ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090174-25-D, As-Needed Planning Multi-Disciplinary Consultant Services for the City Planning Department

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090174-25-D, As-Needed Planning Multi-Disciplinary Consultant Services for the City Planning Department (Consultant).

RECITALS

On or about 7/30/2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Consultant to provide the As-Needed Planning Multi-Disciplinary Consultant Services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

ARTICLE I
CONSULTANT SERVICES

1.1 Scope of Work. Consultant shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Consultant will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services. In addition, Consultant must receive written authorization to use and bill for subconsultants hired to assist in the performance of Services. For purposes of this RFP, Consultant includes any subconsultants approved by City to perform the Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Planning Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Coby Tomlins, Program Manager
City Planning Department
202 C Street, MS 413
San Diego, CA 92101
619-533-4549
CTomlins@sandiego.gov

1.4 Duty to Inform City of Changes. Consultant shall immediately advise the City in writing of any anticipated change in the Scope of Services, Compensation and Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any

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changes. In no event shall the City's consent be construed to relieve Consultant from its duty to render all Services in accordance with applicable law and industry standards.

1.5 Manner of Payment. City shall pay Consultant in accordance with the Compensation and Fee Schedule. Consultant is not entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. City will pay undisputed portions of invoices within thirty calendar days of receipt.

1.6 Eighty Percent Notification. Consultant shall promptly notify City in writing of any potential cost overruns. Cost overruns include, but are not limited to, the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater than the maximum compensation for this Agreement. Consultant will not be paid for Services that are not pre-approved in writing by the City that exceed 80% of the maximum compensation for this Contract.

1.7 Right to Audit. City retains the right to review and audit, and the reasonable right of access to Consultant's and any Subconsultant's premises, to review and audit Consultant's Subconsultant compliance with the provisions of this Agreement (City's Right). City's Right includes the right to inspect, photocopy, and retain copies of any and all books, records, documents and any other information (Records) relating to this Agreement outside of Consultant's premises if deemed necessary by City in its sole discretion. City shall keep these Records confidential to the extent permitted by law.

1.7.1 Audit. City's Right includes the right to examine Records of procedures and practices that City determines are necessary to discover and verify that Consultant Subconsultants in compliance with all requirements under this Agreement.

1.7.2 Cost Audit. If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

1.7.3 Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

1.7.4 Accounting Records. Consultant and Subconsultant shall maintain complete and accurate Records in accordance with generally accepted accounting practices. Consultant and Subconsultant shall make available to City for review and audit all Records relating to the Services. Upon City's request, Consultant and Subconsultant shall submit exact duplicates of originals of all requested records to City.

1.7.5 City's Right Binding on Subconsultants. Consultant shall include City's Right as described in this Section 5.1 in any and all of their contracts with subconsultants and shall ensure that these sections are binding upon all subconsultants.

1.7.6 Subconsultants. Consultant's hiring or retaining of any third parties (Subconsultants) to perform Services (Subconsultant Services) is subject to City's prior written approval. Consultant shall list all Subconsultants known to Consultant on the Subconsultant List at the time this Agreement is entered. Consultant shall give written notice to the City of the need at least 45 days before entering into a contract for such Subconsultant Services. Consultant's notice shall include a justification, a description of the Scope of Services, and an estimate of all costs for Subconsultant Services. Consultant may request that City reduce the 45-day notice period. City agrees to consider such requests in good faith.

1.7.7 Subconsultant Contract. Consultant shall require Subconsultant to obtain and maintain insurance policies as required by City for the duration of this Agreement. Consultant shall determine Subconsultant policy limits and required endorsements proportionate to the services performed by Subconsultant.

1.7.7.1 Consultant is obligated to pay Subconsultant for Consultant and City-approved invoice amounts out of amounts paid by City to Consultant not later than fourteen working days from Consultant's receipt of payment from City. Nothing in this paragraph shall be construed to impair the right of Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

1.7.7.2 If Subconsultant's performance is deficient, Consultant shall notify City in writing of any withholding of payment to Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action Subconsultant must take in order to receive the amount withheld. Once Subconsultant corrects the deficiency, Consultant shall pay Subconsultant the amount withheld within fourteen working days of the Consultant's receipt of City's next payment.

1.7.7.3 City shall not be made a party to any judicial or administrative proceeding to resolve any dispute between Consultant and Subconsultant. Consultant agrees to defend and indemnify the City as described in the City's General Contract Terms and Provisions, attached hereto as Exhibit C, and incorporated by reference, in any dispute between Consultant and Subconsultant should City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

1.7.7.4 Subconsultant must comply with the City's Equal Opportunity Contracting Program requirements.

1.7.7.5 City is an intended beneficiary of any work performed by Subconsultant for purposes of establishing a duty of care between Subconsultant and City.

1.8 Consultant and Subconsultant Principals for Consultant Services. This Agreement is for unique Services. City has retained Consultant based on Consultant's particular professional expertise as exhibited by the following members of the Consultant's organization: [List individuals by name and title] (the Project Team). Consultant may not delegate the performance of Services to other members of Consultant's organization or to Subconsultants

without City's prior written consent. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Services and may not be removed from the Project without the City's prior written approval. City may consider Consultant in default of this Agreement if any member of the Project Team is prevented from providing Services without City's prior written approval. Consultant must consult City as to any replacement if any member of the Project Team becomes unavailable. City may terminate this Agreement if City does not approve of a proposed replacement. Further, City reserves the right, after consultation with Consultant, to require any of Consultant's employees or agents to be removed from providing Services under this Agreement.

ARTICLE II
DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III
COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed $3 million per Consultant, for a total Contract amount not to exceed $18 million.

ARTICLE IV
WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V
CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Consultant: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Consultant will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that

address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

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

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

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ARTICLE VI
GRANT AGREEMENT REQUIREMENTS

6.1. The City and Consultant (collectively the Parties) desire to include requirements for use by the City of certain grant funding for certain tasks under this Contract. Specifically, the determination has been made that the work performed under the Contract may be partially funded from the grant attached hereto and incorporated by reference in Exhibit D through Exhibit H.

6.2 Additional Grant Opportunities. In the future, the City may use additional grant funds for this Contract. The Parties agree to review any future grant requirements in good faith and will agree in writing via an amendment that they will be subject to certain future grant requirements in the event the City utilizes future grants to fund this Contract.

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

CONTRACTOR

Dudek
Proposer

605 Third Street
Street Address

Encinitas, CA 92024
City/State/Zip

(760) 942-5147
Telephone No.

legal@dudek.com
E-Mail

BY: Signed by: Joseph Monaco 61A12CB5F28E425...
Signature of Proposer's Authorized Representative

Joseph Monaco
Print Name

President and CEO
Title

May 6, 2025
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: Claudia C Abarca

Print Name:
Claudia C Abarca
Director, Purchasing & Contracting Department

July 14, 2025
Date Signed

Approved as to form this 15 day of July, 2025.

HEATHER FERBERT, City Attorney

BY: Allen Eaton
Deputy City Attorney

R- 316289

Docusign Envelope ID: A8160D70-5B1C-4635-854B-ADED928C4795

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

CONTRACTOR

Dudek
Proposer

605 Third Street
Street Address

Encinitas
City

(760) 942-5147
Telephone No.

legal@dudek.com
E-Mail

BY: Signed by: Joseph Monaco 61A12CB5F28F42E...
Signature of Proposer's Authorized Representative

Joseph Monaco
Print Name

President and CEO
Title

May 6, 2025
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:
Claudia C. Abarca
Director, Purchasing & Contracting Department

July 14, 2025
Date Signed

Approved as to form this 15 day of July, 2025.

HEATHER FERBERT, City Attorney

BY:
Deputy City Attorney

R-316289

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for this RFP.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive,

or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Reserved.

6. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to

this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{(contract price - lowest price)}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is $100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is $105 and the maximum allowable points is 60 points, then that proposal would receive (1 – ((105 – 100) / 100) x 60 = 57 points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within 25 (twenty-five) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within 25 (twenty-five) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and

substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City may award one or more proposals as submitted that best serves its interest without discussion or negotiation. Consultants should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer(s) based on the RFP and the proposer's proposal or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process.

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP. 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical Aspects 4. Exceptions to RFP	**10**
B. Firm's Capability to provide the services and expertise and Past Performance. 1. Background and experience in providing work identified in the Scope of Work 2. Appropriate staffing levels to provide required services 3. Qualifications 4. Past/Prior Performance performing work described in the Scope of Work 5. Capacity/Capability to meet The City of San Diego needs in a timely manner 6. Reference checks	**55**
C. Cost	**10**
D. Demonstrated Commitment to Diversity 1. This may include Firm policies and procedures; initiatives to recruit diverse employees; awards; in-house diversity programs; training; hiring statistics; evidence of outreach; memberships in diverse organizations.	**10**

	MAXIMUM EVALUATION POINTS
E. Mandatory Presentation/Interview. 1. Philosophy/Approach/Methodology 2. Software and Data Resource 3. Demonstrated knowledge of common tasks, issues, and solutions related to Services 4. Real Time Operation 5. Thoroughness and Clarity of Presentation	**15**
SUB TOTAL MAXIMUM EVALUATION POINTS:	**100**
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	**12**
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	**112**

*The City shall apply a maximum of an additional 12 points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

4. Rejection of All Proposals. The City may reject any and all proposals when to do so is in the City's best interests.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City will award contracts to one or more proposers.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. **Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. **Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. **Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. **Consultant Award Tracking Form.** Consultant shall submit information to City as requested in Consultant Award Tracking Form. The information shall include the dollar amount awarded during the period covered by the Consultant Award Tracking Form.

5. **Conflict of Interest Certification.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
SCOPE OF WORK

A. BACKGROUND

The City of San Diego City Planning Department consists of Community Planning & Housing Policy, Environmental Policy & Public Spaces, and Community Engagement, Work Culture & Operations Divisions. The Community Planning & Housing Policy Division is responsible for amending and updating the City's General Plan, Community Plans, and Land Development Code. The Division is also responsible for developing policies and regulations that streamline and incentivize the production of housing and jobs. The Department's housing policies and regulations are focused on increasing the supply and production of homes in locations that are in walking and bicycling distance of transit, shopping and jobs that support the City's environmental justice, fair housing needs, and climate goals and policies.

The Environmental Policy & Public Spaces Division is responsible for developing policies and regulations that further the City's climate and open space conservation goals. The Division is also responsible for the City's long-range park planning, which is focused on the delivery of safe and enjoyable parks in the areas of the City with the greatest needs. The Division manages the implementation and monitoring of the City's Multiple Species Conservation Program. In addition to managing the City's Development Impact Fee Program, the Division is also responsible for long-range infrastructure planning. Additionally, this Division conducts reviews of all City actions under the California Environmental Quality Act (CEQA).

The Community Engagement, Work Culture & Operations Division is responsible for delivery of all operational and support services that enable the implementation of the Department's core activities by overseeing operations, budget, grants, equitable and inclusive community engagement, mapping and data analysis and technology solutions. This Division is responsible for providing equitable public engagement opportunities that inform all Department initiatives, working to ensure community members have opportunities to provide input into plans that affect their lives so that the City's long-range plans meet the needs of the people who live, work and play in San Diego. This Division is especially focused on reaching and engaging people who have not traditionally participated in the planning process to ensure that input received is truly representative of the City's diverse population. This Division also develops public education to help enhance the understanding of the department's work.

B. SCOPE OF SERVICES

The City Planning Department is responsible for long-range planning throughout the City, which includes updating and amending community plans and development regulations to help address the City's climate and housing goals. The consultant's services will support the Department's work program initiatives being conducted by each division. However, it is anticipated that Community Planning and Housing Policy Division will primarily use the Consultant's services. To conduct planning work more efficiently to support the Department's initiatives, the consultant will be used on an as-needed basis.

The planning consultant will collaborate with City staff on an as-needed basis in the area of

community planning, which may also require elements of land use, urban design, mobility, economic analysis, historic resources, public facilities, urban greening, climate resilience, and CEQA analysis. Services will require the use of graphic design, geographic information systems (GIS), meeting facilitation, outreach and engagement expertise. Services will include but are not limited to preparation of community plan updates, community plan amendments, development regulations, land use, housing and economic studies and reports.

The City may award contracts to one or more Consultants to provide services on an as-needed basis.

To be considered responsive, Consultants must submit proposals that include all of the Services below (1-11).

C. DELIVERABLES

Projects may include but are not limited to, the services listed below:

1. PROJECT ADMINISTRATION

1.1 Conduct meetings with the City's Project Manager to review project status, budget, and schedule; obtain any required City approvals or input; make decisions; and discuss problems that have the potential to affect the project schedule adversely. The consultant's Project Manager will participate, and the Principal-in-Charge and other staff will participate as necessary, as determined by the City's Project Manager. Provide agendas at least 24 hours prior to the meeting and follow up with notes and action items following the meeting.

1.2 Conduct project team meetings with either the project team or City staff as needed to discuss anticipated work, decisions and action items, activities, project issues, and task order deliverables to ensure progress occurs according to the schedule and budget. Prepare agendas and summaries of all team meetings. Access to a cloud-based project documentation and management system for the project team is desirable.

1.3 Provide monthly invoices and written progress memorandums detailing progress on deliverables and accounting of all project team staff and subconsultant charges for project tasks in the task order. If multiple task orders are issued, keep each task order on individual invoices.

2. COMMUNITY OUTREACH AND ENGAGEMENT

2.1 Support staff with outreach and engagement planning tasks which may include developing engagement timelines, selecting outreach and engagement strategies and techniques, and diligently incorporating best practices stipulated in the Citywide Inclusive Public Engagement Guide.

2.2 Assist staff with community organizing tasks, such as promoting public participation events, coordinating and conducting public outreach,

identifying stakeholders and potential partnerships, and other supporting strategies to involve community members in City Planning initiatives.

2.3 Lead public engagement events and activities tasks. For example: event space planning and setup, logistics coordination, meeting facilitation and developing engaging and interactive support materials.

2.4 Advise on project communications tasks, such as developing key project messages, brand development, and tailoring stakeholder communication strategies.

2.5 Collaborate with staff to conduct stakeholder research and analyses, especially by identifying underrepresented groups and communities within the project's impact area.

2.6 Develop project written and audiovisual material and other informational/promotional collateral, such as videos, flyers, and reports, including engagement plans and engagement summaries.

2.7 Provide editorial, graphic, web and IT design solutions throughout the project as they relate to the outreach, engagement and communications tasks in alignment with City graphic, formatting, language and security standards. Examples of these tasks include designing project logos and project websites following City standards and preparing initiative engagement summaries and meeting reports.

3. LAND USE

3.1 Collaborate with staff to provide technical assistance to develop land use existing conditions scenarios and assumptions for community plan updates and amendments. Prepare existing land use conditions as a community atlas to help inform the development of the land use scenarios. Develop multiple comprehensive land use scenarios as GIS-based maps that identify land use types, designations, residential density, and non-residential intensity using General Plan land use designations for community plans updates and amendments. Identify assumptions for the square footage by specific use type for non-residential uses and number of dwelling units for residential uses by parcel.

4. MOBILITY

4.1 Collaborate with staff to provide technical assistance to develop mobility existing conditions, concepts, improvements, analysis, and reports for community plan updates and amendments. Prepare existing mobility conditions to help inform the development of mobility concepts. Identify multi-modal mobility concepts and improvements that provide for the integration of all modes. Prepare mobility analysis need for pre and post forecast modeling (to be conducted by the San Diego Association of

Governments) which include but are not limited to vehicle miles traveled analysis. Prepare a mobility report with recommendations and maps for multi-modal improvements that would be needed to support the land use scenarios and urban design concepts.

5. ECONOMIC ANALYSIS

5.1 Collaborate with staff to prepare market assessments for community plan and development regulation updates and amendments. Evaluates potential market support in planning areas, for-sale and rental multi-family residential, office, retail, as well as mixed-use developments. Address household and employment trends, and current real estate market trends for the identified uses, including sale prices and rental rates, absorption rates, occupancy rates and identification of comparable properties. Conduct feasibility testing of land use scenarios and development regulations as needed.

6. URBAN DESIGN

6.1 Collaborate with staff to prepare urban design visioning and prepare sketches, visualizations and simulations to conceptually illustrate potential concepts for building massing, public space, streetscape for community plan updates and amendments. Create illustrative urban design figures, cross sections and drawing or photographs that relate to the land use and mobility concepts at different scales.

7. HISTORIC PRESERVATION

7.1 Collaborate with staff to identify, document and evaluate historic resources for community plan updates and amendments. Conduct historical resource surveys and develop context statements.

8. PUBLIC FACILITIES

8.1 Collaborate with staff to provide technical assistance to analyzing the need for new public facilities for community plan updates and amendments.

9. URBAN GREENING

9.1 Collaborate with staff to prepare urban greening concepts that incorporate storm water approaches to reduce runoff for community plan updates and amendments. Provide recommendations for retrofitting existing streets with green street infrastructure. Conduct urban forestry assessments and provide a street trees palette.

10. CEQA DOCUMENTS

10.1 Collaborate with staff to prepare CEQA documents, technical reports, and analysis in accordance with the City's CEQA guidelines and state laws as they

relate to addressing environmental impacts under CEQA needed for community plan updates and amendments.

11. CLIMATE RESILIENCE

11.1 Collaborate with staff to prepare climate resilience related planning documents and technical reports, including but not limited to vulnerability and risk assessments, adaptation plans, and design guidelines. Prepare climate hazard data and spatial analysis. Develop guidance for infrastructure and resource planning. Collaborate with staff for implementation monitoring and assessment.

D. EXPERIENCE AND QUALIFICATIONS

1. Discuss Consultant's technical and management approach to the as- needed design effort. Discuss lines of communications necessary to maintain schedule, the software availability for both schedule and management reporting.

2. Describe experience working in the local "environment" and proposed local presence for interfacing with the City's project management staff. The "environment" includes but is not limited to: City and other local agencies regulations and policies; local environmental documentation requirements; local building codes; and other local design criteria.

3. Describe proposed project organization, including identification and responsibilities of key personnel. Indicate role and responsibilities of prime consultant and all the subconsultants. Indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements, permitting, etc. Indicate extent of commitment of key personnel for duration of project and furnish resumes of key personnel. Provide indication of staffing level for the project. Consultant's evaluation will consider its entire team, therefore no changes in team composition will be allowed without prior written approval of the City.

4. Provide detailed discussion of the experience of Consultant's Project Manager, Principal-in-Charge, and other key managers on projects of similar size, capacity, and dollar value. For each similar project, include Owner's name, Owner's Project Manager and phone number.

E. SELECTION PROCESS FOR EACH ASSIGNMENT

There are eleven service areas which are sought, as described in Section C. Deliverables. Up to six Consultants will be awarded a contract to provide the services.

When the Department embarks on a new project or initiative (Project), the Department will send a brief statement regarding the Project and the assignment (task) to awarded Consultants. To be considered, Consultants will need to prepare a response identifying the proposed team, consistent with submitted rates, an estimated preliminary budget, scope of work and availability during the assignment. The Department will convene an Evaluation Committee to review and evaluate the submittals and will select a Consultant that is best qualified for the Project and assignment. Once a Consultant is selected for a given Project, the

Department may award subsequent assignments (tasks) on the same Project to the same Consultant awarded the initial assignment without further invitations for proposals from the other Consultants. This practice enables operational efficiencies and continuity of Project knowledge essential for efficient operations.

F. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

Labor Classifications	Description
1. Principal	A staff person with more than 5 years of experience who is responsible for staffing and overall quality assurance and quality control. The Principal has the authority to commit resources and authorize contracts on behalf of the company.
2. Project Manager	A staff person with more than 5 years of experience in a project management role who acts as the secondary point of contact for the client. The Project Manager is capable of managing medium to large, semi-complex projects with a moderate degree of controversy.

G. REFERNCES

Consultant must demonstrate that it is able to perform the work as specified in this RFP. The City reserves the right to contact references provided and not provided by the Consultant.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Consultant may not provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Consultant will be required to provide an additional reference.

Consultant is required to state all subconsultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Consultant in the past or are currently using Consultant's or Consultant's subconsultants' (as listed in Contractor Standards Pledge of Compliance form attached to this RFP) services; and contact independent consulting firms for additional information about the Consultant or the Consultant's subconsultants.

H. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

I. PRICING SCHEDULE

In order to be considered responsive to this RFP, Consultants shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

1. Labor classifications listed as 1 and 2, are detailed in Section E. Labor Classifications.

2. Position Title is to be the position title within the Consultant's organization.

3. Consultants shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section E. Labor Classifications.

4. All classifications described in this pricing schedule should be listed, whether services are performed by Consultant or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked "Additional Labor Classifications". No other changes will be considered.

Labor Classification	**Position Title**	**Year 1 - Fully Burdened Hourly Rate**
1. Principal		$
2. Project Manager		$

EXHIBIT C

THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III
COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5^{th}) day of the subsequent month.

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

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

ARTICLE IV
SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V
ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
INTELLECTUAL PROPERTY RIGHTS

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

6. 2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6. 3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6. 4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a "works for hire" as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6. 5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

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

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

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

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

ARTICLE VII
INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

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

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

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

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

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

ARTICLE VIII
BONDS

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

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

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

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

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

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

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

ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

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

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X
CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000*, et. seq.,* and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

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

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

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

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

ARTICLE XI
DISPUTE RESOLUTION

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

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

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

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

ARTICLE XII
MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor , its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City’s request. Contractor’s assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

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

ARTICLE XIII
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

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

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

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

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

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

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

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

Exhibit D

Applicable Grant Agreements

Planning Multi-Disciplinary

Grant	Granting Agency	Grant Agreement No.	Grant Title	Attachment Reference
1	San Diego Association of Governments (SANDAG)	6000327	Small Scale Neighborhoods Initiative Regional Early Action Program 2.0 Housing Acceleration Grant Program Cycle 2	Exhibit E
2	San Diego Association of Governments (SANDAG)	6000330	City Affordable Home Development Plan Regional Early Action Program 2.0 Housing Acceleration Grant Program Cycle 2	Exhibit F
3	San Diego Association of Governments (SANDAG)	6000329	Mid-City Communities Plan Update Regional Early Action Program 2.0 Housing Acceleration Grant Program Cycle 2	Exhibit G
4	San Diego Association of Governments (SANDAG)	S1021763	Mid-City Communities Smart Growth Study Areas – Transnet Smart Growth Incentive Program – Planning Cycle 5	Exhibit H
5	California Coastal Commission	LCP-23-07	City of San Diego Trails Master Plan Existing Conditions Report	Exhibit I

Each of the above-referenced Grant Agreements are hereby incorporated into the Contract (attached as Exhibits E - Exhibit I) and the Parties mutually agree to comply with all Grant Agreement terms applicable to this Contract. In the event of a contradiction between general terms of the Contract and the equivalent terms in the Grant Agreements, the Grant Agreement terms shall apply. Additionally, if the Grant

Agreements contain terms that are not included or are omitted from the Contract terms, the additional Grant Agreement terms shall apply. In the event of a contradiction between the insurance terms of the Contract and the equivalent insurance terms in the Grant Agreements, the terms imposing the higher standards and levels of coverage shall apply. As an aide to the Consultant for distilling the various Grant Agreement terns , the significant Grant Agreement terms applicable to the Consultant include, but are not limited to:

With regards the SANDAG Regional Early Action Program Grant Exhibits E-G (Exhibits E-G in the table above), the requirements pertaining to third-party contracts are identical. Specifically, Sections VI. D (Licenses and Permits), VI. F.1 through VI. F.5 (Third-Party Contracting), VIII. Ethics A (Subgrantee Code of Conduct/Standards of Conduct) through D (SANDAG Code of Conduct), IX. E, (Access to Records of Subgrantees and Subcontractors), XII (Civil Rights), and Attachment C (Passthrough Provisions of REAP Terms and Conditions) to the Grant Agreements contain terms applicable to the Consultant and this Contract.

With regards to the SANDAG Transnet Smart Growth Incentive Program Grant Agreement (Grant # 4, Exhibit H in the table above), Sections VI.D (Compliance Information System), VI. E (Licenses and Permits), VII. Ethics A (Subgrantee Code of Conduct/Standards of Conduct) through D (SANDAG Code of Conduct), VI.G-1 through VI G-5 (Third-Party Contracting), IX. E (Access to Records of Subgrantees and Subcontractors), and XII (Civil Rights), all contain terms applicable to the Consultant and this Contract.

With regards to the California Coastal Commission Trails Master Plan Existing Conditions Report Grant Agreement (Grant #5, Exhibit I in the table above), see reference in Section 2 of Exhibit D that requires this Contract to include Exhibit C and Exhibit D/D1/D2 of the Grant Agreement in their entirety, as well as Section 3 Travel Reimbursement clause of Exhibit D. Consultant shall comply with all terms of these Exhibits of the Grant Agreements, including, but not limited to: Exhibit C Section 7 (Non-Discrimination Clause), Exhibit C Section 16 (Audit Requirements and Financial Recordkeeping), Exhibit D Section 2 (Potential Consultants/Contractors), Exhibit D1 Section 3 (Work Product), Exhibit D1 Section 7 (Insurance), and Exhibit D1 Section 11 (Termination).

EXHIBIT E

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO SMALL SCALE NEIGHBORHOOD HOMES INITIATIVE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT No. 6000327

Note: Attachment C to this document (Pass -Through Provisions From REAP Agreement) contains unreadable text. A clean readable Attachment C has been added at the end of this document.

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO SMALL SCALE NEIGHBORHOOD HOMES INITIATIVE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT NO. 6000327

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of April 1, 2024 by and between the San Diego Association of Governments ("SANDAG") and City of San Diego ("Subgrantee"). This Agreement expires on March 31, 2026, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at https://www.sandag.org/about/bylaws-and-policies. This Agreement and the Subgrantee's performance are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

B. In 2019, the state legislature passed Assembly Bill 101, which created state grant fund programs to distribute one-time funding to regional entities to prioritize planning activities that accelerate housing production. Thereafter, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning grant program (REAP), which allocated $6.8 million to SANDAG. Using these grant funds, SANDAG established a regional housing incentive program to collaborate on projects with a broader regional impact on housing.

C. REAP 2.0 was established as part of the 2021 California Comeback Plan under Assembly Bill 140, and HCD allocated SANDAG $43 million. REAP 2.0 builds on the success of REAP 1.0 and expands the REAP program focus by addressing housing and climate goals in California through funding planning and capital activities related to the acceleration of housing production within infill areas that affirmatively further fair housing and reduce vehicle miles traveled.

D. On October 28, 2022, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the Housing Acceleration Program (HAP) Cycle 2 Call for Projects, including up to $16 million in funding from REAP 2.0.

E. On May 7, 2023, SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the HAP Cycle 2 funds for use on housing planning and capital improvement projects meeting certain criteria.

F. On October 13, 2023, the SANDAG Board of Directors approved a list of recommended HAP projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Subgrantee with funding to implement the Project.

H. Although SANDAG will provide financial assistance to Subgrantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

I. Subgrantee understands that REAP 2.0 funds were granted from HCD with statutory requirements and a SANDAG expenditure deadline of June 30, 2026. The SANDAG funding commitment to HAP Projects, including this Project, is subject to those statutory requirements and deadlines, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Subgrantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of $500,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.

II. PROJECT BUDGET

The Subgrantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Subgrantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Subgrantee may, with prior written approval from the HAP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,

2. The reallocation does not negatively impact the benefits obtained from the Project, and

3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Subgrantee agrees to provide matching funds in an amount of $100,000 of the actual cost of the Project, estimated to be 16.67 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Subgrantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Subgrantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Subgrantee's Share of Matching Funds

Subgrantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Subgrantee to pay for Project costs. The

Subgrantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Subgrantee's invoices must include its matching fund contribution, along with supporting, descriptive and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Subgrantee's Project Manager is Grant Ruroede.

The HAP Program Manager is Goldy Herbon.

Project Manager continuity and experience are deemed essential in Subgrantee's ability to carry out the Project under the terms of this Agreement. Should the Subgrantee change the Project Manager, it will provide written notice to the HAP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Subgrantee:
City of San Diego
Attention: Grant Ruroede
202 C Street MS 413
San Diego CA 92101

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

   Subgrantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Subgrantee's Capacity

   The Subgrantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Subgrantee, including but not limited to the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

3. Project Schedule

The Subgrantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Subgrantee agrees to comply with the Performance Measures included in Attachment D.

5. Changes to Project Scope of Work

This Agreement was awarded to Subgrantee based on the application submitted by Subgrantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Subgrantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Subgrantee knows or should have known that substantive changes to the Project will occur or have occurred, Subgrantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Subgrantee, or refunded to SANDAG, due to Subgrantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Subgrantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Subgrantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Subgrantee to violate any law, the Subgrantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Subgrantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Subgrantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Subgrantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Subgrantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Subgrantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Licenses and Permits

Subgrantee represents and warrants to SANDAG that Subgrantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

E. Standard of Care

Subgrantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Subgrantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Subgrantee or its subcontractors.

F. Third-Party Contracting

Although the Subgrantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Subgrantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Subgrantee shall not award contracts with a cumulative value over $10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Subgrantee, if intended as local match credit, must meet the requirements outlined in this Agreement regarding local match funds. Upon request by SANDAG, Subgrantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Subgrantee hires a third-party contractor to carry out work funded under this Agreement, Subgrantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Subgrantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Subgrantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

   - Subgrantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

   - Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Subgrantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Subgrantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Subgrantee is expected to fulfill any responsibilities typically performed by the Subgrantee, the Subgrantee agrees to assure that the entity carries out the Subgrantee's responsibilities as outlined in this Agreement, including but not limited to those in Attachment C.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Subgrantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Subgrantee.

5. Equipment Purchases

Subgrantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Subgrantee further agree that Subgrantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

The Subgrantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Subgrantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Subgrantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Subgrantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Subgrantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Type of Payment

The payment type for this Agreement will be reimbursement and will be based on actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables,and confirmation by the HAP Program Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit, and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Subgrantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Subgrantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries are often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG have been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning

Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment D) and the SANDAG Grant Monitoring Checklist provided by the HAP Program Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan (Notice). Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Agreement or Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Subgrantee must submit its Recovery Plan to the HAP Program Manager within 30 calendar days following the issue date of the Notice. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.

5. Subgrantee is responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be accompanied by captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, or by April 30, 2026, whichever occurs first, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule.

B. In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the HAP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Subgrantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the REAP 2.0 requirements, including the expenditure deadline set by the state for the REAP 2.0 program.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the HAP Program Manager. The HAP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Subgrantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee under this Agreement shall be the full compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Subgrantee's governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

03/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: *City of San Diego Planning Department*

Project Title: *Small Scale Neighborhood Homes (SSNH) Initiative*

Part I: Project Overview

Project Location: *City of San Diego- Citywide*

Brief Project Summary: *Grant funds will address the need for more missing middle housing options in the City of San Diego by preparing standardized 'preapproved' plans for duplexes, triplexes, bungalow courts, or other small-scale multiple-home developments.*
These standardized plans will reduce housing development costs and simplify production and review processes, as well as promote housing projects near public transportation to decrease Vehicle Miles Traveled (VMT). Moreover, the standardized plans will incorporate sustainable building materials which will contribute to the city's efforts in decarbonizing the built environment. A portion of the funds will be dedicated to community outreach and engagement, ensuring that local input guides the development of these plans and makes them more tailored to the community's needs and preferences ensuring that new missing middle housing projects will improve San Diego's communities. This initiative aims to create a more sustainable, accessible, and inclusive housing landscape in San Diego, enhancing the overall quality of life for its community members.

Part II: Scope of Work and Budget

[List the Project tasks and corresponding budget. The Total Project Cost column will auto-calculate.]

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	*Enter task descriptions. Limit sub-tasks to major milestones.*	*Enter Task Details*	*Enter deliverables associated with each task.*	*Enter amount requested*	*Enter Local Match (non-REAP funds)*	*Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).*
1	*Issue Task Order for Consultant Team*	*The task order will be issued to a consultant on the Planning Multidisplinary on-call list. Planning Department staff review available consultants and select the most qualified team to produce standarized plans.*	*Draft Task Order; negotiate scope; route approved task order and scope; approved task order*	*$ -*		*$ -*
2	*Public Outreach*	*City staff will meet with the consultant team to determine the best manner to engage and receive input for the standardized plans. Consultant will prepare outreach plan and materials. Outreach will be conducted according to the Outreach Plan.*	*Outreach plan and materials. Workshops will be held.*	*$ 50,000.00*	*$ 50,000.00*	*$ 100,000.00*
3	*Standard Designs*	*Consultant team will produce standard designs for middle housing utilizing sustainable materials, where possible.*	*Middle Housing Standardized Plans*	*$ 450,000.00*	*$ 50,000.00*	*$ 500,000.00*
			TOTAL PROJECT COST:	**$ 500,000.00**	**$ 100,000.00**	**$ 600,000.00**

Part III: Summary of Funding

Total Project Cost:	$ 600,000.00
Total Grant Request:	$ 500,000.00
Total Matching Funds:	$ 100,000.00

Grant Percentage: **83.33%**
Matching Funds Percentage: **16.67%**

Part IV: Project Budget and Expenditures Per Fiscal Year

SANDAG staff will use this information for the Regional Transportation Improvement Program (RTIP) if this project receives funding.

Category*	Fiscal Year (FY) 2024 (July 1, 2023 - June 30, 2024)	Fiscal Year (FY) 2025 (July 1, 2024 - June 30, 2025)		Fiscal Year (FY) 2026 (July 1, 2025 - June 30, 2026)		Total Grant Amount	Total Matching Funds	Total Project Cost
	Grant Amount	Grant Amount	Match Amount	Grant Amount	Match Amount			
ENV/ENGR		$ 250,000.00	$ 75,000.00	$ 250,000.00	$ 25,000.00	$ 500,000.00	$ 100,000.00	$ 600,000.00
ROW						$ -	$ -	$ -
CONSTRUCTION						$ -	$ -	$ -
Total	**$ -**	**$ 250,000.00**	**$ 75,000.00**	**$ 250,000.00**	**$ 25,000.00**	**$ 500,000.00**	**$ 100,000.00**	**$ 600,000.00**

*Key

Category	Category Description
ENV/ENGR	Environmental, Engineering, and Planning
ROW	Right-of-Way
CONSTRUCTION	Construction

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego Planning Department

Project Title: Small Scale Neighborhood Homes (SSNH) Initiative

Part II: Project Schedule

Propose a timeframe for the Project tasks. The schedule must use the same tasks that are in the Scope of Work and be based on the number of months from the Notice to Proceed (NTP).

Task No.	Task Description	Schedule		
Enter Task or Subtask Number (tailor as needed)	*Copy and paste the description from the Scope of Work.*	*Enter start date as number of months from NTP. Enter whole numbers.*	*Enter end date as number of months from NTP. Enter whole numbers.*	*Enter total duration anticipated for task completion. Enter in number of months. Enter whole numbers.*
1	Issue Task Order for Consultant Team	1	2	*1*
2	Public Outreach	3	8	*5*
3	Standard Designs	5	19	*14*
			Total Project Duration (In Months from NTP):	**24**

Note: This page starts the Attachment C that contains unreadable text. A clean readable version of this Attachment C is provided at the end of this document.

ATTACHMENT C

PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

A. The Grantee, its empbyees, contractors, and s1.1bcontractors shall estalll'islli a:nd maintain an acw1.111ting system and reports tllat pfQperly accumullate incurreclpiqect costs tJy line. Tl'le accounting system shalll confmrn to Generally Accepted Accoo11ting Plincipl:es (GAA!P}, en.ml.e the determination ofi incurred coots at i11tel"im p·onts ofi compl:e1!ion, and!pmvide support for payme11rt vo1.1ch.ei-sam:i i11voi:ces. Grantees may establish and maintain an accounting system and reports, as d'.esclibed above, on beilalf of contractors and subcontractors.

B. The Grantee must establish a separate ledger account for receipts and e)(!penditures ofi grant fundlsand maintain expenditure details·n accordance with the budget a11d timeUne. Separate bank acwu11rts are not required. As appRIJ)liate, Grant.ses must estalllisil s9iparate ledgers for State General runds and other fum:ls associated with proposed uses 110 provid'.ed by 1he REti;P 2.0 Prngram.

C. The Grantee shall maintain documentation ofi its normal prno1.1rement poUcy and competitive bid process (includ!ing th.e use of sole source purchasing}, aml financial records of e)(!penditures incurred duling1he course of tll.e piqect in accordance with GAAP.

☐. The Grantee agrees 1hat the Department or designated representative shall have the light to,review a:nd to copy a11ry records and supporting d:Oc11me11tation pertaining to the pertormance of tile Agreemenl

E. The Grantee agrses lo maintain such records for a possible aud'it after tile final payment for at 1:east five years aliter all funds have been expend'.ed or returned to the stare unless a longer period of records retention is stipulated. Wherever practi:cable, such rec,ords should lle oollect.ed, transmitted, and stored in open and macllline-readabl.e formats.

F. Co11rtractors and suboo11rtraotors employed by the Grantee and paid with moneys. under tile terms ofi lhis Agreement sll.:illlbe responsible for mai11rt·11ing accou11rting records as specified aoove.

2. Invoicing

A. Grant funds cannot be disllursed 11ntill117.e Agrsement has been full¥ exec1.1ted.

B. The Grantee wi11be respolilisible for compiling and sullmitting alllinvoioes and reiPorting doc11me11ts.

C. The Grantee must bill the Department bs'lsed 0111 cl'.ear deliverables outlined in the Agreeme11rt m b1.1dget limerne. Generally, approved a11d el'igillle costs inru1red for work after execution of lhe Agreement and completed duling the grant term wmlle reimllui-sable. How:ever. elig"ble activities conducted plior to award willlbe

raimbtusable to Jufy 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are irnel'igi11'.e.

☐. Gra11tees w o received advance runds sllall expend all such funds or demonstrate su'bstantiallprogress prim to requesting additional aclvanced fu11ding by submitting an updated projeot timeline and bud'.get, inoluding e pendiitme piugrass for their eligible projects from the appl'icaticm andlany suppomng documentation.

E. PKlject·nvoices may lle submitted to the Department by lhe Grantee on a quarterly basis or upon completion of a del'iverable, subject to the Departme11t's ap;p10vall.

F. The Oepartrment m.,iy consider advance payments or alitennatirve arrangernents to raimbtusement.and payment methods llasedlon demonstrated need. The Department may oonsider factors suah as availabl'.e rund!sror eligible aotivities. Su1allocatio111s mwt request funds i11i1ncrements, schedule for aclvanoe payments or otller fom1 app10vedl by the Department, and report piugress according lo a111 impl'.ementalion and expendiiture timetable.

G. Supporting doomnentation may incl'ud'.e, but is not limited to, purcllase orders, reoeipts, progress payments, su'bcan1ractor invoices, omecard!s, reports, or any other d'.ocument.ationias deemed neoessruy by the Department to support the raimbursement.to the Grantee for exipendiitures incurred.

hi. Invoices must Im acoo11 panied by supporting docume11tation wll.ere appropriate. **Invoices** without supporting documentation **will** not lle paid. The Departme11t may wil!hll.old 1up **to** 10 percent of the grant 1un,ti'l grant terms have lleen fulfilled!·,ndm::ling all required!reporting.

3. Audits

A. At any time during tile term of tile Agreement, tile Department may perform **or** cause to lle performed a financial audiit of any and alllphases of lhe award. At the Department's request, tile Grantee shalll provide, at its ow,n expenoo, a financial audit prepared l)y a certified publf:c aa:ountant. The Depamne11t 11.is !he ligh,t to review p10ject documents and conduot aud ts duri11g pKljeot impl'.ementation and over the proj,ect life.

B. The Grantee agrees lhat lhe Departrment or tile Oepartmenfs designee shall have the rigll,t to reviei.v, olltafn, and oopy all racorn:s and sup;portfng d'.ocumentatio111 pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Departme11t. or the Departrment's designee, vmh any rel'.evant intorma1!ion requested.

☐. The Grantee agrees to permit the Department or tll.e Oei,Partmenfs d'.esignee aooess to its premises, upon reason.;ible notice, duiing normal!business hours for the purpose minterviewing empl'.oyees who might reasonably have i11formation ralated to su:oh records and inspeoling and copying suclli books, racords, aa:ounts, and o her

material that may be rel:evant to a matter lllnder in1'estigatiorn1for the puipose of d'.etem1ining compl'iarnce with sta Llles, REAP 2.0 G'l.lid'.el'ines, and the Agreement.

E. The □eparbnent may request additional inforrnati.olill, a,s needed, to meet o her a;ppJicabl:e audit requirements_

F. The □eparlment may monitor exipenditures and activities of ai Grantee or its d'esignees, contraotors or subcontractors, a,s the Oeil)artment deems necessary, to ensure compliance with REAP raquirements..

G. Grantees using fed:eral or state transportation planning 1iunds administered through the Overall Worik. ProgramOWP} silall dearty identify tile source of fimds.

f-1. If there are audit findings, tile Grant.ee must submit a detailed response aa::9ip!able to !he Department for each aud'it finding wilhin '90 days fmm the date oflhe aud'it finding report.

I. The Grantee agrees to maintain suoh records for possible aud'it after til.e final payment for at 1:eaist live years affer all funds have tJeen expended or returned to the state unless a long.er period of records retention is stipulated. Wherever practi:ca Jle, suoh records silould be oollected, transmitl.ed, and stored in open and maciline-readabl:e formats.

J_ If any li:tigationi, claim, negotiation, audit, monitoring, inspectiolill, or other action ilas !Jeen started before tll.e expiration of the requirad record retention period, alll racoms must be retained l)Y the Grantee and i:ts d'.esignees, cm1traotors, and sub-contractors untill compl:eticm of til.e action and reso utio11o1f alllissues which arise fmm i:t. In any contract !hat it enters into in a11a1mount exceeding $110,000, the Grantee shall include the Department's right to aud'it til.e cm1tractol"s records and irn,ter!Jiew !heir empl:oyees.

K. The Grantee shall comply wil!h and be aware of !he raquirements and penalties for viol!ations of fraud and for obstruction of in,'i'estigation a,s set forth in California Publi:c Contracts Cod'.e Section 10115.10.

4. Remedies omd Non-pe:rtorm11nce

A. Any dispute ooncerning a question of ract al'ising under this Agreement tilat is not disposed of by agreement shalllbe decid'.ed by tll.e D9ipartment's Housing Policy Develo;pment Manager, or the M!anager's d'.esignee, who may consid'.er any wlitten or verbal evidence submiitted by !he Grantee. The d'.eciisian of til.e Of:ipartment's Housing Policy □evel:opment Manager or Designee shalll be the Department's final d'.ecision regarding **the** dl pute, not subj,eol to appeal.

B. Neiitll.er !he pend'.ency of a di pute **nor** its ccmsid'.eratiorn1by tile 09ipartment willl exouse the Grantee from fu llland timely pertorm,moe **in** accord1:moe wiitlilithe tem1s of **this** Agreement.

C. In the event 11hat it is de.tem1ined, at1he sol'.e disoretion of tile Department, that tll.e Gra11tee is not meeting tll.e terms and com:Mi011s o.f1he Agraement, imrned atelyupon reoeirving a written noti:oefrom the Department to stop 1NOlt, the Grantee sllall oeaw all W'Olk under the Agraement. The □epartment has1he sole disore.tion to determine that Ille Grantee meets lhe terms and conditions atter a stop 1;WO1;: order, and to d'.eliver a lNlitlen m:mceto the Gra11tee to resume worik. und'.er the Agreeme11t

□. The □e;partrllent has11he right to tem1inate tlle Agreement at any time upon 30 days written notice. The 11otice shall specify the reason for early termination and may permit the Grantee or tll.e Departmeht to rectify any deficiency(ies),pl"ior to tile earty tem1ination date. The Grantee will submit any rrequested d'.ornments to 11he Departmentwith·n 30 dlays of the eartyte1mi11atio111notioe.

E. The appli:ca11,t must demonstrate a clear and sig11ificantne)i)USto REAP 2.0 Program goals and objectives and must carry ol.11:provisions to mee.t th.e Prngram g:oals and objectives andother rrequirements, inoluding, but not limited to, adoptionm compl'.e.tion of activities towarrl Poli:cyOurtcomes and impl'.ementation ofi el'igi lie use aciirvilies funded through a suballocation prooess. Arr, llack of action m aotion inconsistent withREAP 2.0 rrequirements may reslllitin review and could be subj,ect to repayment of the grant

F. At any time, if1he □eparlment finds1he Grantee inoludedlraise·nfom1ati1::min the advance or finallapplication or as part of the application review, the □epartment may rrequire Ille repayment of funds.

G. Gra11tees are responsible for suballocations mee-ting all REAP 2.0 reciuireme11ts.

hi. Exarnpl'.es ma braachroftllis A.graement:

1. Grantee's failure to oon ply withany term or oondiition of this Agreement.

2. Use of, m pem1iitling theuse of, grant runds provided under this Agreement for any ineligible cos-ts or for any actii!Jitynot specified and ,1pproved under11his Agreement.

3. Airy failure to oomply with tll.e deadlines set for11ihn tllis Agreement mi less approved by tll.e Program Manager in wriiting.

I. The □epartrllent may, as it deems ap;pro;priate or necessary, require the repayment of funds from a Gra11tee, or pursue any other remed es available to iitby lav.rfor failure to comply with all REAP 2.0 Program requirements.

J. In ad'.dition to any other remedies that may be availlalie to tile Department i111law or equity for breaoh of this Agreeme11,t, tile Departmen,t may at its discretion, exercise a variety of remedies, inoluding but not limiited to:

1. Revoke existing REAP 2.0 award'(s),to tll.e Grantee;

2. Require the ra um of une pern::led REAP 2.O fundls d sbursed urn::ler tl'1is Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under tllis Agreement;

4. Seek a oomt order for specific performance oHhe obligation defaulted upon, or !he appointment of a receiver to complete !he oMigations in aooord!anoo wiitlilitlil.e REAP2.0 Program requirements.; and

5. Otl'ler remedi.es avail!able at law, l)y and through this Agreement. Alli remedies avail!able lo tile Department are oumu1atiwe and not exolusive.

6. The Department maiy g·ve W'litten rn:mce to tll.e Grantee to oure tl'le breach or viola.ti.on within a period of not less tll<im 15 days.

K. The Grantee may be su 1ject to amendment of !his seotion as a result of subsiequent applications and awards.

5. Reporti11g1

A. At any lime during tll.e term of tile Agreement, tile Department maiy request a perfom1a:nce report that demonstrates salisfaction of all requirements id'.entified·n tile Agreement wi'1!h emphasis on eligible activiiti.es, eligibl'.e uses, and e pendiitures aooord"ing to timel"ines and budgets referenced in the Agreement.

B. Grantees sllall submit a report, in !he fom1 and manner prescribed by tll.e Department, to lm mad·e publicly availalll'.e on its wellsite, lly April 1 of the year following the receipt of1hose funds, and annually thereafter until tllose funds are e:xipended, tll.at contains the fo||'.owing information:

1. The status of ttle Piroposed LJses and expendirures listed in the Grantee's ad\ranoe and fulll applicalions for fund"ing and pl'Ogress of each Proposed LJse toward all the objootives of the REAP 2.0 program as provided in the Guid'el"ines and explained in the applications.

2. An e:xiplanatio111a:nd quantification, where appropriate, o.fthe progress achi.eved toward all o1i the objeotives o.f the REA.P 2.0 program, barriers and solutions for each Proposed Use Ulm is consistent with and incorporates the metrics in th.e full ap;pl"ication, inoluding, but not limited to
   i. Housing unHs acceleratedl,
   ii. Reductions in Vehide Miles Traveled Per Capita,
   iii_ Location of investment,
   iv. Socioeconomic statistics about tile impacted geograpl11y, a:nd
   v. Reg·onal impaot expl011alion

   The re;port must identify whether Pio;pooed Uses ovel1ap with other programs lhm share the same objootives as RIEAP 2.Cl The Grantee sllmJ'ld so identify

.my meas1.1rement chall:engeshat persist and higilligil,t a!lry adminiiStrative barriers that prevent it from o ltaining the information it needs ID perfom1 !Jetter arn:iliysis mprogress made achieving REAP 2.0 Objectives a!ld make adjustments to tile extent poss1 Jl'e in subse{luent f"e\porting years..

3. All status a!ld impact reports shall lbe categorized based on rtile eligi:,Je uses specified in Seotion 50515.08 of til.e statl.lte.

C. Gr.mtees shall post, make availa ll'.e, and upd!ate, as appro;pliate cmits internet website, land use maps and Vehicle Miles Traveled generation maps produced in lhe d'evelopme!lt of its adopted SGS, as applica ll'.e.

□. Gr.mtees shall oollaborate and share progress, templates, and best praotices **wilh** lhe Departrllent and tellow reoipielTTts·n implementation oHunds. To til.e greatest extent practicable, Gr.mtees shalll oomrdl!late with olher Bligible EITTtities in llle d'.evelopme!lt of appl'ications, consider potenti.:illfor j:o·!lt actii!Jilies, and seek ID wmd'inate hl1ms·ng and lr.msporlation planning acKliSS regions.

E. Upon completion of alll deliverables **within** lhe Agreement, lhe Grantee shall sulmiit a dose ol.lt report **in a** ma:nlTTer and form prescribed by tile Department.

1. Grantee may include a lilTTe item for advance payment or reimbursement, as part m its adminislrative oosls, for its filTT.il report that is d.ue by June 30, 2026. Funding requests forfilTTallreports mus! lm sulm1itl.oo no later Ulan M!arrch 31, 2026.

6. Ind'emnificaflion

Neither ttl.e Department mn any omoer, employee or designee thereof is responsilll'.e for any inj,1.1ry, damage **or** liabil'ity occurring by reason of anylhilTTg d'.cme or omitted by the Grantee, its officers, employees, agelTTts, its oontraotors, its su'l)-recipients or its s1.11loontract.ors under or in conneotion ·lh any work, authority or jurisdiotion oonferred upon the Grantee under lhis Agreement, Guidelines or staMe. Il is U!lderstood and agreed that lhe Grantee shall full(Ydefend, ind'.em!lify and save harmless lhe Departme!lt and all m til.e Oepartmenfs staff from all olaims, s1.1its **or** aotions of every name,ind and desoriplion brought forth und'.er, inoludlng, **but** not limiitoolD, tonuous, oontraorual, inverse oondemlTTation or other tileories or assertions m liabil'ity occurring lly reason of anylhing do!le **or** omitted to be done by lhe Grantee, its offi:oers, employees, agents, contractors, s1.1lHecipients, or s1.1 loontraolors under ttlis Agrsemen Guidel"nes or statur.te.

7. Waivers

No waiver of any breaoh of this Agreement shall be held ID lle a waiver of any prim or s1.11lseq11:ent breaoh. The failure of lhe OeiPartment to enforce at any time the provisions of til is Agreement, or to require at any time, pertormance by1!he Grantee of tilese provisions, shall in no way lle oonstrued ID lle a waiver m s1.1oh provisions nor ID affect. lhe val'id'ity of tilis Agreement orhe l"igilito fln e Depailment to enforce lhese provisions.

RegiomlE!arty Action Planning Grants m2021 (REAP 2.0)
NOFA Date: Ju'ly 11a, 2022
Approved D.:ite: November 10, 2022
Prep. Date: Oeoember 14, 2022

8. Relationship of Parliies

It is expressly u11derstooo tilal this Agreeme11t is an agraement exeollled by and between 1:JNo indepe11dent g:ovemmentallentiti.es and is not intended to, and sh.ill not lm constru:ed to, create lhe relationship of agent, servant, employee, partnership, joint venture or assooiation, m any other relatio11ship wh.itsoever other **than** that of an i11depend'ent party_

9. Third Party Contracts

A. All state-govennment funded procurements must be conducted iusi11g a fair andl competitiilie procurement pnmess. Ttle Grantee may use its 01;1.rn p10Curement procedures as long as tile plODedmes comply wiith alllCityfCmmty l ws. rules a:nd ordill!anoes g0i1iern1ing p10CUreme11t, and all applicable provisions mCalifonni.i state l w.

B. An,y contract entered i11to as a result of tilis Agreement sllalll contain all the proiliisions stipu'lated i11t1ilis Agreement and shall be applicable to the Grantee's sub-reoipients, contractors, and subcontractors. Copies of all agreements with sub-reoipients, contractors, and subcontractors sh.ill l)e suim1iitted to tll.e Department's program ma11ag:er.

C. The Oepartment does not have a contractu relationship with the Grantee's sub-reoipients, contractors, or subcontractors, and the Grantee shall be fili'lly responsible for monitoring and ent:oroement of those agraements.andlall work pelfcnmect thereunder.

10. Comoili nce wiU11 State aml Federal La ws, Ru'les, Guidelines and Re-nulations

A. The Grantee agraes to comply with all state a11d fed'.eral laviJS, rn es and regulations that pertain to constru:ction, health and sat:ety, lru}or. fair empl'.oyment practices, squat opportuniity. and all other m.itters appl'icable to the grant, the Grantee, iits contractors **or** suboontraotors, and any other grant actirvity.

B. During lhe perfmm.inoe of tllis Agreement, tll.e Grantee assures that no othe 1ise qualified perso111 shall be exdudoo from participation or empl'.oyment, d'.enied program benefits, or be subjected to discnminatio11based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic·nfom1atio111, age, d1sallility, h.indicap, familial sta us, rel'igio111, or ttelief, under any program or aotiviity funded by !his contract, as req,ufred by Title VI of tll.e Civil Rights Act.o1f 1964, the Fair hlousing Ao! {42 USG 3601-20) and alll implementing reg1.1l tions, and U1.e Age Discrimi110tion Act of 1975 and alll irnplementi11g regulations.

C. The Grantee shall include llle 11ondisoriminatio11and compl'i.mce provisions of ttlis cl'awe in all agreements witllrits sulHeoipients, contractors, and subco11tractors, and sillall inolude a requirement in all agreements that eacillrof thermi11t1um inolude the nondiscnmi11alion and complianoe piovisio11s of this olause in all 0011rtracts and subcontracts !hey ente·rnto to perform wnrik. und'.er the REAP 2.0 Program.

D. The Grantee shal , in the course of pelform·ng project W'Or1\, fu 1¥ comply wim the applicalJl:e piovisions otillle .A.rnelicans with Disabil'ities Act (ADA) o.f 1990, which prollibiits disclimination 0111the basis of disabi1iity, as welll as alllappli:cable ragu lations and g1.1id'.elines issued p1.1rsuant to the ADA. (42 U.S.C. 12101 et seq.}

E. The Grantee shal ad'.opt and implement affirmative prnresses and prnred1.1res that provide·nformatii::m, 01.1treaoh and piomotion of opportunities in the REAP proj,ed to enco1.1rage participation mall persons regardl:ess of race, color, nationall:oligin, sex, ralig·on, rammall statu;s, or dis Jility. This indudes, b1.1t is notlimited to, a minority 01.1treaoh piogram to ens1.1re ttie incl1.1sion, to,tile maooimum exient possible, of minorities and W'Omel1,and enMi.es mvined by m·norities and W'Omen, as req,1.1ired by 24 GRR 92.351.

Lifligaflion

A. If alilly provision m this Agreement, man underlying obligation, is held invalid by a w1.11t of competent jurisdic1ion, s1.1cll invalidity, at tll.e sol:e disoretion of the Department, shall no affeeit any otller provisions of this Agraement and tl'le rema·nder offilisA.graement shall rem.,iin in full force and effeot. Therefme, the provisions of this Agreement are, and sll.,illl be, deemed severable.

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalltake s1.1ch aotion with respeot to the olaim or legal action consistent wilth the terms of tllis Agreement and Ille interests of the Department.

Chang:es in TennslAmend1nents

A. The Grantee may be s1.1bject to amendmerns to,this seotic:mas a result **of** s1.1bseq1.1ent applications and awards.

B. This Agreement may only lJe amended or modified by m1.1t1.1al wmten agreement of both parties.

13. State·0Wned Data

A. Definitions

1.. Wor1\:

The w-ork to be direct!¥ or indirectly prod'1.1ced by tile Grantee, its employees, or by and of the Grantee's contractor's, s1.1 Jcontractor's and/or s1.1b-recipienfs employees und:er this Agreement.

2. Wor1\Product:

Alli del1verables created or produced frnm Worik.under this Agreement fncludingi, lmt not l'imiitoo to, all Worik. and d'.el'ivera Jles 0011,oei1ved or made or, hereafter

colilceivedl or made, either solely or j:oi11tlty with others d.uri11g tile term of !his Agreement and d11rililg a period of siocmonths after tile term·11a1Jicm thereof, wl'lich rel'ates to ttle Worik. commissioneo or performed under this Agreement, are colilsid:eroo Worik. P,roduot. Worik. PIOduot i11dudes all deliverables, inventions, innovations, in provements, or other ,..mrks of authorship Grantee arn:1/m Gr,mtee's co11traotm suoco11,tractor all(:1/or sub-reoipient may conceive of or d'.evelop in the course of tllis Agreement, wllelher or no they are eligible for pate11t, oopynght, !radernal'k, !rad'e secret **or** other legall protection.

B. Sharillg of Work Pmiduct and Rigll,ts

AlliWorik. Prnduot sllall be shared **with** !he Department and its parlnern for various pmpooes, includ'ing education, mitreach, transparency and ru um 1:eanni11g_

14. Spedal Condilions

Tile State reserves the li,ght to ad'd any special conditions to !his Agreement it deems necessary to assure tll0t the policy and goals of tile Program are achieved!.

ATTACHMENT D
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all REAP 2.0 goals and objectives. Grantee agrees to the performance measures included on the next page for the Project.

SANDAG

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: Small Scale Neighborhood Homes (SNNH) Initiative

Part A – Status of Activities

The table below lists the grant program/project's Performance Measures as selected by the grantee and outlined in the grant agreement. This table intends to monitor and assess the benefits achieved by the project for the reporting period. In each quarterly progress report, the grantee is required to provide updates on "Output Indicators" and "Outcome Indicators" for each Performance Measure

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Mix of housing unit types or sizes	Accelerating infill development that facilitates housing supply, choice and affordability	Through the public engagement process, discuss the potential for different types of small-scale neighborhood homes	Hold four public engagement sessions with different stakeholders to determine four types of small-scale neighborhood homes.	The city has not conducted public engagement sessions on small scale neighborhood homes.		
Zoning, streamlined housing production (including permit streamlining), fees, incentives, and other approaches to increase housing choices and affordability	Affirmatively Furthering Fair Housing (AFFH)	Create visualizations and standard designs that could be used to streamline the approval of small-scale neighborhood homes.	Prepare four visualizations/standard designs that can be used to streamline the production of small-scale neighborhood homes and increase the affordability of homes.	The City currently has zero visualizations of small-scale neighborhood homes.		

[1] - The quantifiable measurements or metrics will be used to assess the project's effectiveness in meeting the anticipated REAP goal/objective.
[2] -The baseline year will be calendar year 2023 and the final project calendar year will be 2025; data will analyze project benefits for to inform the Final Progress Report.
[3] - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), or deliverables that result from a program or project.
[4] - Outcome Indicators are the benefits that a project delivers during this reporting period. They measure the broader changes or benefits that result from the program or project.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Mix of housing unit types or sizes	Accelerating infill development that facilitates housing supply, choice and affordability	Provide visual representations of small-scale neighborhood homes that are currently not allowed	At least two visualizations/standard designs of small-scale neighborhood homes that would currently not be allowed under existing zoning	The City currently has zero visualizations of small-scale neighborhood homes.		
Number of new affordable housing units	Affirmatively Furthering Fair Housing (AFFH)	Areas where small scale neighborhood homes could be located in high and highest resource areas	Prepare an estimate of where small-scale neighborhood homes could be allowed in high and highest resource areas.	Number of potential sites in high and highest resource areas		
Number of distinct land uses arounds site	Reducing Vehicle Miles Traveled	Areas where small scale neighborhood homes could be located close to transit.	Prepare an estimate of where small-scale neighborhood homes could be allowed in areas close to transit.	Number of sites in transit rich areas		

SANDAG - Signature Request for Contract 6000327 for Small Scale Home Intuitive Reg Program

Final Audit Report 2024-12-04

Created:	2024-12-03
By:	Briana Alvarez (Briana.Alvarez@sandag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoFRJEpfD2Mq-yGiVhoEIWpTJk5Z1ZLHj

"SANDAG - Signature Request for Contract 6000327 for Small Scale Home Intuitive Reg Program" History

Document created by Briana Alvarez (Briana.Alvarez@sandag.org)
2024-12-03 - 4:40:45 PM GMT

Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
2024-12-03 - 4:40:53 PM GMT

Email viewed by Casey Smith (cdsmith@sandiego.gov)
2024-12-03 - 5:32:45 PM GMT

Document e-signed by Casey Smith (cdsmith@sandiego.gov)
Signature Date: 2024-12-03 - 6:28:52 PM GMT - Time Source: server

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2024-12-03 - 6:28:55 PM GMT

Document e-signed by Susan Huntington (susan.huntington@sandag.org)
Signature Date: 2024-12-04 - 1:02:55 AM GMT - Time Source: server

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2024-12-04 - 1:02:56 AM GMT

Email viewed by Samantha Foulke (samantha.foulke@sandag.org)
2024-12-04 - 1:56:12 AM GMT

Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-04 - 1:56:34 AM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2024-12-04 - 1:56:34 AM GMT

Adobe Acrobat Sign

This page starts the clean readable Attachment C referenced at the start of this document.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

   A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.

   B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.

   C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

   E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

   A. Grant funds cannot be disbursed until the Agreement has been fully executed.

   B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.

D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.

E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.

F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.

G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.

B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.

D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

E. The Department may request additional information, as needed, to meet other applicable audit requirements.

F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.

G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding $10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.

K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.

D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.

F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.

G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

H. Examples of a breach of this Agreement:

   1. Grantee's failure to comply with any term or condition of this Agreement.

   2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

   3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:

   1. Revoke existing REAP 2.0 award(s) to the Grantee;

2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;

4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.

2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. Regional impact explanation

    The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify

any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.

C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.

D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.

B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

EXHIBIT F

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO CITY AFFORDABLE HOME DEVELOPMENT MASTER PLAN REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT No. 6000330

Note: Attachment C to this document (Pass -Through Provisions From REAP Agreement) contains unreadable text. A clean readable Attachment C has been added at the end of this document.

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO CITY AFFORDABLE HOME DEVELOPMENT MASTER PLAN REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT NO.6000330

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments ("SANDAG") and City of San Diego ("Subgrantee"). This Agreement expires on March 31, 2026, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at https://www.sandag.org/about/bylaws-and-policies. This Agreement and the Subgrantee's performance are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

B. In 2019, the state legislature passed Assembly Bill 101, which created state grant fund programs to distribute one-time funding to regional entities to prioritize planning activities that accelerate housing production. Thereafter, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning grant program (REAP), which allocated $6.8 million to SANDAG. Using these grant funds, SANDAG established a regional housing incentive program to collaborate on projects with a broader regional impact on housing.

C. REAP 2.0 was established as part of the 2021 California Comeback Plan under Assembly Bill 140, and HCD allocated SANDAG $43 million. REAP 2.0 builds on the success of REAP 1.0 and expands the REAP program focus by addressing housing and climate goals in California through funding planning and capital activities related to the acceleration of housing production within infill areas that affirmatively further fair housing and reduce vehicle miles traveled.

D. On October 28, 2022, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the Housing Acceleration Program (HAP) Cycle 2 Call for Projects, including up to $16 million in funding from REAP 2.0.

E. On May 7, 2023, SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the HAP Cycle 2 funds for use on housing planning and capital improvement projects meeting certain criteria.

F. On October 13, 2023, the SANDAG Board of Directors approved a list of recommended HAP projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Subgrantee with funding to implement the Project.

H. Although SANDAG will provide financial assistance to Subgrantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

I. Subgrantee understands that REAP 2.0 funds were granted from HCD with statutory requirements and a SANDAG expenditure deadline of June 30, 2026. The SANDAG funding commitment to HAP Projects, including this Project, is subject to those statutory requirements and deadlines, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Subgrantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of $650,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.

II. PROJECT BUDGET

The Subgrantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Subgrantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Subgrantee may, with prior written approval from the HAP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,

2. The reallocation does not negatively impact the benefits obtained from the Project, and

3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Subgrantee agrees to provide matching funds in an amount of $100,000 of the actual cost of the Project, estimated to be 13.33 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Subgrantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Subgrantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Subgrantee's Share of Matching Funds

Subgrantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Subgrantee to pay for Project costs. The

Subgrantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Subgrantee's invoices must include its matching fund contribution, along with supporting, descriptive and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Subgrantee's Project Manager is Sean McGee.

The HAP Program Manager is Goldy Herbon.

Project Manager continuity and experience are deemed essential in Subgrantee's ability to carry out the Project under the terms of this Agreement. Should the Subgrantee change the Project Manager, it will provide written notice to the HAP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Subgrantee:
City of San Diego
Attention: Sean McGee
202 C Street MS 413
San Diego CA 92101

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

   Subgrantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Subgrantee's Capacity

   The Subgrantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Subgrantee, including but not limited to the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

3. Project Schedule

The Subgrantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Subgrantee agrees to comply with the Performance Measures included in Attachment D.

5. Changes to Project Scope of Work

This Agreement was awarded to Subgrantee based on the application submitted by Subgrantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Subgrantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Subgrantee knows or should have known that substantive changes to the Project will occur or have occurred, Subgrantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Subgrantee, or refunded to SANDAG, due to Subgrantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Subgrantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Subgrantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Subgrantee to violate any law, the Subgrantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Subgrantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Subgrantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Subgrantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Subgrantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Subgrantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Licenses and Permits

Subgrantee represents and warrants to SANDAG that Subgrantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

E. Standard of Care

Subgrantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Subgrantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Subgrantee or its subcontractors.

F. Third-Party Contracting

Although the Subgrantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Subgrantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Subgrantee shall not award contracts with a cumulative value over $10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Subgrantee, if intended as local match credit, must meet the requirements outlined in this Agreement regarding local match funds. Upon request by SANDAG, Subgrantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Subgrantee hires a third-party contractor to carry out work funded under this Agreement, Subgrantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Subgrantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Subgrantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

   - Subgrantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

   - Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Subgrantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Subgrantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Subgrantee is expected to fulfill any responsibilities typically performed by the Subgrantee, the Subgrantee agrees to assure that the entity carries out the Subgrantee's responsibilities as outlined in this Agreement, including but not limited to those in Attachment C.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Subgrantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Subgrantee.

5. Equipment Purchases

Subgrantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Subgrantee further agree that Subgrantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

The Subgrantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Subgrantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Subgrantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Subgrantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Subgrantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Type of Payment

The payment type for this Agreement will be reimbursement and will be based on actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables,and confirmation by the HAP Program Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit, and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Subgrantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Subgrantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries are often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG have been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning

Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment D) and the SANDAG Grant Monitoring Checklist provided by the HAP Program Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan (Notice). Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Agreement or Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Subgrantee must submit its Recovery Plan to the HAP Program Manager within 30 calendar days following the issue date of the Notice. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.

5. Subgrantee is responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be accompanied by captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, or by April 30, 2026, whichever occurs first, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule.

B. In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the HAP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Subgrantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the REAP 2.0 requirements, including the expenditure deadline set by the state for the REAP 2.0 program.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the HAP Program Manager. The HAP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Subgrantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee under this Agreement shall be the full compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Subgrantee's governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 03/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

03/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

03/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

Brief Project Summary: *The grant funding and the City's $300,000 matching funds from GPMF will further the City's ongoing efforts to accelerate home production through the assessment of to-be-determined City-owned sites for home development. With funding provided by SANDAG's Housing Acceleration Program Cycle 1, the Planning Department began studying the viability of utilizing City-owned land for homes by creating a framework for the identification of ideal sites for residential development. An operational needs assessment was then performed to discern which municipal departments would be most affected by residential development on city owned property and to identify any foreseeable issues with redevelopment. Upon completion of this work, the City will have a prioritized list of publicly owned sites best suited for residential development.*

The City Affordable Home Master Plan proposal will build upon the progress achieved during Cycle 1 and begin to prepare the prioritized sites for development. The preparation process will include conducting site-specific housing development analyses and the creation of a housing typology capacity framework that addresses market-rate, deed-restricted, permanent supportive, and transitional housing. Additionally, this phase of the project will include developing a facility-focused operational needs-based analysis that will serve as a planning document for the transition of existing City department resources to new locations. Additionally, the City Affordable Home Master Plan will also include an in-depth analysis on developing new facilities for populations experiencing homelessness. This analysis will include identifying potential shelter sites and working with relevant partners to establish new homes and services for the unsheltered. All work associated with this phase of the project will be performed in accordance with the Surplus Land Act (SLA).

Part II: Scope of Work and Budget

[List the Project tasks and corresponding budget. The Total Project Cost column will auto-calculate.]

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	*Enter task descriptions. Limit sub-tasks to major milestones.*	*Enter Task Details*	*Enter deliverables associated with each task.*	*Enter amount requested*	*Enter Local Match (non-REAP funds)*	*Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).*
Task Example	*RFP for affordable housing consultant: Develop and issue RFP*	*Please describe the methodology used in preparing the RFP/RFQ and the competitive proceedures. (Example: The SANDAG Sustainable Communities On-Call will be used to identify potential firms. The RFP will be provided to those pre-qualified firms and the highest-ranked firm will be selected considering the team's relevant experience, approach to the work, and cost.*	*Draft RFP; final RFP; signed consultant contract*	*$ 5,000.00*	*$ -*	*$ 5,000.00*
Task Example	*Public Outreach*	*Describe the type and number of workshops/mailings/surveys that will be used to reach community stakeholders. (Example: 4 community planning workshops will be held for community participation, a stakeholder*	*Outreach materials*	*$ 25,000.00*	*$ 2,000.00*	*$ 27,000.00*
1	*Issue Task Order for Consultant Team*	*The task order will be issued to a consultant on the Planning Multidisplinary on-call list. Planning Department staff will review available consultants and select the most qualified team to produce standarized plans.*	*Draft Task Order; Negotiate Scope; Route Approved Task Order and Scope; Approved Task Order*	*-*		*$ -*
2	*Public Outreach*	*City staff will meet with consultant team to determine the best manner to engage and receive input for the Public Engagement Strategy of the Affordable Home Master Plan.*	*Draft Public Engagement Strategy Plan and materials*	*$ 100,000.00*	*$ 20,000.00*	*$ 120,000.00*
3	*Housing Typology Framework*	*The consultant will work with City staff to develop a draft technical memorandum detailing a housing typology framework for market-rate, deed restricted, permanent supportive, and transitional housing for the prioritized sites.*	*Draft technical memorandum for Housing Typology Framework*	*$ 50,000.00*	*$ 20,000.00*	*$ 70,000.00*
6	*Potential Shelter Site Analysis*	*Utilizing the Site Specific Housing Analysis, the consultant will work with City Staff to develop a draft technical memorandum detailing the type of shelter facilites that could be developed upon those sites which were determined to best accommodate shelters.*	*Draft technical memorandum for Potential Shelter Site Analysis*	*$ 50,000.00*	*$ 20,000.00*	*$ 70,000.00*
4	*Site Specific Housing Analysis*	*The consultant will work with City staff to develop a draft technical memorandum detailing a highest and best use analysis for each of the prioritized sites. The memorandum will identify and address any environmental reviews that need to be performed in association with redevelopment of the site.*	*Draft technical memorandum for Site Specific Housing Analysis*	*$ 300,000.00*	*$ 20,000.00*	*$ 320,000.00*

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part I: Project Overview

Project Location: *Citywide*

Brief Project Summary: *The grant funding and the City's $300,000 matching funds from GPMF will further the City's ongoing efforts to accelerate home production through the assessment of to-be-determined City-owned sites for home development. With funding provided by SANDAG's Housing Acceleration Program Cycle 1, the Planning Department began studying the viability of utilizing City-owned land for homes by creating a framework for the identification of ideal sites for residential development. An operational needs assessment was then performed to discern which municipal departments would be most affected by residential development on city owned property and to identify any foreseeable issues with redevelopment. Upon completion of this work, the City will have a prioritized list of publicly owned sites best suited for residential development.*

The City Affordable Home Master Plan proposal will build upon the progress achieved during Cycle 1 and begin to prepare the prioritized sites for development. The preparation process will include conducting site-specific housing development analyses and the creation of a housing typology capacity framework that addresses market-rate, deed-restricted, permanent supportive, and transitional housing. Additionally, this phase of the project will include developing a facility-focused operational needs-based analysis that will serve as a planning document for the transition of existing City department resources to new locations. Additionally, the City Affordable Home Master Plan will also include an in-depth analysis on developing new facilities for populations experiencing homelessness. This analysis will include identifying potential shelter sites and working with relevant partners to establish new homes and services for the unsheltered. All work associated with this phase of the project will be performed in accordance with the Surplus Land Act (SLA).

5	*Facility Focused Operational Needs Analysis*	*The consultant will work with City staff to develop a draft technical memorandum creating a facility specific relocation plan for each prioritized sites under consideration for redevelopment.*	*Draft technical memorandum for Facility Focused Operational Needs Analysis*	*$ 150,000.00*	*$ 20,000.00*	*$ 170,000.00*
			TOTAL PROJECT COST:	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

Part III: Summary of Funding

Total Project Cost:	$	750,000.00
Total Grant Request:	$	650,000.00
Total Matching Funds:	$	100,000.00

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

Part IV: Project Budget and Expenditures Per Fiscal Year

SANDAG staff will use this information for the Regional Transportation Improvement Program (RTIP) if this project receives funding.

Category*	Fiscal Year (FY) 2024 (July 1, 2023 - June 30, 2024)		Fiscal Year (FY) 2025 (July 1, 2024 - June 30, 2025)		Fiscal Year (FY) 2026 (July 1, 2025 - June 30, 2026)		Total Grant Amount	Total Matching Funds	Total Project Cost
	Grant Amount	Match Amount	Grant Amount	Match Amount	Grant Amount	Match Amount			
ENV/ENGR			$ 225,000.00	$ 50,000.00	$ 425,000.00	$ 50,000.00	$ 650,000.00	$ 100,000.00	$ 750,000.00
ROW							$ -	$ -	$ -
CONSTRUCTION							$ -	$ -	$ -
Total	**$ -**	**$ -**	**$ 225,000.00**	**$ 50,000.00**	**$ 425,000.00**	**$ 50,000.00**	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

*Key

Category	Category Description
ENV/ENGR	Environmental, Engineering, and Planning
ROW	Right-of-Way
CONSTRUCTION	Construction

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: City Affordable Home Master Plan

Part II: Project Schedule

Propose a timeframe for the Project tasks. The schedule must use the same tasks that are in the Scope of Work and be based on the number of months from the Notice to Proceed (NTP).

Task No.	Task Description	Schedule		
Enter Task or Subtask Number (tailor as needed)	*Copy and paste the description from the Scope of Work.*	*Enter start date as number of months from NTP. Enter whole numbers.*	*Enter end date as number of months from NTP. Enter whole numbers.*	*Enter total duration anticipated for task completion. Enter in number of months. Enter whole numbers.*
Task Example	*RFP for affordable housing consultant: Develop and issue RFP*	*1*	*4*	*3*
Task Example	*Public Outreach*	*5*	*12*	*7*
1	*Issue Task Order for Consultant Team*	1	2	*1*
2	*Public Outreach*	3	6	*3*
3	*Housing Typology Framework*	7	10	*3*
4	*Potential Shelter Site Analysis*	11	14	*3*
5	*Site Specific Housing Analysis*	14	17	*3*
6	*Facility Focused Operational Needs Analysis*	14	17	*3*
			Total Project Duration (In Months from NTP):	**17**

Note: This page starts the Attachment C that contains unreadable text. A clean readable version of this Attachment C is provided at the end of this document.

ATTACHMENT C

PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

A. The Grantee, its empbyees, contractors, and s1.1bcontractors shall estalll'islli a:nd maintain an acw1.111ting system and reports tllat pfQperly accumullate incurreclpiqect costs tJy line. Tl'le accounting system shalll confmrn to Generally Accepted Accoo11ting Plincipl:es (GAA!P}, en.ml.e the determination ofi incurred coots at i11tel"im p·onts ofi compl:e1!ion, and!pmvide support for payme11rt vo1.1ch.ei-sam:i i11voi:ces. Grantees may establish and maintain an accounting system and reports, as d'.esclibed above, on beilalf of contractors and subcontractors.

B. The Grantee must establish a separate ledger account for receipts and e)(!penditures ofi grant fundlsand maintain expenditure details·n accordance with the budget a11d timeUne. Separate bank acwu11rts are not required. As appRIJ)liate, Grant.ses must estalllisil s9iparate ledgers for State General runds and other fum:ls associated with proposed uses 110 provid'.ed by 1he REti;P 2.0 Prngram.

C. The Grantee shall maintain documentation ofi its normal prno1.1rement poUcy and competitive bid process (includ!ing th.e use of sole source purchasing}, aml financial records of e)(!penditures incurred duling1he course of tll.e piqect in accordance with GAAP.

☐. The Grantee agrees 1hat the Department or designated representative shall have the light to,review a:nd to copy a11ry records and supporting d:Oc11me11tation pertaining to the pertormance of tile Agreemenl

E. The Grantee agrses lo maintain such records for a possible aud'it after tile final payment for at 1:east five years aliter all funds have been expend'.ed or returned to the stare unless a longer period of records retention is stipulated. Wherever practi:cable, such rec,ords should lle oollect.ed, transmitted, and stored in open and macllline-readabl.e formats.

F. Co11rtractors and suboo11rtraotors employed by the Grantee and paid with moneys. under tile terms ofi lhis Agreement sll.:illlbe responsible for mai11rt·11ing accou11rting records as specified aoove.

2. Invoicing

A. Grant funds cannot be disllursed 11ntill117.e Agrsement has been full¥ exec1.1ted.

B. The Grantee wi11be respolilisible for compiling and sullmitting alllinvoioes and reiPorting doc11me11ts.

C. The Grantee must bill the Department bs'lsed 0111 cl'.ear deliverables outlined in the Agreeme11rt m b1.1dget limerne. Generally, approved a11d el'igillle costs inru1red for work after execution of lhe Agreement and completed duling the grant term wmlle reimllui-sable. How:ever. elig"ble activities conducted plior to award willlbe

raimbtusable to Jufy 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are irnel'igi11'.e.

☐. Gra11tees w o received advance runds sllall expend all such funds or demonstrate su'bstantiallprogress prim to requesting additional aclvanced fu11ding by submitting an updated projeot timeline and bud'.get, inoluding e pendiitme piugrass for their eligible projects from the appl'icaticm andlany suppomng documentation.

E. PKlject·nvoices may lle submitted to the Department by lhe Grantee on a quarterly basis or upon completion of a del'iverable, subject to the Departme11t's ap;p10vall.

F. The Oepartrment m.,iy consider advance payments or alitennatirve arrangernents to raimbtusement.and payment methods llasedlon demonstrated need. The Department may oonsider factors suah as availabl'.e rund!sror eligible aotivities. Su1allocatio111s mwt request funds i11i1ncrements, schedule for aclvanoe payments or otller fom1 app10vedl by the Department, and report piugress according lo a111 impl'.ementalion and expendiiture timetable.

G. Supporting doomnentation may incl'ud'.e, but is not limited to, purcllase orders, reoeipts, progress payments, su'bcan1ractor invoices, omecard!s, reports, or any other d'.ocument.ationias deemed neoessruy by the Department to support the raimbursement.to the Grantee for exipendiitures incurred.

hi. Invoices must Im acoo11 panied by supporting docume11tation wll.ere appropriate. **Invoices** without supporting documentation **will** not lle paid. The Departme11t may wil!hll.old 1up **to** 10 percent of the grant 1un,ti'l grant terms have lleen fulfilled!·,ndm::ling all required!reporting.

3. Audits

A. At any time during tile term of tile Agreement, tile Department may perform **or** cause to lle performed a financial audiit of any and alllphases of lhe award. At the Department's request, tile Grantee shalll provide, at its ow,n expenoo, a financial audit prepared l)y a certified publf:c aa:ountant. The Depamne11t 11.is !he ligh,t to review p10ject documents and conduot aud ts duri11g pKljeot impl'.ementation and over the proj,ect life.

B. The Grantee agrees lhat lhe Departrment or tile Oepartmenfs designee shall have the rigll,t to reviei.v, olltafn, and oopy all racorn:s and sup;portfng d'.ocumentatio111 pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Departme11t. or the Departrment's designee, vmh any rel'.evant intorma1!ion requested.

☐. The Grantee agrees to permit the Department or tll.e Oei,Partmenfs d'.esignee aooess to its premises, upon reason.;ible notice, duiing normal!business hours for the purpose minterviewing empl'.oyees who might reasonably have i11formation ralated to su:oh records and inspeoling and copying suclli books, racords, aa:ounts, and o her

material that may be rel:evant to a matter lllnder in1'estigatiorn1for the puipose of d'.etem1ining compl'iarnce with sta Llles, REAP 2.0 G'l.lid'.el'ines, and the Agreement.

E. The □eparbnent may request additional inforrnati.olill, a,s needed, to meet o her a;ppJicabl:e audit requirements_

F. The □eparlment may monitor exipenditures and activities of ai Grantee or its d'esignees, contraotors or subcontractors, a,s the Oeil)artment deems necessary, to ensure compliance with REAP raquirements..

G. Grantees using fed:eral or state transportation planning 1iunds administered through the Overall Worik. ProgramOWP} silall dearty identify tile source of fimds.

f-1. If there are audit findings, tile Grant.ee must submit a detailed response aa::9ip!able to !he Department for each aud'it finding wilhin '90 days fmm the date oflhe aud'it finding report.

I. The Grantee agrees to maintain suoh records for possible aud'it after til.e final payment for at 1:eaist live years affer all funds have tJeen expended or returned to the state unless a long.er period of records retention is stipulated. Wherever practi:ca Jle, suoh records silould be oollected, transmitl.ed, and stored in open and maciline-readabl:e formats.

J_ If any li:tigationi, claim, negotiation, audit, monitoring, inspectiolill, or other action ilas !Jeen started before tll.e expiration of the requirad record retention period, alll racoms must be retained l)Y the Grantee and i:ts d'.esignees, cm1traotors, and sub-contractors untill compl:eticm of til.e action and reso utio11o1f alllissues which arise fmm i:t. In any contract !hat it enters into in a11a1mount exceeding $110,000, the Grantee shall include the Department's right to aud'it til.e cm1tractol"s records and irn,ter!Jiew !heir empl:oyees.

K. The Grantee shall comply wil!h and be aware of !he raquirements and penalties for viol!ations of fraud and for obstruction of in,'i'estigation a,s set forth in California Publi:c Contracts Cod'.e Section 10115.10.

4. Remedies omd Non-pe:rtorm11nce

A. Any dispute ooncerning a question of ract al'ising under this Agreement tilat is not disposed of by agreement shalllbe decid'.ed by tll.e D9ipartment's Housing Policy Develo;pment Manager, or the M!anager's d'.esignee, who may consid'.er any wlitten or verbal evidence submiitted by !he Grantee. The d'.eciisian of til.e Of:ipartment's Housing Policy □evel:opment Manager or Designee shalll be the Department's final d'.ecision regarding **the** dl pute, not subj,eol to appeal.

B. Neiitll.er !he pend'.ency of a di pute **nor** its ccmsid'.eratiorn1by tile 09ipartment willl exouse the Grantee from fu llland timely pertorm,moe **in** accord1:moe wiitlilithe tem1s of **this** Agreement.

C. In the event 11hat it is de.tem1ined, at1he sol'.e disoretion of tile Department, that tll.e Gra11tee is not meeting tll.e terms and com:Mi011s o.f1he Agraement, imrned atelyupon reoeirving a written noti:oefrom the Department to stop 1NOlt, the Grantee sllall oeaw all W'Olk under the Agraement. The □epartment has1he sole disore.tion to determine that Ille Grantee meets lhe terms and conditions atter a stop 1;WO1;: order, and to d'.eliver a lNlitlen m:mceto the Gra11tee to resume worik. und'.er the Agreeme11t

□. The □e;partrllent has11he right to tem1inate tlle Agreement at any time upon 30 days written notice. The 11otice shall specify the reason for early termination and may permit the Grantee or tll.e Departmeht to rectify any deficiency(ies),pl"ior to tile earty tem1ination date. The Grantee will submit any rrequested d'.ornments to 11he Departmentwith·n 30 dlays of the eartyte1mi11atio111notioe.

E. The appli:ca11,t must demonstrate a clear and sig11ificantne)i)USto REAP 2.0 Program goals and objectives and must carry ol.11:provisions to mee.t th.e Prngram g:oals and objectives andother rrequirements, inoluding, but not limited to, adoptionm compl'.e.tion of activities towarrl Poli:cyOurtcomes and impl'.ementation ofi el'igi lie use aciirvilies funded through a suballocation prooess. Arr, llack of action m aotion inconsistent withREAP 2.0 rrequirements may reslllitin review and could be subj,ect to repayment of the grant

F. At any time, if1he □eparlment finds1he Grantee inoludedlraise·nfom1ati1::min the advance or finallapplication or as part of the application review, the □epartment may rrequire Ille repayment of funds.

G. Gra11tees are responsible for suballocations mee-ting all REAP 2.0 reciuireme11ts.

hi. Exarnpl'.es ma braachroftllis A.graement:

1. Grantee's failure to oon ply withany term **or** oondiition of this Agreement.

2. Use of, m pem1iitling theuse of, grant runds provided under this Agreement for any ineligible cos-ts **or** for any actii!Jitynot specified and ,1pproved under11his Agreement.

3. Airy failure to oomply with tll.e deadlines set for11ihn tllis Agreement mi less approved by tll.e Program Manager in wriiting.

I. The □epartrllent may, as it deems ap;pro;priate or necessary, require the repayment of funds from **a** Gra11tee, or pursue any other remed es available to iitby lav.rfor failure to comply with all REAP 2.0 Program requirements.

J. **In** ad'.dition **to** any **other** remedies that may be availlalie to tile Department i111law **or** equity for breaoh of this Agreeme11,t, tile Departmen,t may at its discretion, exercise a variety of remedies, inoluding but not limiited to:

1. Revoke existing REAP 2.0 award'(s),to tll.e Grantee;

2. Require the ra um of une pern::led REAP 2.O fundls d sbursed urn::ler tl'1is Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under tllis Agreement;

4. Seek a oomt order for specific performance oHhe obligation defaulted upon, or !he appointment of a receiver to complete !he oMigations in aooord!anoo wiitlilitlil.e REAP2.0 Program requirements.; and

5. Otl'ler remedi.es avail!able at law, l)y and through this Agreement. Alli remedies avail!able lo tile Department are oumu1atiwe and not exolusive.

6. The Department maiy g·ve W'litten rn:mce to tll.e Grantee to oure tl'le breach or viola.ti.on within a period of not less tll<im 15 days.

K. The Grantee may be su 1ject to amendment of !his seotion as a result of subsiequent applications and awards.

5. Reporti11g1

A. At any lime during tll.e term of tile Agreement, tile Department maiy request a perfom1a:nce report that demonstrates salisfaction of all requirements id'.entified·n tile Agreement wi'1!h emphasis on eligible activiiti.es, eligibl'.e uses, and e pendiitures aooord"ing to timel"ines and budgets referenced in the Agreement.

B. Grantees sllall submit a report, in !he fom1 and manner prescribed by tll.e Department, to lm mad·e publicly availalll'.e on its wellsite, lly April 1 of the year following the receipt of1hose funds, and annually thereafter until tllose funds are e:xipended, tll.at contains the fo||'.owing information:

1. The status of ttle Piroposed LJses and expendirures listed in the Grantee's ad\ranoe and fulll applicalions for fund"ing and pl'Ogress of each Proposed LJse toward all the objootives of the REAP 2.0 program as provided in the Guid'el"ines and explained in the applications.

2. An e:xiplanatio111a:nd quantification, where appropriate, o.fthe progress achi.eved toward all o1i the objeotives o.f the REA.P 2.0 program, barriers and solutions for each Proposed Use Ulm is consistent with and incorporates the metrics in th.e fulll ap;pl"ication, inoluding, but not limited to
   i. Housing unHs acceleratedl,
   ii. Reductions in Vehide Miles Traveled Per Capita,
   iii_ Location of investment,
   iv. Socioeconomic statistics about tile impacted geograpl11y, a:nd
   v. Reg·onal impaot expl011alion

   The re;port must identify whether Pio;pooed Uses ovel1ap with other programs lhm share the same objootives as RIEAP 2.Cl The Grantee sllmJ'ld so identify

.my meas1.1rement chall:engeshat persist and higilligil,t a!lry adminiiStrative barriers that prevent it from o ltaining the information it needs ID perfom1 !Jetter arn:iliysis mprogress made achieving REAP 2.0 Objectives a!ld make adjustments to tile extent poss1 Jl'e in subse{luent f"e\porting years..

3. All status a!ld impact reports shall lbe categorized based on rtile eligi:,Je uses specified in Seotion 50515.08 of til.e statl.lte.

C. Gr.mtees shall post, make availa ll'.e, and upd!ate, as appro;pliate cmits internet website, land use maps and Vehicle Miles Traveled generation maps produced in lhe d'evelopme!lt of its adopted SGS, as applica ll'.e.

□. Gr.mtees shall oollaborate and share progress, templates, and best praotices wilh lhe Departrllent and tellow reoipielTTts·n implementation oHunds. To til.e greatest extent practicable, Gr.mtees shalll oomrdl!late with olher Bligible EITTtities in llle d'.evelopme!lt of appl'ications, consider potenti.:illfor j:o·!lt actii!Jilies, and seek ID wmd'inate hl1ms·ng and lr.msporlation planning acKliSS regions.

E. Upon completion of alll deliverables within lhe Agreement, lhe Grantee shall sulmiit a dose ol.lt report in a ma:nlTTer and form prescribed by tile Department.

1. Grantee may include a lilTTe item for advance payment or reimbursement, as part m its adminislrative oosls, for its filTT.il report that is d.ue by June 30, 2026. Funding requests forfilTTallreports mus! Im sulm1itl.oo no later Ulan M!arrch 31, 2026.

6. Ind'emnificaflion

Neither ttl.e Department mn any omoer, employee or designee thereof is responsilll'.e for any inj,1.1ry, damage or liabil'ity occurring by reason of anylhilTTg d'.cme or omitted by the Grantee, its officers, employees, agelTTts, its oontraotors, its su'l)-recipients or its s1.11loontract.ors under or in conneotion ·lh any work, authority or jurisdiotion oonferred upon the Grantee under lhis Agreement, Guidelines or staMe. Il is U!lderstood and agreed that lhe Grantee shall full(Ydefend, ind'.em!lify and save harmless lhe Departme!lt and all m til.e Oepartmenfs staff from all olaims, s1.1its or aotions of every name,ind and desoriplion brought forth und'.er, inoludlng, but not limiitoolD, tonuous, oontraorual, inverse oondemlTTation or other tileories or assertions m liabil'ity occurring lly reason of anylhing do!le or omitted to be done by lhe Grantee, its offi:oers, employees, agents, contractors, s1.1lHecipients, or s1.1 loontraolors under ttlis Agrsemen Guidel"nes or statur te.

7. Waivers

No waiver of any breaoh of this Agreement shall be held ID lle a waiver of any prim or s1.11lseq11:ent breaoh. The failure of lhe OeiPartment to enforce at any time the provisions of til is Agreement, or to require at any time, pertormance by1!he Grantee of tilese provisions, shall in no way lle oonstrued ID lle a waiver m s1.1oh provisions nor ID affect. lhe val'id'ity of tilis Agreement orhe l"igilito fh e Depailment to enforce lhese provisions.

RegiomlE!arty Action Planning Grants m2021 (REAP 2.0)
NOFA Date: Ju'ly 11a, 2022
Approved D.:ite: November 10, 2022
Prep. Date: Oeoember 14, 2022

8. Relationship of Parliies

It is expressly u11derstooo tilal this Agreeme11t is an agraement exeollled by and between 1:JNo indepe11dent g:ovemmentallentiti.es and is not intended to, and sh.ill not lm constru:ed to, create lhe relationship of agent, servant, employee, partnership, joint venture or assooiation, m any other relatio11ship wh.itsoever other **than** that of an i11depend'ent party_

9. Third Party Contracts

A. All state-govennment funded procurements must be conducted iusi11g a fair andl competitilie procurement pnmess. Ttle Grantee may use its 01;1.rn p10Curement procedures as long as tile plODedmes comply wiith alllCityfCmmty l ws. rules a:nd ordill!anoes g0i1iern1ing p10CUreme11t, and all applicable provisions mCalifonni.i state l w.

B. An,y contract entered i11to as a result of tilis Agreement sllalll contain all the proiliisions stipu'lated i11t1ilis Agreement and shall be applicable to the Grantee's sub-reoipients, contractors, and subcontractors. Copies of all agreements with sub-reoipients, contractors, and subcontractors sh.ill l)e suim1iitted to tll.e Department's program ma11ag:er.

C. The Oepartment does not have a contractu relationship with the Grantee's sub-reoipients, contractors, or subcontractors, and the Grantee shall be fili'lly responsible for monitoring and ent:oroement of those agraements.andlall work pelfcnmect thereunder.

10. Comoili nce wiU11 State aml Federal La ws, Ru'les, Guidelines and Re-nulations

A. The Grantee agraes to comply with all state a11d fed'.eral laviJS, rn es and regulations that pertain to constru:ction, health and sat:ety, lru}or. fair empl'.oyment practices, squat opportuniity. and all other m.itters appl'icable to the grant, the Grantee, its contractors **or** suboontraotors, and any other grant actirvity.

B. During lhe perfmm.inoe of tllis Agreement, tll.e Grantee assures that no othe 1ise qualified perso111 shall be exdudoo from participation or empl'.oyment, d'.enied program benefits, or be subjected to discnminatio11based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic·nfom1atio111, age, d1sallility, h.indicap, familial sta us, rel'igio111, or ttelief, under any program or aotiviity funded by !his contract, as req,ufred by Title VI of tll.e Civil Rights Act.o1f 1964, the Fair hlousing Ao! {42 USG 3601-20) and alll implementing reg1.1l tions, and U1.e Age Discrimi110tion Act of 1975 and alll irnplementi11g regulations.

C. The Grantee shall include llle 11ondisoriminatio11and compl'i.mce provisions of ttlis cl'awe in all agreements witllrits sulHeoipients, contractors, and subco11tractors, and sillall inolude a requirement in all agreements that eacillrof thermi11t1um inolude the nondiscnmi11alion and complianoe piovisio11s of this olause in all 0011rtracts and subcontracts !hey ente·rnto to perform wnrik. und'.er the REAP 2.0 Program.

D. The Grantee shal , in the course of pelform·ng project W'Or1\, fu 1¥ comply wim the applicalJl:e piovisions otillle .A.rnelicans with Disabil'ities Act (ADA) o.f 1990, which prollibiits disclimination 0111the basis of disabi1iity, as welll as alllappli:cable ragu lations and g1.1id'.elines issued p1.1rsuant to the ADA. (42 U.S.C. 12101 et seq.}

E. The Grantee shal ad'.opt and implement affirmative prnresses and prnred1.1res that provide·nformatii::m, 01.1treaoh and piomotion of opportunities in the REAP proj,ed to enco1.1rage participation mall persons regardl:ess of race, color, nationall:oligin, sex, ralig·on, rammall statu;s, or dis Jility. This indudes, b1.1t is notlimited to, a minority 01.1treaoh piogram to ens1.1re ttie incl1.1sion, to,tile maooimum exient possible, of minorities and W'Omel1,and enMi.es mvined by m·norities and W'Omen, as req,1.1ired by 24 GRR 92.351.

Lifligaflion

A. If alilly provision m this Agreement, man underlying obligation, is held invalid by a w1.11t of competent jurisdic1ion, s1.1cll invalidity, at tll.e sol:e disoretion of the Department, shall no affeeit any otller provisions of this Agraement and tl'le rema·nder offilisA.graement shall rem.,iin in full force and effeot. Therefme, the provisions of this Agreement are, and sll.,illl be, deemed severable.

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalltake s1.1ch aotion with respeot to the olaim or legal action consistent wilth the terms of tllis Agreement and Ille interests of the Department.

Chang·es in TennslAmend1nents

A. The Grantee may be s1.1bject to amendmerns to,this seotic:mas a result **of** s1.1bseq1.1ent applications and awards.

B. This Agreement may only lJe amended or modified by m1.1t1.1al wmten agreement of both parties.

13. State·0Wned Data

A. Definitions

1.. Wor1\:

The w-ork to be direct!¥ or indirectly prod'1.1ced by tile Grantee, its employees, or by and of the Grantee's contractor's, s1.1 Jcontractor's and/or s1.1b-recipienfs employees und:er this Agreement.

2. Wor1\Product:

Alli del1verables created or produced frnm Worik.under this Agreement fncludingi, lmt not l'imiitoo to, all Worik. and d'.el'ivera Jles 0011,oei1ved or made or, hereafter

colilceivedl or made, either solely or j:oi11tlty with others d.uri11g tile term of !his Agreement and d11rililg a period of siocmonths after tile term·11a1Jicm thereof, wl'lich rel'ates to ttle Worik. commissioneo or performed under this Agreement, are colilsid:eroo Worik. P,roduot. Worik. PIOduot i11dudes all deliverables, inventions, innovations, in provements, or other ,..mrks of authorship Grantee arn:1/m Gr,mtee's co11traotm suoco11,tractor all(:1/or sub-reoipient may conceive of or d'.evelop in the course of tllis Agreement, wllelher or no they are eligible for pate11t, oopynght, !radernal'k, !rad'e secret **or** other legall protection.

B. Sharillg of Work Pmiduct and Rigll,ts

AlliWorik. Prnduot sllall be shared **with** !he Department and its parlnern for various pmpooes, includ'ing education, mitreach, transparency and ru um 1:eanni11g_

14. Spedal Condilions

Tile State reserves the li,ght to ad'd any special conditions to !his Agreement it deems necessary to assure tll0t the policy and goals of tile Program are achieved!.

ATTACHMENT D
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all REAP 2.0 goals and objectives. Grantee agrees to the performance measures included on the next page for the Project.

`

SANDAG

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: City Affordable Home Development Master Plan

Part A – Status of Activities

The table below lists the grant program/project's Performance Measures as selected by the grantee and outlined in the grant agreement. This table intends to monitor and assess the benefits achieved by the project for the reporting period. In each quarterly progress report, the grantee is required to provide updates on "Output Indicators" and "Outcome Indicators" for each Performance Measure.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Mix of Housing unit types or sizes	Reducing Vehicle Miles Traveled	Number of home types on city owned sites that are in transit-rich areas of the city	Identify locations for a variety of homes on city owned sites near transit including homes for families, homes for individuals, affordable homes, and homes for unsheltered people	0 homes		
Increasing land use intensities	Accelerating infill development that facilitates housing supply, choice and affordability	Number of city-owned sites that could accommodate homes	Identify at least 10 sites that allow for housing where does not currently exist.	0 sites	More homes allowed on city owned sites	Increased capacity for homes

[1] - The quantifiable measurements or metrics will be used to assess the project's effectiveness in meeting the anticipated REAP goal/objective.

[2] -The baseline year will be calendar year 2023 and the final project calendar year will be 2025; data will analyze project benefits for to inform the Final Progress Report.

[3] - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), or deliverables that result from a program or project.

[4] - Outcome Indicators are the benefits that a project delivers during this reporting period. They measure the broader changes or benefits that result from the program or project.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Number of new affordable housing units in Higher Resource Areas	Affirmatively Furthering Fair Housing (AFFH)	Number of affordable homes allowed on city-owned sites in high and highest resource areas	Identify locations for at least 250 affordable homes on city-owned sites in high or highest resource areas	0 homes		
New or enhanced public services and community assets such as parks, schools, social service programs, active transportation, infrastructure, and other community amenities	Accelerating infill development that facilitates housing supply, choice and affordability	Number of city owned sites with an existing library that could include homes with the development of a new library	Identify at least 3 sites suitable for potential additional housing development with the development of a library	0 sites		
Count of sites developable for future housing	Accelerating infill development that facilitates housing supply, choice and affordability	A number of city-owned sites that could receive streamlined approvals and utilize housing incentives.	Identify at least 10 sites suitable for additional housing development using streamlined approvals and housing incentive programs	0 sites		

SANDAG - Signature Request for Contract 6000330 Affordable Home Master Plan

Final Audit Report 2024-12-04

Created:	2024-12-03
By:	Briana Alvarez (Briana.Alvarez@sandag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9fRRGX0Icxp3Avlbm83OK8vMwuZfnEXe

"SANDAG - Signature Request for Contract 6000330 Affordable Home Master Plan" History

Document created by Briana Alvarez (Briana.Alvarez@sandag.org)
2024-12-03 - 4:45:09 PM GMT

Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
2024-12-03 - 4:45:22 PM GMT

Email viewed by Casey Smith (cdsmith@sandiego.gov)
2024-12-03 - 6:29:01 PM GMT

Document e-signed by Casey Smith (cdsmith@sandiego.gov)
Signature Date: 2024-12-03 - 6:30:34 PM GMT - Time Source: server

Document emailed to Susan Huntington (susan.huntington@sandag.org) for signature
2024-12-03 - 6:30:36 PM GMT

Document e-signed by Susan Huntington (susan.huntington@sandag.org)
Signature Date: 2024-12-04 - 1:02:20 AM GMT - Time Source: server

Document emailed to Samantha Foulke (samantha.foulke@sandag.org) for signature
2024-12-04 - 1:02:22 AM GMT

Email viewed by Samantha Foulke (samantha.foulke@sandag.org)
2024-12-04 - 1:56:48 AM GMT

Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
Signature Date: 2024-12-04 - 1:57:11 AM GMT - Time Source: server

Agreement completed.
2024-12-04 - 1:57:11 AM GMT

Adobe Acrobat Sign

This page starts the clean readable Attachment C referenced at the start of this document.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

   A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.

   B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.

   C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

   E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

   A. Grant funds cannot be disbursed until the Agreement has been fully executed.

   B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.

D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.

E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.

F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.

G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.

B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.

D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

E. The Department may request additional information, as needed, to meet other applicable audit requirements.

F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.

G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding $10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.

K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.

D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.

F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.

G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

H. Examples of a breach of this Agreement:

   1. Grantee's failure to comply with any term or condition of this Agreement.

   2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

   3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:

   1. Revoke existing REAP 2.0 award(s) to the Grantee;

2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;

4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.

2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. Regional impact explanation

    The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify

any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.

C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.

D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.

B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

EXHIBIT G

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO MID-CITY COMMUNITIES PLAN UPDATE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT No. 6000329

Note: Attachment C to this document (Pass -Through Provisions From REAP Agreement) contains unreadable text. A clean readable Attachment C has been added at the end of this document.

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO MID-CITY COMMUNITIES PLAN UPDATE REGIONAL EARLY ACTION PROGRAM 2.0 HOUSING ACCELERATION GRANT PROGRAM – CYCLE 2

SANDAG CONTRACT NO. 6000329

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments ("SANDAG") and City of San Diego ("Subgrantee"). This Agreement expires on March 31, 2026, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at https://www.sandag.org/about/bylaws-and-policies. This Agreement and the Subgrantee's performance are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

B. In 2019, the state legislature passed Assembly Bill 101, which created state grant fund programs to distribute one-time funding to regional entities to prioritize planning activities that accelerate housing production. Thereafter, the California Department of Housing and Community Development (HCD) established the Regional Early Action Planning grant program (REAP), which allocated $6.8 million to SANDAG. Using these grant funds, SANDAG established a regional housing incentive program to collaborate on projects with a broader regional impact on housing.

C. REAP 2.0 was established as part of the 2021 California Comeback Plan under Assembly Bill 140, and HCD allocated SANDAG $43 million. REAP 2.0 builds on the success of REAP 1.0 and expands the REAP program focus by addressing housing and climate goals in California through funding planning and capital activities related to the acceleration of housing production within infill areas that affirmatively further fair housing and reduce vehicle miles traveled.

D. On October 28, 2022, the SANDAG Board of Directors approved the program eligibility and evaluation criteria for the Housing Acceleration Program (HAP) Cycle 2 Call for Projects, including up to $16 million in funding from REAP 2.0.

E. On May 7, 2023, SANDAG issued a call for projects from local jurisdictions in San Diego County that wish to apply for a portion of the HAP Cycle 2 funds for use on housing planning and capital improvement projects meeting certain criteria.

F. On October 13, 2023, the SANDAG Board of Directors approved a list of recommended HAP projects for this competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work and Budget, and Project Schedule are included as Attachments A and B, respectively.

G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Subgrantee with funding to implement the Project.

H. Although SANDAG will provide financial assistance to Subgrantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

I. Subgrantee understands that REAP 2.0 funds were granted from HCD with statutory requirements and a SANDAG expenditure deadline of June 30, 2026. The SANDAG funding commitment to HAP Projects, including this Project, is subject to those statutory requirements and deadlines, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Subgrantee under this Agreement shall be the proportion of actual Project costs allocated to grant funding in the Project Budget (Attachment A) and shall not exceed the grant award of $650,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services rendered as authorized by SANDAG at or below the Fund Limit.

II. PROJECT BUDGET

The Subgrantee and SANDAG have agreed to a Project Budget outlined in Attachment A. The Subgrantee and third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. Subgrantee may, with prior written approval from the HAP Program Manager, reallocate funds between tasks in the Project Budget as long as all of the following conditions are met:

1. The funds to be reallocated do not exceed an aggregate amount of ten percent for any particular task in the Project Budget,

2. The reallocation does not negatively impact the benefits obtained from the Project, and

3. There is no increase to the Fund Limit or decrease to the matching funds.

Any other changes to the Project Budget require the issuance of an amendment to this Agreement.

III. MATCHING FUNDS

Subgrantee agrees to provide matching funds in an amount of $100,000 of the actual cost of the Project, estimated to be 13.33 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Subgrantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Agreement effective date and before the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Subgrantee agrees that no matching funds may be reduced unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement is also made.

C. Prompt Payment of Subgrantee's Share of Matching Funds

Subgrantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Subgrantee to pay for Project costs. The

Subgrantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Subgrantee's invoices must include its matching fund contribution, along with supporting, descriptive and explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Subgrantee's Project Manager is Alex Frost.

The HAP Program Manager is Goldy Herbon.

Project Manager continuity and experience are deemed essential in Subgrantee's ability to carry out the Project under the terms of this Agreement. Should the Subgrantee change the Project Manager, it will provide written notice to the HAP Program Manager within ten business days of the change, including contact information for the new Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Subgrantee:
City of San Diego
Attention: Alex Frost
202 C Street MS 413
San Diego CA 92101

VI. PROJECT IMPLEMENTATION

A. General

The Subgrantee agrees to carry out the Project as follows:

1. Project Description

   Subgrantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Subgrantee's Capacity

   The Subgrantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Subgrantee, including but not limited to the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

3. Project Schedule

The Subgrantee agrees to complete the Project according to the Project Schedule included in Attachment B and in compliance with the Pass-Through Provisions from REAP Agreement (Attachment C) and Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Subgrantee agrees to comply with the Performance Measures included in Attachment D.

5. Changes to Project Scope of Work

This Agreement was awarded to Subgrantee based on the application submitted by Subgrantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Subgrantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Subgrantee knows or should have known that substantive changes to the Project will occur or have occurred, Subgrantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Subgrantee, or refunded to SANDAG, due to Subgrantee's failure to complete the Project satisfactorily or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or ordinance, the Subgrantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Subgrantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Subgrantee to violate any law, the Subgrantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Subgrantee agree to make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions expeditiously.

C. Changes in Project Performance

The Subgrantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Subgrantee's ability to perform the Project under the terms of the Agreement and as required by Board Policy No. 035. The Subgrantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Subgrantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Licenses and Permits

Subgrantee represents and warrants to SANDAG that Subgrantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and perform services under this Agreement at all times during the term of this Agreement.

E. Standard of Care

Subgrantee expressly warrants that the work to be performed under this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Subgrantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Subgrantee or its subcontractors.

F. Third-Party Contracting

Although the Subgrantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Subgrantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Subgrantee shall not award contracts with a cumulative value over $10,000 based on a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Subgrantee, if intended as local match credit, must meet the requirements outlined in this Agreement regarding local match funds. Upon request by SANDAG, Subgrantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Subgrantee hires a third-party contractor to carry out work funded under this Agreement, Subgrantee shall: prepare a cost estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Subgrantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Subgrantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing a lack of debarment shall be obtained from the following two websites:

   - Subgrantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

   - Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Subgrantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Subgrantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Subgrantee is expected to fulfill any responsibilities typically performed by the Subgrantee, the Subgrantee agrees to assure that the entity carries out the Subgrantee's responsibilities as outlined in this Agreement, including but not limited to those in Attachment C.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Subgrantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Subgrantee.

5. Equipment Purchases

Subgrantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes outlined in this Agreement. The parties agree to meet and confer in good faith to ensure the equipment's continued use for the intended purposes, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Subgrantee further agree that Subgrantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections to confirm the equipment's existence, condition, and proper maintenance.

VII. ETHICS

A. Subgrantee Code of Conduct/Standards of Conduct

The Subgrantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Subgrantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Subgrantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Subgrantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Subgrantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall prohibit the Subgrantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of their immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein have a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Subgrantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Subgrantee. For all awards by SANDAG, any practices that might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Subgrantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Subgrantee. If Subgrantee has any reason to believe a conflict of interest exists concerning the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Subgrantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Subgrantee acknowledges and agrees that by executing the Agreement for the Project, the Subgrantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Subgrantee's grant application, progress reports, and invoices.

VIII. PAYMENTS

A. Type of Payment

The payment type for this Agreement will be reimbursement and will be based on actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Subgrantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Subgrantee from all obligations under this Grant Agreement.

C. Invoicing

Subgrantee or Alternate Payee is required to submit invoices quarterly using a template provided by SANDAG. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Subgrantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Subgrantee's or Alternate Payee's itemized signed invoice(s), backup, deliverables,and confirmation by the HAP Program Manager that Subgrantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until the satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Subgrantee or Alternate Payee following satisfactory completion of the Scope of Work, including but not limited to receipt of all deliverables, completion of a final site visit, and notification that all labor compliance requirements have been met (for capital projects), the final invoice, and all required documentation.

D. Eligible Costs

The Subgrantee agrees that Project costs eligible for grant funding must comply with the following requirements unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule, and Project Budget, and other provisions of the Agreement.

2. Necessary to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Subgrantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Subgrantee that reduces the cost actually incurred, excluding program income). Project-generated revenue realized by the Subgrantee shall be used to support the Project. Project-generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the Agreement effective date and before the termination date, and also must have been paid for by the Subgrantee.

6. Satisfactorily documented with supporting documentation, which will be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently following generally accepted accounting principles and procedures for the Subgrantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

E. Excluded Costs

In determining the amount of REAP funds SANDAG will provide for the Project, SANDAG will exclude the following:

1. Any Project cost incurred by the Subgrantee before the Effective Date of the Agreement or applicable Amendment.

2. Any cost that is not included in the Project Budget.

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG.

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries are often treated as indirect costs.

The Subgrantee understands and agrees that payment to the Subgrantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Subgrantee of the terms of this Agreement or Board Policy No. 035. The Subgrantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG have been completed, whichever occurs latest. If SANDAG determines that the Subgrantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Subgrantee in writing, stating its reasons. The Subgrantee agrees that Project closeout will not alter the Subgrantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Subgrantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Subgrantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Subgrantee and Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subgrantee and Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Subgrantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Subgrantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning

Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Subgrantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize Performance Measures (Attachment D) and the SANDAG Grant Monitoring Checklist provided by the HAP Program Manager, to document compliance with this Agreement. Subgrantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Subgrantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Subgrantee a written Notice to Complete a Recovery Plan (Notice). Subgrantee's Recovery Plan shall include a detailed description of how Subgrantee intends to come into compliance with the Agreement or Performance Measures. Subgrantee's Recovery Plan must include an implementation schedule that reflects compliance with the Agreement as referenced in the Notice, or achievement of its performance measure minimums within three months following the issue date of the Notice. Subgrantee must submit its Recovery Plan to the HAP Program Manager within 30 calendar days following the issue date of the Notice. If Subgrantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG, in its sole discretion, may terminate this Agreement.

3. Subgrantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of the Project's budget, schedule, and Performance Measures using templates provided by SANDAG. The Quarterly Progress Report shall be submitted to SANDAG within 30 days after each period close, covering January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Subgrantee will not be paid until all reports are completed and provided to SANDAG in the format and with the content SANDAG requires. Furthermore, the Subgrantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Subgrantee needs to document and track in-kind contributions designated as matching funds as part of project management. Subgrantee must provide all deliverables identified in the Scope of Work in order to receive payment.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Subgrantee agrees to provide project milestone information to support media and communications efforts.

5. Subgrantee is responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and be accompanied by captions with project descriptions, dates, locations, and the names of those featured, if appropriate. Subgrantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Subgrantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Subgrantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at https://www.sandag.org/about/bylaws-and-policies, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Subgrantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Subgrantees and Subcontractors

The Subgrantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its subcontractors pertaining to the Project.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, or by April 30, 2026, whichever occurs first, the Subgrantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Subgrantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Subgrantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Subgrantee agrees that Project closeout will not alter the Subgrantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Subgrantee agrees to cooperate with SANDAG regarding any performance audit performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Subgrantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Subgrantee has remitted the proper refund. The Subgrantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements outlined in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Subgrantee shall make diligent and timely progress toward completion of the Project within the timelines outlined in the Project Schedule.

B. In the event Subgrantee encounters or anticipates difficulty in meeting the Project Schedule, the Subgrantee shall immediately notify the HAP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Subgrantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Subgrantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Subgrantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the continuation of grant funding for the Project would not adequately serve the purpose of the laws or policies authorizing the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Subgrantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Subgrantee has willfully misused grant funding by failing to make adequate progress or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Subgrantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not automatically constitute an expiration or termination of the Agreement for the Project. However, Subgrantee must request, and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Subgrantee's request is consistent with the provisions of Board Policy No. 035 and the REAP 2.0 requirements, including the expenditure deadline set by the state for the REAP 2.0 program.

XII. CIVIL RIGHTS

The Subgrantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Subgrantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Subgrantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Subgrantee must notify SANDAG immediately if a complaint related to the Project or program funded by this grant is lodged. If Subgrantee receives a Title VI-related or ADA-related complaint, Subgrantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Subgrantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Subgrantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), outlined in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Subgrantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with a collective bargaining or other Agreement.

XIII. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted under the laws of the State of California.

B. Dispute Resolution Process

If Subgrantee has a dispute with SANDAG during the performance of this Agreement, Subgrantee shall continue to perform unless SANDAG informs Subgrantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Subgrantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the HAP Program Manager. The HAP Program Manager and other appropriate SANDAG staff will review the documentation promptly and reply to Subgrantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Subgrantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Subgrantee is dissatisfied with the results following the exhaustion of the above dispute resolution procedures, Subgrantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XIV. ASSIGNMENT

Subgrantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XV. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Subgrantee's performance in connection with or incidental to the Project or this Agreement, Subgrantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Subgrantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Subgrantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subgrantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Subgrantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subgrantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Subgrantee shall not be required to indemnify SANDAG for any liability caused solely by the wrongful acts of SANDAG employees or agents.

XVI. INDEPENDENT CONTRACTOR

A. Status of Subgrantee

Subgrantee shall perform the services provided for within this Agreement as an independent contractor, not an employee of SANDAG. Subgrantee shall be under the control of SANDAG as to the result to be accomplished and not the means and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Subgrantee under this Agreement shall be the full compensation to which Subgrantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Subgrantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Subgrantee. Subgrantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Subgrantee or any employee of Subgrantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Subgrantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Subgrantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees to any obligation whatsoever unless expressly provided for in this Agreement.

XVII. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder continues to conform to the requirements of applicable laws or regulations.

This Agreement, with its attachments and the resolution from Subgrantee's governing body submitted with its application, represents the entire understanding of SANDAG and Subgrantee regarding those matters. No prior oral or written understanding shall be of any force or effect concerning those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Subgrantee.

XVIII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date below.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Susan Huntington 06/12/2024

SUSAN HUNTINGTON
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO

06/12/2024

CASEY SMITH
Deputy Chief Operating Officer

APPROVED AS TO FORM:

06/12/2024

Office of General Counsel

ATTACHMENT A
SCOPE OF WORK AND PROJECT BUDGET

See following page.

Scope of Work and Budget

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part I: Project Overview

Project Location: The study area covers the Mid-City Communities in the City of San Diego, including Normal Heights, Kensington-Talmadge, City Heights, and Eastern Area and major east-west and north-south corridors that provide transit connections within communities and the City. Most of this area is within a half-mile of an existing or planned major transit stop and included in the plans for Next Gen Rapid and Commuter Rail.

Brief Project Summary: The project aims to deliver a new land use plan that increases opportunities for infill development in transit-rich communities of Mid-City San Diego. Our focus is on promoting fair housing, expanding capacities for new homes in mobility hubs, and fostering a healthier, more sustainable community through robust public engagement with the support of community-based organizations.

Part II: Scope of Work and Budget

Task No.	Task Description	Outcome/Output	Deliverables	HAP Grant Amount	Matching Funds Amount	Total Project Cost
1	Project Management	Task Orders, project status meetings, meeting agendas/minutes, status reports/invoices, interagency coordination	Draft Task Orders and Final Task Orders	$ 75,000.00	$ 12,500.00	$ 87,500.00
2	Public Engagement	Over a dozen Community Conversations and public forums (pop-up, focus group, stakeholder interviews, youth engagement activities, Mid-City working group, workshops, and open office hours)	Engagement Summary Report	$ 100,000.00	$ 25,000.00	$ 125,000.00
3	Technical Studies	Preparation of key technical studies related to land use, urban design, economic, historic & cultural resources, public spaces, and mobility,	Technical Studies	$ 300,000.00	$ 25,000.00	$ 325,000.00
4	Land Use Options	A First Draft of Land Use Options and Alternatives to inform the First Draft Community Plan	Options and Alternatives Report	$ 100,000.00	$ 13,000.00	$ 113,000.00
5	First Draft Community Plan	A Draft Community Plan	First Draft Community Plan	$ 60,000.00	$ 12,000.00	$ 72,000.00
6	Proposed Zoning	A Proposed Zoning Map to Implement the updated Community Plan	Draft Zoning Map	$ 15,000.00	$ 12,500.00	$ 27,500.00
			TOTAL PROJECT COST:	**$ 650,000.00**	**$ 100,000.00**	**$ 750,000.00**

Part III: Summary of Funding

Total Project Cost:	$	750,000.00	
Total Grant Request:	$	650,000.00	
Total Matching Funds:	$	100,000.00	In Kind

Grant Percentage:	86.67%
Matching Funds Percentage:	13.33%

ATTACHMENT B
PROJECT SCHEDULE

See following page.

Project Schedule

Applicant Name: City of San Diego

Project Title: Mid-City Communities Plan Update

Part II: Project Schedule

Task No.	Task Description	Start Date	End Date	Duration
1	Issue Task Order for Consultant Team	1	17	17
2	Public Outreach	3	17	14
3	Technical Studies	3	17	14
4	Land Use Options	1	17	17
5	First Draft Community Plan	11	17	6
6	Proposed Zoning	13	17	4
	Total Project Duration (In Months from NTP):			**17**

Note: This page starts the Attachment C that contains unreadable text. A clean readable version of this Attachment C is provided at the end of this doucment.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP'2 TERMS AND CONDITIIONS

1. . Accountinn and Records

A. The Grantee, its empbyees, contractors, and s1.1bcontractors shall estalll'islli a:nd maintain an acw1.111ting system and reports tllat pfQperly accumullate incurreclpiqect costs tJy line. Tl'le accounting system shalll confmrn to Generally Accepted Accoo11ting Plincipl:es (GAA!P}, en.ml:e the determination ofi incurred coots at i11tel"im p·onts ofi compl:e1!ion, and!pmvide support for payme11rt vo1.1ch.ei-sam:i i11voi:ces. Grantees may establish and maintain an accounting system and reports, as d'.esclibed above, on beilalf of contractors and subcontractors.

B. The Grantee must establish a separate ledger account for receipts and e)(!penditures ofi grant fundlsand maintain expenditure details·n accordance with the budget a11d timeUne. Separate bank acwu11rts are not required. As appRIJ)liate, Grant ses must estalllisil s9iparate ledgers for State General runds and other fum:ls associated with proposed uses 110 provid'.ed by 1he REti;P 2.0 Prngram.

C. The Grantee shall maintain documentation ofi its normal prno1.1rement poUcy and competitive bid process (includ!ing th.e use of sole source purchasing}, aml financial records of e)(!penditures incurred duling1he course of tll.e piqect in accordance with GAAP.

☐. The Grantee agrees 1hat the Department or designated representative shall have the light to,review a:nd to copy a11ry records and supporting d:Oc11me11tation pertaining to the pertormance of tile Agreemenl

E. The Grantee agrses lo maintain such records for a possible aud'it after tile final payment for at 1:east five years aliter all funds have been expend'.ed or returned to the stare unless a longer period of records retention is stipulated. Wherever practi:cable, such rec,ords should lle oollect.ed, transmitted, and stored in open and macllline-readabl.e formats.

F. Co11rtractors and suboo11rtraotors employed by the Grantee and paid with moneys. under tile terms ofi lhis Agreement sll.:illlbe responsible for mai11rt·11ing accou11rting records as specified aoove.

2. Invoicing

A. Grant funds cannot be disllursed 11ntill117.e Agrsement has been full¥ exec1.1ted.

B. The Grantee wi11be respolilisible for compiling and sullmitting alllinvoioes and reiPorting doc11me11ts.

C. The Grantee must bill the Department bs'lsed 0111 cl'.ear deliverables outlined in the Agreeme11rt m b1.1dget limerne. Generally, approved a11d el'igillle costs inru1red for work after execution of lhe Agreement and completed duling the grant term wmlle reimllui-sable. How:ever. elig"ble activities conducted plior to award willlbe

raimbtusable to Jufy 1, 2021. Approved and eligible costs incurred **prior** to July 11, 2021, are irnel'igi11'.e.

☐. Gra11tees w o received advance runds sllall expend all such funds or demonstrate su'bstantiallprogress prim to requesting additional aclvanced fu11ding by submitting an updated projeot timeline and bud'.get, inoluding e pendiitme piugrass for their eligible projects from the appl'icaticm andlany suppomng documentation.

E. PKljectnvoices may lle submitted to the Department by lhe Grantee on a quarterly basis or upon completion of a del'iverable, subject to the Departme11t's ap;p10vall.

F. The Oepartrment m.,iy consider advance payments or alitennatirve arrangernents to raimbtusement.and payment methods llasedlon demonstrated need. The Department may oonsider factors suah as availabl'.e rund!sror eligible aotivities. Su1allocatio111s mwt request funds i11i1ncrements, schedule for aclvanoe payments or otller fom1 app10vedl by the Department, and report piugress accordiing lo a111 impl'.ementalion and expendiiture timetable.

G. Supporting doomnentation may incl'ud'.e, but is not limited to, purcllase orders, reoeipts, progress payments, su'bcan1ractor invoices, omecard!s, reports, or any other d'.ocument.ationias deemed neoessruy by the Department to support the raimbursement.to the Grantee for exipendiitures incurred.

hi. Invoices must lm acoo11 panied by supporting docume11tation wll.ere appropriate. **Invoices** without supporting documentation **will** not lle paid. The Departme11t may wil!hll.old 1up **to** 10 percent of the grant 1un,ti'l grant terms have lleen fulfilled!·,ndm::ling all required!reporting.

3. Audits

A. At any time during tile term of tile Agreement, tile Department may perform **or** cause to lle performed a financial audiit of any and alllphases of lhe award. At the Department's request, tile Grantee shalll provide, at its ow,n expenoo, a financial audit prepared l)y a certified publf:c aa:ountant. The Depamne11t 11.is !he ligh,t to review p10ject documents and conduot aud ts duri11g pKljeot impl'.ementation and over the proj,ect life.

B. The Grantee agrees lhat lhe Departrment or tile Oepartmenfs designee shall have the rigll,t to reviei.v, olltafn, and oopy all racorn:s and sup;portfng d'.ocumentatio111 pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Departme11t. or the Departrment's designee, vmh any rel'.evant intorma1!ion requested.

☐. The Grantee agrees to permit the Department or tll.e Oei,Partmenfs d'.esignee aooess to its premises, upon reason.;ible notice, duiing normal!business hours for the purpose minterviewing empl'.oyees who might reasonably have i11formation ralated to su:oh records and inspeoling and copying suclli books, racords, aa:ounts, and o her

material that may be rel:evant to a matter lllnder in1'estigatiorn1for the puipose of d'.etem1ining compl'iarnce with sta Llles, REAP 2.0 G'l.lid'.el'ines, and the Agreement.

E. The □eparbnent may request additional inforrnati.olill, a,s needed, to meet o her a;ppJicabl:e audit requirements_

F. The □eparlment may monitor exipenditures and activities of ai Grantee or its d'esignees, contraotors or subcontractors, a,s the Oeil)artment deems necessary, to ensure compliance with REAP raquirements..

G. Grantees using fed:eral or state transportation planning 1iunds administered through the Overall Worik. ProgramOWP} silall dearty identify tile source of fimds.

f-1. If there are audit findings, tile Grant.ee must submit a detailed response aa::9ip!able to !he Department for each aud'it finding wilhin '90 days fmm the date oflhe aud'it finding report.

I. The Grantee agrees to maintain suoh records for possible aud'it after til.e final payment for at 1:eaist live years affer all funds have tJeen expended or returned to the state unless a long.er period of records retention is stipulated. Wherever practi:ca Jle, suoh records silould be oollected, transmitl.ed, and stored in open and maciline-readabl:e formats.

J_ If any li:tigationi, claim, negotiation, audit, monitoring, inspectiolill, or other action ilas !Jeen started before tll.e expiration of the requirad record retention period, alll racoms must be retained l)Y the Grantee and i:ts d'.esignees, cm1traotors, and sub-contractors until compl:eticm of til.e action and reso utio11o1f alllissues which arise fmm i:t. In any contract !hat it enters into in a11a1mount exceeding $110,000, the Grantee shall include the Department's right to aud'it til.e cm1tractol"s records and irn,ter!Jiew !heir empl:oyees.

K. The Grantee shall comply wil!h and be aware of !he raquirements and penalties for viol!ations of fraud and for obstruction of in,'i'estigation a,s set forth in California Publi:c Contracts Cod'.e Section 10115.10.

4. Remedies omd Non-pe:rtorm11nce

A. Any dispute ooncerning a question of ract al'ising under this Agreement tilat is not disposed of by agreement shalllbe decid'.ed by tll.e D9ipartment's Housing Policy Develo;pment Manager, or the M!anager's d'.esignee, who may consid'.er any wlitten or verbal evidence submiitted by !he Grantee. The d'.eciisian of til.e Of:ipartment's Housing Policy □evel:opment Manager or Designee shalll be the Department's final d'.ecision regarding **the** dl pute, not subj,eol to appeal.

B. Neiitll.er !he pend'.ency of a di pute **nor** its ccmsid'.eratiorn1by tile 09ipartment willl exouse the Grantee from fu llland timely pertorm,moe **in** accord1:moe wiitlilithe tem1s of **this** Agreement.

RegionalEarty **Action** Planning Grants of 2021 (REA.P 2.0)
NOFA Date: Ju'ly 18, 2022
AppKlved Date: November **10,** 2022
Prep_ Oat.e: Deoember 14, 2022

C. In the event 11hat it is de.tem1ined, at1he sol'.e disoretion of tile Department, that tll.e Gra11tee is not meeting tll.e terms and com:Mi011s o.f1he Agraement, imrned atelyupon reoeirving a written noti:oefrom the Department to stop 1NOlt, the Grantee sllall oeaw all W'Olk under the Agraement. The □epartment has1he sole disore.tion to determine that llle Grantee meets lhe terms and conditions atter a stop 1;WO1;: order, and to d'.eliver aINlitlen m:mceto the Gra11tee to resume worik. und'.er the Agreeme11t

□. The □e;partrllent has11he right to tem1inate tlle Agreement at any time upon 30 days written notice. The 11otice shall specify the reason for early termination and may permit the Grantee or tll.e Department to rectify any deficiency(ies),pl"ior to tile earty tem1ination date. The Grantee will submit any rrequested d'.ornments to 11he Departmentwith·n 30 dlays of the eartyte1mi11atio111notioe.

E. The appli:ca11,t must demonstrate a clear and sig11ificantne)i)USto REAP 2.0 Program goals and objectives and must carry ol.11:provisions to mee.t th.e Prngram g:oals and objectives andother rrequirements, inoluding, but not limited to, adoptionm compl'.e.tion of activities towarrl Poli:cyOurtcomes and impl'.ementation ofi el'igi lie use aciirvilies funded through a suballocation prooess. Arr, llack of action m aotion inconsistent withREAP 2.0 rrequirements may reslllitin review and could be subj,ect to repayment of the grant

F. At any time, if1he □eparlment finds1he Grantee inoludedlraise·nfom1ati1::min the advance or finallapplication or as part of the application review, the □epartment may rrequire llle repayment of funds.

G. Gra11tees are responsible for suballocations mee-ting all REAP 2.0 reciuireme11ts.

hi. Exarnpl'.es ma braachroftllis A.graement:

1. Grantee's failure to oon ply withany term **or** oondiition of this Agreement.

2. Use of, m pem1iitling theuse of, grant runds provided under this Agreement for any ineligible cos-ts **or** for any actii!Jitynot specified and ,1pproved under11his Agreement.

3. Airy failure to oomply with tll.e deadlines set for11ihn tllis Agreement mi less approved by tll.e Program Manager in wriiting.

I. The □epartrllent may, as it deems ap;pro;priate or necessary, require the repayment of funds from **a** Gra11tee, or pursue any other remed es available to iitby lav.rfor failure to comply with all REAP 2.0 Program requirements.

J. **In** ad'.dition **to** any **other** remedies that may be availlalie to tile Department i111law **or** equity for breaoh of this Agreeme11,t, tile Departmen,t may at its discretion, exercise a variety of remedies, inoluding but not limiited to:

1. Revoke existing REAP 2.0 award'(s),to tll.e Grantee;

2. Require the ra um of une pern::led REAP 2.O fundls d sbursed urn::ler tl'1is Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under tllis Agreement;

4. Seek a oomt order for specific performance oHhe obligation defaulted upon, or !he appointment of a receiver to complete !he oMigations in aooord!anoo wiitlilitlil.e REAP2.0 Program requirements.; and

5. Otl'ler remedi.es avail!able at law, l)y and through this Agreement. Alli remedies avail!able lo tile Department are oumu1atiwe and not exolusive.

6. The Department maiy g·ve W'litten rn:mce to tll.e Grantee to oure tl'le breach or viola.ti.on within a period of not less tll<im 15 days.

K. The Grantee may be su 1ject to amendment of !his seotion as a result of subsiequent applications and awards.

5. Reporti11g1

A. At any lime during tll.e term of tile Agreement, tile Department maiy request a perfom1a:nce report that demonstrates salisfaction of all requirements id'.entified·n tile Agreement wi'1!h emphasis on eligible activiiti.es, eligibl'.e uses, and e pendiitures aooord"ing to timel"ines and budgets referenced in the Agreement.

B. Grantees sllall submit a report, in !he fom1 and manner prescribed by tll.e Department, to lm mad·e publicly availalll'.e on its wellsite, lly April 1 of the year following the receipt of1hose funds, and annually thereafter until tllose funds are e:xipended, tll.at contains the fo||'.owing information:

1. The status of ttle Piroposed LJses and expendirures listed in the Grantee's ad\ranoe and fulll applicalions for fund"ing and pl'Ogress of each Proposed LJse toward all the objootives of the REAP 2.0 program as provided in the Guid'el"ines and explained in the applications.

2. An e:xiplanatio111a:nd quantification, where appropriate, o.fthe progress achi.eved toward all o1i the objeotives o.f the REA.P 2.0 program, barriers and solutions for each Proposed Use Ulm is consistent with and incorporates the metrics in th.e fulll ap;pl"ication, inoluding, but not limited to
   i. Housing unHs acceleratedl,
   ii. Reductions in Vehide Miles Traveled Per Capita,
   iii_ Location of investment,
   iv. Socioeconomic statistics about tile impacted geograpl11y, a:nd
   v. Reg·onal impaot expl011alion

   The re;port must identify whether Pio;pooed Uses ovel1ap with other programs lhm share the same objootives as RIEAP 2.Cl The Grantee sllmJ'ld so identify

.my meas1.1rement chall:engeshat persist and higilligil,t a!lry adminiiStrative barriers that prevent it from o ltaining the information it needs ID perfom1 !Jetter arn:iliysis mprogress made achieving REAP 2.0 Objectives a!ld make adjustments to tile extent poss1 Jl'e in subse{luent f"e\porting years..

3. All status a!ld impact reports shalllbe categorized based onrtile eligi:,Je uses specified in Seotion 50515.08 of til.e statl.lte.

C. Gr.mtees shall post, make availa ll'.e, and upd!ate, as appro;pliate cmits internet website, land use maps and Vehicle Miles Traveled generation maps produced in lhe d'evelopme!lt of its adopted SGS, as applica ll'.e.

□. Gr.mtees shall oollaborate and share progress, templates, and best praotices **wilh** lhe Departrllent and tellow reoipielTTts·n implementation oHunds. To til.e greatest extent practicable, Gr.mtees shalll oomrdl!late with olher Bligible ElTTtities in llle d'.evelopme!lt of appl'ications, consider potenti.:illfor j:o·!lt actii!Jilies, and seek ID wmd'inate hl1ms·ng and lr.msporlation planning acKliSS regions.

E. Upon completion of alldeliverables **within** lhe Agreement, lhe Grantee shall sulmiit a dose ol.lt report **in a** ma:nlTTer and form prescribed by tile Department.

1. Grantee may include a lilTTe item for advance payment or reimbursement, as part m its adminisltrative oosls, for iits filTT.il report that is d.ue by June 30, 2026. Funding requests forfilTTallreports mus! lm sulm1itl.oo no later Ulan M!arrch 31, 2026.

6. Ind'emnificaflion

Neither ttl.e Department mn any omoer, employee or designee thereof is responsilll'.e for any inj,1.1ry, damage **or** liabil'ity occurring by reason of anylhilTTg d'.cme or omitted by the Grantee, its officers, employees, agelTTts, its oontraotors, its su'l)-recipients or its s1.11loontract.ors under or in conneotion ·lh any work, authority or jurisdiotion oonferred upon the Grantee under lhis Agreement, Guidelines or staMe. Il is U!lderstood and agreed that lhe Grantee shall full(Ydefend, ind'.em!lify and save harmless lhe Departme!lt and all m til.e Oepartmenfs staff from all olaims, s1.1its **or** aotions of every name,ind and desoriplion brought forth und'.er, inoludlng, **but** not limiitoolD, tonuous, oontraorual, inverse oondemlTTation or other tileories or assertions m liabil'ity occurring lly reason of anylhing do!le **or** omitted to be done by lhe Grantee, its offi:oers, employees, agents, contractors, s1.1lHecipients, or s1.1 loontraolors under ttlis Agrsemen Guidel"nes or statute.

7. Waivers

No waiver of any breaoh of this Agreement shalll be held ID lle a waiver of any prim or s1.11lseq11:ent breaoh. The failure of lhe OeiPartment to enforce at any time the provisions of til is Agreement, or to require at any time, pertorma nce by1!he Grantee of tilese provisions, shall in no way lle oonstrued ID lle a waiver m s1.1oh provisions nor ID affect. lhe val'id'ity of tilis Agreement orhe l"igilito fl'n e Depailment to enforce lhese provisions.

8. Relationship of Parliies

It is expressly u11derstooo tilal this Agreeme11t is an agraement exeollled by and between 1:JNo indepe11dent g:ovemmentallentiti.es and is not intended to, and sh.ill not lm constru:ed to, create lhe relationship of agent, servant, employee, partnership, joint venture or assooiation, m any other relatio11ship wh.itsoever other than that of an i11depend'ent party_

9. Third Party Contracts

A. All state-govennment funded procurements must be conducted iusi11g a fair andl competitiilie procurement pnmess. Ttle Grantee may use its 01;1.m p10Curerment procedures as long as tile plODedmes comply wiith alllCityfCmmty l ws. rules a:nd ordill!anoes g0i1iern1ing p10CUrerme11t, and all applicable provisions mCalifonni.i state l w.

B. An,y contract entered i11to as a result of tilis Agreement sllalll contain all the proiliisions stipu'lated i11t1ilis Agreement and shall be applicable to the Grantee's sub-reoipients, contractors, and subcontractors. Copies of all agreements with sub-reoipients, contractors, and subcontractors sh.ill l)e suim1iitted to tll.e Department's program ma11ag:er.

C. The Oepartment does not have a contractu relationship with the Grantee's sub-reoipients, contractors, or subcontractors, and the Grantee shall be fili'lly responsible for monitoring and ent:oroement of those agraements.andlall work pelfcnmect thereunder.

10. Comoili nce wiU11 State aml Federal La ws, Ru'les, Guidelines and Re-nulations

A. The Grantee agraes to comply with all state a11d fed'.eral laviJS, rn es and regulations that pertain to constru:ction, health and sat:ety, lru}or. fair empl'.oyment practices, squat opportuniity. and all other m.itters appl'icable to the grant, the Grantee, iits contractors or suboontraotors, and any other grant actirvity.

B. During lhe perfmm.inoe of tllis Agreement, tll.e Grantee assures that no othe 1ise qualified perso111 shall be exdudoo from participation or empl'.oyment, d'.enied program benefits, or be subjected to discnminatio11based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic·nfom1atio111, age, d1sallility, h.indicap, familial sta us, rel'igio111, or ttelief, under any program or aotiviity funded by !his contract, as req,ufred by Title VI of tll.e Civil Rights Act.o1f 1964, the Fair hlousing Ao! {42 USG 3601-20) and alll implementing reg1.1l tions, and U1.e Age Discrimi110tion Act of 1975 and alll irnplementi11g regulations.

C. The Grantee shall include llle 11ondisoriminatio11and compl'i.mce provisions of ttlis cl'awe in all agreements witllrits sulHeoipients, contractors, and subco11tractors, and sillall inolude a requirement in all agreements that eacillrof thermi11t1um inolude the nondiscnmi11alion and complianoe piovisio11s of this olause in all 0011rtracts and subcontracts !hey ente·rnto to perform wnrik. und'.er the REAP 2.0 Program.

D. The Grantee shal , in the course of pelform·ng project W'Or1\, fu 1¥ comply wim the applicalJl:e piovisions otillle .A.rnelicans with Disabil'ities Act (ADA) o.f 1990, which prollibiits disclimination 0111the basis of disabi1iity, as welll as alllappli:cable ragu'lations and g1.1id'.elines issued p1.1rsuant to the ADA. (42 U.S.C. 12101 et seq.}

E. The Grantee shal ad'.opt and implement affirmative prnresses and prnred1.1res that provide·nformatii::m, 01.1treaoh and piomotion of opportunities in the REAP proj,ed to enco1.1rage participation mall persons regardl:ess of race, color, nationall'oligin, sex, ralig·on, rammallstatu;s, or dis Jility. This indudes, b1.1t is notlimited to, a minority 01.1treaoh piogram to ens1.1re ttie incl1.1sion, to,tile maooimum exient possible, of minorities and W'Omel1,and enMi.es mvined by m·norities and W'Omen, as req,1.1ired by 24 GRR 92.351.

Lifligaflion

A. If alilly provision m this Agreement, man underlying obligation, is held invalid by a w1.11t of competent jurisdic1ion, s1.1cll invalidity, at tll.e sol:e disoretion of the Department, shall no affeeit any otller provisions of this Agraement and tl'le rema·nder offilisA.graement shall rem.,iin in full force and effeot. Therefme, the provisions of this Agreement are, and sll.,illl be, deemed severable.

B. The Grantee shal notify tile DeiParlment immediatelly of any claim m l:egal action undertaken by m against it , **vuhi:ch**affects m may affect this Agreement **or** the Department, and shalltake s1.1ch aotion with respeot to the olaim or legal action consistent with the terms of tllis Agreement and Ille interests of the Department.

Chang·es in TennslAmend1nents

A. The Grantee may be s1.1bject to amendmerns to,this seotic:mas a result **of** s1.1bseq1.1ent applications and awards.

B. This Agreement may only lJe amended or modified by m1.1t1.1al wmten agreement of both parties.

13. State·0Wned Data

A. Definitions

1.. Wor1\:

The w-ork to be direct!¥ or indirectly prod'1.1ced by tile Grantee, its employees, or by and of the Grantee's contractor's, s1.1 Jcontractor's and/or s1.1b-recipienfs employees und:er this Agreement.

2. Wor1\Product:

Alli del1verables created or produced frnm Worik.under this Agreement fncludingi, lmt not l'imiitoo to, all Worik. and d'.el'ivera Jles 0011,oei1ved or made or, hereafter

colilceivedl or made, either solely or j:oi11tlty with others d.uri11g tile term of !his Agreement and d11rililg a period of siocmonths after tile term·11a1Jicm thereof, wl'lich rel'ates to ttle Worik. commissioneo or performed under this Agreement, are colilsid.eroo Worik. P,roduot. Worik. PIOduot i11dudes all deliverables, inventions, innovations, in provements, or other ,..mrks of authorship Grantee arn:1/m Gr,mtee's co11traotm suoco11,tractor all(:1/or sub-reoipient may conceive of or d'.evelop in the course of tllis Agreement, wllelher or no they are eligible for pate11t, oopynght, !radernal'k, !rad'e secret **or** other legall protection.

B. Sharillg of Work Pmiduct and Rigll,ts

AlliWorik. Prnduot sllall be shared **with** !he Department and its parlnern for various pmpooes, includ'ing education, mitreach, transparency and ru um 1:eanni11g_

14. Spedal Condilions

Tile State reserves the li,ght to ad'd any special conditions to !his Agreement it deems necessary to assure tll0t the policy and goals of tile Program are achieved!.

ATTACHMENT D
PERFORMANCE MEASURES

Grantee must provide sufficient evidence that demonstrates the use of grant funding meets all REAP 2.0 goals and objectives. Grantee agrees to the performance measures included on the next page for the Project.

`

Housing Acceleration Program (HAP) Performance Measures Reporting

Grantee: City of San Diego

Project: Mid-City Communities Plan Update

Part A – Status of Activities

The table below lists the grant program/project's Performance Measures as selected by the grantee and outlined in the grant agreement. This table intends to monitor and assess the benefits achieved by the project for the reporting period. In each quarterly progress report, the grantee is required to provide updates on "Output Indicators" and "Outcome Indicators" for each Performance Measure.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
Increasing land use intensities	Accelerating infill development that facilitates housing supply, choice and affordability	Number of new homes above baseline as determined by proposed land use updates	To be determined, estimated 20,000 additional homes	52,453 Homes	Planned Land Use Map	Create opportunity for more homes.
Zoning, streamlined housing production (including permit streamlining), fees, incentives, and other approaches to increase housing choices and affordability	Affirmatively Furthering Fair Housing (AFFH)	Number of acres Rezoned to citywide zones	Replace the planned district ordinance with citywide zones that allow for more housing choices.	685 acres zoned within the Central Urbanized Planned District	Proposed Rezone Map	Streamline housing production and encourage job growth.

[1] - The quantifiable measurements or metrics will be used to assess the project's effectiveness in meeting the anticipated REAP goal/objective.

[2] -The baseline year will be calendar year 2023 and the final project calendar year will be 2025; data will analyze project benefits for to inform the Final Progress Report.

[3] - Output indicators are a type of performance indicator that measures the immediate activities, products (including capital investments), or deliverables that result from a program or project.

[4] - Outcome Indicators are the benefits that a project delivers during this reporting period. They measure the broader changes or benefits that result from the program or project.

Performance Measure	Related REAP 2.0 Category	Quantifiable Measurements or Metrics[1]	Desired Outcome	Baseline Year (2023)[2]	Output Indicators[3]	Outcome Indicators[4]
New or enhanced public services and community assets such as parks, schools, social service programs, active transportation, infrastructure, and other community amenities	Affirmatively Furthering Fair Housing (AFFH)	Number of new Recreation Value Points above baseline (existing value count)	To be determined, estimated additional 5,000 points	7,020 recreation value points	Existing and Planned Parks and Recreation Facilities Inventory	Create opportunity for new public spaces.
Estimates for Planned VMT per capita and VMT per employee reductions	Reducing Vehicle Miles Traveled	VMT Per Capita (Residents) VMT Per Employee below baseline	To be determined, estimated 10% reduction	14.7 (resident) (2016) 13.8 (employee) (2016)	Mobility Analysis, ABM model outputs	Reduce driving distances and encourage active transportation.
New pedestrian or bicycle pathways	Reducing Vehicle Miles Traveled	Number of new planned miles of bicycle facilities above baseline	To be determined, estimated 90% increase in Class I, II, IV, and Bike Boulevard bicycle facilities	Existing Total= 34 miles Total Class I, II, IV, Bike Blvd=19.2 mi Class I – 1.62 miles Class II – 16.4 miles Class III – 14.8 miles Class IV – 0.09 mile Bike Boulevard – 0 (included under Class II if also have bike lanes)	Planned Bicycle Network	Encourage active transportation.

Note: The Mid-City Communities Plan Update is in the first phase of its preparation and these metrics are an estimate of what the potential outcome may be. The metric number is based on the existing condition today, within the Community, not the current community plan full buildout. Further extensive engagement is required with the community before a draft plan will become available with variations of these potential metrics.

SANDAG - Signature Request for Contract 6000329 Mid-City CPU Housing Acceleration

Final Audit Report 2024-12-06

Created:	2024-12-06
By:	Briana Alvarez (Briana.Alvarez@sandag.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiX2NOAMqo-zyQ19p52CGe_-NzDOH5Eqp

"SANDAG - Signature Request for Contract 6000329 Mid-City C PU Housing Acceleration" History

Document created by Briana Alvarez (Briana.Alvarez@sandag.org)
2024-12-06 - 0:50:35 AM GMT

Document emailed to Casey Smith (cdsmith@sandiego.gov) for signature
2024-12-06 - 0:50:43 AM GMT

Email viewed by Casey Smith (cdsmith@sandiego.gov)
2024-12-06 - 6:26:41 PM GMT

Document e-signed by Casey Smith (cdsmith@sandiego.gov)
Signature Date: 2024-12-06 - 6:27:32 PM GMT - Time Source: server

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Document e-signed by Susan Huntington (susan.huntington@sandag.org)
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2024-12-06 - 6:37:40 PM GMT

Email viewed by Samantha Foulke (samantha.foulke@sandag.org)
2024-12-06 - 6:52:41 PM GMT

Document e-signed by Samantha Foulke (samantha.foulke@sandag.org)
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Adobe Acrobat Sign

Agreement completed.

2024-12-06 - 6:53:25 PM GMT

Adobe Acrobat Sign

This page starts the clean readable Attachment C referenced at the start of this document.

ATTACHMENT C
PASS-THROUGH PROVISIONS FROM REAP AGREEMENT

The following pages are labeled as REAP2 Terms and Conditions and are copies of Exhibit D to SANDAG's Agreement with HCD (HCD Agreement). The HCD Agreement requires compliance with the Local Government Planning Support Grant Program (Health & Safety Code §50515.06 et seq.) The REAP Terms and Conditions refer to SANDAG as Grantee. Section 9B of the document requires that if SANDAG enters into any contracts with subrecipients such as Subgrantee as a result of the HCD Agreement, such contract must contain all the provisions in the HCD Agreement.

EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

   A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.

   B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.

   C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

   E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

   F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

   A. Grant funds cannot be disbursed until the Agreement has been fully executed.

   B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.

   C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.

D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.

E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.

F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.

G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. **Audits**

A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.

B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.

D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

E. The Department may request additional information, as needed, to meet other applicable audit requirements.

F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.

G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.

H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding $10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.

K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.

D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.

F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.

G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.

H. Examples of a breach of this Agreement:

   1. Grantee's failure to comply with any term or condition of this Agreement.

   2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.

   3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.

I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.

J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:

   1. Revoke existing REAP 2.0 award(s) to the Grantee;

2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;

3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;

4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.

6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.

2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
    i. Housing units accelerated,
    ii. Reductions in Vehicle Miles Traveled Per Capita,
    iii. Location of investment,
    iv. Socioeconomic statistics about the impacted geography, and
    v. Regional impact explanation

    The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify

any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.

C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.

D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.

E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.

1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.

B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

EXHIBIT H

GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF SAN DIEGO PLANNING DEPARTMENT REGARDING MID-CITY COMMUNITIES SMART GROWTH STUDY AREAS

TRANSNET SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5

SANDAG CONTRACT No. S1021763

GRANT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
CITY OF SAN DIEGO PLANNING DEPARTMENT
REGARDING MID-CITY COMMUNITIES SMART GROWTH STUDY AREAS

***TRANSNET* SMART GROWTH INCENTIVE PROGRAM – PLANNING CYCLE 5**

SANDAG CONTRACT NO. S1021763

THIS GRANT AGREEMENT ("Agreement") is made and entered into effective as of the last signature date, by an between the San Diego Association of Governments ("SANDAG"), 401 B Street, Suite 800, San Diego, California, and City of San Diego, ("Grantee"), 9485 Aero Drive, MS 413, San Diego, California. This Agreement expires three years after the effective date, unless amended in writing by mutual agreement of the parties.

The following recitals are a substantive part of this Agreement:

A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.

B. The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP) for which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.

C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035: Competitive Grant Program Procedures, which is available in its updated version at www.sandag.org/legal. This Agreement and the Grantee's performance hereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.

D. On November 19, 2021, SANDAG issued a call for projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on planning projects meeting certain criteria, and authorizing up to $3 million from the SGIP to be used for planning projects.

E. On May 13, 2022, the SANDAG Board of Directors approved a list of recommended SGIP projects for the fifth competitive grant cycle, and one of those projects is the subject of this Agreement (Project). The Project Scope of Work, Schedule, and Budget are included as Attachment A.

F. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

G. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.

NOW, THEREFORE, it is agreed as follows:

I. GRANT AWARD

A. The total amount payable by SANDAG to Grantee pursuant to this Agreement shall be the proportion of actual Project costs allocated to grant funding in Attachment A and shall not exceed the grant award of $500,000 (Fund Limit).

B. It is agreed and understood that this Agreement Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered as authorized by SANDAG at or below the Fund Limit. Notwithstanding the foregoing, Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues, which fluctuate. The SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

C. Grantee's is included in the Regional Transportation Improvement Plan (RTIP). The *TransNet* MPO ID for the Project is SD267.

II. PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project Budget that is set forth in Attachment A. The Grantee and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. An amendment to the Project Budget requires the issuance of a formal amendment to the Agreement per Board Policy No. 035, unless the re-allocation of funds among budget items or fiscal years does not increase the Fund Limit, does not exceed an aggregate of ten percent for any particular task in Attachment A, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Grants Program Manager approval is required for transfers of funds between tasks in Attachment A that meet these eligibility criteria for an administrative amendment by SANDAG staff. All other amendments are subject to approval by a SANDAG Policy Advisory Committee or the SANDAG Board of Directors.

III. MATCHING FUNDS

Grantee agrees to provide matching funds in an amount of $340,000 of the actual cost of the Project, estimated to be 40.48 percent based on the Project Budget. If the actual cost of the Project exceeds the Project Budget, Grantee is responsible for 100 percent of the actual cost greater than the Project Budget.

A. Availability of Grant Funding

Except where expressly allowed in writing herein, credits for matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this Agreement, unless expressly permitted by SANDAG in writing.

B. Reduction of Matching Funds

The Grantee agrees that no reduction in the amount of matching funds may be made unless a reduction of the proportional share of the grant funding provided by SANDAG under this Agreement also is made.

C. Prompt Payment of Grantee's Share of Matching Funds

Grantee agrees to complete all actions necessary to provide its share of the Project costs at or before the time the matching funds are needed from Grantee to pay for Project costs. The Grantee agrees to provide not less than its cumulative required match amount of Project costs prior to invoicing SANDAG for reimbursement. Each of Grantee's invoices must include its matching fund

contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.

IV. PROJECT MANAGER

Grantee's Project Manager is Nancy Graham.

The SANDAG SGIP Program Manager is Tracy Ferchaw.

Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG. Grantee shall provide SANDAG with updated contact information in a timely manner if there are any changes to its Project Manager.

V. NOTICE

All notices required to be given, by either party to the other, shall be deemed fully given when made in writing and received by the parties at their respective addresses:

San Diego Association of Governments
Attention: Grants Program Manager
401 B Street, Suite 800
San Diego, CA 92101

Grantee:
City of San Diego Planning Department
Attention: Nancy Graham
945 Aero Drive, MS 413
San Diego, CA 92123

VI. PROJECT IMPLEMENTATION

A. General

The Grantee agrees to carry out the Project as follows:

1. Project Description

   Grantee agrees to perform the work as described in the Scope of Work included in Attachment A.

2. Grantee's Capacity

   The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project as described in Attachment A and provide for the use of any Project property; (b) carry out any safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.

3. Project Schedule

   The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035.

4. Project Implementation and Oversight Requirements

Grantee agrees to comply with the Performance Measures included in Attachment B.

5. Changes to Project Scope of Work

This Agreement was awarded to Grantee based on the application submitted by Grantee with the intention that the awarded funds would be used to implement the Project as described in the project application. Any substantive deviation from Grantee's Scope of Work during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the grant program and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have grant funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project not approved in advance by SANDAG.

B. Application of Laws

Should a federal or state law pre-empt or conflict with a local law, policy, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

C. Changes in Project Performance

The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event, including a force majeure event, that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Grants Program Manager.

D. Compliance Information System (CIS)

If Grantee will utilize persons other than its own employees to carry out work, Grantee and all of its third party contractors and/or subcontractors (hereinafter "subcontractors") shall report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG. CIS allows SANDAG to monitor promptness of payment to subcontractors and will allow Grantee and its subcontractors to manage their own records, maintain accurate contract information, and report payment details online. CIS is mandatory for Grantee and subcontractors to use unless SANDAG instructs otherwise. After execution of this Agreement, Grantee will receive instructions on how to set up its account and enter required subcontractor data into CIS via an internet browser. Grantee must require each of its subcontractors to enter required payment information into CIS. Failure of Grantee or its subcontractors to enter required information and confirm payments on a timely basis will result in delay of payment by SANDAG to Grantee until

Grantee has cured any defects or provided the missing information. Should Grantee fail to provide the required information, SANDAG shall have sole discretion regarding whether to withhold payment or terminate this Agreement.

E. Licenses and Permits

Grantee represents and warrants to SANDAG that Grantee and its subcontractors will have all necessary licenses, permits, qualifications and approvals of whatever nature that are required to legally practice its profession and/or perform services under this Agreement at all times during the term of this Agreement.

F. Standard of Care

Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its management, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subcontractors.

G. Third-Party Contracting

Although the Grantee may delegate any or almost all Project responsibilities to one or more third-party contractors, the Grantee agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement. The first invoice utilizing any third-party contractor shall be accompanied by evidence of compliance with the following requirements:

1. Competitive Procurement

   Grantee shall not award contracts over $10,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds. Upon request by SANDAG, Grantee shall submit its Request for Proposals or bid solicitation documents to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG and to ensure a competitive process was used.

   If Grantee hires a third-party contractor to carry out work funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate prior to soliciting proposals/bids; publicly advertise for competing proposals/bids for the work; for professional services, use cost as a significant evaluation factor in selecting the third-party contractor; document a record of negotiation establishing that the amount paid by Grantee for the work is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

2. Debarment

   Grantee shall execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with government entities. The documentation showing lack of debarment shall be obtained from the following two websites:

- Grantee will check the System for Award Management (SAM) at www.sam.gov to verify the prime contractor and all of its subcontractors are not currently debarred or suspended by the federal government.

- Entities in the United States are banned from doing business with companies with ownership based in countries such as Cuba, Sudan and China due to United States trade sanctions. A search on the US Treasury's Office of Foreign Assets Control (OFAC) website can ensure Grantee will not be doing business with a vendor that is subject to trade sanctions. This can be done at https://sanctionssearch.ofac.treas.gov/.

3. Flowdown

Grantee agrees to take appropriate measures necessary, including the execution of a subagreement, lease, third-party contract, or other, to ensure that all Project participants, including alternate payees or third-party contractors at any tier, comply with all applicable federal laws, regulations, policies affecting Project implementation and Agreement requirements. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.

4. No SANDAG Obligations to Third Parties

In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subcontractor, lessee, third-party contractor at any tier or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, alternate payee designation, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee.

5. Equipment Purchases

Grantee shall maintain ownership of any equipment purchased using Agreement funding and shall use such equipment only for the purposes set forth in this Agreement. The parties agree to meet and confer in good faith to ensure the continued use of the equipment for the purposes intended, which may include reimbursement to SANDAG when the fair market value of the equipment at Project completion exceeds $5,000. SANDAG and Grantee further agree that Grantee shall keep an inventory record for each piece of equipment purchased under this Agreement and maintain each piece of equipment in good operating order consistent with the purposes for which they were intended. SANDAG shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the equipment.

VII. ETHICS

A. Grantee Code of Conduct/Standards of Conduct

The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with the grant funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees,

board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subcontractors or their agents.

B. Personal Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by the grant funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.

C. Organizational Conflicts of Interest

The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subcontractor or impair its objectivity in performing the contract work.

D. SANDAG Code of Conduct

SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff also are prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it shall notify the SANDAG Office of General Counsel immediately.

E. Bonus or Commission

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its grant funding application for the Project.

F. False or Fraudulent Statements or Claims

The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

VIII. PAYMENTS

A. Method of Payment

The method of payment for this Agreement will be based upon actual, substantiated, and allowable costs described herein.

B. Alternate Payee

If the Grantee designates a party as an Alternate Payee, Alternate Payee is authorized to submit payment requests directly to SANDAG to receive reimbursement for allowable Project costs. This does not alleviate Grantee from all obligations under this Grant Agreement.

C. Invoicing

Grantee or Alternate Payee is required to submit invoices quarterly. Invoices must be accompanied by a quarterly report (template to be provided by SANDAG). SANDAG will make payments for eligible amounts to Grantee or Alternate Payee as promptly as SANDAG fiscal procedures permit upon receipt of Grantee's or Alternate Payee's itemized signed invoice(s) and confirmation by the SGIP Program Manager that Grantee is in compliance with the reporting and other requirements in this Agreement. SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of the Project. SANDAG shall promptly pay retention amounts to Grantee or Alternate Payee following satisfactory completion of work, receipt of final invoice, and all required documentation.

D. Eligible Costs

The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:

1. Consistent with the Project Scope of Work, Schedule and Project Budget, and other provisions of the Agreement.

2. Necessary in order to accomplish the Project.

3. Reasonable for the goods or services purchased.

4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income). Project generated revenue realized by the Grantee shall be used in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

5. Incurred for work performed on or after the SANDAG Notice to Proceed date, and before the termination date, and also must have been paid for by the Grantee.

6. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice. Copies of invoices are required for goods or services provided by third parties.

7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subcontractors, (see Section entitled "Accounting Records").

8. Eligible for grant funding as part of the grant program through which the funds were awarded.

9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with federal guidelines. Indirect cost allocation plans must be reviewed and renewed annually.

E. Excluded Costs

In determining the amount of *TransNet* Ordinance Assistance SANDAG will provide for the Project, SANDAG will exclude:

1. Any Project cost incurred by the Grantee before the Effective Date of the Agreement or applicable Amendment thereto

2. Any cost that is not included in the Project Budget

3. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG

4. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies

5. Any cost incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (any indirect cost). Typical indirect costs include facilities and administration costs such as heat/air conditioning, lighting, payroll, and the entity's accounting system. Administrative costs such as clerical and support staff salaries also are most often treated as indirect costs.

The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the grant funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of grant funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

IX. ACCOUNTING, REPORTING, RECORD RETENTION, AND ACCESS

A. Project Accounts

The Grantee and/or Alternate Payee agree to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee and/or Alternate Payee also agree to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other

accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

B. Reports

1. The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, or any other reports SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to the Regional Planning Committee and the SANDAG Board of Directors, to report on its progress and respond to questions from Board Members or the public.

2. Grantee's performance shall be monitored for consistency with the Scope of Work. SANDAG will utilize the SGIP Monitoring Checklist (Attachment C) and Performance Measures (Attachment B), to document compliance with this Agreement. Grantee's performance will be measured against the Performance Measures during the term of this Agreement. If the Grantee does not comply with provisions in this Agreement or achieve minimum performance requirements, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. Grantee's Recovery Plan shall include a detailed description of how Grantee intends to come into compliance with the Performance Measures or provisions in this Agreement. Grantee's Recovery Plan must include an implementation schedule that reflects achievement of its performance measure minimums or provisions in this Agreement within three months following the issue date of the SANDAG Notice to Complete a Recovery Plan. Grantee must submit its Recovery Plan to the SGIP Program Manager within 30 calendar days following the issue date of the SANDAG Notice to Complete a Recovery Plan. If Grantee's performance is inconsistent with that proposed in its Recovery Plan, SANDAG in its sole discretion may terminate this Agreement.

3. Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures.
Grantee will not be paid until all reports are completed and provided to SANDAG in the format SANDAG requires. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings) to support media and communications efforts. Grantee needs to document and track in-kind contributions designated as matching funds as part of project management. Grantee must provide all deliverables identified in the Scope of Work.

4. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral based on logo usage guidelines to be provided by SANDAG. Grantee agrees to provide project milestone information to support media and communications efforts.

5. Grantees are responsible for the following photo documentation:

    - Existing conditions photos (as applicable), which should illustrate the current conditions of the project site and demonstrate the need for improved facilities

    - Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

    - Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the

names of those featured, if appropriate. Grantees must obtain consent of all persons featured in photos (or that of a parent or guardian of persons under the age of 18) by using the SANDAG Photo and Testimonial Release form to be provided by SANDAG, or a similar release form developed by Grantee and agreed upon by SANDAG.

C. Record Retention

During the course of the Project and for three years thereafter from the date of transmission of the final invoice, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require. All communications and information provided to SANDAG become the property of SANDAG and public records, as such, may be subject to public review. Please see SANDAG's Board Policy No. 015: Records Management Policy, which is available at www.sandag.org/legal, for information regarding the treatment of documents designated as confidential.

D. Meeting Records

Grantee shall provide SANDAG with agendas and meeting summaries for all community meetings. SANDAG staff may attend any meetings as appropriate.

E. Access to Records of Grantees and Subcontractors

The Grantee agrees to permit, and require its subcontractors to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subcontractors pertaining to the Project.

F. Communities Served Data and Reporting

If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data, and/or any other relevant information.

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion

Within 90 calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final invoice of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit

The Grantee agrees to have financial, performance, and compliance audits performed as SANDAG may require. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

C. Performance Audit

The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project.

D. Project Closeout

Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final grant funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

A. Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto.

B. In the event Grantee encounters or anticipates difficulty in meeting the Project Schedule, the Grantee shall immediately notify the SGIP Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

C. Grantee agrees that SANDAG, at its sole discretion, may suspend or terminate all or any part of the grant funding if the Grantee fails to make reasonable progress on the Project and/or violates the terms of the Agreement or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of grant funding for the Project.

D. In general, termination of grant funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused grant funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of grant funding provided for the Project or any lesser amount as SANDAG may determine.

E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this section in each subagreement, lease, third-party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

A. Nondiscrimination

SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that

relates to the Project or program funded by this grant. If Grantee receives a Title VI-related or ADA-related complaint, Grantee must notify SANDAG in writing within 72 hours of receiving the complaint so that SANDAG can determine whether it needs to carry out its own investigation.

B. Equal Employment Opportunity

During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIV. DISPUTES AND VENUE

A. Choice of Law

This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process

In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SGIP Program Manager. The SGIP Program Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Chief Executive Officer or designee. The request for reconsideration must be received within ten calendar days from the postmark date of SANDAG's reply. The Chief Executive Officer or designee will respond in writing to the request for reconsideration within ten working days.

2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.

C. Venue

If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all

reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVII. INDEMNIFICATION AND HOLD HARMLESS

A. Generally

With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subcontractors and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

B. Intellectual Property

Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR

A. Status of Grantee

Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.

B. Actions on Behalf of SANDAG

Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have

no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement with its attachments and the resolution from Grantee's governing body submitted with its application, represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

E-SIGNED by Susan Huntington on 2022-10-27 22:26:25 GMT

SUSAN HUNTINGTON **DATE**
Director of Financial Planning, Budgets, and Grants

CITY OF SAN DIEGO, PLANNING DEPARTMENT

Kris McFadden 09/29/2022

KRIS MCFADDEN **DATE**
Deputy Chief Operating Officer

APPROVED AS TO FORM:

E-SIGNED by Samantha Foulke on 2022-10-27 22:22:56 GMT

Office of General Counsel **DATE**

APPROVED AS TO FORM:

Lindsay A Sebastian 02/01/2023

Office of the City Attorney **DATE**

ATTACHMENT A
SCOPE OF WORK, SCHEDULE, AND PROJECT BUDGET

Scope of Work, Schedule, and Budget

Scope of Work, Schedule, and Budget Worksheet

Applicant Name: City of San Diego

Project Title: Mid-City Communities Smart Growth Areas

Part I: Project Overview

Project Limit: The study area covers the Mid-City Communities in the City of San Diego and includes a large Smart Growth Opportunity Area along University Avenue and El Cajon Boulevard (SD-CH-1), Mixed-Use Transit Corridors along Fairmount Avenue (SD-CH-2), University Avenue (SD-EA-3), and El Cajon Boulevard (SD-CO-4) and two Community Centers near Federal and Euclid (SD-EA-2) and the east end of College Grove Drive (SD-EA-1). In addition, the study area includes a Tier 4 Employment Center.

Project Summary: The Project will perform a study of existing/planned smart growth and employment areas to increase housing and mobility options in the Mid-City Communities in the City of San Diego. The study will include a public outreach program and recommendations on opportunities for growth and transit-supportive densities in combination with corridor enhancements. The Smart Growth study will serve as a critical first step to facilitate a land use plan to support a healthier, more sustainable community.

Part II: Scope of Work, Schedule, and Budget

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed" (NTP). The Total Project Cost column will auto-calculate.

Task No.	Task Description	Deliverables	Start Date	Completion Date	Total Project Cost
Enter Task or Subtask Number (tailor as needed)	*Enter task descriptions. Limit sub-tasks to major milestones.*	*Enter deliverables associated with each task.*	*Enter start date as number of months from NTP. Enter whole numbers.*	*Enter end date as number of months from NTP. Enter whole numbers.*	*Enter cost to complete each task. Sub-tasks should not have an associated cost. The total cost of all tasks should equal the total project cost (grant funds requested + matching funds).*
1	Project Management	Project status meetings, meeting agendas/minutes, status reports/invoices, interagency coordination	NTP	36	$ 50,000.00
2	Public Engagement Materials	Video, fact sheets, infographics, website content, including translation services	NTP	36	$ 80,000.00
2a	Outreach Program	Outreach, relationship building, meeting preparation and execution, follow-up, documentation	6	36	$ 80,000.00
2b	Public Workshops	Planning/preparation, meeting facilitation, input summaries, refreshments/supplies	6	36	$ 80,000.00
3	Land Use, Sustainability, and Mobility	Map atlas with existing conditions maps and information; identification of land use and mobility needs, community resources and vulnerabilities	NTP	18	$ 250,000.00
4	Smart Growth Study Recommendations	Issues & Opportunities document detailing development/economic feasibility testing, mobility corridor recommendations/options, policy and sustainability strategy testing	18	36	$ 300,000.00
				TOTAL PROJECT COST (grant request funds + matching funds):	**$ 840,000.00**

Seasonal Constraints

As applicable, identify any seasonal constraints that may require the overall project, or specific tasks, to begin or be completed by a specific date:

Part III: Summary of Funding

Total project cost:	$840,000.00
Total grant amount requested from SANDAG:	$ 500,000.00
Total match amount that will be contributed:	$ 340,000.00
SANDAG grant % contribution:	0.595238095
Match % contribution:	0.404761905
Will the matching fund sources include funds from the *TransNet* Local Street and Road program?	No

ATTACHMENT B
PERFORMANCE MEASURES

Instructions

In 2020, the San Diego region permitted 10,883 units of housing. The goal of the SGIP is to fund planning activities that facilitate compact, mixed-use, transit-oriented development, and increase housing and transportation choices. The following form is to be used for satisfying the quarterly reporting requirements and performance measures of the SGIP funded by *TransNet*. Pursuant to the terms of the Grant Agreement, Grantees will be required to provide quarterly reports and a more detailed Final Progress Report at the end of the grant term. The quarterly report utilizing this form must be submitted to SANDAG within 30 days following receipt of funds and thereafter each quarter until the expiration of the grant. A Grantee will not be eligible for reimbursement from SANDAG unless it has submitted its reports by the timelines required by SANDAG.

Performance Period	Quarterly Report Due Date
April-June 2022	July 15, 2022
July-September 2022	October 15, 2022
October-December 2022	January 15, 2023
January-March 2023	April 15, 2023
April-June 2023	July 15, 2023
July-September 2023	October 15, 2023
October-December 2023	January 15, 2024
January-March 2024	April 15, 2024
April-June 2024	July 15, 2024
July-September 2024	October 15, 2024
October-December 2024	January 15, 2025
January-March 2025	April 15, 2025
April-June 2025	July 15, 2025

Unless SANDAG directs otherwise, Grantee must submit its quarterly report to SANDAG using a form that will be sent to Grantees each quarter. This document will show the information that will be required in the quarterly reports from each Grantee and will be followed by the list of performance measures that will be used for the Final Progress Report. This cycle of SGIP grants is focused on planning activities rather than construction, however, the performance measure information in the Final Progress Report will serve as a baseline for future SGIP grant cycles to align with the 2021 Regional Plan and other SANDAG grant programs.

Overview

Provide an overview of the project, including challenges, limiting factors, opportunities and solutions unique to the jurisdiction. The section should also discuss the overall approach, goals and high-level summary of the status of the project.

Project Highlights, Accomplishments and Best Practices

Provide highlights regarding the overall project from the last quarter and any accomplishments resulting from the efforts in implementing the project. This section also may list and explain some of the best practices occurring through the project. This section can highlight the Grantee's efforts and can include a wide-ranging variety of efforts that facilitate smart growth and transit-oriented development and greenhouse gas reduction such as comprehensive planning efforts, smaller-scale neighborhood planning activities, Complete Streets Design Manuals, Financing Tools, Smart Growth studies, Transit Oriented Development Overlay Zones and Concept Plans, and Mobility Hub plans.

Status of Activities

This section will provide a description of each of the major activities in the Grantee's project. Based on the description of the activities Grantee committed to perform in its Grant Agreement, Grantee will provide status reports describing progress on milestones and deliverables completed.

- Column 1 of the status table is entitled Activity Category. This column will be completed with the relevant activity category (i.e., relationship to regional transit, further planning to support regional mobility hub implementation strategy, Smart Growth policy implementation, smart growth equity, partnerships (if applicable), and sustainability).
- Column 2 will include a brief description of the milestone or deliverable completed.
- Columns 3 and 4 will report the amount of money allocated to each activity and how much has been expended per activity as of the end of the quarter.
- Column 5 will describe the overall timing of the project with beginning and anticipated completion dates.
- Column 6 will include a general status (i.e., not yet started, in progress, complete) and anticipated upcoming milestones.
- Column 7 will qualitatively and quantitatively, where possible, describe the impact on housing as a result of the activity. Qualitative data should be based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report

Summary of Work Completed in Prior Quarter

1	2	3	4	5	6	7
Activity Category	Description of Milestone or Deliverable Completed	Dollar Amount Allocated to Activity	Dollar Amount Expended Thus Far	Anticipated Completion Date	Status	Description of How Milestone or Deliverable Achieves Progress on a Performance Measure

Summary of Smart Growth Indicators

Provide a narrative overview of smart growth indicators and a summary of efforts, activities, studies, and/or other deliverables, as applicable. Grantees may add other smart growth indicators and numerical outcomes and may also discuss any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. The information collected in this grant cycle may be used as a baseline or context for indicating smart growth implementation at a jurisdictional scale. Baseline year will be the 2021 calendar year and current year will be 2022 for purposes of the Final Progress Report. Grantees may add any anticipated changes and limiting or confounding factors potentially impacting the effectiveness of the activities. Additionally, Grantees may discuss other indicators of smart growth implementation and numerical outcomes that are based on the performance measure metrics that Grantee will be required to report on at the end of grant term in the Final Progress Report.

Performance Measures Metrics to Be Provided in Final Progress Report

Below are examples that could be used, depending on the type of project funded through the SGIP.

- Number of improvements to the mix of land use types (multifamily, single-family, and non-residential) in jurisdiction
- Number of acres Grantee avoided converting from agricultural, natural, or working lands to land eligible for development
- Number of projects providing new or enhanced connectivity to the non-automotive transportation network during the grant term
- Number of improved neighborhood projects with safety features to promote active mobility completed during the grant term
- Number of new linkages to transit and/or pedestrian and bicycle infrastructure created during the grant term
- VMT reduction per capita within the jurisdiction during the grant term
- Number of new non-automotive trips generated (total, per capita, or other) during the grant term
- Greenhouse gas reduction (total, per capita, or other) achieved by jurisdiction during the grant term
- Number of new infrastructure services created in areas of concentrated poverty or similar areas during the grant term
- Number of new housing units created during the grant term in Smart Growth Opportunity Areas and employment centers
- Number of individual persons reached by Grantee using direct engagement with community stakeholders concerning smart growth during the grant term
- Number of housing units located on an infill site surrounded by urban uses such as shopping, restaurants, and jobs available to rent or own

Additional Information

Provide any applicable information as necessary to demonstrate the status and impacts of the overall project.

ATTACHMENT C
SGIP MONITORING CHECKLIST

See following pages.

SANDAG

Smart Growth Incentive Program Monitoring Checklist

The San Diego Association of Governments (SANDAG) has developed a Monitoring Checklist to assist in monitoring each recipient of *TransNet* Smart Growth Incentive Program (SGIP) funds, referred to as a "Grantee." The Monitoring Checklist is used to assess the performance of the Grantee in providing the project included in the original grant application, and the Grantee's compliance with the terms of the Grant Agreement. The Monitoring Checklist will be completed by the SGIP Program Manager annually and upon project completion. SANDAG will send a final version of the completed Monitoring Checklist within one week of the date of the review.

I. GRANT AGREEMENT INFORMATION

Agreement No.	[Enter grant agreement number]
Grantee Name	[Enter Grantee Name]
Project Name	[Enter Project Name]
Project Type	Choose an item.
Notice to Proceed Date	Click or tap to enter a date.
Agreement Expiration Date	Click or tap to enter a date.
Grantee Project Manager Name	[Enter Grantee Project Manager Name]
SANDAG Program Manager Name	[Enter SANDAG Program Manager Name]

II. REVIEW DETAILS

Date of Review	Click or tap to enter a date.
Type of Review	Choose an item.
Review Period	**Start Date:** Click or tap to enter a date. **End Date:** Click or tap to enter a date.

III. COMPLIANCE ASSESSMENT

Each question below is derived from the Grant Agreement and therefore, a question marked "No" indicates the Grantee is out of compliance with the terms of the Grant Agreement.

Topic or Question	**Response**
Project Changes	
1. Did the Grantee notify SANDAG in writing if substantive changes to the Project would have or did occur?	Choose an item.
2. If the Grantee encountered or anticipated difficulty in meeting the Project Schedule, did the Grantee notify SANDAG in writing? Did the notification include the reason(s) for the delay in performance and the date by which Grantee expected to complete performance or delivery?	Choose an item.
3. Was prior written approval obtained for transfers of funds between tasks in the Scope of Work?	Choose an item.

4. If there were any changes to the Grantee's Project Manager, did the Grantee provide SANDAG with updated contact information in a timely manner?	Choose an item.
Compliance Information System (CIS)	
5. Did the Grantee report payment details using the SANDAG web-based CIS by the 15th of each month following receipt of payment by SANDAG?	Choose an item.
6. Did the Grantee ensure its third party contractors and/or subcontractors consistently reported payments or confirmed receipt of payment in the CIS?	Choose an item.
Third-Party Contracting	
7. Did the Grantee provide evidence of a competitive procurement or obtain prior written approval of SANDAG to utilize a noncompetitive procurement for each third party contract over $10,000?	Choose an item.
Payments/Invoicing	
8. Did the Grantee submit an invoice each quarter in the required format and on time?	Choose an item.
9. Were the invoices filled out correctly and free of errors?	Choose an item.
10. Were all items included in Grantee invoices eligible under the Grant Agreement?	Choose an item.
11. Were sufficient backup materials including required documentation consistently provided with each invoice packet?	Choose an item.
12. If the Grantee invoiced for indirect costs, were they consistent with the Grantee's indirect cost allocation plan in effect at the time of invoice?	Choose an item.
13. Did the Grantee's invoices include its matching fund contribution, along with supporting, descriptive and/or explanatory documentation for the matching funds provided?	Choose an item.
Reports	
14. Did the Grantee submit quarterly reports in the required format and on time?	Choose an item.
15. Were report forms filled out correctly and free of errors?	Choose an item.
16. Did the reports sufficiently detail accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget, schedule, and Performance Measures?	Choose an item.
17. Did the Grantee provide project milestone information such as presentations to community groups, other agencies, and elected officials, groundbreakings, and ribbon-cuttings to support media and communications efforts?	Choose an item.
18. Did the Grantee provide with its reports photo documentation required by the Grant Agreement, including existing conditions photos and project milestone photos?	Choose an item.
19. Did the Grantee provide SANDAG with agendas and meeting summaries for all community meetings?	Choose an item.

Project Completion and Closeout	
20. Did the Grantee complete the Project according to the Project Schedule included in the Grant Agreement?	Choose an item.
21. Did the Grantee meet the Performance Measures included in the Grant Agreement?	Choose an item.
22. Did the Grantee provide all deliverables identified in the Scope of Work?	Choose an item.
23. Did the Grantee provide a final invoice of project expenses and final reports within 90 calendar days following Project completion or termination by SANDAG?	Choose an item.
24. Did the Grantee provide adequate match contributions?	Choose an item.
25. Did the Grantee meet the project completion deadline required in Board Policy No. 035? Or otherwise obtain approval for a time extension amendment consistent with the Policy?	Choose an item.

IV. SUMMARY AND IDENTIFICATION OF DEFICIENCIES

SANDAG staff reviews any "No" responses to the Compliance Assessment questions, which indicates an area in which the Grantee is deficient in meeting its obligations under the Grant Agreement. Following identification of any deficiency and for projects that are not yet complete, SANDAG will issue Grantee a written Notice to Complete a Recovery Plan. The Grant Agreement contains additional details on the Notice to Complete a Recovery Plan process.

Question No.	Explanation

V. GRANTEE SIGNATURES

By signing below, I confirm receipt of this completed Monitoring Checklist.

Project Manager Name (Print) Signature Date

EXHIBIT I

CITY OF SAN DIEGO TRAILS MASTER PLAN EXISTING CONDITIONS REPORT

AGREEMENT No. lcp-23-07

CALIFORNIA COASTAL COMMISSION

STANDARD GRANT AGREEMENT

(Rev 05/2022)

AGREEMENT NUMBER	
LCP-23-07	
STATE CONTROLLER'S OFFICE IDENTIFIER	FEDERAL ID NUMBER
3720-LCP2307	**95-6000776**

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

California Coastal Commission

GRANTEE'S NAME

City of San Diego

2. The term of this Agreement is: 10/16/2023* (or grant agreement execution date) Through (End Term Date) 08/01/2027

3. The maximum amount of this Agreement is: $499,153.00
Four Hundred Ninety-Nine Thousand One Hundred Fifty-Three Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following EXHIBITS, which are by this reference made a part of the Agreement.

EXHIBIT A – Scope of Work	9 pages
EXHIBIT A1- Definitions	1 page
EXHIBIT B – Budget	1 page
EXHIBIT B1 – Budget Detail and Payment Provisions	3 pages
EXHIBIT C – General Terms and Conditions	4 pages
EXHIBIT D – Special Terms and Conditions	4 pages
Check mark one item below as EXHIBIT D Attachment:	
☒ EXHIBIT D1 – Local Coastal Programs Terms and Conditions	9 pages
☐ EXHIBIT D2 – WHALE TAIL® Terms and Conditions	
EXHIBIT E – Grantee Certification Clauses Form (GCC-01/2019)	5 pages
EXHIBIT F – Amendment Template (Informal)	1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE

GRANTEE'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*

City of San Diego

BY *(Authorized Signature)*

DocuSigned by: Casey Smith 3F50978A0BC2493...

DATE SIGNED *(Do not type)*: 11/22/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Casey Smith, Deputy Chief Operating Officer

ADDRESS

202 C Street, M.S. 413 San Diego, CA 92101

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY *(Authorized Signature)*

DocuSigned by: Madeline Cavalieri F089034704B5459...

DATE SIGNED *(Do not type)*: 11/08/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Madeline Cavalieri, Deputy Executive Director

ADDRESS

455 Market Street, Suite 200, Room 228, San Francisco, CA 94105

California Coastal Commission Use Only

☒ This agreement is exempt from approval by the Department of General Services per SCM Vol. 1 4.06 (see 58 Ops. Cal. Atty. Gen 586 and 63 Ops. Cal. Atty. Gen. 290).

EXHIBIT A

SCOPE OF WORK

1. Grantee agrees to expend grant funds provided by the Commission only for and in accordance with project activities as described under the Scope of Work attached hereto as EXHIBIT A.

2. The Project representatives during the term of this agreement, and the person authorized to sign grant amendments and RFFs on behalf of the grantee, will be:

State Agency: California Coastal Commission	**Grantee:** City of San Diego	**Grantee:** City of San Diego
Name: Kelsey Ducklow ("Grant Manager")	Name: Casey Smith, Deputy Chief Operating Officer (Authorized to sign grant amendments on behalf of Grantee)	Name: Jonathan Avila (Authorized to sign RFFs on behalf of Grantee)
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-2335	Phone: (619) 214-5380	Phone: (619) 525-8233
Email: kelsey.ducklow@coastal.ca.gov	Email: CDSmith@sandiego.gov	Email: JOAvila@sandiego.gov

3. Primary project contact:

State Agency: California Coastal Commission	**Grantee** City of San Diego
Section/Unit:	Section/Unit: City Planning Department
Name: Mary Matella ("LCP Grant Coordinator")	Name: Jonathan Avila
Address: 455 Market St. Suite 300 San Francisco, CA 94105	Address: 202 C Street, M.S. 413 San Diego, CA 92101
Phone: (415) 904-6093	Phone: (619) 525-8233
Email: mary.matella@coastal.ca.gov	Email: JOAvila@sandiego.gov

EXHIBIT A

SCOPE OF WORK

Name of Local Government: City of San Diego

Name of Project: City of San Diego Trails Master Plan Existing Conditions Report

Funding Source: General Fund

Specific Program: Local Coastal Program Local Assistance Grant Program

Federal Tax ID#: 95-6000776

Budget Summary:

CCC funding:	$499,153.00
Other funding:	$206,806.60
Total project cost:	$705,959.60

Term of Project: *10/16/2023 (or grant agreement execution date) - 08/01/2027*

A. PROJECT DESCRIPTION

The COSD plans to kick off the planning phase of the TMP by the Summer of 2024 and the primary source of data to inform the TMP will be the City of San Diego Trails Master Plan Existing Conditions Report (Report). The Report will include quantitative data on the current conditions of existing trails and where deficiencies or opportunities for improvement can be identified. Additionally, important qualitative data in the form of community input and stakeholder consultation will also be included in the Report. The completion of the Report as well as the proposed LCP update that will apply to the Community Plans is the full scope of work proposed for this grant project (Project).

The Project will be completed in three phases: Initial outreach and network formation, community engagement and data collection, and finally the drafting and finalization of the Report and LCP update. Specific tasks within each of these phases are described in more detail under the Task Description and Schedule section of this application.

The first priority of the Project will be to establish commitments with at least three community-based or non-profit groups who will serve as partners on this Project. The full Project team will consist of representatives from these three organizations (who will ideally represent or serve traditionally underserved communities), COSD Planning Department staff, and qualified technical consultants with expertise in community-driven landscape architecture and data analysis. Initial outreach work will seek to engage a diverse range of

EXHIBIT A

potential stakeholders (listed below) including some who have a longstanding relationship with the City such as San Diego Canyonlands and Groundwork San Diego, but outreach efforts will prioritize groups who have not been historically involved in Citywide planning such as Latinos Outdoors and Outdoor Outreach. The stakeholder network will serve in an as-needed capacity on the Project and will provide meaningful input on behalf of the groups they represent and their interests, and they will be an important resource for community engagement and outreach. Honoraria stipends are included in the funding request for this Project to support these collaborations and incidental costs incurred by the partners.

Following the formation of the Project team and stakeholder network, the City will initiate the community engagement and data collection phase. This effort will rely heavily on the Project partners and stakeholder network to organize volunteers to conduct a field survey of the existing trail systems and provide education outreach materials to the communities. Every officially recognized trail will be walked and documented using GPS equipment to determine the existing trail condition, identify gaps in the existing trail network, points of public access including coastal access, opportunities for recreation for all age groups, and areas vulnerable to climate change impacts including sea level rise. The COSD will coordinate with Outdoor Outreach and San Diego Canyonlands to develop STEM-focused volunteer opportunities for local high school students, and this will hopefully provide inspiration for these students to consider careers in public service or STEM. Students will have the opportunity to walk and document trails with City park rangers, biologists, and planners and learn about the native flora and fauna within their communities. It is envisioned that a pool of volunteers will complete the field survey consisting of local high school or college students, members of community-based organizations, and local non-profits under the guidance of the Project team.

In addition to the field survey serving as a data collection exercise, the survey will also provide an opportunity for public engagement on the trails with community members who encounter the survey volunteers to learn about the purpose and goals of the Project. The results of the field survey will be analyzed and documented in the Report. This report will inform the future development of a Citywide TMP, which aims to establish goals and policies needed to ensure an equitable Citywide trail system that promotes sustainable public access to the City's valuable open spaces, including the coastline and beaches.

Data collection activities will also require technical support from a qualified consulting firm. To adequately consider the potential effects of climate change on the proposed TMP and ensure a sustainable Citywide trail system, multiple collections of data will be gathered in consultation with experts experienced in climate change resiliency planning to identify areas expected to be at the greatest risk from climate change impacts. This data will be collected from publicly available sources, but if there are gaps in publicly available data or it's deemed insufficient for this Project, the City will issue a contract to a consulting firm

EXHIBIT A

experienced in data collection and modeling to gather the environmental data needed to complete a thorough climate change impact analysis.

In addition to data collection work during this phase, the Project team will also begin coordinating regular outreach and engagement efforts to seek community input and feedback on trails and public access in the City that will serve as qualitative data in the Report. Outreach activities such as regional workshops, community popups, and door knocking campaigns will educate the public on the need for a Citywide TMP, the goals of the TMP, and how this will affect their communities in the future. These events will also help the City gather input on how the community utilizes the existing trail system and how it can be improved. This input is essential for setting the stage for an equitable, Citywide TMP.

Once data collection is complete, the Planning Department, with the support of a consulting team, will prepare the draft Report. When the first draft is available, the Planning Department will distribute copies of the draft to the CCC, every partner on the Project, and it will be made publicly available on the Planning Department's website. Stakeholders who served in a volunteer capacity on the Project will be invited to review and comment on the report. The Planning Department will seek feedback on the first draft from all these parties, and once received, comments will be addressed in a letter sent to commenters from the Planning Department. Following the incorporation of comments and suggested edits, the Report will be finalized. A final copy of the Report will be provided to the CCC, all project partners, and all stakeholders who contributed to the Project, as well as published on the Planning Department's website. The Planning Department will continue gathering comments from the public on the report through the duration of the TMP development.

Before the end of the grant term, the COSD will propose amendments to community plans to update policies related to equitable multimodal access to the coast and other open spaces throughout the City. This effort will propose new policies in the community plans and updated policies to the LCPs established in the City's coastal community plans to highlight the new goals and vision encompassed by the TMP and other COSD equitable planning initiatives. At a minimum, the Report will be cited in the proposed LCP amendment language as a source of information to guide the implementation of new policies as it relates to trail planning and development. The COSD will work in coordination with the CCC to draft the proposed policy amendment prior to bringing the amendments forward to the City Council for consideration and eventual submittal to the CCC for approval and adoption.

B. TASKS

Task 1. Initial Outreach and Network Formation is the first step and will include engaging with key stakeholders and organizing a project team to kick off the project. The City's Planning Department staff will be the primary entity overseeing the implementation of this project.

EXHIBIT A

- **Task 1.1 - Identify project stakeholders** begins with information-gathering by the Planning Department and its existing network. Together, this team will brainstorm, research, and consolidate a list of all possible stakeholders who may be interested in contributing to the development of the Report. Currently, COSD has identified several organizations with a stake in the trails system, and this list will grow as additional outreach is conducted. A list of potential stakeholders is included below:

Casa Familiar
Climate Action Campaign
Environmental Health Coalition
Mid-City CAN (Community Advocacy Network)
San Diego Urban Sustainability Coalition (SDUSC)
The Greenlining Institute
Eastern Area Community Planning Group
Southeastern San Diego Planning Group
Chollas Valley Planning Group
Black Girls Hike
Friends of Rose Canyon
Friends of Balboa Park
Friends of Los Penasquitos Canyon
Friends of Tecolote Canyon
Mission Trails Regional Park Foundation
Environmental Center of San Diego
Los Penasquitos Lagoon Foundation
San Dieguito River Park Joint Powers Authority
Groundwork San Diego
Outdoor Outreach
San Diego Canyonlands
San Diego Coastkeeper
Sierra Club
Bayview Community Development Corporation
City Heights Community Development Corporation
Bike San Diego
Chollas Creek Coalition
Latinos Outdoors
San Diego Audubon Society
San Diego Mountain Biking Association
Kumeyaay Diegueno Land Conservancy (KDLC)
The Surfrider Foundation
Outdoor Afro
San Diego Foundation
Environmental Center of San Diego (ECO)
Disabled Hikers

- **Task 1.2 - Recruit stakeholders, partners, and collaborators** through calls, emails, and face-to-face meetings. COSD will prioritize and target networks that support diversity in the region such as Outdoors Outreach as well as neighborhood leadership.

- **Task 1.3 - Convene a project team to kick off the Project** by orienting the group to the Project goals, collectively determining strategies for outreach and engagement, setting the course and timeline for interactions, and vetting priorities through the group. COSD will lead this kickoff meeting alongside any collaborators that have volunteered for a heightened role in the Project.

- **DELIVERABLES:** By November 29, 2023, COSD will have completed:
    - Established commitments from the three project partners and network of stakeholders.
    - Project team rosters with corresponding roles and identified geographic leads.
    - A community outreach timeline and engagement strategy

EXHIBIT A

Task 2. Community engagement and data collection is essential to conducting a thorough qualitative and quantitative analysis to effectively inform the TMP and advance the goals of the PMP.

- **Task 2.1 - Conduct Neighborhood Outreach** concurrently with the existing trail field survey. Information flyers for the Project will be posted at surveyed trailheads if feasible, and door hangers with project information will also be left at residences surrounding trail entrances and points of public access to bring awareness to the Project and inform residents of ways they can get involved. Face-to-face interactions will also be encouraged during the field survey by engaging with trail users and community members who are curious about the survey work. COSD staff and project volunteers from Task 1 will conduct this neighborhood-centered interaction.

- **Task 2.2 - Participate in and/or schedule community events** by coordinating with community organizations, participating in existing community events (like markets and festivals), and planning additional engagement opportunities like popup events at popular spaces within the community. Coordinating with community organizations in every region within the City and consulting with experts experienced in developing creative strategies for engaging with historically underrepresented communities will be critical to ensuring the future TMP is equitable.

- **Task 2.3- Data collection will include both qualitative and quantitative data.** The first data collection activity that will be initiated is the field survey of the existing City trails. City staff including park rangers, biologists, and planners will accompany pairs of volunteers to survey and document existing trail conditions using GPS software. The qualitative dataset will be composed of the field survey results, feedback from the communities, and input from the Project team including the stakeholder network. The quantitative dataset will be composed of environmental impact data on the future trail system, existing trail condition and usage data, and the field survey results. The entire Project team will be involved in completing this task.

- **DELIVERABLES:** By July 1, 2024, COSD will have hosted at least 18 in-person community engagement events and at least one additional targeted popup event within at-risk communities, in addition to the following:
    - Data collection that includes both qualitative and quantitative data to inform and equitable and sustainable TMP.
    - A community engagement summary report of recommendations and issues to consider.
    - Complete field survey and dissemination of Project information, purpose, and goals to neighborhoods within the field survey study area.

EXHIBIT A

Task 3. Drafting and finalizing the Report will inform the future COSD's Citywide TMP and will be incorporated into future community plan/LCP updates. Finalization of the Report will not be completed until stakeholder comments are received. The report will discuss the community engagement and climate change vulnerability/resilience findings gathered in Task 2.

- **Task 3.1 - Create a first draft of the Report** in accordance with the conversations and input received from community engagement activities and field work performed in tasks 2 and 3.1. Support from technical consultants will be needed to draft the Report with input from COSD and the Project team.

- **Task 3.2 - Gather comments on the first draft of the Report** by maintaining open lines of communication with stakeholder groups and hosting discussion meetings with the Project team. The first draft of the Report will also be provided to the CCC for review. COSD will host at least one virtual meeting with CCC staff to gather input and feedback on the draft report. COSD will oversee the collection of comments and will compile summaries of different comments that will inform revisions.

- **Task 3.3 - Revise and release the final Report** to project team members, stakeholders, and the CCC. The Report will also be published on the Planning Department's website and will be presented to the City Council's subcommittees as an information item to maintain opportunities for public input.

- **DELIVERABLES:** Report drafts will be prepared by the deadlines below:

    - The first draft of the Report will be prepared by July 1, 2024
    - The final draft of the Report will be completed by September 30, 2024.

Task 4. Coordination with CCC staff during the development of the TMP. COSD will be developing the Trails Master Plan using funding from a separate grant. That project includes its own separate set of tasks and outreach processes. However, as part of this CCC-funded project, COSD staff will meet with CCC staff a minimum of two times during the development of the TMP to ensure that goals, projects, etc. identified in the TMP are consistent with Coastal Act requirements and will lead to successful development and adoption of a proposed LCP amendment (Task 5).

- **DELIVERABLES:** completion of a minimum of two coordination meetings with CCC staff during the development of the TMP.

Task 5. Amend Community Plans and Update LCP Policies by drafting new policy language and revised trail figures that promote implementation of the goals outlined in the TMP that were

EXHIBIT A

guided by the findings of the Report. The CCC will have an opportunity to review and comment on the draft policy language before it's brought to the City Council for approval and adoption which will amend the community plans.

- **DELIVERABLES:** It's expected that the new policies will be brought to the City Council for approval and adoption by June 30, 2027.
    - Draft LCP policy language by November 30, 2026
    - Revised/Final policy language for City Council hearing by June 30, 2027
    - Submittal of locally adopted LCP language to the Coastal Commission by August 1, 2027

C. SCHEDULE

Project start/end dates:

Task 1. Initial Outreach and Network Formation		**Start Date**	**End Date**
1.1 Identify project stakeholders		10/16/2023	10/30/2023
1.2 Recruit stakeholders, partners, and collaborators		10/30/2023	11/13/2023
1.3 Project kickoff		11/13/2023	11/29/2023
Outcome/Deliverables:			
	A. Established commitments with 3 project partners and network of stakeholder	11/13/2023	
	B. Project team rosters with corresponding roles and identified geographic leads	11/29/2023	
	C. Community outreach timeline and engagement strategy	11/29/2023	
Task 2. Community engagement and data collection		**Start Date**	**End Date**
2.1 Conduct neighborhood outreach		11/13/2023	1/15/2023
2.2 Participate in and/or schedule community events		11/13/2023	7/1/2024
2.3 Data collection		11/13/2023	7/1/2024
Outcome/Deliverables:			
	D. Data compilation including qualitative and quantitative data	7/1/2024	
	E. Community engagement summary report following the participation in at least 18 outreach events		
	F. Complete field survey and dissemination of project information to neighborhoods		
Task 3. Drafting and finalizing the Report		**Start Date**	**End Date**
3.1 Create a first draft of the Report		3/15/2024	7/1/2024
3.2 Gather comments on the first draft of the Report		7/1/2024	8/3/2024
3.3 Revise and release the final Report		8/3/2024	9/30/2024
Outcome/Deliverables:			
	G. First draft of the Report	7/1/2024	
	H. Final draft of the Report	9/30/2024	
Task 4. Coordination with CCC staff during TMP development		**8/31/2024**	**6/30/2026**

EXHIBIT A

Outcome/Deliverables:			
	I. Meeting 1 with CCC staff on TMP	~February 2025	
	J. Meeting 2 with CCC staff on TMP	~February 2026	
Task 5. Amend Community Plans and Update LCP Policies		**6/30/2026**	**8/1/2027**
Outcome/Deliverables:			
	K. Draft LCP language	11/30/2026	
	L. Revised/Final LCP language for City Council	6/30/2027	
	M. Submittal of adopted LCP language to CCC	8/1/2027	

D. BENCHMARK SCHEDULE

BENCHMARK	ACTIVITY	COMPLETION DATE
1	Initial outreach and network formation	11/29/2023
2	Community engagement and data collection	7/1/2024
3	Complete a first draft of the Report and address feedback and comments	8/3/2024
4	Finalize and distribute the Report	9/30/2024
5	Amend Community Plans and Update LCP Policies	8/1/2027

EXHIBIT A1

DEFINITIONS

1. The term “Agreement”; this Grant Agreement.

2. The term “Budget Act”; the annual enacted version of the Budget Bill which makes appropriations for the support of the government of the State of California.

3. The term “Chief Deputy Director”; the Chief Deputy Director of the Commission.

4. The terms “Commission” or “Coastal Commission” and the acronym “CCC” all refer to the California Coastal Commission.

5. The term “Executive Director”; the Executive Director of the Commission.

6. The term “Grant” or “Grant Funds”; in the case of LCP grants, the money provided by the California Climate Investments program or, in the case of Public Education grants, sales and renewals of the WHALE TAIL® Specialty License Plate, or California’s Voluntary Tax Check-Off Program, or General Fund/Local Assistance, and administered by the Coastal Commission to the Grantee pursuant to this Agreement.

7. The term “Grant Manager”; the representative of the Commission with authorization per the Executive Director to administer and provide oversight of the Grant.

8. The term "Grantee"; an applicant who has a signed agreement for Grant Funds.

9. The term "Project"; the activity described under the Scope of Work, attached as EXHIBIT A, to be accomplished with Grant Funds.

10. The term “Project Budget”; the Commission approved cost estimate submitted to the Commission’s Grant Manager for the Project. The Project Budget shall describe all labor and material costs of completing each component of the Project. The Project Budget shall contain itemized amounts permissible for each item or task described in the Scope of Work. The Project Budget must include the set administrative and indirect costs agreed upon by the Parties if applicable.

11. The term “Public Agency”; any State of California department or agency, a county, city, public district or public agency formed under California law.

12. The term “Scope of Work” refers to EXHIBIT A, including the approved Project Description, Tasks, and Schedules.

13. The term “Termination Date”; the date by which all activity for the project must be concluded, as specified in the signature page of this Agreement. Work performed after this date cannot be reimbursed.

EXHIBIT B

BUDGET

Jurisdiction Name	*CCC Grant Total*	*Match/Other Funds*	*Total*
LABOR COSTS			
City Staff Labor			
Task 1 – Initial Outreach and Network Formation	$19,654.00	$38,472.00	$58,126.00
Task 2 – Community engagement and data collection	$49,134.00	$96,180.00	$145,314.00
Task 3 – Draft and finalize Report	$29,480.00	$57,709.00	$87,189.00
Task 4- Coordination w/ CCC Staff During TMP Development	-	$11,925.60	11,925.60
Total Labor Costs	**$98,268.00**	**$204,286.60**	**$302,554.60**
DIRECT COSTS			
Project Supplies			
Stationary materials for door hangers, informational flyers, fact sheets, and other as-needed stationary and incidental meetings supplies	$10,000.00	-	$10,000.00
Field survey equipment	$12,885.00	-	$12,885.00
Total	**$22,885.00**	**-**	**$22,885.00**
Travel In State			
Mileage	-	$2,520.00	$2,520.00
Transportation stipends for community members	$2,000.00	-	$2,000.00
Total	**$2,000.00**	**$2,520.00**	**$4,520.00**
Consultants and Partners			
Task 1: Initial Outreach and Network Formation	$21,000.00	-	**$21,000.00**
Task 2: Community Engagement and Data Collection	$325,000.00	-	**$325,000.00**
Task 3: Draft and Finalize Report	$30,000.00	-	**$30,000.00**
Total	**$376,000.00**	**-**	**$376,000.00**
Grand total	**$499,153.00**	**$206,806.60**	**$705,959.60**

EXHIBIT B1

BUDGET DETAIL AND PAYMENT PROVISIONS
(Local Coastal Programs)

1. **Request for Funds**

A. For performance of activities satisfactorily rendered during the term of this Agreement (as specified in EXHIBITS A and B), and upon receipt and approval of the Request for Funds Form described below (also referred to as the "RFF Form"), the Commission agrees to reimburse Grantee for actual expenditures incurred in accordance with the rates specified herein or attached hereto.

B. Grantee shall submit each RFF form no more frequently than monthly (except as requested by the Commission) but no less frequently than quarterly (assuming activity occurred within that quarter) in arrears via email to your LCP grant coordinator or mailed in triplicate to:

California Coastal Commission
Attn: Mary Matella
Statewide Planning Division
455 Market St. Suite 300
San Francisco, CA 94105

C. Each RFF form shall contain the following information:

1. Grantee's name and address as shown in this Agreement.
2. Invoice number and date of the RFF
3. Time period covered by the RFF form during which work was actually done.
4. Agreement number as shown on this Agreement.
5. Original signature of the Grantee, specifically the Project Representative, as identified in EXHIBIT A.
6. Itemized costs by tasks and source of funds as listed in the Scope of Work for the billing period in the same or greater level of detail as indicated in the Project Budget (see EXHIBIT B), with supporting documentation. Only those costs and/or cost categories expressly identified in this Agreement may be reimbursed.
7. Remaining balance listed by task number from the Scope of Work including the cumulative expenditures to date, the expenditures during the reporting period, and the unexpended balance of funds under this Agreement.
8. The total amount of all other funds, including matching funds, under the Grantee Matching Funds section of the RFF.

EXHIBIT B1

D. Attached to the RFF form, the Grantee shall submit a supporting progress report summarizing the work that was completed during the invoice period and the current status of the work for which disbursement is sought, including work by any consultant, and comparing it to the status required by the Scope of Work (budget, timeline, tasks, etc.). Progress reports must be submitted no less frequently than on a quarterly basis, even if an RFF is not submitted.

E. Notwithstanding the foregoing, the Grant Manager of the Commission may request, and the Grantee shall provide, receipts or other source documents for any other direct expenditure or cost as described in the RFF form, as and when necessary to resolve any issue concerning reimbursement.

F. The Grantee's failure to fully execute and submit a RFF form, including attachment of supporting documents, may relieve the Commission of its obligation to disburse funds to the Grantee unless and until the Grantee corrects all deficiencies.

G. Any RFF form that is submitted without the required itemization and documentation will be considered "disputed" and will not be authorized. If the RFF form package is incomplete, inadequate or inaccurate, the Commission will inform the Grantee and will withhold payment until all required information is received or corrected. In the case of non-compliance, the Commission will issue a formal Invoice Dispute Notification [STD (209)] and take necessary action in resolving any disputed matter(s). Any penalties imposed on the Grantee by a consultant, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

H. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the Commission must occur within the term of the Grant Agreement and before the Termination Date.

I. The Grantee shall expend Grant Funds in the manner described in the Scope of Work and Project Budget approved by the State. Expenditure on items contained in the approved Project Budget may vary by as much as ten percent with prior approval by the Commission Grant Manager, provided the grantee first submits a revised Project Budget for the purpose of amending the Project Budget. In any event, the total amount of the Grant Funds may not be increased, except by written amendment to this agreement and only if approved by the Commission.

2. **Budget Contingency Clause**

A. It is mutually agreed that if the final Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Grant Program, this Agreement shall be of no further force and

EXHIBIT B1

effect, and the Commission shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to continue performance under the provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Grant Program, the Commission shall have the option at its sole discretion to either cancel this Agreement with no liability accruing to the Commission or enter into an agreement amendment with Grantee to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made no later than 45 days following receipt of properly submitted, undisputed invoices except as otherwise set forth in, and in each case in accordance with, the California Prompt Payment Act, Government Code section 927, et seq.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the California Coastal Commission. Grantee may not commence performance until such approval has been obtained.

2. AMENDMENTS: This Agreement may only be amended by mutual agreement in writing between Grantee and the Commission. Any request by the Grantee for an amendment must state the amendment request and reason for the request and shall be submitted in writing, such as by email or letter. The Grantee shall strive to make requests immediately upon discovering that an amendment may be needed. No oral understanding or agreement not incorporated into the Agreement in writing is binding on the parties.

   Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Scope of Work (EXHIBIT A) and Project Budget (EXHIBIT B) approved by the Commission. In any event, the total amount of the Grant Funds may not be modified, except by written amendment to this Agreement. Any subsequent changes or additions to the Scope of Work and Project Budget approved by the Commission in writing are hereby incorporated by reference to this Agreement as though set forth in full in this Agreement. Changes to the grant term and/or the total amount of Grant Funds will require a formal amendment, while changes to Scope of Work (EXHIBIT A) and the Project Budget (EXHIBIT B) may be done through an informal amendment, found in EXHIBIT F.

3. ASSIGNMENT: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Commission in the form of a formal or informal written amendment.

4. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all consultants, subconsultants, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

5. DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute.

6. NO CREATION OF AGENT RELATIONSHIP*:* Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C

7. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Grantee and its consultants, subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Grantee and consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and consultants shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8. CERTIFICATION CLAUSES: The GRANTEE CERTIFICATION CLAUSES contained in the document GCC-1/2019 are hereby incorporated by reference and made a part of this Agreement (EXHIBIT E) by this reference as if attached hereto.

9. TIMELINESS: Time is of the essence in this Agreement.

10. COMPENSATION: The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. GOVERNING LAW: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. ANTITRUST CLAIMS: The Grantee by signing this agreement hereby certifies that if services or goods are obtained through a public purchase by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

EXHIBIT C

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

13. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C

b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

16. AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING: Commission projects are subject to audit by the State annually and for three (3) years following the payment of Grant Funds. Accordingly, Grantee shall maintain orderly, accurate and complete documents and records of all financial accounts, costs, disbursements, receipts and other matters relating to this Agreement consistent with the policies outlined in EXHIBIT C, hereto, for the Project and shall make them available to the State or the Commission for auditing, inspecting and copying at reasonable times. Grantee agrees to allow the auditor(s) to interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). Grantee shall also retain such documents and records for three (3) years after final payment and one (1) year following an audit unless a longer period of records retention is stipulated. The documents for audit should be retained onsite.

Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.

If Grantee stated in the Project Budget that other sources of funding will be used to complete the Project, the Grantee shall establish internal systems to track expenditures of matching or in-kind funds on a regular basis and will make the documentation available to the Commission upon request.

EXHIBIT D

Special Terms and Conditions

1. PROJECT EXECUTION:

   A. Grantee shall complete the Project before the Termination Date.

   B. Subject to the availability of funds, the Commission hereby grants to the Grantee the sum $499,153.00 (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.

   C. Prior to the commencement of any Project work, Grantee agrees to submit in writing to the Commission for prior approval any deviation from the original Scope of Work pursuant to EXHIBIT A and the Project Budget pursuant to EXHIBIT B. Changes in the Scope of Work or Project Budget must continue to ensure timely and effective completion of the Project, including where applicable a new or updated Local Coastal Program for certification by the Commission. Any modification or alteration in the Scope of Work or Project Budget on file with the Commission must be submitted to the Commission for approval. Changes to the Scope of Work or Project Budget shall require an amendment to this Agreement (see “Amendments” under EXHIBIT C).

   D. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.

   E. As applicable, Grantee shall ensure that Project work excludes any and all Project work that was funded through previously awarded grants or the matching funds identified through previously awarded grants so as to ensure that current grant funding is not duplicative of previous grant funding. Such grants include, but are not limited to, WHALE TAIL® Grants, grants previously awarded by the Coastal Commission, grants awarded by the Ocean Protection Council as well as grants awarded by the State Coastal Conservancy.

   F. Final invoicing shall be submitted promptly following the termination date of the grant or upon a date mutually agreed upon by the Grantee and the Grant Manager.

   G. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, the California Coastal Act, health and safety codes, and disabled access laws.

EXHIBIT D

2. POTENTIAL CONSULTANTS/CONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Commission and any consultants, and no contract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible for the acts and omissions of its consultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its consultants is an independent obligation from the Commission's obligation to make payments to the Grantee. As a result, the Commission shall have no obligation to pay or to enforce the payments of any moneys to any consultants.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations for the benefit of the Commission and its funding sources as described in EXHIBIT C ("General Terms and Conditions") and EXHIBIT D/D1/D2 ("Special Terms and Conditions") of this Grant Agreement.

If all or any part of the Project to be funded under this Agreement will be performed by third parties under contract with the Grantee, prior to executing an agreement for services, the Grantee shall inform the Grant Manager of the selection of the third party.

Grantees seeking subcontractors under this Agreement to perform any services exceeding the cost of $10,000.00 shall select those contractors pursuant to a process that seeks three competitive quotations or adequate justification for the absence of bidding.

All consultants and subcontractors are subject to all terms and conditions of this agreement in accordance with the California State Contracting Manual. Consultants seeking travel reimbursement see "Travel Reimbursement" clause below.

3. TRAVEL REIMBURSEMENT

The Commission will reimburse travel and related expenses at actual costs not to exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Grantees may seek reimbursement for any travel expenses that are in excess of these state rates, but only if the Grantee has received *prior* written approval of the Commission's Chief Deputy Director or his/her designee permitting the expenses in excess of state rates on the basis that state rates were not reasonably available. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Receipts will be required for all travel related reimbursements. All travel costs are inclusive within the budgeted amount referenced in this Agreement. Grantees shall ensure that travel and related expenses, including Grantee's consultant and subconsultant travel and related

EXHIBIT D

expenses, submitted to the Commission for reimbursement, do not exceed the State rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, unless prior written approval permitting the expenses to be in excess of state rates was obtained, as noted above.

4. PROPERTY PURCHASED

The Grantee agrees to continue using property purchased under this Agreement for the purposes outlined in this Agreement or similar activities until it is fully consumed (*i.e.*, is either fully distributed, damaged, worn-out, or becomes obsolete).

Grantees shall receive prior authorization in writing by the Commission before reimbursement for any purchase order or subcontract exceeding $10,000.00 for any articles, supplies, equipment, or services. The contractor shall provide in the request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost.

5. SETTLEMENT OF DISPUTES

If the Grantee believes that there is a dispute or grievance between Grantee and the Commission arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue with the Commission's Grant Manager. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved directly with the Grant Manager, the Grantee shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Commission. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or his/her designee, shall meet in person or via phone with the Grantee and the Grant Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

6. WAIVER AND RELEASE

Grantee hereby waives all claims and recourses against the Commission, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except for claims for reimbursement of costs due under this Agreement, recovery of which shall be limited to the total amount properly incurred hereunder and in no event exceed the total amount of Grant Funds provided for hereunder. Grantee acknowledges that it is solely responsible for its compliance with the terms of this Agreement.

EXHIBIT D

7. REALLOCATION OF FUNDS

If Grantee fails to meet the performance criteria and/or Benchmarks in this Agreement, the Executive Director or his designee may immediately upon written notice cancel this Agreement or request to amend the Agreement, and as feasible, re-allocate any unspent funds to one or more of the other approved Grantees that needs additional funding or whose grant was not fully funded.

Should a Grantee not need the full amount of funds awarded by the Commission, they shall notify the Grant Manager as soon as possible so that any remaining allocated but unspent funds may be redistributed, as feasible. In addition, should Grantee fail to enter into an agreement necessary for its performance hereunder in a timely manner, the Executive Director or his designee may, upon Commission approval, reallocate funds to supplement an already awarded grant.

8. SURVIVAL

The obligations in the "INDEMNIFICATION" and "AUDIT REQUIREMENTS AND FINANCIAL RECORDKEEPING "clauses of the General Terms and Conditions (EXHIBIT C), and in the "ACKNOWLEDGMENT" and "WORK PRODUCT" clauses in the Special Terms and Conditions (EXHIBIT D1), as well as any other provisions in this Agreement that by their nature are intended to survive termination or expiration, shall survive the termination of this Agreement.

9. WAIVERS GENERALLY

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

10. EXECUTIVE DIRECTOR'S DESIGNEE

The Executive Director shall designate a Commission staff Grant Manager who shall have authority to act on behalf of the Executive Director with respect to this Agreement. Grantee shall be notified of such designation in writing.

EXHIBIT D1

Local Coastal Program (LCP) Terms and Conditions

Definitions

1. The term "Benchmark"; specific tasks or project deliverables identified in the Scope of Work as approved by the Commission.

2. The term "Disadvantaged Community" refers to communities identified by the California Environmental Protection Agency as the top 25% most impacted census tracts in CalEnviroScreen 4.0, a screening tool used to help identify communities disproportionally burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.

3. The term "General Fund" or the acronym "GF" all refer to the General Fund.

4. The term "LCP" refers to Local Coastal Program.

5. The term "Local Coastal Program Local Assistance Grant Program" refers to the Coastal Commission's grant program to support local governments in planning for sea level rise and climate change, and developing new or updating existing Local Coastal Programs (LCP), consistent with the California Coastal Act. *CA Code of Reg. Title 14 Division 5.5 Ch. 8 Sub. 2*

6. The term "Low-Income Community" refers to communities and households that are found within census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's adopted list of state income limits.

7. The term "Materials"; all data, plans, drawings, specifications, surveys, studies, and other written or graphic work produced in the performance of this Agreement and are identified as "deliverables" in the Scope of Work of this Grant Agreement.

8. The term "Other Sources of Funds"; cash or in-kind contributions that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.

9. The term "Pooled Money Investment Account" (PMIA) refers to the account through which the State Treasurer invests taxpayers' money to manage the State's cash flow and strengthen the financial security of local governmental entities. The rate of interest earned on the Pooled Money Investment Account serves as a benchmark for setting interest rates in several provisions of state law, and is the rate that is used for purposes of this Agreement. *GC Title 2. Government of the Statute of CA [8000-22980], Division 4. Fiscal Affairs [16100-1777], Part 2. State Funds [16300-16649.95], Ch. 1.16314*

EXHIBIT D1

10. The term “Request for Funds Form” or “RFF Form”; the form that will be submitted requesting payment and which is described in EXHIBIT B1.

11. The term “Round 1” refers to the Commission’s first round of LCP grant funding that commenced in Fiscal Year 2013-2014 under the Local Coastal Program Local Assistance Grant Program.

12. The term “Round 2” refers to the Commission’s second round of LCP grant funding that commenced in Fiscal Year 2014-2015 under the Local Coastal Program Local Assistance Grant Program.

13. The term “Round 3” refers to the Commission’s third round of LCP grant funding that commenced in Fiscal Year 2016-2017 under the Local Coastal Program Local Assistance Grant Program.

14. The term “Round 4” refers to the Commission’s fourth round of LCP grant funding that commenced in Fiscal Year 2017-2018 under the Local Coastal Program Local Assistance Grant Program.

15. The term “Round 5” refers to the Commission’s fifth round of LCP grant funding that commenced in Fiscal Year 2018-2019 under the Local Coastal Program Local Assistance Grant Program.

16. The term “Round 6” refers to the Commission’s sixth round of LCP grant funding that commenced in Fiscal Year 2019-2020 under the Local Coastal Program Local Assistance Grant Program.

17. The term “Round 7” refers to the Commission’s seventh round of LCP grant funding that commenced in Fiscal Year 2021-2022 under the Local Coastal Program Local Assistance Grant Program.

18. The term “Round 8” refers to the Commission’s eighth round of LCP grant funding that commenced in Fiscal Year 2022-2023 under the Local Coastal Program Local Assistance Grant Program.

19. The term “Sea Level Rise Guidance” refers to the Coastal Commission’s Sea Level Rise Policy Guidance document adopted in August 2015 and updated in 2018. The document provides an overview of best available science on sea level rise for California and recommended steps for addressing sea level rise in Coastal Commission planning and regulatory actions under the Coastal Act.

EXHIBIT D1

LCP Terms and Conditions

1. PURPOSE OF GRANT FUNDING

Grant funds shall be used to fulfill the goals of the California Climate Investments program, including planning for strategies to reduce greenhouse gas emissions, adapt to the impacts of climate change, and maximize benefits to disadvantaged and low-income communities.

2. ACKNOWLEDGEMENT

In order to acknowledge the Commission's support of the project, the Commission's name and logo shall be included in a prominent location in all materials related to the LCP Grant Project, including, but not limited to: Grantee reports or website postings about the grant program; draft and final work products, such as vulnerability assessments, adaptation plans, land use plans and implementation plans; and public outreach-related materials, including workshop announcements, press releases, contacts with the media, signage, invitations, and other media-related and public outreach products. Less formal materials, such as stakeholder participation rosters and outreach agendas, do not need to include acknowledgement of Commission support. The Grantee shall include in any agreement with any consultant or subconsultant under the LCP Grant Program terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as third-party beneficiaries of those provisions. The Commission shall have the right to republish any material generated as a result of this Agreement.

3. WORK PRODUCT

It shall be the Commission's Grant Manager's sole determination as to whether grant materials (*i.e.*, project deliverables in Scope of Work) have been successfully completed and are acceptable to the Commission. The Commission reserves the right to withhold reimbursement under the REIMBURSEMENT clause for materials deemed incomplete or substandard. For materials that constitute LCPs, including Land Use Plans and Implementation Plans, the standard of review in determining whether a LCP is successfully completed and acceptable as a work product under the Scope of Work of this Grant Agreement, is the Coastal Act.

The Grantee agrees that all materials are subject to the unqualified and unconditional rights of the Commission as set forth in this section. The Commission shall have the right to reproduce, publish, display and make derivative use all such work, or any part thereof, free of charge in any manner and for any purposes whatsoever and to authorize others to do so. If any of the work material is subject to copyright, trademark, service mark, or patent, the Commission is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of

EXHIBIT D1

derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

Grantee agrees that it shall use the materials developed with Grant Funds only for the purpose for which the Grant Funds were requested and no other use of the materials shall be permitted (including use of the work produced under this Agreement for any profit-making venture, or the sale or grant of rights thereto for that purpose) except as otherwise agreed to in an Amendment.

Grantee must certify the materials developed with Grant Funds under this Agreement shall remain available for public request. This Agreement shall not prevent the transfer of the materials from the Grantee to a Public Agency if the successor Public Agency assumes the obligations imposed by this Agreement.

If the use of the materials is changed to a use that is not permitted by the Agreement, or if the materials are sold or otherwise disposed of, at the Commission's sole discretion, an amount equal to (1) the total amount of the Grant Funds, or (2) the proceeds from the sale or other disposition, whichever is greater, shall be promptly reimbursed to the Commission by Grantee.

The Grantee agrees to include in any agreement with any consultant and/or subconsultant under the Grant Project terms that preserve the rights, interests, and obligations created by this section, and that identify the Commission as a third-party beneficiary of those provisions.

Commission staff will be available to support the development of the Project through regular coordination and assistance. Commission staff support includes regular coordination meetings, timely review of reports, and participation in stakeholder advisory groups, as feasible, to ensure timely and successful completion of the Project.

4. PUBLIC ENGAGEMENT and TRIBAL CONSULTATION

Public outreach shall target all interested members of the public, including visitors and other non-residents to the maximum extent feasible for the purpose of meaningful engagement in policy development, technical studies, and other tasks conducted pursuant to the grant Project. All public outreach activities related to the Project shall, to the maximum extent feasible, proactively engage those who already face disproportionate environmental burdens or vulnerabilities to environmental hazards, and/or those who come from communities of existing social inequalities, including members of the public and organizations from the following communities: disadvantaged communities, communities of color and/or low income, communities with low capacity to adapt to climate change, and communities not in close proximity to the shoreline but who visit and recreate there. Outreach activities shall seek to provide maximum opportunities for these groups to engage with and provide input on the tasks

EXHIBIT D1

of the Project. Grantees shall also seek to engage with California Native American Tribes in line with the Coastal Commission's Tribal Consultation Policy (adopted August 2018).

5. REIMBURSEMENT

Complete reimbursement of Task funds under this Agreement will be dependent upon successful completion of the Task deliverable(s) of this Agreement. Grantee agrees that up to 20% of each Task and the total Task Budget hereunder may not be reimbursable until each Task and all final Task deliverables have been completed, delivered by the Grantee to Commission Staff, and accepted by the Commission's Grant Manager.

6. DIGITAL AND PAPER SUBMITTAL OF MATERIALS

Prior to the Executive Director's determination and reporting of certification pursuant to Section 13544 of the California Code of Regulations of a grant-funded LCP project, grantees shall submit LCP documents and maps in both paper and editable digital format to the Coastal Commission.

7. INSURANCE

Throughout the term of this Agreement, for the life of any asset funded by the grant monies awarded pursuant to this Agreement, or for any period of project implementation after the termination date of this Agreement, the Grantee shall maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the Grantee or its agents, representatives, employees, volunteers, or consultants associated with the Project undertaken pursuant to this Agreement.

If the Grantee provides funds to any consultants to accomplish any of the work of this Agreement or provides grant funds to any contractor to carry out a project under this Agreement, the Grantee shall first enter into an agreement with each consultant requiring it to obtain and maintain liability and property-damage insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the consultant, or its agents, representatives, employees, or volunteers, associated with the project undertaken pursuant to this Agreement. As an alternative, with the written approval of the Executive Director, the consultant may satisfy the coverage required by this section in whole or in part through its participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section. Required insurance shall be maintained from the commencement date through the Termination Date of any work undertaken by the consultant under the approved Scope of Work.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

EXHIBIT D1

1. Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence Form CG 0001) or ISO Comprehensive General Liability form (1973) or comparable with Broad Form Comprehensive General Liability endorsement.
2. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the Labor Code of the State of California.

B. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:

1. General Liability: (Including operations, products and completed operations, as applicable)	$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Director.

D. Required Provisions. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to the Executive Director. The general liability and automobile liability policies are to contain, or to be endorsed to contain, the following provisions:

1. The State of California, its officers, agents and employees are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this Agreement, the Grantee's insurance coverage shall be primary insurance with respect to the State of California, its officers, agents and employees.
3. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

EXHIBIT D1

E. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Commission and approved in writing by the Executive Director.

F. Verification of Coverage. The Grantee shall furnish the Grant Manager with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Grant Manager within 30 working days from the start date of the Grant Project. The Commission reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.

G. Premiums and Assessments. The Commission is not responsible for premiums and assessments on any insurance policy

8. COASTAL COMMISSION SEA LEVEL RISE GUIDANCE

Grantees shall use the Commission's Sea Level Rise Policy Guidance, Critical Infrastructure Guidance, Local Government Working Group Baseline SLR LCP policies, and other information to inform the development of sea level rise impact assessments, vulnerability assessments, and LCP Land Use Plan and Implementation Plan completion or updates.

9. VULNERABILITY ASSESSMENTS and ADAPTATION PLANNING

In addition to the general recommendations contained within the Commission's Sea Level Rise Policy Guidance, and unless otherwise provided in the Scope of Work of this Agreement, vulnerability assessment and adaptation planning work shall include: (1) analysis of storm and non-storm scenarios, including maximum daily and annual tidal inundation, (2) assessment of sea level rise vulnerability with and without key development that is currently vulnerable and/or protected by a revetment, such as Highway 1, railroad tracks, and/or a row of residences, (3) anticipated changes in beach width and other habitat areas under future sea level rise scenarios, (4) evaluation of the feasibility and effectiveness of various protection, accommodation, and retreat strategies, including nature-based adaptation strategies like living shorelines, sediment management, and beach nourishment,(5) evaluation of sea level rise vulnerability of existing and planned segments of the California Coastal Trail, (6) incorporation of the subject of environmental justice by, to the extent feasible, analyzing the differential impacts of sea level rise upon various demographics and community groups, and (7) consideration of the latest reports on sea level rise science and recommendations from the state of California, including Rising Seas in California (Griggs et al. 2017), the most recently adopted update to the State Sea-Level Rise Guidance, and the most recent version of the Safeguarding California Plan. Scenarios analyzed should include Medium-high Risk Aversion and Extreme Risk Aversion scenarios per the Commission's

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Sea Level Rise Policy Guidance and the State Sea-Level Rise Guidance recommendations to aid in planning and understanding the worst-case scenario for projected time horizons.

10. COORDINATION OF SEA LEVEL RISE PLANNING WORK

Sea level rise work completed under the Local Coastal Grant Program shall be coordinated regionally to the extent feasible with other jurisdictions and entities working on sea level rise projects within the same county or broader regional area relevant for sea level rise adaptation, such as the watershed, littoral cell, or area with similar geologic characteristics. Entities working on sea level rise projects include, but are not limited to, the State Coastal Conservancy, the Ocean Protection Council, The Nature Conservancy, NOAA, and USGS. Coordination includes early coordination meetings among the different entities, sharing of technical analyses and lessons learned as well as consideration of regional adaptation policies, and development of LCP policies.

11. TERMINATION

Except as otherwise set forth in this Agreement, this Agreement may be terminated or suspended (a) by the Commission for any reason upon thirty (30) days prior written notice to the Grantee, (b) by Grantee for any reason upon thirty (30) days prior written notice to the Commission subject to the approval of the Commission in its sole discretion, and (c) immediately upon written notice by either party “for cause”. The term “for cause” shall mean that either the Grantee or the Commission fails to meet any material terms, conditions, and/or responsibilities of the Agreement.

In the event of a termination or suspension, the Grantee shall immediately stop work and take all reasonable measures to prevent further costs requiring reimbursement by the Commission. The Commission shall then only be responsible for any reasonable and non-terminable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but not to exceed the balance of the total funds which remains unencumbered under this Agreement at the time of termination.

On or before the date of termination of this Agreement, whether terminated by the Grantee or the Commission, the Grantee shall provide the Commission with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this Agreement (whether completed or partial), in appropriate, readily useable form.

The Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement.

EXHIBIT D1

The Grantee shall include in any agreement with any consultant retained for work under this Agreement a provision that entitles the Grantee to immediately suspend or terminate the agreement with the consultant for any reason on written notice.

Notwithstanding the foregoing, Grantee acknowledges (and waives any defense based on a claim) that monetary damages may not be an adequate remedy to redress a breach by Grantee hereunder and that a breach by Grantee hereunder may cause irreparable harm to the Commission. Accordingly, Grantee agrees that upon a breach of this Agreement by Grantee, the remedies of injunction, declaratory judgment and specific performance shall be available to the Commission.

EXHIBIT E

CERTIFICATION (GCC-1/2019)

The Grantee's signor CERTFIES UNDER PENALTY OF PERJURY that they are duly authorized to legally bind the Grantee to the clauses below. This certification is made under the laws of the State of California.

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.

   c. Every employee who works on the proposed Agreement will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Coastal Commission determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court which orders Grantee to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

EXHIBIT E

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

   Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

   Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

   a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

   b. The Grantee agrees to cooperate fully in providing reasonable access to Grantee records, documents, agents or employees, or premises if reasonably required by authorized officials of the Coastal Commission, the Department of Industrial Relations, or the Department of Justice to determine Grantee compliance with the requirements under paragraph (a).

EXHIBIT E

7. DOMESTIC PARTNERS: For Grantee Agreements of $100,000 or more, Grantee certifies that the Grantee and/or its subcontractors/consultants are in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For Grantee Agreements of $100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

   Current State Employees (Pub. Contract Code §10410)

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
   2) No officer or employee shall contract on his or her own behalf as an independent Grantee with any state agency to provide goods or services.

   Former State Employees (Pub. Contract Code §10411):

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

   If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

EXHIBIT E

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE: An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
   a. When agreements are to be performed in the state by corporations, the Coastal Commission will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
   c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. The Coastal Commission will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Grantee shall not be*:* (1) in violation of any order or resolution not subject to review promulgated

EXHIBIT E

by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other government entity.

EXHIBIT F

INFORMAL AMENDMENT

Amendment to _____

1. This amendment (the "Amendment") is made by _____ and _____, parties to the agreement _____ dated (the "Agreement").

2. As of _*(date)*_, the Agreement is amended as follows:
_____

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Signed and Agreed:

Representative of _____

By: _____
Printed Name: _____
Title: _____
Dated: _____

Representative of Coastal Commission:

By: _____
Printed Name: _____
Title: _____
Dated: _____

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Laurie Grover	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Elizabeth Dickson, AICP	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Gaurav Srivastava, AICP	Project Manager
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Frank, MSHP	Project Manager
Name	Title/Position
Charleston, SC	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Rieger, PE, QSD	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Carey Fernandes, AICP	Project Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Kelly Bray	Project Manager
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

   If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

   If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

   If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers:
President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Indio

Contact Name and Phone Number: Kevin Snyder, 760.541.4255

Contact Email: ksnyder@indio.org

Address: 100 Civic Center Mall, Indio, CA 92201

Contract Date: November 23, 2020

Contract Amount: $ 417,010.00

Requirements of Contract: Project management; Housing Element Update; evaluation of "pro-housing" policies, financial incentives and housing strategies; gap financing alternatives for affordable housing; housing implementation services; CEQA compliance.

Company Name: San Bernardino County Transportation Authority

Contact Name and Phone Number: Josh Lee, 909.884.8276

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, 2nd Floor, San Bernardino, CA 92410

Contract Date: July 17, 2019

Contract Amount: $ 7,359,754.00

Requirements of Contract: Project management and various technical services under as-needed contract including: housing initiatives; housing element update support; sustainability and climate resilience support; housing trust; infrastructure toolkit; grant writing.

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, CA, 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Performed project management and completed two Area Plans (Metro Area Plan and South Bay Area Plan), historic context statements and EIRs under as-needed contract.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % TBD (total contract term)

Scope of work subcontractor will perform: Project Administration

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: % _____ (per year) % _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

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M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

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Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

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Diego Velasco dba Citythinkers

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General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Laurie Grover	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, CA 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Comprehensive public engagement in support of two Area Plans (Metro Area Plan and South Bay Area Plan)

Company Name: City of Rialto

Contact Name and Phone Number: Paul Gonzales, 909.421.7240

Contact Email: pgonzales@rialtoca.gov

Address: 150 S. Palm Avenue, Rialto, CA 92376

Contract Date: March 7, 2023

Contract Amount: $ 435,122.00

Requirements of Contract: Dudek prepared the City's general plan update and all associated public engagement.

Company Name: San Bernardino County Transportation Authority

Contact Name and Phone Number: Josh Lee, 909.884.8276

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, 2nd Floor San Bernardino, CA 92410

Contract Date: July 16, 2019

Contract Amount: $ 7,359,754.00

Requirements of Contract: Performed extensive engagement and outreach for various housing initiatives and climate resilience tasks.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 4 (total contract term)

Scope of work subcontractor will perform: Community Outreach and Engagement

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

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Company Name: Imagine Creative Services, LLC

Address: 219 1/2 22nd Street, San Diego, CA 92102

Contact Name: Peter Schrock Phone: 619.813.5551 Email: peter@imaginebravespaces.com

Contractor License No.: B2021010057 DIR Registration No.: N/A

Dollar Amount: % 3 Sub-Contract Dollar Amount: TBD (per year) 2 (total contract term)

Scope of work subcontractor will perform: Community Outreach, Engagement, Translation and Interpretation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

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Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

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Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
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Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Imagine Creative Services, LLC dba Imagine Creative Services

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541613, 611710, 711510)

Certification Number: 17IC1831

Effective: 8/15/2022 - 8/15/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Elizabeth Dickson, AICP	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Bernardino County Transportation Authority (SBCTA)

Contact Name and Phone Number: Josh Lee, 909.884.8276

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, 2nd Floor San Bernardino, CA 92410

Contract Date: July 16, 2019

Contract Amount: $ 7,359,754.00

Requirements of Contract: Dudek provided a range of services under this on-call contract related to habitat conservation; housing policy, financing, and program development; infrastructure strategies; and climate resilience and adaptation planning all under SBCTA's greater equity framework.

Company Name: City of El Cajon

Contact Name and Phone Number: Michael Viglione, 619.441.1773

Contact Email: mviglione@elcajon.gov

Address: 200 Civic Center Way, El Cajon, CA 92020

Contract Date: November 5, 2021

Contract Amount: $ 199,757.00

Requirements of Contract: Dudek provided support for the early Housing Element implementation through the development of objective design standards, updated the City's accessory dwelling unit regulations, and developed a variety of informational housing initiative resources to support staff.

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 20 W Temple St, Los Angeles, CA, 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Prepared two community-wide Area Plans (Metro Area Plan and South Bay Area Plan), as well as associated historic context statements and EIRs under as-needed contract.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Chen Ryan Associates, Inc. (Dba "CR Associates")

Address: 3900 Fifth Avenue, Suite 310, San Diego, CA 92103

Contact Name: Monique Chen, PE Phone: (619) 318-4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contract Dollar Amount: $ TBD __ (per year) % TBD (total contract term)

Scope of work subcontractor will perform: Mobility planning in support of Land Use

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☐ELBE ☑MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: 619.602.1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Land Use

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS cont'd

3) Company Name: Intersecting Metrics
Address: 7322 Orien Avenue, La Mesa, CA 91941
Contact Name, Phone Number, Email: Stephen Cook; 619.994.5814;
Contractor License No.: B2021008344
DIR Registration No.: 1001119402
Sub-Contract Dollar Amount: TBD (per year) 1% (total contract term)
Scope of work subcontractor will perform: Mobility planning in support of Land Use
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified): ELBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Chen Ryan Associates, Inc.,** DBA **CR Associates**
OWNER	**Ms. Monique Chen**
ADDRESS	**3900 Fifth Ave, Suite 310** **San Diego, CA 92103** [map]
PHONE	**619-795-6086**
FAX	**619-795-6086**
EMAIL	Vpena@cramobility.com
WEBSITE	http://cramobility.com
ETHNICITY	**Asian-Pacific American**
GENDER	**Female**
COUNTY	**San Diego (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**TRAFFIC ENGINEER; CONSULTANT, ENVIRONMENTAL; CONSULTANT, ENGINEERING; DRAFTING; Engineering services; Drafting Services; Environmental consulting services; Other Scientific and Technical Consulting Services**

Commodity Codes

Code	Description
CA WCC C8703	TRAFFIC ENGINEER
CA WCC C8713	CONSULTANT, ENVIRONMENTAL
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8765	DRAFTING
NAICS 541330	Engineering services
NAICS 541340	Drafting Services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles, San Diego**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**40083**

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

Printed on: 2/8/2023 3:57:29 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 1796780

Legal Business Name:
CHEN RYAN ASSOCIATES, INC.

Doing Business As (DBA) Name 1:
CR Associates

Doing Business As (DBA) Name 2:

Address:
3900 Fifth Avenue
Suite 310
San Diego
CA 92103

Email Address:
vpena@cramobility.com

Business Web Page:
www.cramobility.com

Business Phone Number:
619/795-6086

Business Fax Number:
619/795-6086

Business Types:
Service

Certification Type	Status	From	To
SB	Approved	05/27/2022	05/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Intersecting Metrics

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541330)

Certification Number: 17IM1800

Effective: 12/13/2023 - 12/13/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Dennis Pascua	Project Manager
Name	Title/Position
Encinitas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No Interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Burbank

Contact Name and Phone Number: Scott Plambaeck, 818.238.5250

Contact Email: splambaeck@burbankca.gov

Address: 1811 N Ontario St, Burbank, CA 91505

Contract Date: 11/2018

Contract Amount: $527,848

Requirements of Contract: Prepared the Brookhurst Corridor Study

Company Name: Southern California Association of Governments

Contact Name and Phone Number: Mark Tomich; 909.370.5185

Contact Email: mtomich@coltonca.gov

Address: 900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017

Contract Date: 09/2018

Contract Amount: $90,999

Requirements of Contract: Provided urban design, land use planning, market analysis, and community outreach services

Company Name: County of Los Angeles

Contact Name and Phone Number: Patricia Hachiya; 213.974.1234

Contact Email: phachiya@planning.lacounty.gov

Address: 500 W. Temple St., Room 358, Los Angeles, CA, 90012

Contract Date: 07/2021

Contract Amount: $1,291,358

Requirements of Contract: The Los Angeles County Metro Area Plan (LAMAP) is a comprehensive planning effort for seven community planning areas within the urbanized core of the County of Los Angeles.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Chen Ryan Associates

Address: 3900 Fifth Avenue, Suite 310, San Diego, CA 92103

Contact Name: Monique Chen, PE Phone: (619) 318-4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Mobility planning

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (c all that apply): ☒ DBE ☐ DVBE ☐ ELBE ☒ MBE ☒ SLBE ☒ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Intersecting Metrics

Address: 7322 Orien Avenue, La Mesa, CA 91941

Contact Name: Stephen Cook Phone: (619) 994-5814 Email: Steve@intersectingmetrics.com

Contractor License No.: B2021008344 DIR Registration No.: 1001119402

Sub-Contract Dollar Amount: % TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Mobility Planning

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☒ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Chen Ryan Associates, Inc.,** DBA **CR Associates**
OWNER	**Ms. Monique Chen**
ADDRESS	**3900 Fifth Ave, Suite 310** **San Diego, CA 92103** [map]
PHONE	**619-795-6086**
FAX	**619-795-6086**
EMAIL	Vpena@cramobility.com
WEBSITE	http://cramobility.com
ETHNICITY	**Asian-Pacific American**
GENDER	**Female**
COUNTY	**San Diego (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**TRAFFIC ENGINEER; CONSULTANT, ENVIRONMENTAL; CONSULTANT, ENGINEERING; DRAFTING; Engineering services; Drafting Services; Environmental consulting services; Other Scientific and Technical Consulting Services**

Commodity Codes

Code	Description
CA WCC C8703	TRAFFIC ENGINEER
CA WCC C8713	CONSULTANT, ENVIRONMENTAL
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8765	DRAFTING
NAICS 541330	Engineering services
NAICS 541340	Drafting Services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles, San Diego**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**40083**

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

Printed on: 2/8/2023 3:57:29 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 1796780

Legal Business Name:
CHEN RYAN ASSOCIATES, INC.

Doing Business As (DBA) Name 1:
CR Associates

Doing Business As (DBA) Name 2:

Address:
3900 Fifth Avenue
Suite 310
San Diego
CA 92103

Email Address:
vpena@cramobility.com

Business Web Page:
www.cramobility.com

Business Phone Number:
619/795-6086

Business Fax Number:
619/795-6086

Business Types:
Service

Certification Type	Status	From	To
SB	Approved	05/27/2022	05/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

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Chen Ryan Associates, Inc. DBA CR Associates

Women Business Enterprise (WBE)

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VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Intersecting Metrics

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541330)

Certification Number: 17IM1800

Effective: 12/13/2023 - 12/13/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

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10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Michael Tactay	Project Manager
Name	Title/Position
San Diego, CA	Keyser Marston Associates
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: County of Los Angeles

Contact Name and Phone Number: Patricia Hachiya; 213.974.1234

Contact Email: phachiya@planning.lacounty.gov

Address: 500 W. Temple St., Room 358, Los Angeles, CA, 90012

Contract Date: 07/2021

Contract Amount: $1,291,358

Requirements of Contract: The Los Angeles County Metro Area Plan (LAMAP) is a comprehensive planning effort for seven community planning areas within the urbanized core of the County of Los Angeles.

Company Name: City of Newport Beach

Contact Name and Phone Number: Ben Zbeda; 946.644.3309

Contact Email: bzbeda@newportbeach.ca

Address: 100 Civic Center Dr, Newport Beach, CA 92660

Contract Date: 06/2023

Contract Amount: $932,075

Requirements of Contract: Providing a comprehensive update to the City's General Plan

Company Name: Studio One Eleven

Contact Name and Phone Number: _Alan Pullman; 562.901.1500

Contact Email: apullman@studio-111.com

Address: 245 E 3rd St, Long Beach, CA 90802

Contract Date: 10/2021

Contract Amount: $47,751

Requirements of Contract: Dudek worked with Southern California Association of Governments (SCAG) to create the Other-to-Residential Toolkit that provides an actionable guide to envisioning the reuse and conversion options for underutilized.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Keyser Marston Associates, Inc.

Address: 555 W. Beech Street, Suite 460, San Diego, CA 92101

Contact Name: Paul C. Marra Phone: (619) 718-9500 Email: pmarra@keysermarston.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Economic anlysis

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (c all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☒ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Pro Forma Advisors LLC

Address: 727 2nd Street, Suite 107, Hemosa Beach, CA 90254

Contact Name: Lance Harris Phone: (610) 770-9045 Email: lance.harris@proformaadvisors.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % TBD (total contract term)

Scope of work subcontractor will perform:

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☒ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Printed on: 5/21/2024 2:09:46 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 1523440

Legal Business Name:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 1:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 2:

Address:
1299 Fourth Street Suite 408
San Rafael
CA 94901

Email Address:
kheaton@keysermarston.com

Business Web Page:
www.keysermarston.com

Business Phone Number:
415/398-3050

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/20/2024	05/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92016
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Gaurav Srivastava, AICP	Project Manager
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Anaheim

Contact Name and Phone Number: Sergio Ramirez, 714.765.4627

Contact Email: sramirez@anaheim.net

Address: 200 S. Anaheim Blvd., Anaheim, CA 92805

Contract Date: March 13, 2023

Contract Amount: $ 199,500.00

Requirements of Contract: Brookhurst Corridor Vision Plan

Company Name: City of Burbank

Contact Name and Phone Number: Daniel Villa, (818) 238-5250

Contact Email: dvilla@burbankca.gov

Address: 150 N. Third Street, Burbank, CA 91502

Contract Date: November 27, 2023

Contract Amount: $ 750,000.00

Requirements of Contract: On-call Urban Design and Planning Services

Company Name: City of Santa Clarita

Contact Name and Phone Number: Hai Nguyen, 661.255.4365

Contact Email: hnguyen@santa-clarita.com

Address: 23920 Valencia Boulevard, Santa Clarita, California 91355-2196

Contract Date: February 25, 2021

Contract Amount: $ 219,754.00

Requirements of Contract: Old Town Newhall Specific Plan Update and EIR Addendum

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Citythinkers

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 4 (total contract term)

Scope of work subcontractor will perform: Urban Design

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Spurlock

Address: 2122 Hancock Street, San Diego, CA 92110

Contact Name: Brad Lents, RLA, AICP, LEED AP Phone: 619.681.0090 Email: blents@spurlock-land.com

Contractor License No.: B1988009857 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Landscape architecture in support of Urban Design

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

NWBOC

WWW.NWBOC.ORG

RWOSB22491

CERTIFICATION NUMBER

05/13/25

EXPIRATION DATE

Certifies that:

Spurlock Landscape Architects

Leigh Kyle

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127 and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the Third Party Certifier Agreement, dated 06/30/11, and available at www.sba.gov/wosb.

PHYLLIS HILL SLATER
Board Chair, NWBOC

541320

NAICS Code(s)

05/14/22

Date

WWW.NWBOC.ORG
INFO@NWBOC.ORG | **800-794-6140** | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Spurlock Landscape Architects, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541320)

Certification Number: 11SP0208

Effective: 12/8/2023 - 12/8/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Frank, MSHP	Project Manager
Name	Title/Position
Charleston, SC	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Coronado

Contact Name and Phone Number: Tricia Olsen, 213.974.6411

Contact Email: tolsen@coronado.ca.us

Address: 1825 Strand Way, Coronado, California 92118

Contract Date: January 21, 2019

Contract Amount: $ 109,920.00

Requirements of Contract: Provided On-Call Historic Research Services for the City of Coronado

Company Name: Los Angeles County

Contact Name and Phone Number: Patricia Hachiya, 213.974.6411

Contact Email: phachiya@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, California 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Historic Context Statement for seven communities in the County of LA, as part of the Metro Area Plan.

Company Name: City of Santa Cruz

Contact Name and Phone Number: Ryan Bane, 832.420.5110

Contact Email: rbane@santacruzca.gov

Address: 809 Center Street, Santa Cruz, California 95060

Contract Date: April 22, 2016

Contract Amount: $ 82,500.00

Requirements of Contract: Provided an Environmental Impact Report and historic resources assessment for the City's Ocean Street Extension project

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Stiegler Architects PC dba IS Architecture

Address: 5645 La Jolla Boulevard, La Jolla, CA 92037

Contact Name: Ione R Stiegler, FAIA Phone: (858) 456-8555 Email: istiegler@isarchitecture.com

Contractor License No.: N/A DIR Registration No.: 1000053291

Sub-Contract Dollar Amount: % TBD (per year) % TBD (total contract term)

Scope of work subcontractor will perform: Historic Preservation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: %_____ (per year) %_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Stiegler Architects P.C. DBA IS Architecture

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541340, 541310)

Certification Number: 17SA1661

Effective: 12/20/2023 - 12/20/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 8/1/2023 12:55:30 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 2013534

Legal Business Name:
Stiegler Architects PC

Doing Business As (DBA) Name 1:
IS Architecture

Doing Business As (DBA) Name 2:

Address:
5645 La Jolla Blvd.
La Jolla
CA 92037

Email Address:
info@isarchitecture.com

Business Web Page:

Business Phone Number:
858/456-8555

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	06/19/2023	06/30/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 6, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Stiegler Architects PC DBA IS Architecture

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 16000302 ***DETERMINATION DATE: September 6, 2022***

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Greg Ripperger, PE	Project Manager
Name	Title/Position
Encinitas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Bernardino County transportation Authority

Contact Name and Phone Number: Josh Lee; 909.884.8247

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, San Bernardino, CA 92410

Contract Date: 02/2021

Contract Amount: $209,730

Requirements of Contract: Researched and compiled utility infrastructure for all utilities in areas of expected development throughout the County.

Company Name: County of Los Angeles

Contact Name and Phone Number: Patricia Hachiya; 213.974.1234

Contact Email: pHachiya@planning.lacounty.gov

Address: 500 W. Temple St., Room 358, Los Angeles, CA, 90012

Contract Date: 07/2021

Contract Amount: $1,291,358

Requirements of Contract: Developed a comprehensive planning effort for seven community planning areas

Company Name: Studio One Eleven

Contact Name and Phone Number: Alan Pullman ; 562.901.1500

Contact Email: apullman@studio-111.com

Address: 245 E 3rd St, Long Beach, CA 90802

Contract Date: 10/2021

Contract Amount: $47,751

Requirements of Contract: Worked with Southern California Association of Governments (SCAG) to create the Other-to-Residential Toolkit that provides an actionable guide to envisioning the reuse and conversion options

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: D-Max Engineering Inc.

Address: 7220 Trade Street, San Diego, CA 92121

Contact Name: John Quenzer Phone: (619) 742-1055 Email: jquenzer@dmaxinc.com

Contractor License No.: N/A DIR Registration No.: 1000029847

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Public facilities

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☐ WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____ Sub-Contract Dollar Amount: %_____ (per year) %_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

If there are any changes in your firm's status during this certification period, you are required to notify this office ***immediately***.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,



Christian Silva
Program Manager, Equal Opportunity Contracting

Enclosure(s):

1. Changes to Contractor Pre-Qualification Program and Debarment Procedures

The City of SAN DIEGO

NOTICE TO CONTRACTORS

DATE: September 1, 2016

FROM: James Nagelvoort, City Engineer

SUBJECT: Changes to Contractor Prequalification Program and Debarment Procedures

In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.

- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.

1200 Third Avenue, Suite 200, MS 56P
San Diego, CA 92101

T (619) 236-6000
F (619) 236-5904
sandiego.gov

- The MBC of firms which submit reviewed financials will be continue to be capped at $15 million. The MBC of firms which submit audited financials may exceed $15 million, but, in no case will the firm's MBC exceed its single-project bond limit.

- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.

- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
    - Reference information from the three successful projects, o A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
    - A letter from its surety stating the firm's single-project and aggregate bonding limits.

- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or $500,000, whichever is less.

- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over $500,000 by submitting the standard prequalification application.

- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.

- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at https://www.sandiego.gov/cip/bidopps/prequalification.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.

- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.

- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.

- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.

ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

D-Max Engineering, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541330, 541620)

Certification Number: 12DM0660

Effective: 4/13/2022 - 4/13/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal in Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Rieger, PE, QSD	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☑ Yes ☐ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Encinitas

Contact Name and Phone Number: Matthew Wideski, 760.633.2862

Contact Email: Mwidelski@encinitasca.gov

Address: 505 S Vulcan Ave, Encinitas, CA 92024

Contract Date: 2018

Contract Amount: $ 100,000.00

Requirements of Contract: Construction Documents

Company Name: County of Los Angeles

Contact Name and Phone Number: Rebecca Ferdman, 213.974.1172

Contact Email: RFerdman@cso.lacounty.gov

Address: Kenneth Han Hall of Administration, 500 West Temple Street, Room #383, Los Angeles, California 90012

Contract Date: 01/2022

Contract Amount: $ 945,000.00

Requirements of Contract: Urban Forest Management Plan

Company Name: City of La Mesa

Contact Name and Phone Number: Stacy Fox, 951.308.6306

Contact Email: stacy.fox@temeculaca.gov

Address: 41000 Main Street, Temecula, California 92590

Contract Date: 2020

Contract Amount: $ 318,265.00

Requirements of Contract: Urban Forest Management Plan

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: D-Max Engineering, Inc.

Address: 7220 Trade Street, San Diego, CA 92121

Contact Name: John Quenzer Phone: (619) 742-1055 Email: jquenzer@dmaxinc.com

Contractor License No.: N/A DIR Registration No.: 1000029847

Sub-Contract Dollar Amount: % TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Urban Greening

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Spurlock Landscape Architects

Address: 2122 Hancock Street, San Diego, CA 92110

Contact Name: Brad Lents, RLA, AICP, LEED AP Phone: 619.681.0090 Email: blents@spurlock-land.com

Contractor License No.: B1988009857 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 4 _____ (total contract term)

Scope of work subcontractor will perform: Urban Greening

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

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(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

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Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Provide additional information in space below. Use additional Attachment “A” pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E.K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS cont'd

F.3) Company Name: Schmidt Design Group
Address: 1310 Rosecrans Street, Suite G, San Diego, CA 92106
Contact Name, Phone Number, Email: Jeff Justus, PLA; 619.236.1462
Email address: jjustus@schmidtdesign.com
Contractor License No.: N.A
DIR Registration No.: 1000030523
Sub-Contract Dollar Amount: TBD% (per year) TBD%(total contract term)
Scope of work subcontractor will perform: Urban greening support
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified): SBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

The City of SAN DIEGO
Purchasing & Contracting Department
Equal Opportunity Contracting

April 13, 2022

Mr. Arsalan Dadkhah
D-Max Engineering, Inc.
5440 Morehouse Drive, #4500
San Diego, CA 92121

Subject: Small Local Business Enterprise (SLBE) Certification

Dear Mr. Dadkhah :

Congratulations! We have reviewed your **renewal application** and you have been approved for **re-certification** as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12DM0660 and your classification is Professional Services. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective April 13, 2022. This certification expires on April 13, 2024 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml

Construction Contractors: Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be pre-qualified in accordance with the San Diego Municipal Code §22.3004(a). Please review the Notice to Contractors regarding changes to Contractor Pre-Qualification Program, effective October 1, 2016 in Enclosure 1.

If an applicant is seeking bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

For questions regarding the Prequalification Program, please contact Public Works – Contracting at (619) 533-3450.

For questions regarding the SLBE Program, please contact Equal Opportunity Contracting at (619) 236-6000 or e-mail ContactEOC@sandiego.gov.

If there are any changes in your firm's status during this certification period, you are required to notify this office ***immediately***.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,



Christian Silva
Program Manager, Equal Opportunity Contracting

Enclosure(s):

1. Changes to Contractor Pre-Qualification Program and Debarment Procedures

The City of SAN DIEGO

NOTICE TO CONTRACTORS

DATE: September 1, 2016

FROM: James Nagelvoort, City Engineer

SUBJECT: Changes to Contractor Prequalification Program and Debarment Procedures

In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.

- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.

1200 Third Avenue, Suite 200, MS 56P
San Diego, CA 92101

T (619) 236-6000
F (619) 236-5904
sandiego.gov

- The MBC of firms which submit reviewed financials will be continue to be capped at $15 million. The MBC of firms which submit audited financials may exceed $15 million, but, in no case will the firm's MBC exceed its single-project bond limit.

- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.

- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
    - Reference information from the three successful projects, o A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
    - A letter from its surety stating the firm's single-project and aggregate bonding limits.

- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or $500,000, whichever is less.

- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over $500,000 by submitting the standard prequalification application.

- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.

- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at https://www.sandiego.gov/cip/bidopps/prequalification.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.

- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.

- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.

- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.

ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

D-Max Engineering, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541330, 541620)

Certification Number: 12DM0660

Effective: 4/13/2022 - 4/13/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

NWBOC

WWW.NWBOC.ORG

RWOSB22491

CERTIFICATION NUMBER

05/13/25

EXPIRATION DATE

Certifies that:

Spurlock Landscape Architects

Leigh Kyle

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127 and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the Third Party Certifier Agreement, dated 06/30/11, and available at www.sba.gov/wosb.

PHYLLIS HILL SLATER
Board Chair, NWBOC

541320

NAICS Code(s)

05/14/22

Date

WWW.NWBOC.ORG
INFO@NWBOC.ORG | **800-794-6140** | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Spurlock Landscape Architects, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541320)

Certification Number: 11SP0208

Effective: 12/8/2023 - 12/8/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 7/18/2024 10:08:22 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 10702

Legal Business Name:
SCHMIDT DESIGN GROUP INC

Doing Business As (DBA) Name 1:
SCHMIDT DESIGN GROUP INC

Doing Business As (DBA) Name 2:

Address:
1310 Rosecrans Street
Suite G
San Diego
CA 92106

Email Address:
info@schmidtdesign.com

Business Web Page:
http://www.schmidtdesign.com

Business Phone Number:
619/236-1462

Business Fax Number:
619/236-8792

Business Types:
Service

Certification Type	Status	From	To
SB	Approved	06/28/2024	06/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Carey Fernandes, AICP	Project Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Indio

Contact Name and Phone Number: Kevin Snyder, 760.541.4255

Contact Email: ksnyder@indio.org

Address: 100 Civic Center Mall, Indio, CA 92201

Contract Date: November 23, 2020

Contract Amount: $ 417,010.00

Requirements of Contract: Project management and comprehensive update to the City's Housing Element; evaluation of "pro-housing" policies, financial incentives and housing delivery strategies; gap financing alternatives for affordable housing; additional housing implementation services; CEQA compliance.

Company Name: City of Burbank

Contact Name and Phone Number: Marisa Garcia, 818.238.5310

Contact Email: mgarcia@burbankCA.gov

Address: 275 East Olive Avenue, Burbank, CA 91510

Contract Date: 2023

Contract Amount: $ 15,000.00

Requirements of Contract: Prepare MND and Emergency Notices of Exemption for Tree Removal Project

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, CA, 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Performed project management and completed two area plans (Metro Area Plan and South Bay Area Plan), historic context statements and EIRs under as-needed contract.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Balk Biological, Inc.

Address: 5858 Dryden Place, Suite 223, Carlsbad CA 92008

Contact Name: Michelle Balk Phone: (760) 672-4559 Email: mbalk@balkbiological.com

Contractor License No.: 12BB1206 DIR Registration No.: 1000042949

Sub-Contract Dollar Amount: % TBD (per year) % 1 (total contract term)

Scope of work subcontractor will perform: Biological resources in support of CEQA

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: The Bodhi Group, Inc.

Address: 1076 Broadway, Suite B, El Cajon, CA 92021

Contact Name: Sree Gopinath, PE Phone: 858.513.1469 Email: sree@thebodhigroup.com

Contractor License No.: B2009001164 DIR Registration No.: 1000024376

Sub-Contract Dollar Amount: % TBD (per year) % 4 (total contract term)

Scope of work subcontractor will perform: Hazards, Geotech and Geology in support of CEQA

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS cont'd

3) Company Name: Citythinkers, Inc.
Address: 3812 Park Blvd. #503, San Diego, CA 92103
Contact Name, Phone Number, Email: Diego Velasco; 619.602.1699; diego@citythinkers.com
Contractor License No.: B2019010808
DIR Registration No.: N/A
Sub-Contract Dollar Amount: TBD% (per year) TBD%(total contract term)
Scope of work subcontractor will perform: Land use and aesthetics CEQA support
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified): ELBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Printed on: 11/4/2022 10:00:06 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 2011724

Legal Business Name:
Balk Biological, Inc.

Doing Business As (DBA) Name 1:
Balk Biological, Inc.

Doing Business As (DBA) Name 2:
Balk Biological, Inc.

Address:
5858 Dryden Place, Suite 223
290
CA
Carlsbad
CA 92024

Email Address:
mbalk@balkbiological.com

Business Web Page:
balkbiological.com

Business Phone Number:
760/212-3048

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	11/04/2022	11/30/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Balk Biological, Inc.

Small Local Business Enterprise (SLBE)

General Services

(NAICS: 541620)

Certification Number: 12BB1206

Effective: 2/9/2024 - 2/9/2026

Christian Silva
Program Manager
Equal Opportunity Contracting

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **June 29, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Balk Biological, Inc.

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 10DS0031 ***DETERMINATION DATE: June 29, 2022***

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Bodhi Group Inc, The,** DBA **The Bodhi Group**
OWNER	**Mr. Sree Gopinath**
ADDRESS	**1076 Broadway Suite B** **EL CAJON, CA 92021-4803 [map]**
PHONE	**858-513-1469 Ext. 101**
FAX	**858-513-1609**
EMAIL	**sree@thebodhigroup.com**
WEBSITE	**http://www.thebodhigroup.com**
ETHNICITY	**Subcontinent Asian American**
GENDER	**Male**
COUNTY	**San Diego (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Environmental Consulting Services**

Commodity Codes

Code	Description
NAICS 541620	Environmental consulting services
CA WCC C8710	ENGINEERING
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8722	ENVIRONMENTAL ENGINEER
NAICS 541330	Engineering services

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles, Riverside, San Diego**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**37626**

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

The Bodhi Group, Inc.

Small Local Business Enterprise (SLBE)

General Services

(NAICS: 562910, 541330, 541620)

Certification Number: 11TB0308

Effective: 12/11/2023 - 12/11/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Kelly Bray	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego County Water Authority

Contact Name and Phone Number: Sean Paver; 858.522.6753

Contact Email: spaver@sdcwa.org

Address: 4677 Overland Avenue, San Diego, CA 92123

Contract Date: 05/2024

Contract Amount: $109,846

Requirements of Contract: Dudek prepared an updated Climate Action Plan

Company Name: City of Lincoln City

Contact Name and Phone Number: Michael Phillips: 541.996.1202

Contact Email: mphillips@lincolncity.org

Address: PO Box 50, Lincoln City, OR 97367

Contract Date: 03/2024

Contract Amount: $40,000

Requirements of Contract: Dudek is creating a climate action plan

Company Name: City of Rialto

Contact Name and Phone Number: Dayan Malfavon; 909.820.25

Contact Email: dmalfavon@rialtoca.gov

Address: 150 S Palm Avenue, Rialto, CA 92376

Contract Date: 05/2019

Contract Amount: $255,877

Requirements of Contract: Dudek developed a Climate Adaptation Plan

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Evolution Affairs, LLC

Address: 4710 60th Street, San Diego, CA 92115

Contact Name: Rita de la Fuente Phone: (858 344-5092 Email: rita@evolutionaffairs.com

Contractor License No.: B2024000586 DIR Registration No.: N/A

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Climate resiliency support

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☒Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____ Sub-Contract Dollar Amount: %_____ (per year) %_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

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A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

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Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

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☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☐ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

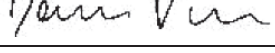
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DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
11/19/13	Encinitas	Sexual Discrimination	Y	Settled	Settlement payment and training
3/2/18	Auburn	Sex discrimination, wrongful demotion, denial of promotion, retaliation, constructive discharge and breach of an implied employment contract and age discrimination.	Y	Settled	Settlement payment and training
8/7/20	Encinitas	Race discrimination, sex/gender discrimination and retaliation	Y	Pending	Investigation, training and remedial action. 3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

Contractor Name: Dudek

Certified By Danielle Voss Title Vice President, Human Resources

Name



Date 8/20/2024

Signature

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

A. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Dudek

ADA/DBA:

Address (Corporate Headquarters, where applicable): 605 Third Street

City: Encinitas County: San Diego State: California Zip: 92024

Telephone Number: 760.942.5147 Fax Number: 760.632.0164

Name of Company CEO: Joseph Monaco

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: 2280 Historic Decatur Road, Suite 200; 1645 South Rancho Santa Fe Road, Suite 201

City: San Diego; San Marcos County: San Diego State: CA Zip: 92106; 92078

Telephone Number: 619.591.1370 Fax Number: 619.591.1399 Email: jmonaco@dudek.com

Type of Business: Environmental and Engineering Consultant Type of License: Business

The Company has appointed: Danielle Voss

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 605 Third Street, Encinitas, California 92024

Telephone Number: 760.479.4828 Fax Number: 760.632.0164 Email: dvoss@dudek.com

☒ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Dudek
(Firm Name)

San Diego *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 19 day of August, 2024

Dawn Vus
(Authorized Signature)

Danielle Voss
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Dudek DATE: 8/20/2024

OFFICE(S) or BRANCH(ES): Encinitas, San Diego, and San Marcos COUNTY: San Diego

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	5	2						15	9		
Professional			15	14	8	7	1	2		1	75	86	2	5
A&E, Science, Computer			4		5	2					29	16		1
Technical			4	1				1			16	3	1	
Sales														
Administrative Support		1	1	4	1	3				2	3	15		1
Services														
Crafts														
Operative Workers	2		1		1						4			
Transportation														
Laborers*							2	1						

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	1	26	24	17	12	3	4		3	142	129	3	7

Grand Total All Employees	373

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled				1							3	4		

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Dudek DATE: 8/20/2024

OFFICE(S) or BRANCH(ES): Encinitas, San Diego, and San Marcos COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

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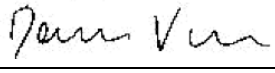
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Contractor Name: Dudek

Certified By Danielle Voss Title Vice President, Human Resources

Name



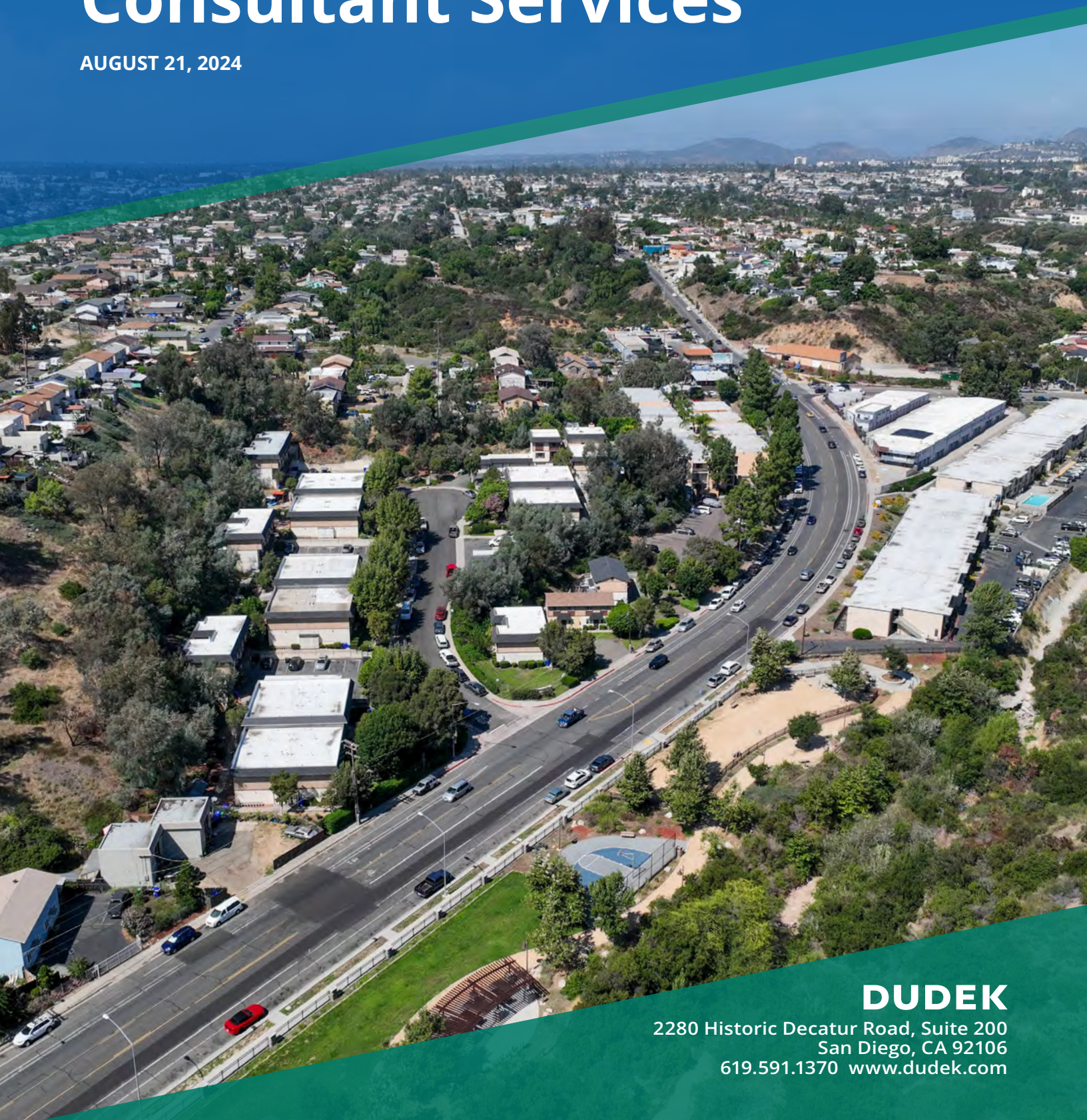
Date 08/20//2024

Signature

REQUEST FOR PROPOSAL FOR **THE CITY OF SAN DIEGO**

As-Needed Planning Multi-Disciplinary Consultant Services

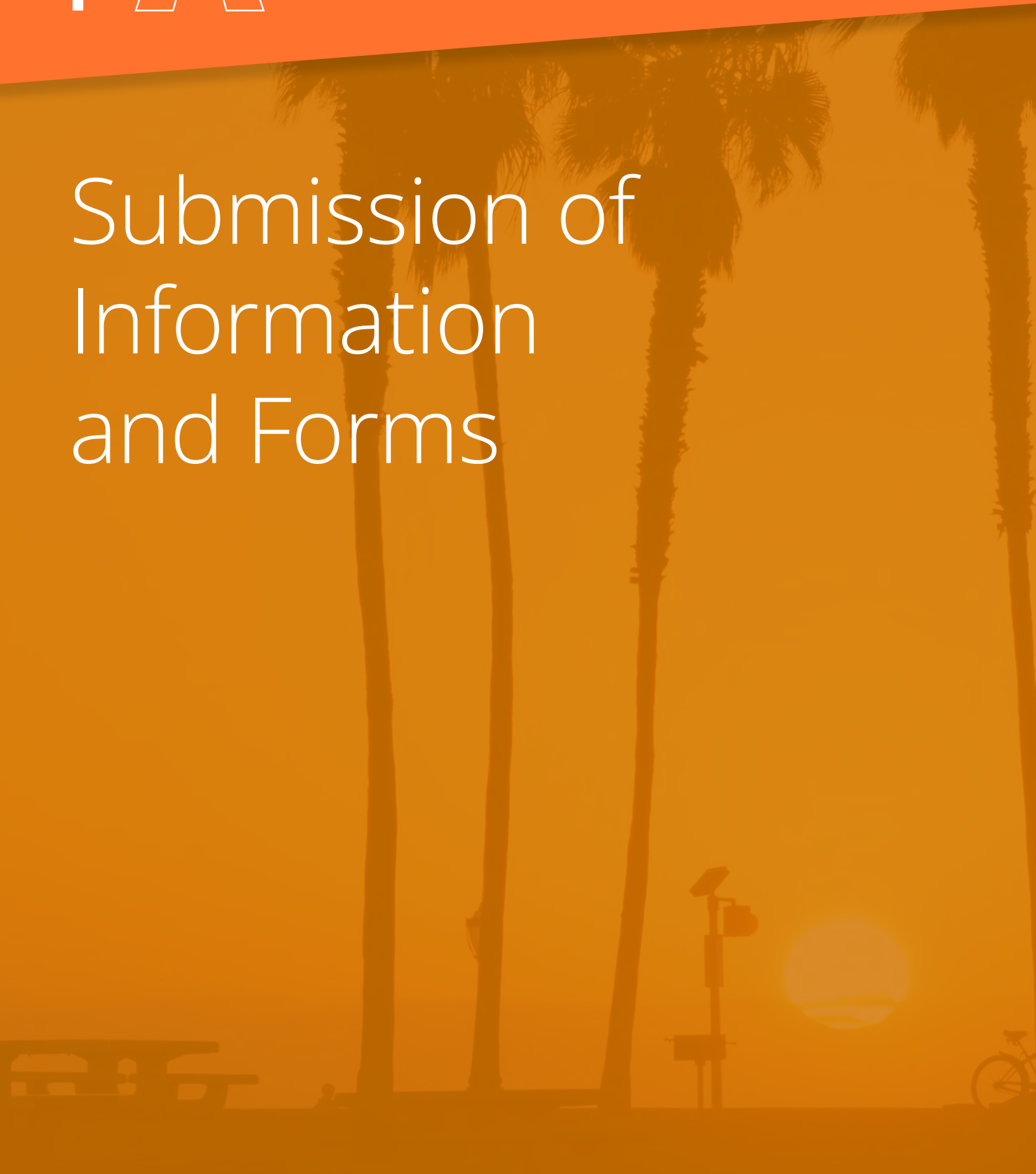
AUGUST 21, 2024



DUDEK
2280 Historic Decatur Road, Suite 200
San Diego, CA 92106
619.591.1370 www.dudek.com

TAB A

Submission of Information and Forms



EXCEPTIONS

Dudek does not take any exceptions.

Contractors Standards Pledge of Compliance

The Contractors Standards Pledge of Compliance Form has been uploaded separately as per the instructions.

Equal Opportunity Contracting

The Equal Opportunity Contracting (EOC) Form has been uploaded separately as per the instructions.

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Laurie Grover	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Elizabeth Dickson, AICP	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Gaurav Srivastava, AICP	Project Manager
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Frank, MSHP	Project Manager
Name	Title/Position
Charleston, SC	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Rieger, PE, QSD	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Carey Fernandes, AICP	Project Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Kelly Bray	Project Manager
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

   If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

   If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

   If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers:
President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Indio

Contact Name and Phone Number: Kevin Snyder, 760.541.4255

Contact Email: ksnyder@indio.org

Address: 100 Civic Center Mall, Indio, CA 92201

Contract Date: November 23, 2020

Contract Amount: $ 417,010.00

Requirements of Contract: Project management; Housing Element Update; evaluation of "pro-housing" policies, financial incentives and housing strategies; gap financing alternatives for affordable housing; housing implementation services; CEQA compliance.

Company Name: San Bernardino County Transportation Authority

Contact Name and Phone Number: Josh Lee, 909.884.8276

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, 2nd Floor, San Bernardino, CA 92410

Contract Date: July 17, 2019

Contract Amount: $ 7,359,754.00

Requirements of Contract: Project management and various technical services under as-needed contract including: housing initiatives; housing element update support; sustainability and climate resilience support; housing trust; infrastructure toolkit; grant writing.

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, CA, 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Performed project management and completed two Area Plans (Metro Area Plan and South Bay Area Plan), historic context statements and EIRs under as-needed contract.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % TBD (total contract term)

Scope of work subcontractor will perform: Project Administration

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: % _____ (per year) % _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Laurie Grover	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, CA 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Comprehensive public engagement in support of two Area Plans (Metro Area Plan and South Bay Area Plan)

Company Name: City of Rialto

Contact Name and Phone Number: Paul Gonzales, 909.421.7240

Contact Email: pgonzales@rialtoca.gov

Address: 150 S. Palm Avenue, Rialto, CA 92376

Contract Date: March 7, 2023

Contract Amount: $ 435,122.00

Requirements of Contract: Dudek prepared the City's general plan update and all associated public engagement.

Company Name: San Bernardino County Transportation Authority

Contact Name and Phone Number: Josh Lee, 909.884.8276

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, 2nd Floor San Bernardino, CA 92410

Contract Date: July 16, 2019

Contract Amount: $ 7,359,754.00

Requirements of Contract: Performed extensive engagement and outreach for various housing initiatives and climate resilience tasks.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

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Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 4 (total contract term)

Scope of work subcontractor will perform: Community Outreach and Engagement

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Imagine Creative Services, LLC

Address: 219 1/2 22nd Street, San Diego, CA 92102

Contact Name: Peter Schrock Phone: 619.813.5551 Email: peter@imaginebravespaces.com

Contractor License No.: B2021010057 DIR Registration No.: N/A

Dollar Amount: % 3 Sub-Contract Dollar Amount: TBD (per year) 2 (total contract term)

Scope of work subcontractor will perform: Community Outreach, Engagement, Translation and Interpretation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Imagine Creative Services, LLC dba Imagine Creative Services

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541613, 611710, 711510)

Certification Number: 17IC1831

Effective: 8/15/2022 - 8/15/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Elizabeth Dickson, AICP	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Bernardino County Transportation Authority (SBCTA)

Contact Name and Phone Number: Josh Lee, 909.884.8276

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, 2nd Floor San Bernardino, CA 92410

Contract Date: July 16, 2019

Contract Amount: $ 7,359,754.00

Requirements of Contract: Dudek provided a range of services under this on-call contract related to habitat conservation; housing policy, financing, and program development; infrastructure strategies; and climate resilience and adaptation planning all under SBCTA's greater equity framework.

Company Name: City of El Cajon

Contact Name and Phone Number: Michael Viglione, 619.441.1773

Contact Email: mviglione@elcajon.gov

Address: 200 Civic Center Way, El Cajon, CA 92020

Contract Date: November 5, 2021

Contract Amount: $ 199,757.00

Requirements of Contract: Dudek provided support for the early Housing Element implementation through the development of objective design standards, updated the City's accessory dwelling unit regulations, and developed a variety of informational housing initiative resources to support staff.

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 20 W Temple St, Los Angeles, CA, 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Prepared two community-wide Area Plans (Metro Area Plan and South Bay Area Plan), as well as associated historic context statements and EIRs under as-needed contract.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Chen Ryan Associates, Inc. (Dba "CR Associates")

Address: 3900 Fifth Avenue, Suite 310, San Diego, CA 92103

Contact Name: Monique Chen, PE Phone: (619) 318-4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contract Dollar Amount: $ TBD __ (per year) % TBD (total contract term)

Scope of work subcontractor will perform: Mobility planning in support of Land Use

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☐ELBE ☑MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Citythinkers, Inc.

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: 619.602.1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: $ TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Land Use

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

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Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

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F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

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K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS cont'd

3) Company Name: Intersecting Metrics
Address: 7322 Orien Avenue, La Mesa, CA 91941
Contact Name, Phone Number, Email: Stephen Cook; 619.994.5814;
Contractor License No.: B2021008344
DIR Registration No.: 1001119402
Sub-Contract Dollar Amount: TBD (per year) 1% (total contract term)
Scope of work subcontractor will perform: Mobility planning in support of Land Use
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified): ELBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Chen Ryan Associates, Inc.,** DBA **CR Associates**
OWNER	**Ms. Monique Chen**
ADDRESS	**3900 Fifth Ave, Suite 310** **San Diego, CA 92103** [map]
PHONE	**619-795-6086**
FAX	**619-795-6086**
EMAIL	Vpena@cramobility.com
WEBSITE	http://cramobility.com
ETHNICITY	**Asian-Pacific American**
GENDER	**Female**
COUNTY	**San Diego (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**TRAFFIC ENGINEER; CONSULTANT, ENVIRONMENTAL; CONSULTANT, ENGINEERING; DRAFTING; Engineering services; Drafting Services; Environmental consulting services; Other Scientific and Technical Consulting Services**

Commodity Codes

Code	Description
CA WCC C8703	TRAFFIC ENGINEER
CA WCC C8713	CONSULTANT, ENVIRONMENTAL
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8765	DRAFTING
NAICS 541330	Engineering services
NAICS 541340	Drafting Services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles, San Diego**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**40083**

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

Printed on: 2/8/2023 3:57:29 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 1796780

Legal Business Name:
CHEN RYAN ASSOCIATES, INC.

Doing Business As (DBA) Name 1:
CR Associates

Doing Business As (DBA) Name 2:

Address:
3900 Fifth Avenue
Suite 310
San Diego
CA 92103

Email Address:
vpena@cramobility.com

Business Web Page:
www.cramobility.com

Business Phone Number:
619/795-6086

Business Fax Number:
619/795-6086

Business Types:
Service

Certification Type	Status	From	To
SB	Approved	05/27/2022	05/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

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VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Intersecting Metrics

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541330)

Certification Number: 17IM1800

Effective: 12/13/2023 - 12/13/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Dennis Pascua	Project Manager
Name	Title/Position
Encinitas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No Interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Burbank

Contact Name and Phone Number: Scott Plambaeck, 818.238.5250

Contact Email: splambaeck@burbankca.gov

Address: 1811 N Ontario St, Burbank, CA 91505

Contract Date: 11/2018

Contract Amount: $527,848

Requirements of Contract: Prepared the Brookhurst Corridor Study

Company Name: Southern California Association of Governments

Contact Name and Phone Number: Mark Tomich; 909.370.5185

Contact Email: mtomich@coltonca.gov

Address: 900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017

Contract Date: 09/2018

Contract Amount: $90,999

Requirements of Contract: Provided urban design, land use planning, market analysis, and community outreach services

Company Name: County of Los Angeles

Contact Name and Phone Number: Patricia Hachiya; 213.974.1234

Contact Email: phachiya@planning.lacounty.gov

Address: 500 W. Temple St., Room 358, Los Angeles, CA, 90012

Contract Date: 07/2021

Contract Amount: $1,291,358

Requirements of Contract: The Los Angeles County Metro Area Plan (LAMAP) is a comprehensive planning effort for seven community planning areas within the urbanized core of the County of Los Angeles.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Chen Ryan Associates

Address: 3900 Fifth Avenue, Suite 310, San Diego, CA 92103

Contact Name: Monique Chen, PE Phone: (619) 318-4664 Email: mchen@cramobility.com

Contractor License No.: N/A DIR Registration No.: 1000020628

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Mobility planning

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (c all that apply): ☒ DBE ☐ DVBE ☐ ELBE ☒ MBE ☒ SLBE ☒ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Intersecting Metrics

Address: 7322 Orien Avenue, La Mesa, CA 91941

Contact Name: Stephen Cook Phone: (619) 994-5814 Email: Steve@intersectingmetrics.com

Contractor License No.: B2021008344 DIR Registration No.: 1001119402

Sub-Contract Dollar Amount: % TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Mobility Planning

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☒ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Chen Ryan Associates, Inc.,** DBA **CR Associates**
OWNER	**Ms. Monique Chen**
ADDRESS	**3900 Fifth Ave, Suite 310** **San Diego, CA 92103** [map]
PHONE	**619-795-6086**
FAX	**619-795-6086**
EMAIL	Vpena@cramobility.com
WEBSITE	http://cramobility.com
ETHNICITY	**Asian-Pacific American**
GENDER	**Female**
COUNTY	**San Diego (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**TRAFFIC ENGINEER; CONSULTANT, ENVIRONMENTAL; CONSULTANT, ENGINEERING; DRAFTING; Engineering services; Drafting Services; Environmental consulting services; Other Scientific and Technical Consulting Services**

Commodity Codes

Code	Description
CA WCC C8703	TRAFFIC ENGINEER
CA WCC C8713	CONSULTANT, ENVIRONMENTAL
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8765	DRAFTING
NAICS 541330	Engineering services
NAICS 541340	Drafting Services
NAICS 541620	Environmental consulting services
NAICS 541690	Other Scientific and Technical Consulting Services

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles, San Diego**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**40083**

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

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VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

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To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 1796780

Legal Business Name:
CHEN RYAN ASSOCIATES, INC.

Doing Business As (DBA) Name 1:
CR Associates

Doing Business As (DBA) Name 2:

Address:
3900 Fifth Avenue
Suite 310
San Diego
CA 92103

Email Address:
vpena@cramobility.com

Business Web Page:
www.cramobility.com

Business Phone Number:
619/795-6086

Business Fax Number:
619/795-6086

Business Types:
Service

Certification Type	Status	From	To
SB	Approved	05/27/2022	05/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 18, 2026**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Chen Ryan Associates, Inc. DBA CR Associates

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 14060117 ***DETERMINATION DATE: September 18, 2023***

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Intersecting Metrics

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541330)

Certification Number: 17IM1800

Effective: 12/13/2023 - 12/13/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
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** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Michael Tactay	Project Manager
Name	Title/Position
San Diego, CA	Keyser Marston Associates
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: County of Los Angeles

Contact Name and Phone Number: Patricia Hachiya; 213.974.1234

Contact Email: phachiya@planning.lacounty.gov

Address: 500 W. Temple St., Room 358, Los Angeles, CA, 90012

Contract Date: 07/2021

Contract Amount: $1,291,358

Requirements of Contract: The Los Angeles County Metro Area Plan (LAMAP) is a comprehensive planning effort for seven community planning areas within the urbanized core of the County of Los Angeles.

Company Name: City of Newport Beach

Contact Name and Phone Number: Ben Zbeda; 946.644.3309

Contact Email: bzbeda@newportbeach.ca

Address: 100 Civic Center Dr, Newport Beach, CA 92660

Contract Date: 06/2023

Contract Amount: $932,075

Requirements of Contract: Providing a comprehensive update to the City's General Plan

Company Name: Studio One Eleven

Contact Name and Phone Number: _Alan Pullman; 562.901.1500

Contact Email: apullman@studio-111.com

Address: 245 E 3rd St, Long Beach, CA 90802

Contract Date: 10/2021

Contract Amount: $47,751

Requirements of Contract: Dudek worked with Southern California Association of Governments (SCAG) to create the Other-to-Residential Toolkit that provides an actionable guide to envisioning the reuse and conversion options for underutilized.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Keyser Marston Associates, Inc.

Address: 555 W. Beech Street, Suite 460, San Diego, CA 92101

Contact Name: Paul C. Marra Phone: (619) 718-9500 Email: pmarra@keysermarston.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Economic anlysis

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (c all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☒ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Pro Forma Advisors LLC

Address: 727 2nd Street, Suite 107, Hemosa Beach, CA 90254

Contact Name: Lance Harris Phone: (610) 770-9045 Email: lance.harris@proformaadvisors.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % TBD (total contract term)

Scope of work subcontractor will perform:

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☒ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Printed on: 5/21/2024 2:09:46 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 1523440

Legal Business Name:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 1:
KEYSER MARSTON ASSOCIATES INC.

Doing Business As (DBA) Name 2:

Address:
1299 Fourth Street Suite 408
San Rafael
CA 94901

Email Address:
kheaton@keysermarston.com

Business Web Page:
www.keysermarston.com

Business Phone Number:
415/398-3050

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/20/2024	05/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

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By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

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A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92016
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
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- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
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** Directly or indirectly involved means pursuing the transaction by:

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- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Gaurav Srivastava, AICP	Project Manager
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Anaheim

Contact Name and Phone Number: Sergio Ramirez, 714.765.4627

Contact Email: sramirez@anaheim.net

Address: 200 S. Anaheim Blvd., Anaheim, CA 92805

Contract Date: March 13, 2023

Contract Amount: $ 199,500.00

Requirements of Contract: Brookhurst Corridor Vision Plan

Company Name: City of Burbank

Contact Name and Phone Number: Daniel Villa, (818) 238-5250

Contact Email: dvilla@burbankca.gov

Address: 150 N. Third Street, Burbank, CA 91502

Contract Date: November 27, 2023

Contract Amount: $ 750,000.00

Requirements of Contract: On-call Urban Design and Planning Services

Company Name: City of Santa Clarita

Contact Name and Phone Number: Hai Nguyen, 661.255.4365

Contact Email: hnguyen@santa-clarita.com

Address: 23920 Valencia Boulevard, Santa Clarita, California 91355-2196

Contract Date: February 25, 2021

Contract Amount: $ 219,754.00

Requirements of Contract: Old Town Newhall Specific Plan Update and EIR Addendum

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Citythinkers

Address: 3812 Park Blvd. #503, San Diego, CA 92103

Contact Name: Diego Velasco Phone: (619) 602-1699 Email: diego@citythinkers.com

Contractor License No.: B2019010808 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 4 (total contract term)

Scope of work subcontractor will perform: Urban Design

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☑ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Spurlock

Address: 2122 Hancock Street, San Diego, CA 92110

Contact Name: Brad Lents, RLA, AICP, LEED AP Phone: 619.681.0090 Email: blents@spurlock-land.com

Contractor License No.: B1988009857 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Landscape architecture in support of Urban Design

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

NWBOC

WWW.NWBOC.ORG

RWOSB22491

CERTIFICATION NUMBER

05/13/25

EXPIRATION DATE

Certifies that:

Spurlock Landscape Architects

Leigh Kyle

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127 and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the Third Party Certifier Agreement, dated 06/30/11, and available at www.sba.gov/wosb.

PHYLLIS HILL SLATER
Board Chair, NWBOC

541320

NAICS Code(s)

05/14/22

Date

WWW.NWBOC.ORG
INFO@NWBOC.ORG | **800-794-6140** | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Spurlock Landscape Architects, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541320)

Certification Number: 11SP0208

Effective: 12/8/2023 - 12/8/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Frank, MSHP	Project Manager
Name	Title/Position
Charleston, SC	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Coronado

Contact Name and Phone Number: Tricia Olsen, 213.974.6411

Contact Email: tolsen@coronado.ca.us

Address: 1825 Strand Way, Coronado, California 92118

Contract Date: January 21, 2019

Contract Amount: $ 109,920.00

Requirements of Contract: Provided On-Call Historic Research Services for the City of Coronado

Company Name: Los Angeles County

Contact Name and Phone Number: Patricia Hachiya, 213.974.6411

Contact Email: phachiya@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, California 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Historic Context Statement for seven communities in the County of LA, as part of the Metro Area Plan.

Company Name: City of Santa Cruz

Contact Name and Phone Number: Ryan Bane, 832.420.5110

Contact Email: rbane@santacruzca.gov

Address: 809 Center Street, Santa Cruz, California 95060

Contract Date: April 22, 2016

Contract Amount: $ 82,500.00

Requirements of Contract: Provided an Environmental Impact Report and historic resources assessment for the City's Ocean Street Extension project

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Stiegler Architects PC dba IS Architecture

Address: 5645 La Jolla Boulevard, La Jolla, CA 92037

Contact Name: Ione R Stiegler, FAIA Phone: (858) 456-8555 Email: istiegler@isarchitecture.com

Contractor License No.: N/A DIR Registration No.: 1000053291

Sub-Contract Dollar Amount: % TBD (per year) % TBD (total contract term)

Scope of work subcontractor will perform: Historic Preservation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: %_____ (per year) %_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Stiegler Architects P.C. DBA IS Architecture

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541340, 541310)

Certification Number: 17SA1661

Effective: 12/20/2023 - 12/20/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 8/1/2023 12:55:30 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 2013534

Legal Business Name:
Stiegler Architects PC

Doing Business As (DBA) Name 1:
IS Architecture

Doing Business As (DBA) Name 2:

Address:
5645 La Jolla Blvd.
La Jolla
CA 92037

Email Address:
info@isarchitecture.com

Business Web Page:

Business Phone Number:
858/456-8555

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	06/19/2023	06/30/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **September 6, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Stiegler Architects PC DBA IS Architecture

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 16000302 ***DETERMINATION DATE: September 6, 2022***

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Greg Ripperger, PE	Project Manager
Name	Title/Position
Encinitas, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Bernardino County transportation Authority

Contact Name and Phone Number: Josh Lee; 909.884.8247

Contact Email: jlee@gosbcta.com

Address: 1170 W 3rd St, San Bernardino, CA 92410

Contract Date: 02/2021

Contract Amount: $209,730

Requirements of Contract: Researched and compiled utility infrastructure for all utilities in areas of expected development throughout the County.

Company Name: County of Los Angeles

Contact Name and Phone Number: Patricia Hachiya; 213.974.1234

Contact Email: pHachiya@planning.lacounty.gov

Address: 500 W. Temple St., Room 358, Los Angeles, CA, 90012

Contract Date: 07/2021

Contract Amount: $1,291,358

Requirements of Contract: Developed a comprehensive planning effort for seven community planning areas

Company Name: Studio One Eleven

Contact Name and Phone Number: Alan Pullman ; 562.901.1500

Contact Email: apullman@studio-111.com

Address: 245 E 3rd St, Long Beach, CA 90802

Contract Date: 10/2021

Contract Amount: $47,751

Requirements of Contract: Worked with Southern California Association of Governments (SCAG) to create the Other-to-Residential Toolkit that provides an actionable guide to envisioning the reuse and conversion options

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: D-Max Engineering Inc.

Address: 7220 Trade Street, San Diego, CA 92121

Contact Name: John Quenzer Phone: (619) 742-1055 Email: jquenzer@dmaxinc.com

Contractor License No.: N/A DIR Registration No.: 1000029847

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Public facilities

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☒SLBE ☐ WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____ Sub-Contract Dollar Amount: %_____ (per year) %_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

If there are any changes in your firm's status during this certification period, you are required to notify this office ***immediately***.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,



Christian Silva
Program Manager, Equal Opportunity Contracting

Enclosure(s):

1. Changes to Contractor Pre-Qualification Program and Debarment Procedures

The City of SAN DIEGO

NOTICE TO CONTRACTORS

DATE: September 1, 2016

FROM: James Nagelvoort, City Engineer

SUBJECT: Changes to Contractor Prequalification Program and Debarment Procedures

In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.

- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.

1200 Third Avenue, Suite 200, MS 56P
San Diego, CA 92101

T (619) 236-6000
F (619) 236-5904
sandiego.gov

- The MBC of firms which submit reviewed financials will be continue to be capped at $15 million. The MBC of firms which submit audited financials may exceed $15 million, but, in no case will the firm's MBC exceed its single-project bond limit.

- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.

- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
    - Reference information from the three successful projects, o A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
    - A letter from its surety stating the firm's single-project and aggregate bonding limits.

- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or $500,000, whichever is less.

- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over $500,000 by submitting the standard prequalification application.

- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.

- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at https://www.sandiego.gov/cip/bidopps/prequalification.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.

- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.

- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.

- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.

ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

D-Max Engineering, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541330, 541620)

Certification Number: 12DM0660

Effective: 4/13/2022 - 4/13/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal in Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Rieger, PE, QSD	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☑ Yes ☐ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Encinitas

Contact Name and Phone Number: Matthew Wideski, 760.633.2862

Contact Email: Mwidelski@encinitasca.gov

Address: 505 S Vulcan Ave, Encinitas, CA 92024

Contract Date: 2018

Contract Amount: $ 100,000.00

Requirements of Contract: Construction Documents

Company Name: County of Los Angeles

Contact Name and Phone Number: Rebecca Ferdman, 213.974.1172

Contact Email: RFerdman@cso.lacounty.gov

Address: Kenneth Han Hall of Administration, 500 West Temple Street, Room #383, Los Angeles, California 90012

Contract Date: 01/2022

Contract Amount: $ 945,000.00

Requirements of Contract: Urban Forest Management Plan

Company Name: City of La Mesa

Contact Name and Phone Number: Stacy Fox, 951.308.6306

Contact Email: stacy.fox@temeculaca.gov

Address: 41000 Main Street, Temecula, California 92590

Contract Date: 2020

Contract Amount: $ 318,265.00

Requirements of Contract: Urban Forest Management Plan

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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Company Name: D-Max Engineering, Inc.

Address: 7220 Trade Street, San Diego, CA 92121

Contact Name: John Quenzer Phone: (619) 742-1055 Email: jquenzer@dmaxinc.com

Contractor License No.: N/A DIR Registration No.: 1000029847

Sub-Contract Dollar Amount: % TBD (per year) % 2 (total contract term)

Scope of work subcontractor will perform: Urban Greening

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Spurlock Landscape Architects

Address: 2122 Hancock Street, San Diego, CA 92110

Contact Name: Brad Lents, RLA, AICP, LEED AP Phone: 619.681.0090 Email: blents@spurlock-land.com

Contractor License No.: B1988009857 DIR Registration No.: N/A

Sub-Contract Dollar Amount: % TBD (per year) % 4 _____ (total contract term)

Scope of work subcontractor will perform: Urban Greening

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Provide additional information in space below. Use additional Attachment “A” pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E.K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS cont'd

F.3) Company Name: Schmidt Design Group
Address: 1310 Rosecrans Street, Suite G, San Diego, CA 92106
Contact Name, Phone Number, Email: Jeff Justus, PLA; 619.236.1462
Email address: jjustus@schmidtdesign.com
Contractor License No.: N.A
DIR Registration No.: 1000030523
Sub-Contract Dollar Amount: TBD% (per year) TBD%(total contract term)
Scope of work subcontractor will perform: Urban greening support
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified): SBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

The City of SAN DIEGO
Purchasing & Contracting Department
Equal Opportunity Contracting

April 13, 2022

Mr. Arsalan Dadkhah
D-Max Engineering, Inc.
5440 Morehouse Drive, #4500
San Diego, CA 92121

Subject: Small Local Business Enterprise (SLBE) Certification

Dear Mr. Dadkhah :

Congratulations! We have reviewed your **renewal application** and you have been approved for **re-certification** as a City of San Diego Small Local Business Enterprise (SLBE). Your certification number is 12DM0660 and your classification is Professional Services. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective April 13, 2022. This certification expires on April 13, 2024 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml

Construction Contractors: Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be pre-qualified in accordance with the San Diego Municipal Code §22.3004(a). Please review the Notice to Contractors regarding changes to Contractor Pre-Qualification Program, effective October 1, 2016 in Enclosure 1.

If an applicant is seeking bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

For questions regarding the Prequalification Program, please contact Public Works – Contracting at (619) 533-3450.

For questions regarding the SLBE Program, please contact Equal Opportunity Contracting at (619) 236-6000 or e-mail ContactEOC@sandiego.gov.

If there are any changes in your firm's status during this certification period, you are required to notify this office ***immediately***.

Equal Opportunity Contracting reserves the right to withdraw this certification at any time and request additional information and/or conduct on-site visits for purposes of verification.

Thank you,



Christian Silva
Program Manager, Equal Opportunity Contracting

Enclosure(s):

1. Changes to Contractor Pre-Qualification Program and Debarment Procedures

The City of SAN DIEGO

NOTICE TO CONTRACTORS

DATE: September 1, 2016

FROM: James Nagelvoort, City Engineer

SUBJECT: Changes to Contractor Prequalification Program and Debarment Procedures

In order to ensure that potential bidders on City public works contracts possess the capability to perform the contract requirements and the business integrity to justify the award of public funds, in 2003 the City implemented the contractor prequalification program. Periodically, we review the program to verify that it is accomplishing its intended purpose.

Beginning in late 2015, City staff began the latest review by consulting with industry, small business and community groups, conducting workshops and analyzing data from previously completed contracts. Based on the results of our review, **effective October 1, 2016**, the following changes to the contractor prequalification program will be in effect:

- Except as described below for ELBE/SLBE firms, compiled financial statements will not be accepted for the purpose of prequalification. Acceptable financial statements must be either reviewed or audited by an independent accountant and demonstrate both positive working capital and positive net worth.

- Applicants' maximum bidding capacity (MBC) will be calculated according to a formula factoring the firm's financial strength, work experience and bonding capacity.

1200 Third Avenue, Suite 200, MS 56P
San Diego, CA 92101

T (619) 236-6000
F (619) 236-5904
sandiego.gov

- The MBC of firms which submit reviewed financials will be continue to be capped at $15 million. The MBC of firms which submit audited financials may exceed $15 million, but, in no case will the firm's MBC exceed its single-project bond limit.

- Projects submitted as references must have been completed as a prime contractor within the previous five years.

At the same time, the following changes will apply to certified ELBE/SLBE firms which wish to become prequalified to bid as a prime contractor on City public works projects:

- Prior to applying to become prequalified to bid as a prime contractor, ELBE/SLBE firms must have successfully completed either three City of San Diego CIP projects acting as a subcontractor or three projects as either a prime contractor or subcontractor for other public agencies in the previous three years. Successful performance will be verified.

- Upon satisfactory completion of the three projects, the ELBE/SLBE firm may apply for prequalification to bid as a prime contractor by submitting:
    - Reference information from the three successful projects, o A compiled, reviewed or audited financial statement prepared by an independent accountant which demonstrates both positive working capital and positive net worth,
    - A letter from its surety stating the firm's single-project and aggregate bonding limits.

- Upon approval, an ELBE/SLBE may be prequalified with a maximum bidding capacity capped by its single-project bond limit or $500,000, whichever is less.

- SLBE-certified firms may become prequalified to bid as a prime on projects valued at over $500,000 by submitting the standard prequalification application.

- CURRENTLY PREQUALIFIED ELBE/SLBE FIRMS WILL BE GRANDFATHERED INTO THE REVISED PROGRAM UNTIL THE NEXT RENEWAL DATE SO LONG AS THEIR WORK ON CITY PROJECTS REMAINS SATISFACTORY OR BETTER. AT THE TIME OF RENEWAL, THEY MUST BE ABLE TO MEET THE REVISED REQUIREMENTS.

- Workshops will be provided for ELBE/SLBE contractors utilizing experienced City staff to provide training on administration of public works projects. Attendance is mandatory for any firm which has not previously completed a public works project as a prime contractor.

For additional information about the contractor prequalification program, please visit the City's web site at https://www.sandiego.gov/cip/bidopps/prequalification.

Concurrent with the changes to the contractor prequalification program, the following changes to the City's debarment process will take effect:

Three levels of debarment/ loss of pre-qualification for Unsatisfactory **Final** Evaluations by the Construction Management & Field Services (CM&FS) Division of Public Works in the specified periods will result in the following actions:

- Level #1: 2 final unsatisfactory evaluations in any 2 contiguous years, will result in debarring a contractor from bidding City projects for 2 years.

- Level #2: 3 final unsatisfactory evaluations in any 3 contiguous years, will result in debarring a contractor from bidding City projects for 3 years.

- Level #3: 4 or more final unsatisfactory evaluations in any 4 contiguous years, the Public Works Department Director will pursue permanent debarment, appealable as described in the San Diego Municipal Code.

- All final unsatisfactory evaluations are appealable to the Deputy Director of CM&FS.

ANY major or egregious agreement breach (i.e. Safety accidents, EOCP violations, falsification of documents, etc.), corrupt practices or other action which demonstrates a lack of business integrity may result in the Public Works Department Director pursuing permanent debarment, appealable as set forth in §22.0801, et seq. of the San Diego Municipal Code.

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

D-Max Engineering, Inc.

Small Local Business Enterprise (SLBE)

Professional Services

(NAICS: 541330, 541620)

Certification Number: 12DM0660

Effective: 4/13/2022 - 4/13/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

Printed on: 7/18/2024 10:08:22 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 10702

Legal Business Name:
SCHMIDT DESIGN GROUP INC

Doing Business As (DBA) Name 1:
SCHMIDT DESIGN GROUP INC

Doing Business As (DBA) Name 2:

Address:
1310 Rosecrans Street
Suite G
San Diego
CA 92106

Email Address:
info@schmidtdesign.com

Business Web Page:
http://www.schmidtdesign.com

Business Phone Number:
619/236-1462

Business Fax Number:
619/236-8792

Business Types:
Service

Certification Type	Status	From	To
SB	Approved	06/28/2024	06/30/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Carey Fernandes, AICP	Project Manager
Name	Title/Position
San Marcos, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Indio

Contact Name and Phone Number: Kevin Snyder, 760.541.4255

Contact Email: ksnyder@indio.org

Address: 100 Civic Center Mall, Indio, CA 92201

Contract Date: November 23, 2020

Contract Amount: $ 417,010.00

Requirements of Contract: Project management and comprehensive update to the City's Housing Element; evaluation of "pro-housing" policies, financial incentives and housing delivery strategies; gap financing alternatives for affordable housing; additional housing implementation services; CEQA compliance.

Company Name: City of Burbank

Contact Name and Phone Number: Marisa Garcia, 818.238.5310

Contact Email: mgarcia@burbankCA.gov

Address: 275 East Olive Avenue, Burbank, CA 91510

Contract Date: 2023

Contract Amount: $ 15,000.00

Requirements of Contract: Prepare MND and Emergency Notices of Exemption for Tree Removal Project

Company Name: County of Los Angeles

Contact Name and Phone Number: Connie Chung, (213) 974-1234

Contact Email: cchung@planning.lacounty.gov

Address: 320 W Temple St, Los Angeles, CA, 90012

Contract Date: April 1, 2020

Contract Amount: $ 3,170,603.00

Requirements of Contract: Performed project management and completed two area plans (Metro Area Plan and South Bay Area Plan), historic context statements and EIRs under as-needed contract.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Balk Biological, Inc.

Address: 5858 Dryden Place, Suite 223, Carlsbad CA 92008

Contact Name: Michelle Balk Phone: (760) 672-4559 Email: mbalk@balkbiological.com

Contractor License No.: 12BB1206 DIR Registration No.: 1000042949

Sub-Contract Dollar Amount: % TBD (per year) % 1 (total contract term)

Scope of work subcontractor will perform: Biological resources in support of CEQA

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☑WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: The Bodhi Group, Inc.

Address: 1076 Broadway, Suite B, El Cajon, CA 92021

Contact Name: Sree Gopinath, PE Phone: 858.513.1469 Email: sree@thebodhigroup.com

Contractor License No.: B2009001164 DIR Registration No.: 1000024376

Sub-Contract Dollar Amount: % TBD (per year) % 4 (total contract term)

Scope of work subcontractor will perform: Hazards, Geotech and Geology in support of CEQA

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☑DBE ☐DVBE ☐ELBE ☐MBE ☑SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS cont'd

3) Company Name: Citythinkers, Inc.
Address: 3812 Park Blvd. #503, San Diego, CA 92103
Contact Name, Phone Number, Email: Diego Velasco; 619.602.1699; diego@citythinkers.com
Contractor License No.: B2019010808
DIR Registration No.: N/A
Sub-Contract Dollar Amount: TBD% (per year) TBD%(total contract term)
Scope of work subcontractor will perform: Land use and aesthetics CEQA support
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (DBE, DVBE, ELBE, MBE, SLBE, WBE, Not Certified): ELBE

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

Printed on: 11/4/2022 10:00:06 AM

To verify most current certification status go to: https://www.caleprocure.ca.gov

Office of Small Business & DVBE Services

Certification ID: 2011724

Legal Business Name:
Balk Biological, Inc.

Doing Business As (DBA) Name 1:
Balk Biological, Inc.

Doing Business As (DBA) Name 2:
Balk Biological, Inc.

Address:
5858 Dryden Place, Suite 223
290
CA
Carlsbad
CA 92024

Email Address:
mbalk@balkbiological.com

Business Web Page:
balkbiological.com

Business Phone Number:
760/212-3048

Business Fax Number:

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	11/04/2022	11/30/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Balk Biological, Inc.

Small Local Business Enterprise (SLBE)

General Services

(NAICS: 541620)

Certification Number: 12BB1206

Effective: 2/9/2024 - 2/9/2026

Christian Silva
Program Manager
Equal Opportunity Contracting

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: **June 29, 2025**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Balk Biological, Inc.

Women Business Enterprise (WBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 10DS0031 ***DETERMINATION DATE: June 29, 2022***

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Bodhi Group Inc, The,** DBA **The Bodhi Group**
OWNER	**Mr. Sree Gopinath**
ADDRESS	**1076 Broadway Suite B** **EL CAJON, CA 92021-4803 [map]**
PHONE	**858-513-1469 Ext. 101**
FAX	**858-513-1609**
EMAIL	**sree@thebodhigroup.com**
WEBSITE	**http://www.thebodhigroup.com**
ETHNICITY	**Subcontinent Asian American**
GENDER	**Male**
COUNTY	**San Diego (CA)**

Certification Information

CERTIFYING AGENCY	**California Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Environmental Consulting Services**

Commodity Codes

Code	Description
NAICS 541620	Environmental consulting services
CA WCC C8710	ENGINEERING
CA WCC C8715	CONSULTANT, ENGINEERING
CA WCC C8720	CIVIL ENGINEERING
CA WCC C8722	ENVIRONMENTAL ENGINEER
NAICS 541330	Engineering services

Additional Information

WORK DISTRICTS/REGIONS	**Los Angeles, Riverside, San Diego**
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	**37626**

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

Diego Velasco dba Citythinkers

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541320)

Certification Number: 17CT1729

Effective: 11/7/2022 - 11/7/2024

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

Small Local Business Enterprise (SLBE) Program Certification

The Bodhi Group, Inc.

Small Local Business Enterprise (SLBE)

General Services

(NAICS: 562910, 541330, 541620)

Certification Number: 11TB0308

Effective: 12/11/2023 - 12/11/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

City of San Diego

CONTRACTOR STANDARDS

Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A.*

A. BID/PROPOSAL/SOLICITATION TITLE:

10090127-24-D

Dudek

As-Needed Planning Multi-Disciplinary Consultant Services

B. BIDDER/PROPOSER INFORMATION:

Dudek			
Legal Name		DBA	
2280 Historic Decatur Road, Suite 200	San Diego	CA	92106
Street Address	City	State	Zip
Asha Bleier, Principal-in-Charge	(760) 479-4858	(619) 591-1399	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Asha Bleier, AICP, LEED AP BD+C	Principal-in-Charge
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Kelly Bray	Project Manager
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

Name | Title/Position

City and State of Residence | Employer (if different than Bidder/Proposer)

Interest in the transaction

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
☐Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☑ Corporation Date incorporated: 09/01/1983 State of incorporation: California

List corporation's current officers: President: Joseph Monaco
Vice Pres: Eric Wilson
Secretary: Amy Paul
Treasurer: Helder Guimaraes

Type of corporation: C ☐ Subchapter S ☑

Is the corporation authorized to do business in California: ☑ Yes ☐ No

If Yes, after what date: 09/01/1983

Is your firm a publicly traded corporation? ☐ Yes ☑ No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

_____
_____
_____
_____

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☑ No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	$_____
		Book	$_____
		Market	$_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

_____
_____
_____
_____

☐ Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

_____
_____
_____
_____

☐ Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

_____
_____
_____
_____

☐ Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
☐ Yes ☑ No

   If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
☑ Yes ☐ No

   If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

   Name of Bank: California Bank & Trust

   Point of Contact: Rebecca Mendoza

   Address: 135 Saxony Rd, Encinitas CA 92024

   Phone Number: (760) 436-5226

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

   Business Tax Certificate No.: B1992004757 Year Issued: 2023

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
   ☐Yes ☑No

   If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?
   ☐Yes ☑No

   If Yes, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

   ☑Yes ☐No

   If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Diego County Water Authority

Contact Name and Phone Number: Sean Paver; 858.522.6753

Contact Email: spaver@sdcwa.org

Address: 4677 Overland Avenue, San Diego, CA 92123

Contract Date: 05/2024

Contract Amount: $109,846

Requirements of Contract: Dudek prepared an updated Climate Action Plan

Company Name: City of Lincoln City

Contact Name and Phone Number: Michael Phillips: 541.996.1202

Contact Email: mphillips@lincolncity.org

Address: PO Box 50, Lincoln City, OR 97367

Contract Date: 03/2024

Contract Amount: $40,000

Requirements of Contract: Dudek is creating a climate action plan

Company Name: City of Rialto

Contact Name and Phone Number: Dayan Malfavon; 909.820.25

Contact Email: dmalfavon@rialtoca.gov

Address: 150 S Palm Avenue, Rialto, CA 92376

Contract Date: 05/2019

Contract Amount: $255,877

Requirements of Contract: Dudek developed a Climate Adaptation Plan

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
   ☐ Yes ☑ No

   If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
   ☐ Yes ☑ No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
☐Yes ☑No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐Yes ☑No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
☐Yes ☑No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
☐Yes ☑No

Certification #_____

3. Are you certified as any of the following:
   a. Disabled Veteran Business Enterprise Certification #_____
   b. Woman or Minority Owned Business Enterprise Certification # _____
   c. Disadvantaged Business Enterprise Certification #_____

J. WAGE COMPLIANCE:
In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? ☐Yes ☑No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Evolution Affairs, LLC

Address: 4710 60th Street, San Diego, CA 92115

Contact Name: Rita de la Fuente Phone: (858 344-5092 Email: rita@evolutionaffairs.com

Contractor License No.: B2024000586 DIR Registration No.: N/A

Sub-Contract Dollar Amount: TBD (per year) TBD (total contract term)

Scope of work subcontractor will perform: Climate resiliency support

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☒Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____ Sub-Contract Dollar Amount: %_____ (per year) %_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

☑ Initial submission of *Contractor Standards Pledge of Compliance*

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Joseph Monaco, President/CEO		August 21, 2024
Name and Title	Signature	Date

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

E. FINANCIAL RESOURCES AND RESPONSIBILITY

E.6:
Date of Claim: 8/7/20
Location: Encinitas
Description of Claim: Race discrimination, sex/gender discrimination and retaliation
Litigation (Y/N): Y
Status: Pending
Resolution/Remedial Action Taken: Investigation, training and remedial action.
3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

F. PERFORMANCE HISTORY

F.2: In 2019, the City of Santa Barbara terminated a contract with Dudek's Santa Barbara office for Design and Preliminary Environmental Review for the Santa Barbara Police Station Project. The primary reason for the termination was the local team's failure to deliver on specific tasks within the requested time period. Subsequent to the termination the City has continued to enter into new contracts with Dudek for environmental projects.

F.3 and F.6: City of Carlsbad vs. Ledcor Construction Inc.
On June 13, 2016, the City of Carlsbad filed a civil complaint in California Superior Court, County of San Diego, against Ledcor Construction Inc. Dudek was named as a co-defendant. The project architect, RRM Design Group, was also later named as a defendant. The suit was related to construction of the City's First Responder Training Center. Dudek served as construction manager for the City on the project. Dudek denied any liability in the matter. The matter has been resolved between the City and Dudek and was dismissed in August 2019.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Joseph Monaco, President/CEO		August 21, 2024
Print Name, Title	Signature	Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☐ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

☑ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
11/19/13	Encinitas	Sexual Discrimination	Y	Settled	Settlement payment and training
3/2/18	Auburn	Sex discrimination, wrongful demotion, denial of promotion, retaliation, constructive discharge and breach of an implied employment contract and age discrimination.	Y	Settled	Settlement payment and training
8/7/20	Encinitas	Race discrimination, sex/gender discrimination and retaliation	Y	Pending	Investigation, training and remedial action. 3/19/21 former temp employee filed claim with DFEH. In May 2021, Dudek attempted to resolve the matter via mediation; however, former employee chose to file a lawsuit instead effective 2/10/22. Lawsuit moved out of court due to binding arbitration agreement.

Contractor Name: Dudek

Certified By Danielle Voss Title Vice President, Human Resources

Name

Date 8/20/2024

Signature

The City of SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

A. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR).*

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☒ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Dudek

ADA/DBA:

Address (Corporate Headquarters, where applicable): 605 Third Street

City: Encinitas County: San Diego State: California Zip: 92024

Telephone Number: 760.942.5147 Fax Number: 760.632.0164

Name of Company CEO: Joseph Monaco

Address(es), phone and fax number(s) of company facilities located in San Diego County **(if different from above):**

Address: 2280 Historic Decatur Road, Suite 200; 1645 South Rancho Santa Fe Road, Suite 201

City: San Diego; San Marcos County: San Diego State: CA Zip: 92106; 92078

Telephone Number: 619.591.1370 Fax Number: 619.591.1399 Email: jmonaco@dudek.com

Type of Business: Environmental and Engineering Consultant Type of License: Business

The Company has appointed: Danielle Voss

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 605 Third Street, Encinitas, California 92024

Telephone Number: 760.479.4828 Fax Number: 760.632.0164 Email: dvoss@dudek.com

☒ One San Diego County (or Most Local County) Work Force - Mandatory
☐ Branch Work Force *
☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Dudek
(Firm Name)

San Diego *(County)*, California *(State)* hereby certify that information provided herein is true and correct. This document was executed on this 19 day of August, 2024

Dawn Vu
(Authorized Signature)

Danielle Voss
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Dudek DATE: 8/20/2024

OFFICE(S) or BRANCH(ES): Encinitas, San Diego, and San Marcos COUNTY: San Diego

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American
(2) Hispanic or Latino
(3) Asian
(4) American Indian or Alaska Native
(5) Native Hawaiian or Pacific Islander
(6) White
(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	5	2						15	9		
Professional			15	14	8	7	1	2		1	75	86	2	5
A&E, Science, Computer			4		5	2					29	16		1
Technical			4	1				1			16	3	1	
Sales														
Administrative Support		1	1	4	1	3				2	3	15		1
Services														
Crafts														
Operative Workers	2		1		1						4			
Transportation														
Laborers*							2	1						

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	2	1	26	24	17	12	3	4		3	142	129	3	7

Grand Total All Employees	373

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled				1							3	4		

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Dudek DATE: 8/20/2024

OFFICE(S) or BRANCH(ES): Encinitas, San Diego, and San Marcos COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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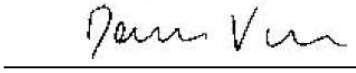
☑ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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Contractor Name: Dudek

Certified By Danielle Voss Title Vice President, Human Resources

Name



Date 08/20//2024

Signature

TAB B

Executive Summary and Responses to Specifications



Title Page

August 21, 2024

Dudek is proposing to provide services for the following eleven Service Categories identified in the Request for Proposal (RFP): **Category 1** - Project Administration, **Category 2** - Community Outreach and Engagement, **Category 3** - Land Use, **Category 4** - Mobility, **Category 5** - Economic Analysis, **Category 6** - Urban Design, **Category 7** - Historic Preservation, **Category 8** - Public Facilities, **Category 9** - Urban Greening, **Category 10** - CEQA Documents, and **Category 11** - Climate Resilience.

Our team includes thirteen local subconsultants, nine of which are certified Small Local Business Enterprises (SLBEs), Emerging Local Business Enterprises (ELBEs), Disabled Veteran Business Enterprises (DVBEs), or Women-owned Business Enterprises (WBE) with the City. They contribute a wealth of local experience and knowledge to our team and will serve an integral role in providing the as-needed services under this contract.

CATEGORY 1
Project Administration

CATEGORY 2
Community Outreach and Engagement

CATEGORY 3
Land Use

CATEGORY 4
Mobility

CATEGORY 5
Economic Analysis

CATEGORY 6
Urban Design

CATEGORY 7
Historic Preservation

CATEGORY 8
Public Facilities

CATEGORY 9
Urban Greening

CATEGORY 10
CEQA Documents

CATEGORY 11
Climate Resilience



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Knowledge and Understanding of Local Environment 65

Project Team 69

Key Staff 95

EXECUTIVE SUMMARY

THE DUDEK ADVANTAGE

Dudek is San Diego's largest locally headquartered planning, design, engineering, and environmental consulting firm, with more than 800 planners, urban designers, scientists, civil engineers, contractors, and support staff. As a midsized, employee-owned firm, we take pride in the assistance we provide to our clients on a broad range of projects that improve their communities, infrastructure, and built and natural environment.

DUDEK TEAMING PARTNERS

Balk Biological Inc., SLBE/DBE/WBE
The Bohdi Group Inc., SLBE/DBE
Chen Ryan Associates Inc., DBE/WBE/SBE/MBE
Citythinkers Inc., ELBE
D-Max Engineering Inc., SLBE
Evolution Affairs, WBE/MBE (in progress)
Imagine Creative Services, LLC, SLBE/ELBE
Intersecting Metrics, ELBE
IS Architecture, SLBE, WBE, SB (micro)
Keyser Marston Associates, Inc., SB (micro)
Pro Forma Advisors LLC
Schmidt Design Group Inc., SB
Spurlock Landscape Architects, SLBE/WBE

SUCCESSFUL TRACK RECORD WORKING WITH THE CITY OF SAN DIEGO

Dudek, along with our qualified local subconsultants, will provide the City of San Diego (City) with the experience, efficiency, and capacity to meet the City Planning Department's (Department's) growing multidisciplinary planning needs. We are proud of our record of service helping the City complete a variety of tasks for all types of projects, including development and preparation of planning policies and documents, urban design studies, land use planning policy, and environmental review. Based on our long history working with the City's various departments since 1991, Dudek has unparalleled institutional knowledge with a robust understanding of City processes. Most recent examples include our support to the City for the award-winning Mira Mesa Community Plan Update, as well as preparation of the City's Annual Housing Reports.



APA Los Angeles Chapter Award for Large Jurisdiction Comprehensive Plan 2023

LOCAL, COST-EFFECTIVE PROJECT MANAGEMENT

As the cofounder and director of Dudek's Planning and Urban Design group, Ms. Asha Bleier is well-equipped to serve as principal-in-charge and overall contract manager. She will provide the City with the highest level of service and is committed to providing responsive, efficient, and high-quality multidisciplinary planning services. Ms. Bleier is a San Diego native with over 19 years in the planning industry and 14 years at Dudek. She has deep-rooted history and knowledge of San Diego's local environment. Ms. Bleier will be City's main point of contact, responsible for managing the overall contract and assigning the most appropriate staff for each task order, including our Small Local Business Enterprise (SLBE)/Emerging Local Business Enterprise (ELBE) subconsultants to stay on track with our participation goals. Ms. Bleier has full authority to commit the firm's resources and will oversee each assignment to ensure that Dudek and its subconsultant team comply with technical, regulatory, scope, schedule, and budget requirements.

COMMITTED TO EQUAL OPPORTUNITY

Dudek is genuinely committed to equal opportunity within our company and project teams. We regularly monitor compliance with our City-approved Equal Employment Opportunity Plan, with communication at all levels of the firm. Learning from our past as-needed contracts, we have formulated effective tools for tracking our participation levels through each task order, and we work with City staff to complete SLBE/ELBE projection reports, when necessary, to ensure we meet our participation goals. Our proposed SLBE/ELBE subconsultants for this contract are detailed in the Project Team section. Furthermore, Dudek and its employees actively support and participate in outreach events to reach future professionals in disadvantaged communities. Dudek is proud to be a cofounder of the Environmental and Planning Internship and Charrette (EPIC) program, a collaborative effort between six firms that creates opportunities for students from disadvantaged communities to engage with professionals in the private and public sectors and gain valuable industry work experience. EPIC received an Advancing Diversity, Equity, and Inclusion Award at the California AEP awards and has successfully created greater pathways to students from diverse backgrounds.

EXPERIENCE AND QUALIFICATIONS

AS-NEEDED MULTI-DISCIPLINARY PLANNING SERVICES EXPERIENCE

Dudek is proposing to provide services for the following eleven (11) Service Categories identified in the RFP:

- **CATEGORY 1** Project Administration
- **CATEGORY 2** Community Outreach and Engagement
- **CATEGORY 3** Land Use
- **CATEGORY 4** Mobility
- **CATEGORY 5** Economic Analysis
- **CATEGORY 6** Urban Design
- **CATEGORY 7** Historic Preservation
- **CATEGORY 8** Public Facilities
- **CATEGORY 9** Urban Greening
- **CATEGORY 10** CEQA Documents
- **CATEGORY 11** Climate Resilience

On the following pages we provide our team's experience organized by the Service Categories we are proposing on. We prioritize responsiveness to the City's needs and requests, repeatedly delivering high-quality products on time and within budget. Because of our extensive history working for the City, we are familiar with its diverse community makeup, social and cultural issues, infrastructure, and land use environments, which will facilitate the efficient and successful delivery of projects. Dudek's robust diversity of technical expertise allows for the in-house preparation of planning documents and analyses that result in seamless coordination and efficiencies that will save the City time and money.

As an employee-owned, medium-sized, local firm, our professionals are deeply committed to the success of City projects. Our project managers make nimble decisions and quickly access firm resources to address project needs, and our in-house technical specialists' expertise covers a wide range of local planning, urban design, environmental, and engineering challenges.

Our San Diego-based planning and urban design team has developed valuable relationships with City staff and a keen understanding of internal City processes. Our experience will allow us to hit the ground running with this contract, saving the City time and money. We will maximize the City's budget through use of robust technology tools and will anticipate project needs to avoid schedule and delays. We have demonstrated our ability to work in challenging environments—political and physical—and can provide the tools to be efficient and successful.

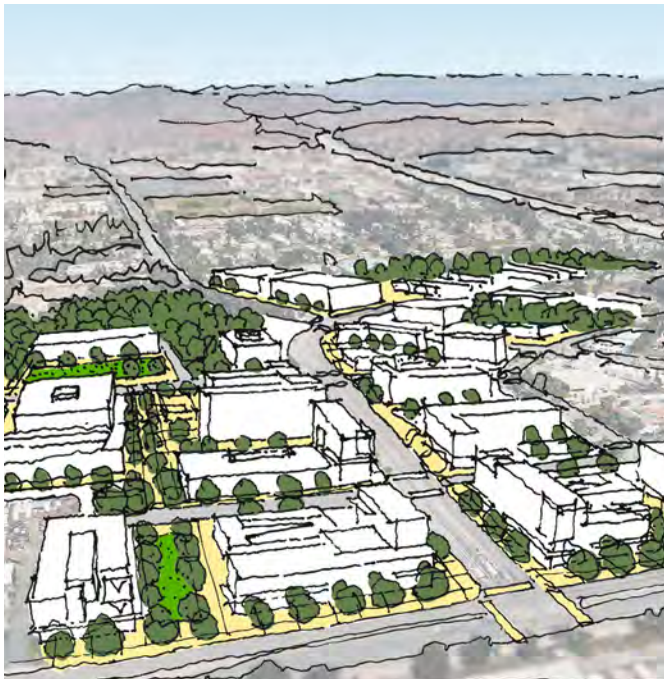
Our team has an extensive portfolio of completed and implemented plans for urban environments or all scales and characters. They encompass downtown cores and corridors, transit districts, suburban neighborhoods and industrial districts, as well as where each unique setting intervenes.

1 PROJECT ADMINISTRATION

SUCCESSFUL PROJECTS FOR THE CITY

AS-NEEDED MULTIDISCIPLINARY PLANNING SERVICES – MULTIPLE COMPLETED TASK ORDERS

Client: City of San Diego
Owner's Project Manager: Alex Frost, Senior Planner, Planning Department, 619.236.6006; afrost@sandiego.gov
Total Value of Project: $3,000,000



Dudek currently holds an as-needed contract to provide multidisciplinary planning services to the City (H197119, executed in 2019 and amended in 2023). We have completed multiple task orders under this contract. Most notably, preparing the Mira Mesa Community Plan Update (MMCPU) which was adopted by City Council in December 2022. MMCPU was also awarded the 2023 Comprehensive Plan: Large Jurisdiction Excellence Award by the San Diego Section of the American Planning Association (APA). In addition, Dudek has completed, since 2021, multiple Task orders to assist the City in preparing successive Annual Housing Inventory Reports.

AS-NEEDED ENVIRONMENTAL PLANNING SERVICES

Client: City of San Diego
Owner's Project Manager: Alyssa Muto, Deputy Director of Environment and Mobility Planning, 619.533.3796; amuto@sandiego.gov
Total Value of Project: $1,625,000



Dudek currently holds an as-needed contract to support the City's Planning Department in a wide array of tasks, including, but not limited to, the preparation of CEQA-related policies and documents, support and expertise regarding historic preservation, park and land use planning policy matters, program and project management, staff trainings, virtual collaboration and technology tools, peer-to-peer collaboration, schedule and cost monitoring and reporting, QA/QC capabilities, and technical and professional support on other CEQA-related matters. Projects under this contract include:

De Anza Cove Amendment to the MBPMP Program EIR. Dudek prepared a program-level EIR and land use planning policy support for the De Anza Cove amendment to the MBPMP, which is a comprehensive planning document that provides a policy framework to guide development throughout Mission Bay. The proposed project includes recommendations and policies pertaining to the project area to serve regional recreation needs, including guest housing (recreational vehicles and other low-cost camping facilities); improvements to the park's water quality, including creating additional wetlands; facilitation of hydrologic improvements to safeguard the viability of marsh areas; addition of a waterfront trail, viewing areas, and other passive recreational features to enhance public use of the

area; make sure leaseholds support Mission Bay recreation use; improvement of access to recreational uses; and improvement of play areas for regional recreational needs.

Municipal Waterways Maintenance. Dudek prepared an EIR for the comprehensive plan to identify and regulate maintenance and repair activities within open storm facilities. The EIR addresses the potential environmental effects of the activities, methods, and procedures to guide the maintenance and repair of the facilities throughout the City of San Diego. Key issues included biological resources, water quality, hydrology, air quality, and noise.

AS-NEEDED ENVIRONMENTAL SERVICES

Client: City of San Diego Public Utilities Department
Owner's Project Manager: Keli Balo, Assistant Deputy Director; 858.292.6423; kbalo@sandiego.gov
Total Value of Project: $5,000,000

Dudek is providing services to support the City's Public Utilities Department with various operations and maintenance projects, capital improvement projects, and ancillary projects. Projects requiring support shall include, but are not limited to, North City Public Works Plan (PWP) EIR/Environmental Impact Statement (EIS), maintenance and repair of utilities, emergency Public Utilities Department projects, pipeline projects, water and wastewater treatment facilities, pump stations, and habitat restoration and mitigation projects. Thus far, work tasks have included the following:

- Native American monitoring of groundwater test wells in Mission Valley
- Preparation of North City PWP EIR/EIS, with U.S. Bureau of Reclamation as lead agency
- Cultural resources monitoring for Avenida Rorras Emergency Sewer Line Replacement
- Quino checkerspot butterfly (Euphydryas Editha quino) surveys for alternative alignments of the North City PWP EIR/EIS
- Protocol-level sensitive species surveys for alternative alignments of the North City PWP EIR/EIS, including rare plants, burrowing owl (Athene cunicularia), coastal California gnatcatcher (Polioptila californica), and others
- Cultural/biological monitoring for Famosa Slough Emergency Pipeline Replacement
- Cultural resources inventory for a trail project in Mt. Elbrus Canyon
- Biological and Native American monitoring services for Stadium Wetlands Mitigation Project, including documentation of two new archaeological discoveries

AS-NEEDED ENVIRONMENTAL SERVICES

Client: City of San Diego Transportation and Storm Water Department
Owner's Project Manager: Christine Rothman, Planner; 619.527.3470; crothman@sandiego.gov
Total Value of Project: $7,500,000

Dudek provides as-needed environmental services to the Transportation and Storm Water Department. Dudek's environmental and engineering professionals provide services, planning, and permitting support to ensure implementation and compliance, primarily for the Storm Water Department operations and maintenance activities. Technical expertise is provided in all of the areas listed in the current Request for Proposals (RFP).



As part of this contract, a project team led by Dudek is currently developing the Municipal Waterways Maintenance Plan (MWMP) and EIR for the City of San Diego's ongoing stormwater facility maintenance program. The MWMP details the planned maintenance activities, specific facility maintenance locations, biological compensatory mitigation sites, and agency permitting procedures, and includes site-specific facility maintenance plans and/or technical summaries for stormwater conveyance channels, ditches, structures, and basins throughout eight watersheds within the City's municipal boundaries. Dudek also provides the technical expertise to prepare the EIR and associated technical studies for the MWMP in the areas of hydrology and hydraulics, biology, cultural/tribal, historic,

paleontological, aesthetic/visual, air quality, greenhouse gas (GHG), noise, solid waste, hazards/hazardous materials, and water quality. Dudek also supports the City's strategic outreach communications, including workshops with elected officials, regulatory agencies, and non-governmental organizations.

Additional tasks completed under this contract include the following:

- Biological and jurisdictional resource assessments and regulatory permitting for operation and maintenance activities at over a dozen facility locations
- Biological, archeological, and cultural/tribal resource monitoring and reporting during performance of maintenance activities
- Identification and development of compensatory mitigation sites at multiple locations throughout the City of San Diego
- Specialized water quality impact analysis and special studies to assess environmental resource impacts associated with channel maintenance activities
- Initiation of a programmatic EIR for Off-Site Storm Water Alternative Compliance Program— Phase 2
- As-needed and 24/7 on-call emergency support services, including resource evaluation, regulatory permitting, monitoring, reporting, and coordination (17 emergency permits obtained during 2015/2016 rainy season)
- Dudek has been committed to meeting the SLBE goal under this contract, and we have continued to exceed our 25% SLBE participation goal throughout its duration.



2 COMMUNITY OUTREACH AND ENGAGEMENT

SUCCESSFUL PROJECTS FOR THE CITY

MIRA MESA COMMUNITY PLAN UPDATE

Client: City of San Diego
Owner's Project Manager: Alex Frost, Senior Planner, 619.533.3796; afrost@sandiego.gov
Total Value of Project: $650,345

Dudek assisted the City in developing the a comprehensive update to the Mira Mesa community plan. At 10,500 acres, 75,000 residents, and 85,000 jobs, Mira Mesa is the largest and most populous of San Diego's 50 community plan areas. In addition to providing planning and urban design services, Dudek staff supported City staff in hosting, facilitating, and shaping the engagement process with the Mira Mesa Community Planning Group and the broader Mira Mesa community. Dudek urban designers and outreach experts helped set the agenda, prepare materials, and craft engagement tools to inform, consult, and solicit feedback from Planning Group members as well as attending members of the public.





As part of the outreach efforts for MMCPU, Dudek also designed and facilitated a public forum hosted in Sorrento Mesa focusing on engaging business stakeholders, residents, and property owners. Dudek also assisted staff in designing and providing content for the online engagement tool that solicited feedback on alternative development scenarios. Finally, Dudek staff participated in one-on-one meetings with select Mira Mesa stakeholders to educate, inform, and receive input. The multi-layered outreach efforts, carefully crafted and executed, was instrumental in the successful process that led to its finalization and unanimous adoption.

SUCCESSFUL RELEVANT PROJECTS FOR OTHER JURISDICTIONS

RIALTO CLIMATE ADAPTATION PLAN

Client: City of Rialto
Owner's Project Manager: Paul Gonzales, Community Development Manager, 909.421.7240; pgonzales@rialtoca.gov
Total Value of Project: $307,607

In support of development of the City of Rialto Climate Adaptation Plan, Dudek planners developed a scaled-down vulnerability assessment to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in the City of Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek is creating specific equity and climate metrics, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas, to track the implementation of policy. These measures will assist the City of Rialto in evaluating if the plan meets the specific needs of disadvantaged communities in the city. Dudek also developed a capability assessment that reviewed local plans, policies, and programs to evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English capabilities. Dudek supported public outreach and designed presentations, educational posters, and maps to help communicate quickly and simply the climate-related hazards

facing the city and potential adaptation projects. When designing outreach materials for local residents to vote on, Dudek planners carefully communicated cost, feasibility, and specific vulnerable populations that these measures tend to benefit most. Dudek planners also worked with community members to understand how climate adaptation strategies can be customized to best fit their concerns and values.

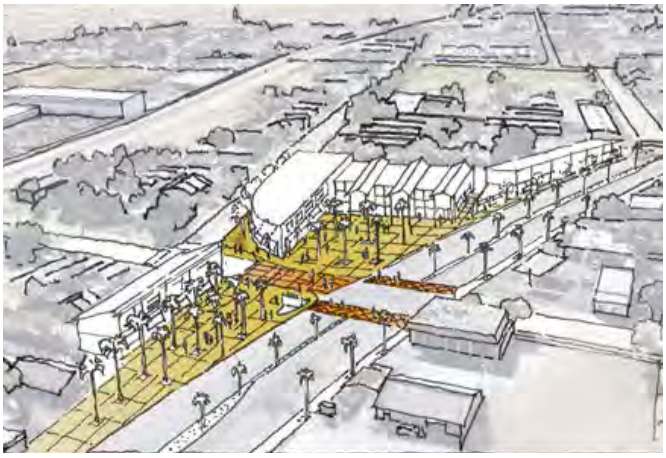


APA Inland Empire Chapter Award for Innovation in Green Community Planning

SOUTH COLTON LIVABLE CORRIDOR PLAN

Client: City of Colton and Southern California Association of Governments
Reference: Mark Tomich, Director, Community Development; 909.370.5079; mtomich@ci.colton.ca.us
Contract Amount: $159,954

Dudek provided urban design, land use planning, market analysis, and community outreach services in support of the South Colton Livable Corridor Plan. South Colton is a proud Latino neighborhood and mixed residential industrial neighborhood adjacent to downtown Colton but separated by a rail corridor. Long disinvested, yet resilient, residents with few resources have used a do-it-yourself approach to neighborhood design combined with their imagination and resourcefulness to alter landscapes in ways that are intimate in scale and personal in nature—e.g., cacti planted in a parkway, a makeshift street basketball hoop, a hand-painted sandwich board, among other interventions. The South Colton Livable Corridor Plan strengthens these grassroots tactical urbanism approaches and provides policies and guidelines as a regulatory framework for formalizing complete streets, creating amenities, inviting mixed-activity



APA Inland Empire Chapter Award of Merit in Urban Design 2020

investment, and new housing. A critical goal of the project was to proactively engage traditionally underserved groups, such as women, the elderly, youth, immigrants, and Black and Brown communities. Outreach activities began with door-to-door flyer distribution in advance of events that involved storytelling, modelbuilding, neighborhoodwalking, and artmaking at grocery stores, schools, parks, and other neighborhood places.









IMAGINE BRAVE SPACES - COMMUNITY OUTREACH AND ENGAGEMENT PROJECTS

MID-CITY COMMUNITIES PLAN UPDATE

Client: City of San Diego Planning Department
Owner's Project Manager: Alex Frost, Project Manager, Planning Department, 619.533.3796; afrost@sandiego.gov
Total Value of Project: $40,500



Public outreach and engagement in support of CoSD Mid-City Communities Plan Update process. In this ongoing project, Imagine was contracted to develop and produce a promotional video featuring drone footage of the plan area for use in raising awareness to the community plan update process launching in 2024. As of the winter of 2024, Imagine is leading youth engagement activities for the project and has created a 4-session series of classes for 180 students at Hoover High and Crawford High. The engagement has introduced them to city planning as a potential career and invited their input on the current community plan process. The students have also interviewed community members to gather additional input and perspectives on the needs and desires of their own neighborhoods. Further engagement activities are currently in the works for the rest of 2024.

BUILD BETTER SD

Client: City of San Diego Planning Department
Owner's Project Manager: Anisha Giandanchani, Program Manager, Public Engagement, 619-533-6551; anishalg@sandiego.gov
Total Value of Project: $25,000



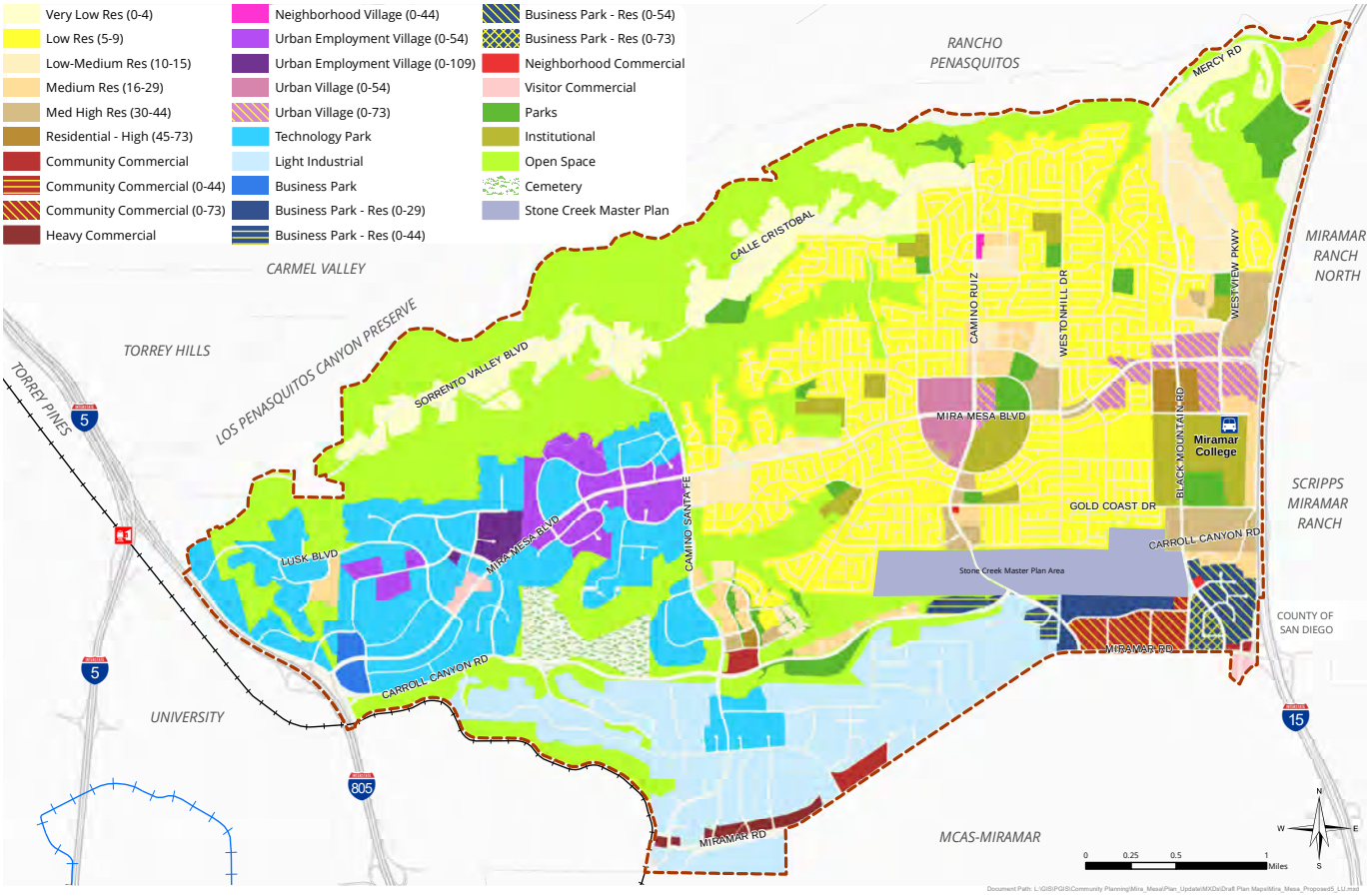
Public outreach and engagement in support of CoSD Build Better SD initiative. Public workshops were held in three Communities of Concern in order to raise awareness and collect input towards implementation of the initiative. In addition, high school students at three schools were engaged to introduce them to city planning processes, gather input, and collaborate with them to create a media product to be used in expanding the reach of the campaign. A video was created that was shared on CoSD public media channels as well as with City Councilmember offices for distribution. The initiative was successful and was adopted in Summer 2022. The campaign also won an award for public engagement in Fall 2022.

SUCCESSFUL PROJECTS FOR THE CITY

MIRA MESA COMMUNITY PLAN UPDATE LAND USE POLICY

Client: City of San Diego
Owner's Project Manager: Alex Frost, Senior Planner, Planning Department, 619.236.6006; afrost@sandiego.gov
Total Value of Project: $650,345

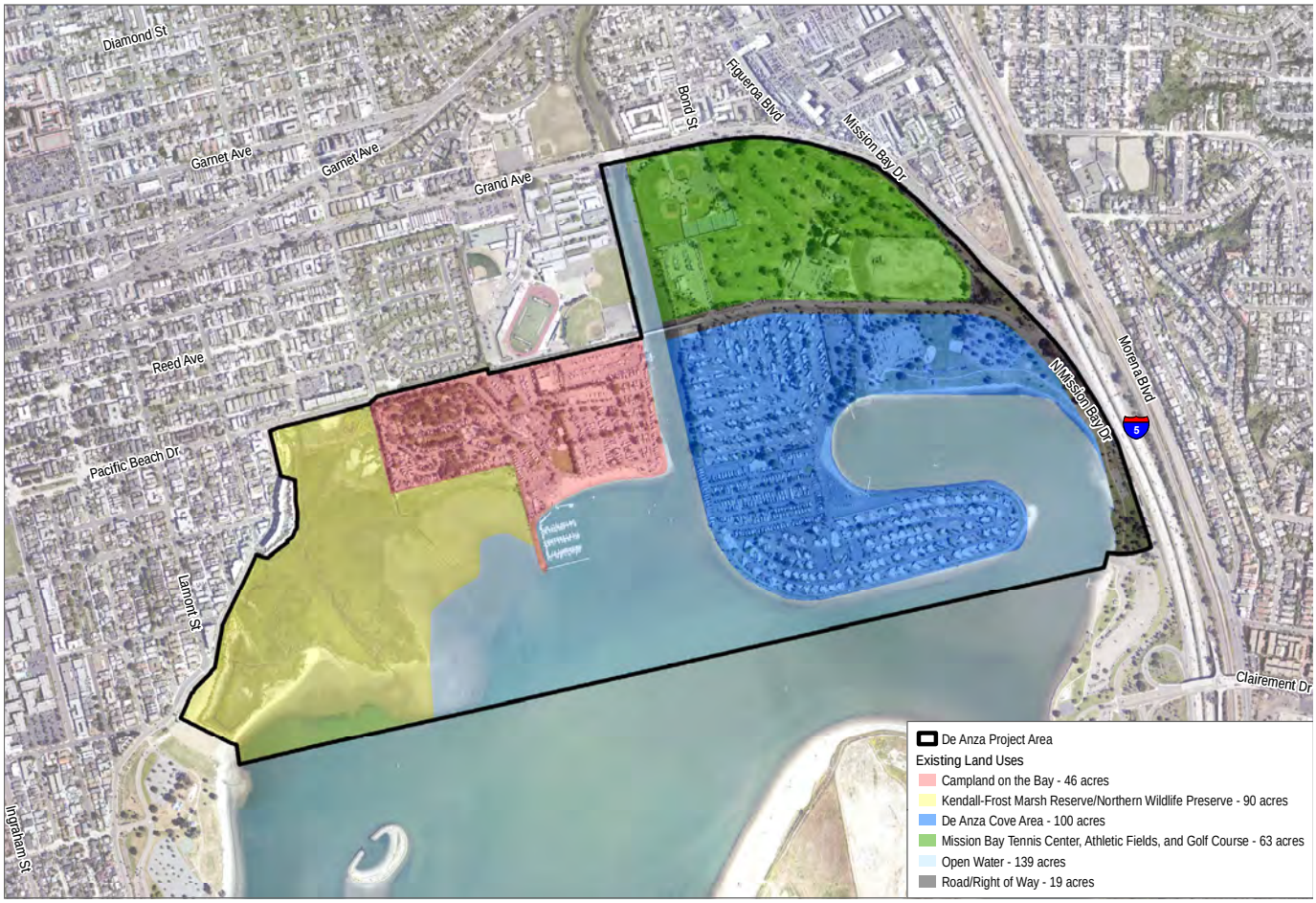
Dudek assisted in developing and formulating the land use policy underlying the recently completed Mira Mesa Community Plan Update. Prioritizing transit-oriented and smart growth principles, the plan seeks to revitalize and intensify low-density, aging suburban shopping malls with transit-supportive uses and development typologies. Dudek's approach to land use intended to ensure the success of Mira Mesa as a clean, safe, and healthy community comprised of thriving employment centers and distinct residential neighborhoods, as well as new mixed-use Urban Villages. The provision of housing in an employment-rich area – a key tenet of our approach – helps improve the jobs-housing balance and provides opportunities for walking, biking, and taking transit to work - contributing to reductions in automobile dependency, traffic, and household transportation costs. The Community Plan retains key employment lands while creating flexibility in other areas for a compatible live/work/play village. The integration of employment and residential uses in a job-rich community like Mira Mesa has the potential to benefit the community and City as a whole.



DE ANZA COVE AMENDMENT TO THE MISSION BAY PARK MASTER PLAN (MBPMP)

Client: City of San Diego
Owner's Project Manager: Alyssa Muto, Deputy Director of Environment and Mobility Planning, 619.533.3796; amuto@sandiego.gov
Total Value of Project: $619,000 (part of $ 1,625,000 As-Needed Environmental Planning Contract)

Dudek supported the City in preparing land-use policy and a program-level EIR for the De Anza Cove amendment to the MBPMP, which is a comprehensive planning document that provides a policy framework to guide development throughout Mission Bay. The proposed project includes recommendations and policies pertaining to the project area to serve regional recreation needs, including guest housing (recreational vehicles and other low-cost camping facilities); improvements to the park's water quality, including creating additional wetlands; facilitation of hydrologic improvements to safeguard the viability of marsh areas; addition of a waterfront trail, viewing areas, and other passive recreational features to enhance public use of the area; make sure leaseholds support Mission Bay recreation use; improvement of access to recreational uses; and improvement of play areas for regional recreational needs.



SOURCE: City San Diego 2018; SANGIS 2017, 2018

SD Planning 0 500 1,000 Feet

FIGURE 3-3
Existing Conditions
De Anza Cove Amendment to the Mission Bay Park Master Plan Program Environmental Impact Report

ANNUAL REPORT ON HOMES (2023, 2022, AND 2021)

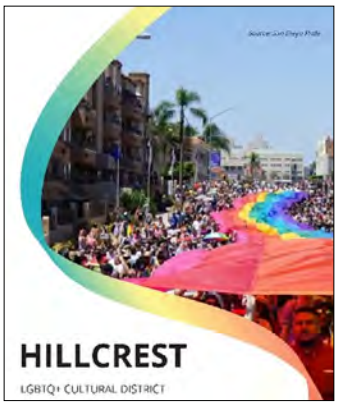
Client: City of San Diego
Owner's Project Manager: Sean McGee, Senior Planner, City of San Diego, 619.236.6494; smcgee@sandiego.gov
Total Value of Project: $104,980



Each year the Annual Report on Homes provides an overview of the progress made toward the goals of the City's General Plan Housing Element. This report synthesizes the City's Housing Element Annual Progress Report in a visually graphic document to help elevate the discourse on housing production. The report presents the number and areas where homes are permitted and built, details the type and affordability of new homes, highlights the use of the City's various home development incentive programs, and looks forward at new home development programs that are underway.

HILLCREST LGBTQ+ CULTURAL DISTRICT

Client: City of San Diego
Owner's Project Manager: Shannon Mulderig, Senior Planner; (619) 533-3662; SLMulderig@sandiego.gov
Total Value of Project: $25,000



Our sub-consultant partner, Citythinkers, authored an insert to the Uptown Community Plan focused on the Hillcrest LGBTQ+ Cultural District. They developed graphics and illustrations of interpretive elements and timeline of historic events. Their role included working with city staff to map assets and determine interpretive trail alignments, Citythinkers assisted staff in developing policies and Supplemental Design Regulations (SDRs) and also participated in multiple presentations and meetings with community stakeholders, including 1:1 interviews with community leaders.

SUCCESSFUL RELEVANT PROJECTS FOR OTHER JURISDICTIONS

SANDAG REGIONAL RESILIENCE FRAMEWORK

Client: San Diego Association of Governments (SANDAG)
Owner's Project Manager: Susan Freedman, Climate Program Manager (619) 699-7387; Susan.Freedman@sandag.org
Total Value of Project: $193,930

Dudek created a methodology to identify climate adaptations and environmental justice strategies for local cities via an Excel tool and Implementation Toolkit. The Tool incorporates stakeholder input and evaluation criteria, while the Toolkit provides resources for implementation, monitoring metrics, and potential funding opportunities.

SANDAG HOLISTIC IMPLEMENTATION OF ADAPTATION AND TRANSPORTATION RESILIENCE STRATEGIES

Client: San Diego Association of Governments (SANDAG)
Owner's Project Manager: Katie Hentrich (now City of Carlsbad Climate Action Plan Administrator); (442) 339-2623; katie.hentrich@carlsbadca.gov
Total Value of Project: $130,820

Under an as-needed environmental services contract with SANDAG, Dudek prepared a tool and toolkit that local jurisdiction planners and project managers can use to identify what adaptation strategies should be implemented and why. This tool provides a deliberate process for understanding local vulnerabilities and values, as well as for evaluating adaptation strategies based on equity, economic, environmental, and feasibility criteria. The toolkit describes how local jurisdictions can choose the most relevant evaluation criteria and assign weighting, as needed, to reflect their hazard profile and vulnerable communities. The toolkit also includes resources to help local jurisdictions move forward with implementation, including best practices, monitoring metrics, and potential funding opportunities.

CITY OF EL CAJON GENERAL PLAN UPDATE

Client: City of El Cajon
Owner's Project Manager: Michael Viglione, Senior Planner, (619)441-1773, MViglione@elcajon.gov
Total Value of Project: $174,075

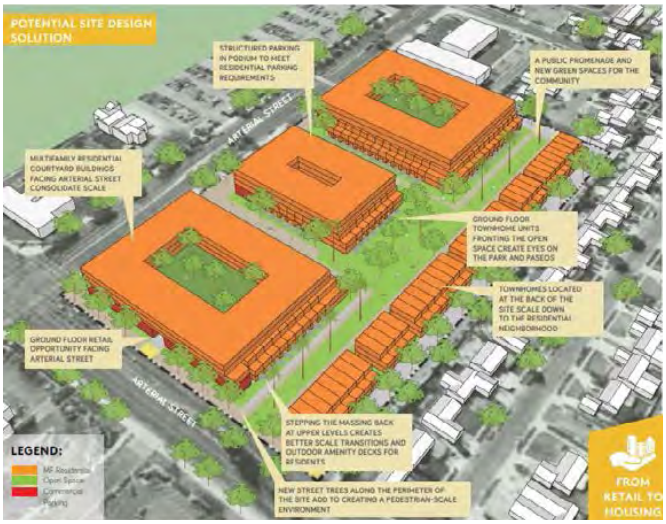


Dudek prepared the City of El Cajon Safety and Environmental Justice Elements that provide a succinct assessment of the natural hazards, climate change effects, and public health issues facing the City and provide specific and actionable policy that addressed safety needs community-wide, as well as policies specific to the disadvantaged communities. Dudek prepared a Mitigated Negative Declaration for the Housing, Safety, and Environmental Justice Element updates. Dudek completed the project successfully, receiving unanimous approval at City Council on July 27, 2021, demonstrating our team ability to seamlessly balance community needs, State mandates, and local politics.

SCAG OTHER TO RESIDENTIAL TOOLKIT

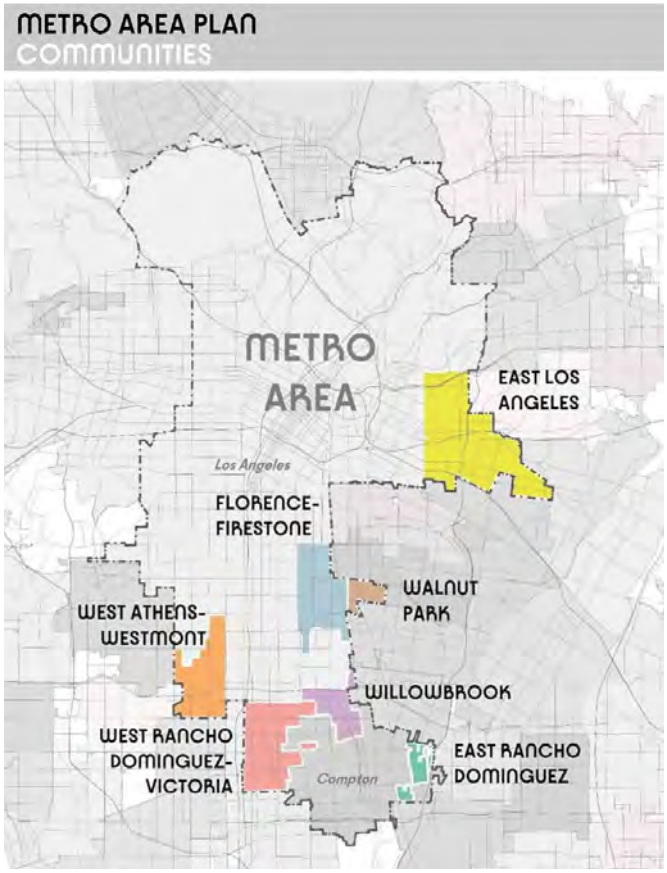
Client: Southern California Association of Governments (SCAG)
Owner's Project Manager: David Kyobe, Senior Planner; (213)-236-1858; kyobe@scag.ca.gov
Total Value of Project: $139,910

Dudek worked with SCAG to create the Other-to-Residential Toolkit that provides an actionable guide to envisioning the reuse and conversion options for underutilized sites in the SCAG region. The built-out nature of Southern California communities is often a barrier for adding more housing in existing cities and communities. The Toolkit is designed to support cities and public agencies in the SCAG region in thinking creatively about ways to facilitate or initiate additional housing development by reimagining underutilized sites and their potential for redevelopment. It specifically focuses on sites that fall within the commercial, brownfield, gas station, and underutilized golf course categories as land uses that may be declining or getting phased out in various parts of the SCAG region with changing trends in retail, mobility, and recreational activity. As part of this process, Dudek completed a GIS analysis for the SCAG region to create a land inventory for applicable parcels by city and county by land use classification to intentionally and thoughtfully target potential sites for housing that will contribute to creating walkable, vibrant, and healthy communities. This "fundamental principles" methodology was based on SCAG's adopted 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal) as well as industry best practices and considerations for access, equity, and opportunity.



The Toolkit also provides a step-by-step guide with direction on how to identify opportunities and barriers for residential conversion on these sites as well as a toolbox of measures that agencies can take to facilitate or initiate site conversion processes. Through in-depth research, the Toolkit highlights issues and opportunities across a variety of themes, including regulatory aspects (local and state legislation), market factors, environmental concerns, physical considerations of various site types, and context-specific factors.





APA Los Angeles Chapter Award of Merit for Large Jurisdiction Comprehensive Plan 2024

LOS ANGELES COUNTY METRO AREA PLAN

Client: County of Los Angeles
Owner's Project Manager: Connie Chung, Deputy Director, Advance Planning Division; (213) 974-6457; cchung@planning.lacounty.gov
Total Value of Project: $1,578,763

Dudek prepared the Los Angeles County Metro Area Plan (LAMAP), a comprehensive planning effort for seven community planning areas within the urbanized core of the County of Los Angeles. These seven unincorporated communities include East Los Angeles, East Rancho Dominquez–Victoria, Florence– Firestone, Walnut Park, West Athens–Westmont, West Rancho Dominquez, and Willowbrook. This includes a comprehensive community plan for these areas to serve as the overarching policy document that guides land use and development, paired with an associated Program EIR. The LAMAP is guided by a series of background analyses to inform the development of the policies and programs. Background analyses include existing conditions analysis; community profiles and atlas, market, and real estate study; mobility and parking study; a gentrification and displacement study; a historic and cultural resources survey; and redevelopment and preservation recommendations. The components of this comprehensive plan include a policy document with implementation programs for addressing land use, public and open space, civic spaces, recreation, mobility, economic development, environmental justice, and climate adaptation and resiliency. In addition to the policies and programs developed through the LAMAP, the plan included in land use maps, zoning maps, and a buildout methodology.

PISMO BEACH GENERAL PLAN UPDATE/ LOCAL COASTAL PROGRAM

Client: City of Pismo Beach
Owner's Project Manager: Brian Schwartz, Principal Planner; 805.934.5760; brian@urbanplanningconcepts.com
Total Value of Project: $655,587

Dudek worked collaboratively with City staff to update the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and Local Coastal Program (LCP) for the City of Pismo Beach. Dudek reviewed the existing general plan and worked with the City and community members to determine an appropriate vision for the general plan. Dudek staff then collected applicable background data and consolidated it into user-friendly, graphic fact sheets to guide the elements and quickly communicate the key issues and opportunities to the public. Dudek prepared goals, policies, and programs to create a general plan that proactively responds to state law, climate change, and the desires of the community to retain a smalltown atmosphere. Dudek also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.



RIALTO CLIMATE ADAPTATION PLAN

Client: City of Rialto
Owner's Project Manager: Paul Gonzales, Community Development Manager, 909.421.7240; pgonzales@rialtoca.gov
Total Value of Project: $307,607

In support of development of the City of Rialto Climate Adaptation Plan, Dudek planners developed a scaled-down vulnerability assessment to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in the City of Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek is creating specific equity and climate metrics, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas, to track the implementation of policy. These measures will assist the City of Rialto in evaluating if the plan meets the specific needs of disadvantaged communities in the city. Dudek also developed a capability assessment that reviewed local plans, policies, and programs to evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English capabilities. Dudek supported public outreach and designed presentations, educational posters, and maps to help communicate quickly and simply the climate-related hazards facing the city and potential adaptation projects. When designing outreach materials for local residents to vote on, Dudek planners carefully communicated cost, feasibility, and specific vulnerable populations that these measures tend to benefit most. Dudek planners also worked with community members to understand how climate adaptation strategies can be customized to best fit their concerns and values.



4 MOBILITY

CRA PROJECTS

MISSION VALLEY COMMUNITY PLAN UPDATE – MOBILITY ELEMENT & TIS

Client: City of San Diego
Owner's Project Manager: Nancy Graham, 619.236.6891, nhgraham@sandiego.go
Total Value of Project: $560,000

Chen Ryan Associates, Inc. (CRA) prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilization, as well as innovative mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives.

AS-NEEDED TRANSPORTATION ENGINEERING SERVICES FOR THE PLANNING DEPARTMENT

Client: City of San Diego
Owner's Project Manager: Samir Hajjiri, 619.533.6551, shajjiri@sandiego.gov
Total Value of Project: $2,050,000

Working closely with City staff, CRA has provided transportation engineering and mobility planning services on community-wide efforts, corridor projects and site-specific assessments. We evaluated transportation operations for projects of varying sizes and environments, using both standard and advanced techniques. We developed multimodal analysis procedures which are utilized on all long-range planning efforts. We assisted the City in the development of new parking policies intended to alleviate parking-related cost burdens encountered by multifamily residential developers within transit priority areas. At the core of our approach to each task order is an emphasis on multimodal mobility – ensuring that each mode is considered, evaluated, and planned for.

INTERSECTING METRICS PROJECTS

MORENA BOULEVARD MASTER PLAN, SAN DIEGO, CA

Client: City of San Diego
Owner's Project Manager: Claudia Brizuela; 619.236.6578; cbrizuela@sandiego.gov
Total Value of Project: $95,000



Intersecting Metrics Staff were responsible for developing alternatives that create a multimodal corridor while leveraging two planned Mid-Coast Trolley stations, an existing Green Line Trolley station, and intensified Transit Oriented Development. Existing and future traffic volumes were analyzed, leading to a recommended road diet along two-miles of Morena Boulevard which provided for a two-way cycle track adjacent to the rail corridor, greatly limiting bicycle-vehicle conflicts and improving transit access. A series of intersection curb extensions, high visibility crosswalks, lead pedestrian and bicycle intervals and additional bicycle facilities further supported active transportation access to transit and mobility throughout the community. Our staff also prepared the accompanying traffic impact analysis for the Preferred Plan and two alternatives with varying land use intensities.

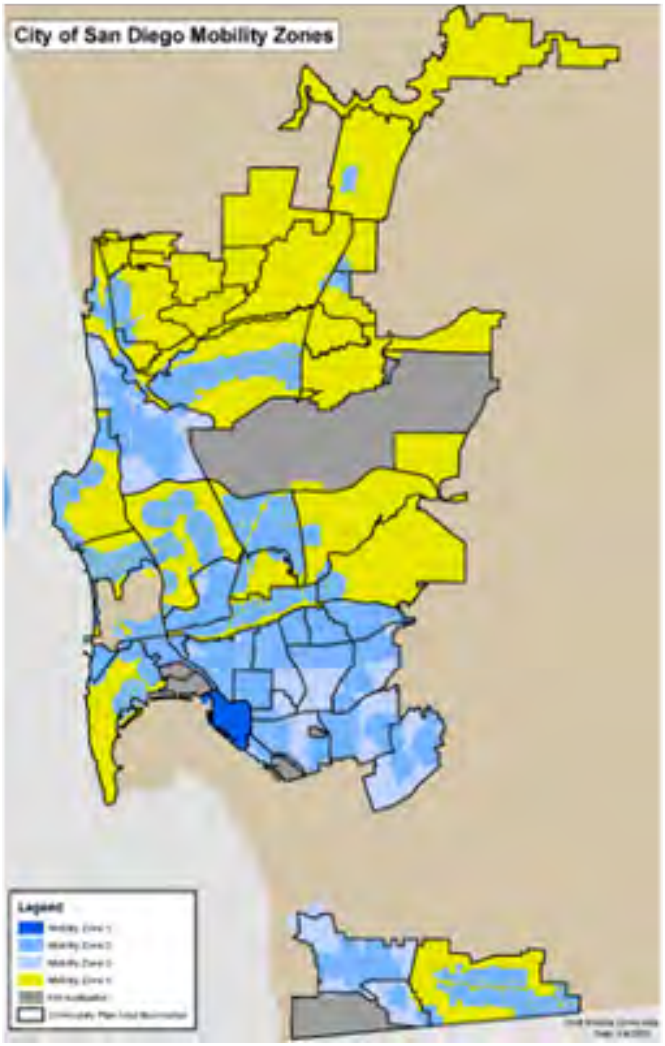
ACTIVE TRANSPORTATION IN-LIEU FEE

Client: City of San Diego
Owner's Project Manager: Heidi Vonblum; 619.446.5363; VonblumH@sandiego.gov
Total Value of Project: $90,000

Staff worked with the City of San Diego to develop a fee program designed to mitigate VMT related impacts within the City. The Fee Program takes a standards-based approach, where fees are calculated based on the unit cost to reduce one mile of travel within the City, and the excess VMT a development will generate.

The cost to reduce one mile of vehicular travel within the City was derived by evaluating a sampling of the VMT reducing infrastructure projects (bike, pedestrian & transit), within key parts of the City. The cost to implement the sample infrastructure projects was divided by the VMT that would be reduced by implementing the sample projects. This ratio identified the cost to reduce a mile of travel within the City (unit cost). The ATLIF then uses the unit cost as a credit that a development can buy to reduce the overall VMT generated within the City. The development can then use those net VMT reductions as mitigation for their impacts.

The ATILF Nexus Study established that the unit cost to reduce one mile of travel within the City of San Diego is $1,400. The Nexus, prepared by EFS Engineering, for this program can be found here. A unit cost memo that details methods and assumptions used in developing the unit cost, authored by Stephen Cook, is provided as Attachment A of the Nexus Study. The City of San Diego's ATILF Program was adopted in November 2020.





5 ECONOMIC ANALYSIS

KMA PROJECTS

MIRA MESA & UNIVERSITY COMMUNITY PLAN UPDATES (CPUS)

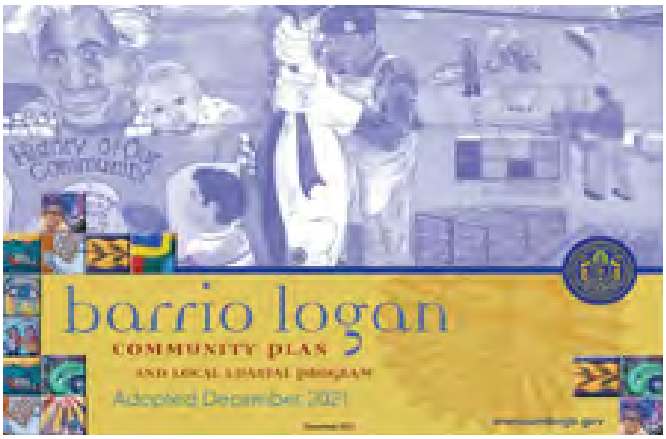
Client: City of San Diego
Owner's Project Manager: Coby Tomlins; 619.533.4549; CTomlins@sandiego.gov
Total Value of Project: $75,000

KMA conducted a market and economic assessment for major land uses within these two community plan areas (CPAs). KMA's assignment involved identification of assets and constraints affecting employment and retail development potential, itemizing near-term and long-term development opportunities for the CPAs, and financial feasibility analyses for a variation of development prototypes. KMA also provided a qualitative assessment of potential impacts resulting from the introduction of residential uses (employee housing) within or adjacent to prime industrial areas. KMA also recently completed a financial feasibility study related to increasing the inclusionary housing requirement on new residential development within the University CPA.

BARRIO LOGAN COMMUNITY PLAN UPDATE (CPU)

Client: City of San Diego
Owner's Project Manager: Tait Galloway, Deputy Director; 619.533.4550; TGalloway@sandiego.gov
Total Value of Project: $19,500

KMA prepared a socioeconomic and housing analysis in support of the City of San Diego's affordable housing and residential tenant protection and assistance procedures for the Barrio Logan Community Plan Update (BLCPU). The KMA findings were used to conclude that there is a disproportionate housing need in the Barrio Logan CPA, thus creating a policy that would require a higher percentage of inclusionary affordable housing units for certain areas within the CPA. Although the BLCPU provided a path for increased housing opportunities, existing previously conforming use regulations allowed incompatible uses to continue in perpetuity. KMA was retained by the City to prepare an economic analysis to determine whether 15 years is



a sufficient period. The KMA analysis concluded that it is economically viable for incompatible previously conforming uses to transition to an allowable use within 15 years. These studies aided in the goals of the City's current Housing Action Package 2.0, which aims to create more new homes near transit, provide protections to existing residents, increase the supply of land available for new homes and incentivize new home opportunities in all communities that San Diegans of all income levels can afford.

COMPLETE COMMUNITIES – HOUSING SOLUTIONS PROGRAM

Client: City of San Diego
Owner's Project Manager: Brian Schoenfisch; 619.533.6457; Bschoenfisch@sandiego.gov
Total Value of Project: $91,000

In 2019-2020, KMA also assisted the City with analyzing the financial feasibility of increased housing density within the City's Sustainable Development Areas (SDAs) as part



of the proposed Complete Communities Housing Solutions Program (Program). This work involved financial feasibility pro forma analyses evaluating six test sites/development prototypes, ranging in density, unit mix, construction type and costs, and market rents, and 11 affordability requirements. Based on the findings from this extensive feasibility modeling, KMA recommended which scenarios were most viable and likely to stimulate accelerated housing development. Since the Program's inception in December 2020, the City has issued a total of 22 building permits, creating 1,600 homes, including 280 affordable homes.

PRO FORMA ADVISORS LLC PROJECTS

GRANTVILLE COMMUNITY PLAN UPDATE

Client: City of San Diego
Owner's Project Manager: Toni Dillon, 619.533.6339; tdillon@sandiego.gov
Total Value of Project: $80,000

Partners from Pro Forma Advisors worked on the market overview for the Grantville Redevelopment Project Subarea A. The work focused on providing the planning team an understanding of market dynamics that would impact the conversion of industrial to a different land use. The project area's location in central San Diego with excellent freeway access, access to public transit, and adjacencies to the San Diego River all played an important role when considering demand for future office, industrial, retail, and residential development.

INCENTIVE ZONING ANALYSIS FOR NORTH PARK, UPTOWN, AND GREATER GOLDEN HILL COMMUNITY PLAN AREAS

Client: City of San Diego
Owner's Project Manager: Toni Dillon, 619.533.6339; tdillon@sandiego.gov
Total Value of Project: $50,000

As part of the community plan updates for the North Park, Uptown, and Greater Hill areas, Partners from Pro Forma led a study to structure an incentive zoning program policy. Incentive zoning is a broad regulatory framework for encouraging and stimulating development that provides a desired public benefit. An incentive zoning policy is implemented on top of existing development regulations and offers developers regulatory allowances in exchange for public benefits. It can incorporate one or several incentives including, but not limited to, density bonuses, flexible development regulations, parking reductions, fee waivers or reductions, and permitting priority. For the purposes of the assignment, the public benefit desired for the communities in exchange for zoning

incentives were limited to the delivery of urban open space (e.g. mini-parks, pocket parks or plazas), which was identified during the community plan update process.



6 URBAN DESIGN

SUCCESSFUL PROJECTS FOR THE CITY

MIRA MESA COMMUNITY PLAN UPDATE

Client: City of San Diego
Owner's Project Manager: Alex Frost, Senior Planner, Planning Department, 619.236.6006; afrost@sandiego.gov
Total Value of Project: $650,345



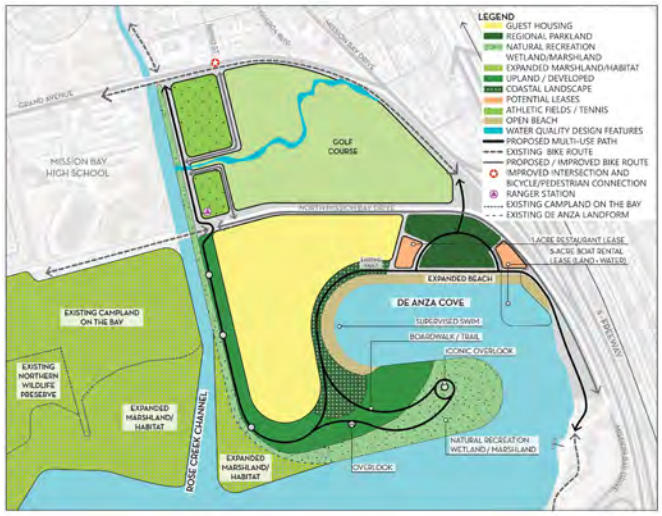
Dudek assisted the City in preparing the comprehensive update to the Mira Mesa community plan. At 10,500 acres, 75,000 residents, and 85,000 jobs, Mira Mesa is the largest and most populous of San Diego's 50 community plan areas. Dudek is working closely with the City to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies. Dudek conducted urban design studies to help envision the repositioning of industrial business parks and retail strip malls as new mixed-use, transit-adjacent urban villages.



The studies have tested and illustrated new approaches to land use and mobility and have assisted in educating and informing the Mira Mesa Community Planning Group (CPG) and the public on how good urban design can be used to improve the quality of the public realm. Dudek is also preparing overall goals and policies for the plan, as well as supplemental development regulations for eight targeted urban villages as part of the City's Community Plan Implementation Overlay Zone. Dudek also prepared assisted in the preparation of the the program EIR and supporting technical studies for this community plan update.

DE ANZA COVE AMENDMENT TO THE MBPMP

Client: City of San Diego
Owner's Project Manager: Alyssa Muto, Deputy Director of Environment and Mobility Planning, 619.533.3796; amuto@sandiego.gov
Total Value of Project: $619, 000 (part of $ 1,625,000 As-Needed Environmental Planning Contract)



Through our as-needed contract with the Planning Department, Dudek's urban design team provided policy guidance, preliminary site planning and graphics support for the plan amendment effort De Anza Cove Area, located in Mission Bay. The project requires a plan amendment to the Mission Bay Park Master Plan, which is as a comprehensive planning document to guide development throughout Mission Bay. The plan amendment includes

recommendations and policies pertaining to the project area to serve regional recreation needs, including guest housing (recreational vehicles and other low-cost camping facilities); park water quality improvements, including creating additional wetlands; hydrologic improvements to safeguard the viability of marsh areas; a waterfront trail, viewing areas, and other passive recreational features to enhance public use of the area; verification that leaseholds support Mission Bay recreation use; improvement of access to recreational uses; and improvement to play areas for regional recreational needs.

CITYTHINKERS PROJECTS

UNIVERSITY COMMUNITY PLAN

Client: City of San Diego
Owner's Project Manager: Nancy Graham, Development Project Manager; 619.236.6891; NHGraham@sandiego.gov
Total Value of Project: $100,000



Our subconsultant partner, Citythinkers, assisted city staff in updating the 1987 University Community Plan (for areas generally surrounding UCSD). They developed an urban design vision for three station areas associated with the newly opened Mid-Coast Blue Line Trolley. In addition, they led community presentations, meetings and workshops focused on urban design opportunities in the community's focused growth areas. Citythinkers also developed maps, diagrams, 3D renderings, and visualizations for use in community engagement and online surveys. They developed six prototypes for site testing and feasibility analysis in conjunction with Keyser Marston Associates.

COLLEGE AREA COMMUNITY PLAN

Client: City of San Diego
Owner's Project Manager: Nathen Causman, Senior Planner;619.236.7225; ncausman@sandiego.gov
Total Value of Project: $55,000

Our subconsultant partner, Citythinkers, assisted city staff in updating the 1989 College Area Community Plan (generally including areas surrounding SDSU). They produced a Building Typology and Development Feasibility Report in conjunction with London Moeder, Economic Consultants. They also led community presentations, meetings and workshops focused on urban design opportunities in the community's corridors and nodes. Citythinkers were also tasked with developing maps, diagrams, 3D renderings, and visualizations for use in community engagement and online surveys.

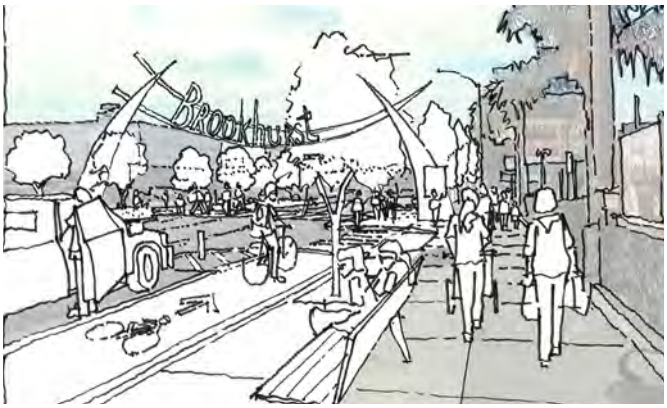




SUCCESSFUL PROJECTS FOR OTHER JURISDICTIONS

BROOKHURST CORRIDOR LITTLE ARABIA PLAN, CITY OF ANAHEIM

Client: City of Anaheim
Reference: Sergio Ramirez, Director Economic Development; sramirez@anaheim.net; 714.765.4627
Contract Amount: $199,450

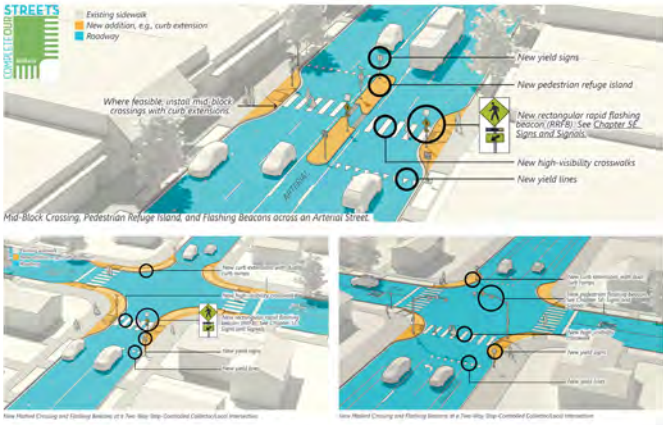


Dudek prepared the Brookhurst Corridor Study for the City of Anaheim for the 3.5 miles of Brookhurst Street in West Anaheim. Host to an eclectic, multicultural mix of businesses, it is also home to "Little Arabia," the first cultural district of Arab businesses officially designated by a city in the United States. Little Arabia is an ethno-cultural hub of local, regional, and national significance; since the 1980s, it has grown organically into a thriving destination for food, clothing, and other specialty products. Dudek is conducting technical analysis, visioning, and outreach/engagement to provide a dual set of recommendations—first to recommend the appropriate extents and type of district designation alongside a regulatory framework to formalize the designation of Little Arabia adopted by City Council, and second to recommend a set of comprehensive urban design interventions and improvements that will improve the entire corridor, Little Arabia included, for residents, visitors, property owners, and businesses. This second set of recommendations will address land use regulations, public improvements, funding, branding, marketing, and other areas of intervention that will be instrumental sustaining the long-term success of the corridor and experience of its users. For more information, visit www.anaheim.net/Brookhurst.



BURBANK CITYWIDE COMPLETE STREETS PLAN

Client: City of Burbank
Reference: Scott Plambaeck, Planning Manager, Community Development Department; 818.238.5250; splambaeck@burbankca.gov
Contract Amount: $527,848



Dudek prepared the City of Burbank's Citywide Complete Streets Plan. With an emphasis on urban design and the City's built form, the plan analyzed the entire City-street network and proposed improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, individuals with disabilities, electric scooters, rideshare users, transit users, and automobile users. The plan placed a special emphasis on highlighting the interplay between the public realm and built form and its importance to successful and welcoming places. Connectivity within Burbank's urban core, disadvantaged communities, transit districts, and neighborhood schools was prioritized. The plan identified future goals and policies, cataloged existing street infrastructure conditions, identified new infrastructure standards, and developed design guidelines and an implementation plan for future complete streets projects in the City of Burbank.

The plan's recommendations emerged from comprehensive public engagement and was primarily conducted outdoors in the City's streets and parks. The plan recognized that community input can and should be more transparent and active by "taking it to the streets" where people work, play, and naturally gather—at parks, farmer's markets, art festivals, and guided walking and biking tours. This approach was reinforced by the fact that the plan focused on how to improve the City's streets, which made outdoor public events even more relevant and input more informed.

AWARD WINNING PLAN
2021 American Planning Association,
Los Angeles Chapter Award of Merit
in Transportation Planning

AWARD WINNING PLAN
2021 American Society of Landscape Architects (ASLA),
Southern California Chapter Merit
Award in Analysis & Planning

Engaging people within their environments led to far more lasting impressions and insights than what a traditional PowerPoint presentation could have accomplished. Participants were able to make real-time observations with the help of temporarily installed demonstration projects, and were able to learn first-hand and compare the functionality of different street improvements. Building on this on-street tactical urbanism, the project team provided other hands-on and sensory tools to appeal to a wider audience across ages and interests, from graffiti walls to a photo booth and "design your ideal street" game (a community favorite). Off-street, the project team managed a multilingual project website (www.CompleteOurStreets.com), hosted public workshops, and conducted focused interviews with key stakeholders.

WESTERN AVENUE CORRIDOR VISION PLAN, MIXED-USE OVERLAY DISTRICT, AND EIR

Client: City of Rancho Palos Verdes
Reference: Octavio Silva, Deputy Director, Community Development; 310.544.5234; Octavios@rpvca.gov
Contract Amount: $675,900



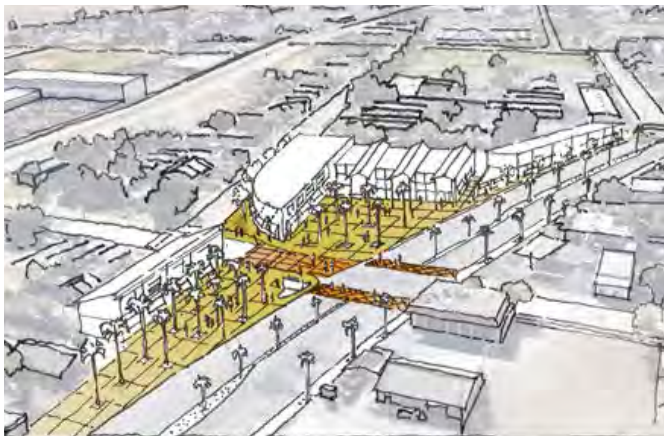
Stemming from work conducted by Dudek's key personnel to develop a vision and implementation strategy for the revitalization of Western Avenue, Dudek is now currently assisting the City of Rancho Palos Verdes in developing a Mixed-Use Overlay District for select parcels along Western Avenue, the City's primary commercial corridor. An identified program of the City's Housing Element update, the overlay district will enable the City to accommodate its Regional Housing Needs Assessment requirement for the 2021–2029 cycle while providing current and future residents access to a diverse array of housing options and commercial destinations. Dudek is testing the physical feasibility of a variety of mixed-use building typologies while considering unique sightline and topographical constraints specific to the peninsula. To retrofit a predominately auto-oriented strip commercial corridor, the overlay district provides new objective design and development standards to facilitate the success of vibrant, walkable, and mixed-use districts. Dudek is also coordinating the outreach and engagement process, aimed at communicating the relationship between the overlay district and the Housing Element update to educate the community on the benefits of mixed-use development. In addition, Dudek is preparing the Environmental Impact Report (EIR) and supporting technical studies for the overlay district.



SOUTH COLTON LIVABLE CORRIDOR PLAN

Client: City of Colton and Southern California Association of Governments
Reference: Mark Tomich, Director, Community Development; 909.370.5079; mtomich@ci.colton.ca.us
Contract Amount: $159,954

Dudek provided urban design, land use planning, market analysis, and community outreach services in support of the South Colton Livable Corridor Plan. South Colton is a proud Latino neighborhood and mixed residential industrial neighborhood adjacent to downtown Colton but separated by a rail corridor. Long disinvested, yet resilient, residents with few resources have used a do-it-yourself approach to neighborhood design combined with their imagination and resourcefulness to alter landscapes in ways that are intimate in scale and personal in nature—e.g., cacti planted in a parkway, a makeshift street basketball hoop, a hand-painted sandwich board, among other interventions. The South Colton Livable Corridor Plan strengthens these grassroots tactical urbanism approaches and provides policies and guidelines as a regulatory framework for formalizing complete streets, creating amenities, inviting mixed-activity investment, and new housing. A critical goal of the project was to proactively engage traditionally underserved groups, such as women, the elderly, youth, immigrants, and Black and Brown communities. Outreach activities began with door-to-door flyer distribution in advance of events that involved storytelling, modelbuilding, neighborhoodwalking, and artmaking at grocery stores, schools, parks, and other neighborhood places.



APA Inland Empire Chapter Award of Merit in Urban Design 2020







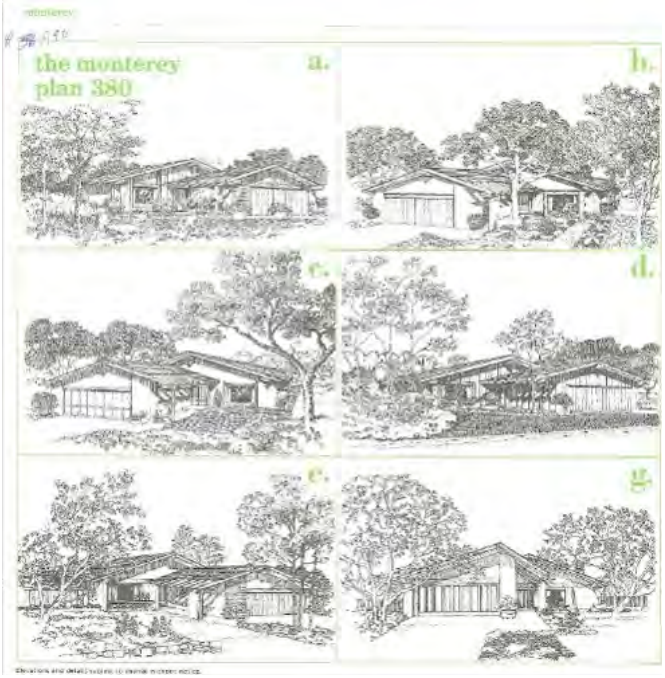


7 HISTORIC PRESERVATION

SUCCESSFUL PROJECTS FOR THE CITY

MIRA MESA COMMUNITY PLAN AREA HISTORIC CONTEXT STATEMENT AND FOCUSED RECONNAISSANCE SURVEY

Client: City of San Diego
Owner's Project Manager: Bernard Turgeon, Senior Planner, 619.533.6575, bturgeon@sandiego.gov
Total Value of Project: $42,620



Dudek prepared a historic context statement identifying the historical themes and associated property types important to the development of Mira Mesa, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the Mira Mesa CPA. This study was completed as part of the comprehensive update to the Mira Mesa CPA and Programmatic Environmental Impact Report. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between 1969 and 1990.

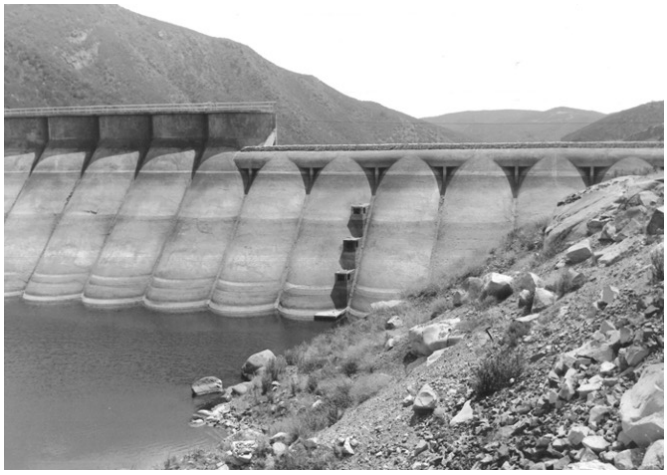
UNIVERSITY COMMUNITY PLAN AREA HISTORIC CONTEXT STATEMENT AND FOCUSED RECONNAISSANCE SURVEY, CITY OF SAN DIEGO

Client: City of San Diego
Reference: Bernard Turgeon, Senior Planner, 619.533.6575, bturgeon@sandiego.gov
Contract Amount: $42,620

Dudek prepared a historic context statement identifying the historical themes and associated property types important to the development of the University CPA, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the University CPA. This study was completed as part of the comprehensive update to the University CPA and Programmatic Environmental Impact Report. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between the 1960s and 1990s.

CITY OF SAN DIEGO SOURCE WATER SYSTEM HISTORIC CONTEXT STATEMENT, CITY OF SAN DIEGO

Client: City of San Diego
Reference: Tiffany Smith, Senior Planner, Public Utilities Department 858.614.5714, smithTJ@sandiego.gov
Contract Amount: $86,660



Dudek completed a survey and historic context statement for the City's surface water storage system, including 10 dam complexes and the Dulzura Conduit. Dudek also prepared detailed impacts assessments for proposed modification to dams, as required by the Department of Safety of Dams. The project involved the evaluation of 10 dam complexes and a conduit for historical significance in consideration of NRHP, CRHR, and City of San Diego designation criteria and integrity requirements. The evaluations required extensive archival research and pedestrian surveys of each property. The document provided essential information for historic preservation planning and helped the City establish preservation priorities and maintenance plans based on historical significance.

SUCCESSFUL PROJECTS FOR OTHER JURISDICTIONS

LOS ANGELES COUNTY METRO AREA PLAN PROJECT HISTORIC CONTEXT STATEMENT

Client: Los Angeles County Planning Department
Owner's Project Manager: Patricia Hachiya, Supervising Planner; 213.974.6316; phachiya@planning.lacounty.gov
Total Value of Project: $122,720

Dudek was retained by the County of Los Angeles Department of Regional Planning to prepare a Historic Context Statement in support of the larger area plan project. The goal of the Historic Context Statement component was to inform, enhance, and streamline the larger project as it pertains to historical resources. The communities included within the Historic Context Statement included East Los Angeles, East Rancho Dominguez, Florence-Firestone, Walnut Park, West Athens-Westmont, West Rancho Dominguez Victoria, and Willowbrook. The Historic Context Statement documented the development history of the communities from the rancho period to the present; identified important themes, events, and patterns of development; and described the different property types, styles, builders, and architects associated with these important periods and themes. The document also provided registration requirements and recommendations for future study/action by the County of Los Angeles to facilitate and streamline the historic preservation program.



8 PUBLIC FACILITIES

D-MAX PROJECTS

AS-NEEDED STORMWATER SERVICES

Client: City of San Diego
Owner's Project Manager: Alex Gostomelskiy; 858.541.4337; aleksandrg@sandiego.gov
Total Value of Project: $500,000 (yearly)



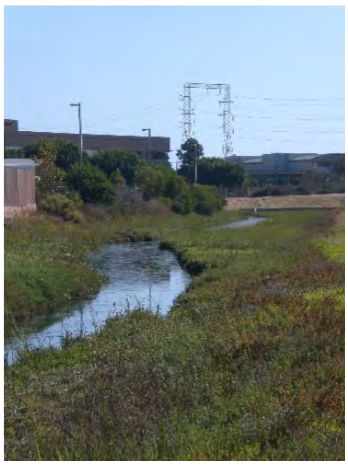
D-MAX aided in the completion of environmental and hydraulic analyses of drainage channels in the City to obtain regulatory permits for channel maintenance. The modeling uses HEC-RAS and is based on analysis of as-built drawings and LIDAR data. D-MAX has also developed several detailed CAD models of open channel drainage facilities throughout the City. Following proposed designs, removal and repair quantities along recommendations for maintenance activities were incorporated into a City-wide maintenance plan.

D-MAX helped develop program standards and an EIR for the City's offsite alternative compliance program for development projects. We also drafted templates for estimating design, permitting, construction, and operation and maintenance costs for retention, biofiltration, and flow-thru BMPs.

D-MAX helped complete field evaluations of thousands of City outfalls to assess their potential for erosion and their structural conditions and uploaded these findings into a GIS data base. We completed BMP cost estimation, hydrologic and hydraulic modeling, and field evaluations of drainage infrastructure for the Los Peñasquitos Watershed Master Plan. Load reduction approaches identified in the plan reduced estimated TMDL compliance costs by over $100 million. We are currently performing flood control reviews of Letter of Map Revision and Conditional Letter of Map Revision (LOMR/CLOMR) applications submitted by private developments for acceptance by FEMA to assure compliance with FEMA floodplain and floodway requirements. D-MAX recently completed the preparation of one-dimensional and two-dimensional hydraulic analysis of the Mission Bay watershed using PCSWMM to identify areas of flooding and potential locations for regional BMPs as well as cost estimates and project prioritization scoring system for proposed improvements.

STORM WATER AND SANITARY SEWER MANAGEMENT SERVICES

Client: City of National City
Owner's Project Manager: Stephen Manganiello; 619.336.4583; publicworks@nationalcityca.gov
Total Value of Project: $5,000,000



D-MAX performed a hydraulic and hydrologic evaluation of the Paradise Creek LID Project in the City of National City. The project involved removing the concrete lining from a section of drainage channel, vegetating and stabilizing the channel, and installing LID features at various upstream intersections. The hydraulic analysis was completed using the U.S. Army Corps of Engineers' HEC-RAS software to create a model of the open channel and simulate channel flows corresponding to various flood events. The hydrologic analysis was performed using the development plans and a preliminary hydrology study using USEPA Storm Water Management Model (SWMM) to simulate specified rainfall events for the drainage area, compute the runoff, and route it through the modeled storm water facilities. This analysis was part of an effort to rehabilitate the hardened channel, returning it to a natural vegetated channel and served as a way to help select long term erosion prevention measures

to implement in the channel. D-MAX also has performed hydrologic modeling of BMPs for the City's A Avenue green street project using SWMM to assess volume capture and pollutant removal. D-MAX reviews all Water Quality Management Plans (SWQMPs/WQTRs) submitted to the City for compliance with the City' BMP Design Manual. We have also reviewed historical water quality plans to prepare and update the City's treatment control BMP inventory and have led training sessions on program requirements and LID for City staff. D-MAX provides plan check services for grading plans submitted to the City by private applicants. Our staff provided BMP conceptual design and hydrologic modeling for the "A" Avenue Green Street Project, the Kimball Park LID and Paradise Creek Restoration Project, and the Sweetwater River Park Bioretention Project, which were all selected for grant funding.

STORMWATER SERVICES

Client: City of La Mesa
Owner's Project Manager: Joe Kuhn; 619.667.1340; jkuhn@cityoflamesa.us
Total Value of Project: $2,300,000



D-MAX has reviewed Water Quality Management Plans for the City of La Mesa to ensure compliance with current requirements, as well as reviewed historical plans to prepare and resolve the treatment control BMP inventory. We completed the 2010 BMP manual updates and have also led training sessions on post-construction BMP requirements and LID for City staff.

D-MAX completed BMP conceptual design and prepared monitoring and assessment plans for the City's University Avenue Green Street project, for which D-MAX also prepared the successful grant application. The project includes converting medians in a major roadway into bioretention features and redesigning drainage to direct runoff from curb gutters at the edges of the street to the retrofitted medians. D-MAX completed BMP conceptual design and prepared monitoring and assessment plans for the project. D- MAX also completed wet weather monitoring of the completed BMPs. Monitoring data was combined with SWMM hydrologic model that D-MAX developed to estimate load reductions and storm water capture for the project. D-MAX performed a hydraulic analysis of a portion of the Alvarado Channel along Fletcher Parkway; a concrete-lined channel being converted to a natural waterway. The hydraulic analysis was completed using the U.S. Army Corps of Engineers' HEC-RAS software to create a model of the open channel. The analysis was focused on using the software to simulate channel flows corresponding to the 2-year, 5-year, 10-year, 50-year, and 100-year flood events in the channel to determine the expected flow velocity and shear stresses in the channel. This analysis was part of an effort to rehabilitate the hardened channel, returning it to a natural vegetated channel and served as a way to help select long term erosion prevention measures to implement in the channel.

POWAY STORMWATER SERVICES

Client: City of Poway
Owner's Project Manager: Sara Trunzo; 858.668.4622; STrunzo@poway.org
Total Value of Project: $60,000 (yearly)

D-MAX has reviewed WQTRs for the City of Poway, including the review of all historical post-construction BMP plans on a short timeline in response to a Regional Board request and met with Regional Board staff to discuss the results. In preparation for the Statewide Trash Amendment requirements, D-MAX performed an analysis of the two compliance approaches for the City of Poway based on GIS



analysis, literature review, and interviews with City staff. A unique feature of the approach for Poway is an evaluation of the potential to retrofit existing regional detention basins for use as trash control BMPs. D-MAX previously worked with the City to retrofit these basins to provide water quality treatment, and they were used as treatment BMPs for new industrial development throughout the South Poway Business Park in the 2000s. Retrofitting these basins has the potential to significantly reduce the need to install and maintain a large number of additional trash BMPs in the upstream industrial and commercial area.

D-MAX has prepared construction SWPPPs for City projects and has completed construction BMP inspections at a sensitive park project. We have also trained City staff on construction BMPs and the requirements of the State Construction General Permit. D-MAX has also completed Industrial General Permit services for the City of Poway since 1999. We prepared industrial SWPPPs for two facilities, the Municipal Yard and the Material Handling Yard, and complete the required monitoring, inspections, and annual reporting. We work closely with City staff to determine the most practical BMP improvements. We have provided IGP compliance guidance to industrial facilities, including preparing and distributing educational materials, and a training presentation to the San Diego Maintenance Superintendents Association.

SANTEE STORMWATER SERVICES

Client: City of Santee
Owner's Project Manager: Carl Schmitz; 619.258.4100 x175; CSchmitz@CityofSanteeCa.gov
Total Value of Project: $320,000

D-MAX has reviewed Water Quality Management Plans (SWQMP/WQTR) for the City of Santee, which included a review of hydromodification applicability. We have attended



meetings with the City and construction engineers to discuss storm water requirements for development. D-MAX prepared a sampling plan, Quality Assurance Project Plan, and Project Assessment and Evaluation Plan for the City's Forester Creek Improvement Project.

We also conducted water quality monitoring at three sites in the creek on a monthly basis for more than three and a half years. This monitoring included a specially designed trash assessment to meet Regional Board requirements and a total dissolved solids (TDS) component analysis to help the City gather more information about potential causes of the chronically elevated TDS readings in the creek. At the end of the project a final report assessing the results of the monitoring was prepared.

D-MAX was recently responsible for Qualified SWPPP Practitioner (QSP) duties for a City road improvement project. Responsibilities included updating the SWPPP to reflect current site conditions, weekly inspections to ensure proper BMP implementation, training onsite personnel, and conducting as-needed inspections before, during and after rain events.



9 URBAN GREENING

SUCCESSFUL PROJECTS FOR THE CITY

OFF-SITE ALTERNATIVE COMPLIANCE PROGRAM

Client: City of San Diego
Owner's Project Manager: Sumer Hasenin, PE, MSCE; Deputy Director; (858) 541-4336 ; SYHasenin@sandiego.gov
Total Value of Project: $136,062

Dudek prepared a Programmatic Environmental Impact Report (PEIR) to evaluate potential environmental impacts for the City's Offsite Storm Water Alternative Compliance Program (Offsite Alternative Compliance Program). The Offsite Alternative Compliance Program is intended to provide the City discretion to allow priority development project (PDP) applicants to transfer onsite obligations to implement pollutant control and hydromodification controls to an offsite project under specific conditions. Key tasks performed by Dudek included: a Benefit-Cost Analysis, credit trading area maps and narratives, integration of meeting(s) with the City Mayor's office to review program recommendations, and coordination with a Technical Advisory Committee. To support the PEIR, Dudek prepared technical studies including in the areas of air quality/ greenhouse gas emissions, biological resources, cultural/ historic resources, paleontological resources, and noise.

MISSION BAY INTEGRATED ENGINEERING ASSESSMENT STUDY

Client: City of San Diego
Owner's Project Manager: Kevin Anub, PE; Associate Civil Engineer; (858) 541-4372; KTAnub@sandiego.gov
Total Value of Project: $148,141

The objectives of this study are to identify and prioritize projects for concept design within the Mission Bay Watershed Management Area to reduce flood risk, improve water quality, restore habitats, provide climate change resiliency, divert stormwater runoff into sanitary sewer systems for reuse, and deliver a Watershed Master Plan (WMP) that can be moved to final design. Dudek specifically reviewed existing habitat and stream restoration areas, developed a watershed evaluation method to identify new opportunities for stream rehabilitation (including modifications of stormwater infrastructure), facilitated information gathering from key stakeholders, developed concept plans for candidate rehabilitation sites, completed a benefit and constraints scoring matrix for each site, estimated costs for construction, and integrated these results in a combined scoring matrix with drainage and water quality improvement projects to provide a prioritized list of potential watershed improvement projects.

CITY OF SAN DIEGO SAN DIEGO PARKS MASTER PLAN

Client: City of San Diego
Owner's Project Manager: Scott Sandel, Landscape Architect and Park Planner, 619-235-5204, SSandel@sandiego.gov
Total Value of Project: $228,860

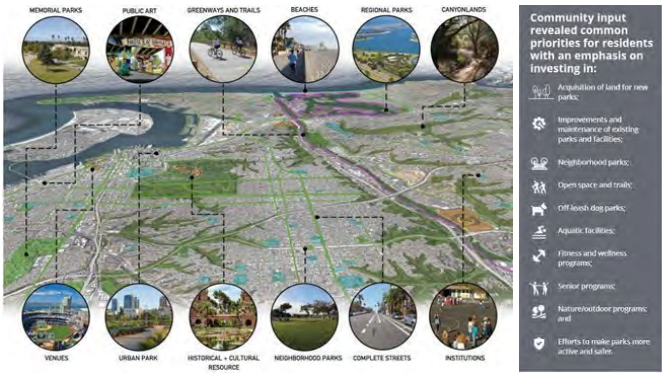
Our subconsultant partner, Spurlock, assisted city staff in developing the San Diego Parks Master Plan (PMP). This was a three-year citywide planning effort to shape the future of parks, recreation facilities and programs for the





next 20 years. In collaboration with the City of San Diego and planning team, Spurlock led the Design & Vision group for the planning project. Evaluation and analysis of current conditions in the parks and recreation system, along with trends influencing recreation needs and interests were explored through a series of tours and public workshops.

The goals of the PMP include guiding acquisition, design, construction and programming; addressing park deficits; identifying new park definitions and park equivalencies; identifying implementation and funding strategies; and promoting parks and recreation facilities connectivity.



HILLCREST FOCUSED PLAN AMENDMENT

Client: City of San Diego
Owner's Project Manager: Shannon Mulderig, Senior Planner, 619-533-3362, SLMulderig@sandiego.gov
Total Value of Project: $81,340

Our subconsultant partner, Spurlock, assisted city staff with the Hillcrest Focused Plan Amendment. The planning area encompasses approximately 350 acres of the Hillcrest and Medical Complex neighborhoods within the Uptown Community. Building on the 2016 Uptown Community Plan, the Focused Plan Amendment addresses housing, mobility, and public spaces that can strengthen the business district and bring neighborhood benefits where needed most. The Focused Plan Amendment will also identify and preserve historical resources and will identify new opportunities to honor and celebrate the community's culture.







Spurlock studied existing conditions of urban form, analyzing streetscapes, open space, and tree canopy. Graphics include sections, 3D digital models, and plans for high-level mobility, urban design, public realm, and open space concepts to convey ideas.

SUCCESSFUL PROJECTS FOR OTHER JURISDICTIONS

CITY OF LA MESA URBAN FOREST MANAGEMENT PLAN

Client: City of La Mesa
Owner's Project Manager: Hilary Ego, Environmental Program; 619.667.1326; hego@cityoflamesa.us
Total Value of Project: $128,533

Dudek developed the City of La Mesa's UFMP document that includes a thorough analysis of all management practices and a LiDAR canopy cover analysis, facilitating a stakeholder working group, interviewing all relevant City staff who impact trees, and analyzing the current status of the urban forest. The goal of the UFMP is to help the City of La Mesa reach canopy cover and greenhouse gas emission reduction goals of their Climate Action Plan. The project is funded through the California Department of Forestry and Fire Protection, and all project objectives will be aimed toward achieving the stated outcomes of the grant project.

LOS ANGELES URBAN FORESTRY MASTER PLAN (UFMP) PRELIMINARY PLANNING AND ROADMAP

Client: County of Los Angeles, Chief Sustainability Office
Owner's Project Manager: Rebecca Ferdman, Sustainability Policy Director, (213) 974-1172, rferdman@cso.lacounty.gov
Total Value of Project: $945,000

Dudek is in the process of completing a comprehensive UFMP for the County. The scope of the project includes an analysis of all County tree management activities, canopy cover analysis for 122 unincorporated communities, inventory of trees in County managed open space, and development of a website. We are analyzing and creating data visualizations for tree management, equity, and spatial data, including urban sustainability metrices. We are working closely with various County departments, stakeholders and community members and coordinating outreach, including interviews, to understand the goals for the UFMP. In addition, our team is focusing on analysis related to biodiversity, climate resilience, and tree ordinances.

COAST HIGHWAY SIDEWALK IMPROVEMENTS

Client: City of Encinitas
Owner's Project Manager: Matt Widelski, Principal Engineer, City of Encinitas Engineering Department, 760.633.2862, mwidelski@encinitasca.gov
Total Value of Project: $100,125



As part of our as-needed engineering services contract with the City of Encinitas, Dudek provided an expedited design to complete the last missing section of sidewalk along Coast Highway 101 in downtown Encinitas. The project consisted of designing sidewalks, ADA improvements, and parking and landscaping improvements for this congested portion of the City.

Dudek worked with the City of Encinitas, multiple business owners, and stakeholders to develop a design that increased parking, storefront access, and business ADA compliance and that remedied long-standing issues with local stormwater drainage. Historically, this area of Coast Highway 101 experienced ponding issues and insufficient drainage. Dudek developed a design to provide positive drainage away from the street and local businesses while incorporating the County of San Diego's new "Green Streets" design standards. The improvements completed looped pedestrian access along Highway 101, increased parking, and were all well received by local businesses and the community.

PARK DRIVE DRAINAGE IMPROVEMENTS

Client: City of Carlsbad
Owner's Project Manager: Brandon Miles, Associate Engineer, City of Carlsbad Transportation Department, 422.339.2745, brandon.miles@carlsbadca.gov
Total Value of Project: $560,894

The project tasks included addressing retaining wall degradation, slope failures, and drainage issues along Park Drive to alleviate safety concerns as well as reduce recurring maintenance efforts. In addition to standard engineering solutions, the team evaluated bioengineering solutions to improve erosive conditions. An assessment of the groundwater conditions impacting the retaining wall and slope integrity was included in the analysis as well as a hydrologic and hydraulic assessment to better convey runoff away from the slope face. The alternatives analysis included evaluating multiple solutions, documenting the benefits and costs of each scenario including roadway improvements. The final design of the preferred alternative also implemented green street BMPs and pedestrian access improvements. The project is currently in construction.

10 CEQA DOCUMENTS

SUCCESSFUL PROJECTS FOR THE CITY

DE ANZA COVE AMENDMENT TO THE MBPMP PROGRAM EIR

Client: City of San Diego
Owner's Project Manager: Alyssa Muto, Deputy Director of Environment and Mobility Planning, 619.533.3796; amuto@sandiego.gov
Total Value of Project: $619,000 (part of $1,625,000 As-Needed Environmental Planning Contract)

Dudek prepared a program-level EIR and land use planning policy support for the De Anza Cove amendment to the MBPMP, which is a comprehensive planning document that provides a policy framework to guide development throughout Mission Bay. The proposed project includes recommendations and policies pertaining to the project area to serve regional recreation needs, including guest housing (recreational vehicles and other low-cost camping facilities); improvements to the park's water quality, including creating additional wetlands; facilitation of hydrologic improvements to safeguard the viability of marsh areas; addition of a waterfront trail, viewing areas, and other passive recreational features to enhance public use of the area; make sure leaseholds support Mission Bay recreation use; improvement of access to recreational uses; and improvement of play areas for regional recreational needs. Dudek is also assisting the City with recommendations regarding the policy framework to complete the MBPMP amendment.

MIRA MESA COMMUNITY PLAN UPDATE EIR

Client: City of San Diego
Owner's Project Manager: Alex Frost, Senior Planner, Planning Department, 619.236.6006; afrost@sandiego.gov
Total Value of Project: $650,345

Dudek prepared a program EIR and supporting technical studies for the comprehensive update to the Mira Mesa community plan. The project provides a long-range, comprehensive policy framework and vision for growth and development in the Mira Mesa community. The policies further implement the General Plan with respect to the distribution and arrangement of land uses and the local street and transit network; implementation of urban design guidelines; recommendations preserving and enhancing natural open space and historical and cultural resources; and prioritization and provision of public facilities within the Mira Mesa community. Issues areas evaluated included air quality, biology, cultural resources, historic resource, hazards, hydrology, noise, water and traffic.





MUNICIPAL WATERWAYS MAINTENANCE PLAN AND EIR

Client: City of San Diego
Owner's Project Manager: Christine Rothman, Planner; 619.527.3470; crothman@sandiego.gov
Total Value of Project: $158,100

Dudek successfully developed and obtained comprehensive regulatory approval of the municipal waterways maintenance plan (MWMP), allowing proactive and streamlined stormwater facility maintenance and repair throughout the City of San Diego (City). The MWMP details planned maintenance activities, specific facility maintenance locations, biological compensatory mitigation sites, and agency permitting procedures, and includes site-specific facility maintenance plans (FMPs) and/or technical summaries for stormwater conveyance channels, ditches, structures, and basins throughout eight watersheds. To develop the environmental impact report (EIR) and support regulatory permits, Dudek provided technical studies, including in the areas of hydrology and hydraulics, biology, cultural/tribal, historic, paleontological, aesthetic/visual, air quality, greenhouse gas, noise, solid waste, hazards/hazardous materials, and water quality. Dudek also supported the City's strategic outreach communications, including workshops with elected officials, regulatory agencies, and non-governmental organizations. Dudek also assisted the City in successfully securing City-wide, programmatic regulatory permits, including a unanimously approved coastal development permit, Clean Water Act Section 404 regional general permit and Section 401 water quality certification, Lake and Streambed Alteration Agreement, and programmatic Section 7 Endangered Species coverage. The EIR and local, state, and federal permit authorizations allow for a broad base of approvals that provide flexibility to efficiently accommodate the unpredictable and varied nature for stormwater maintenance and repair.



11 CLIMATE RESILIENCE

SAN DIEGO COUNTY WATER AUTHORITY 2023 CLIMATE ACTION PLAN UPDATE

Client: San Diego County Water Authority
Owner's Project Manager: Sean Paver, 858.522.6753; spaver@sdcwa.org
Total Value of Project: $109,846

Dudek prepared an updated Climate Action Plan to meet current protocols and ensure integration with the Water Authority's upcoming Master Plan Update. Tasks included reviewing existing GHG emissions inventory data, developing an updated GHG baseline, establishing forecasted business-as-usual emissions, identifying a GHG emission reductions target and establishing objectives, identifying and evaluating GHG reduction measures that are feasible and effective (GHG reduction and cost-effectiveness), preparing an updated Climate Action Plan document, and integrating CEQA.

The project allows the San Diego County Water Authority to effectively evaluate and prioritize GHG reduction measures and will implement a CEQA streamlining mechanism.

LINCOLN CITY CAP

Client: City of Lincoln City
Owner's Project Manager: Michael Phillips: 541.996.1202; mphillips@lincolncity.org
Total Value of Project: $40,000

This plan will create a climate action plan centering the unique assets and opportunities in Lincoln City to benefit both residents and the tourism-based economy. The methodology begins with community input, including in-depth interviews with diverse interested groups as a starting place for understanding the communities' values and needs from a climate action and resiliency plan. This climate action plan is built on existing plans that were reviewed for current capability, and then new and supporting strategies are designed to create climate pathways linking related strategies. These pathways build on each other and create phases that will focus short-term efforts on unlocking strategies. This plan seeks to position Lincoln City strategically, such that its climate action projects integrate and implement the ambitious Oregon State climate actions and are competitive for funding.

RIALTO CLIMATE ADAPTATION PLAN

Client: City of Rialto
Owner's Project Manager: Dayan Malfavon; 909.820.2525; dmalfavon@rialtoca.gov
Total Value of Project: $255,877

In support of development of the Rialto Climate Adaptation Plan, Dudek planners developed a scaled-down vulnerability assessment to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in the City of Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek is creating specific equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. These measures will assist Rialto in evaluating if the plan meets the specific needs of disadvantaged communities in the city.

Dudek also developed a capability assessment that reviewed local plans, policies, and programs to evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English capabilities. Dudek manages the GIS database for the City and is responsible for data collection and identifying adaptation strategies that use data for implementation and tracking. Dudek is using the Western Riverside Council of Governments and San Bernardino County Transit Authority regional adaptation guidance plan, Resilient IE, to determine which regional policies are applicable to the City of Rialto based on the hazards it faces and existing environmental justice concerns, such as air pollution from heavy truck traffic warehouse distribution centers in the City of Rialto.

Dudek supported public outreach, as well as designed presentations, educational posters, and maps to help quickly and simply communicate the climate-related hazards facing the City and potential adaptation projects. When designing outreach materials for local residents to vote on, Dudek planners carefully communicated cost, feasibility, and specific vulnerable populations these measures tend to most benefit. Dudek planners also worked with community members to understand how climate adaptation strategies can be customized to best fit their concerns and values.

FRESNO CLIMATE ADAPTATION PLAN AND ENVIRONMENTAL JUSTICE ELEMENT

Client: City of Fresno
Owner's Project Manager: Dalton Bennett; 559.621.8039; Dalton.bennett@fresno.gov
Total Value of Project: $634,360



The City of Fresno's Climate Adaptation Plan and Environmental Justice Element are the foundational documents to integrate climate justice and public health into the Fresno General Plan. Dudek provided technical analysis, facilitated a review of all relevant existing planning documents, designed public engagement, and is creating implementation pathways. The Climate Adaptation Plan and Environmental Justice Element took a neighborhood approach, outlining the physical, social, and planning environment of the nine Fresno neighborhoods to define unique needs and identify strategies to increase community resilience through actions such as energy efficiency and incentives for sustainable energy production.

By working in conjunction with staff, Dudek is creating a radically practical plan that outlines the meaningful incremental steps the City should take to prepare for climate change and enhance environmental justice. We are providing relevant planning tools for the next 20 years based on grant availability, anticipated state investment, and private development patterns. Strategies will build upon opportunities to increase electric infrastructure and increase energy efficiency through local incentives.

YOLO COUNTY CLIMATE ACTION AND ADAPTATION PLAN

Client: County of Yolo
Owner's Project Manager: Karen Kawelmacher; 530.666.8150; karen.wraithwall@yolocounty.org
Total Value of Project: $343,180

Dudek is developing a climate action and adaptation plan (CAAP) for Yolo County (County), centered on equity and a "Just Transition" approach. Dudek is conducting extensive multilingual engagement and outreach in all communities throughout the County and has developed strong partnerships with the Community Based Organizations (CBOs), Community Based Partners (CBPs), agencies, agricultural interests, business community, industry, and other interested groups. The CAAP focuses on reducing emissions within the County and presents economic opportunities to sequester carbon as statewide efforts increase.

Our greenhouse gas (GHG) experts are updating the County's GHG inventory with the latest available data and providing projections through 2050. We are preparing a retrospective assessment of progress to date and identifying accessible metrics and benchmarks. In addition, the Dudek team is working with the County to recommend an approach for integrating consumption-based and production-based inventories at a future date as well as means of tracking and reporting progress. The Dudek team is identifying vulnerabilities to climate change and preparing adaptation and resilience strategies as well as preparing an implementation and monitoring plan that is readily adapted over time and integrated with County resource management tools.

BUENA PARK CLIMATE ACTION AND ADAPTATION PLAN

Client: City of Buena Park
Owner's Project Manager: Matt Foulks; 714.562.3500; mfoulkes@buenapkar.com
Total Value of Project: $271,790

Dudek is working with the City of Buena Park to develop its first greenhouse gas emission inventory, forecast future emissions, recommend reduction targets in line with state goals, and propose appropriate reduction measures to meet those targets. The Climate Action and Adaptation Plan (CAAP) will also assess climate risks and provide applicable adaptation measures. As a CEQA-qualified CAAP, the plan will serve as a legally defensible document that future projects can tier from during the CEQA process.

SANDAG RESILIENCE ROADMAP AND REGIONAL ADAPTATION FRAMEWORK

Client: San Diego Association of Governments (SANDAG)
Owner's Project Manager: Jeff Hoyos, 619.699.1932; jeff.hoyos@sandag.org
Total Value of Project: $143,880

As part of an on-call climate resilience contract with SANDAG, Dudek is developing a Resilience Roadmap to supplement statewide resources in the Adaptation Planning Guide, and develop a local framework for creating, implementing, and monitoring resilience plans. Dudek is creating unique planning tools based on the needs and status of adaptation planning in the 18 member jurisdictions. These tools focus on measuring and addressing equity outcomes, creating locally specific metrics and triggers, and developing living strategies and flexible plans that respond and change with hazard events.

SANDAG REGIONAL TRANSPORTATION INFRASTRUCTURE SEA-LEVEL RISE ASSESSMENT AND ADAPTATION GUIDANCE

Client: San Diego Association of Governments (SANDAG)
Owner's Project Manager: Katie Hentrich, 442.339.2623; katie.hentrich@carlsbadca.gov
Total Value of Project: $22,885,595



Many coastal cities in San Diego County are at risk from SLR. Because disruptions to one segment of transportation infrastructure can cause traffic delays and disruption of emergency services to the rest of the system, SANDAG sought to assess SLR risks to the regional transportation system, including roadways, bikeways and trails, and transit routes, and promote coordinated adaptation efforts. Dudek led a team to develop a guidance document that assesses SLR impacts; pilots U.S. Department of Transportation Vulnerability Assessment Scoring Tool (VAST) to understand priorities; documents SLR best planning practices for the San Diego region based on interviews with project managers from local jurisdictions; and presents policies, funding mechanisms, and potential adaptation projects that may be considered to enhance the short- and long-term resilience of the regional transportation system.

Dudek's team modeled two scenarios representing probabilistic SLR projections for the years 2050 and 2100 based on the best available science at the time, the OPC's State of California Sea Level Rise Guidance (2018). Both scenarios were analyzed in conjunction with a 100-year storm event. Coastal engineers then used VAST to further analyze select vulnerable facilities.

Additionally, Dudek organized and facilitated three public workshops to obtain feedback on the guidance document. The first workshop was a scoping meeting hosted by the SANDAG Shoreline Preservation Working Group, and the second and third workshops were prepared to engage local jurisdiction staff and agencies such as the San Diego Regional Airport Authority, Metropolitan Transit System, North County Transit District, and Caltrans. This input was incorporated into the visually appealing, easy-to-navigate guidance document and contributed to an overarching goal to begin a regional dialogue on coastal transportation planning and SLR adaptation. The guidance document relies on figures, tables, photos, and succinct text to communicate findings. The SANDAG Board of Directors approved the guidance document, and findings were incorporated into San Diego Forward: The 2021 Regional Plan, which combines its Regional Transportation Plan, Sustainable Communities Strategy, and Regional Comprehensive Plan.



DUDEK'S TECHNICAL AND MANAGEMENT APPROACH

TECHNICAL APPROACH

San Diego is amid an urban transformation, facilitated by ambitious and forward-looking policy shifts like the elimination of parking minimums in transit priority areas and an emphasis on prohousing planning approaches. As the City transforms, so will its institutional approach to planning, development, and mobility—facilitating change where it is appropriate and regulating where it is not. Although the details of future task orders are not final, we do recognize that successful planning rests on established practices and adherence to the following long-standing principles:

Integrate with and enhance what already exists. All interventions in the built environment must be respectful of the existing context. Improvements, even large and comprehensive ones, are not intended to replace, but rather to build upon, what exists and make it better.

Learn from precedent and past experience. Land use planning, urban design, transportation, and infrastructure are global enterprises based on history, and cities across the globe have found ways to address urban challenges. Some of these efforts are more successful than others, but all of them have lessons to share. It is important to analyze efforts of the past and to apply (or reject) their applicability to local problems.

Emphasize the public realm. The pedestrian environment is the defining experience of cities. Our memories of places are rarely shaped by our windshield views, detached and isolated. They are almost always shaped by immersion and engagement (e.g., walking, eating, shopping, exercising, socializing, and people watching). The setting of these experiences occurs within the public realm, namely streets, plazas, and parks. Successful planning must prioritize and shape the cross-pollination of land uses and the character of the public realm between them.

Stay grounded in the realities of the market. While proposed developments in any plan are conceptual and illustrate community aspirations, they must also be realistic and supported by robust economic analysis. What the market cannot support will never be built, and plans must set realistic expectations of future change. They also need to account for broader economic trends related to changing consumption patterns for retail, housing, and other lifestyle choices, as well as the nature of work and firm location decisions. These trends have significant implications on the ever-evolving role and function of cities.

Uplift the community. When all planning is said and done, if lives do not improve, the entire effort will come to naught. A proactive and transparent public process is what guards against that occurrence and ultimately makes plans successful.

METHODOLOGY

Dudek's approach to planning is generally based on a four-phase work program that is tailored to individual task orders, and the City's needs. Community outreach is woven into each of these phases and is a critical component in shaping plans. Figure 1 presents a diagram of the four-phase process; each phase is described below.

PHASE 1. DISCOVERY AND ANALYSIS

Plans succeed through strong project management, effective community engagement, and sound analytical underpinnings. This phase enables our team to set the project up for success and thoroughly understand what exists in the physical environment and in the expectations of the local community. More specifically, this task includes the following:

(a) Develop work plan, schedule, and project management approach. Prior to kicking off a project, Dudek will work with City staff to refine a work plan; prepare a detailed schedule with clear deadlines, specific action items, and critical path milestones; and implement an agreed-upon project management approach. Dudek provides two points of contact in our principal-in-charge and project manager so that we can always be reached, and projects are continuously moving forward. We use online

file sharing for data storage and co-authoring of documents to make it easy for City staff to send data and review draft deliverables. We typically recommend biweekly meetings with City staff to provide progress updates and solicit input as requested by staff. Importantly, we see ourselves as an extension of staff and will work the way you work to make sure each project flows smoothly from start to finish.

(b) Develop and implement community outreach and information strategy. Public engagement is at the heart of comprehensive planning. Dudek will customize an outreach strategy that is specific to the project and plan area, meets people where they are (e.g., community events, shops, parks, churches, schools), and provides flexibility in both timing and the avenues through which input is gathered. Our goal is to create an equitable, relevant, accessible, and engaging outreach program that empowers and enables participation from all community members throughout the planning process.

(c) Conduct baseline analysis and evaluation. Following mobilization, Dudek will embark on the discovery process. This will involve thoroughly understanding, documenting, and analyzing existing conditions in the plan area across all relevant land use, environmental, demographic, cultural, and regulatory topics. This will include collecting data and documents from the City and other sources, and will include site visits, field surveys, stakeholder coordination, records search, and technical studies. It is important that we do not end this initial period with merely a long list of observations. Rather, we will synthesize a clear set of design and planning principles that the City and stakeholders can agree and act upon in developing and evaluating scenarios created in the later phases of a project.

PHASE 2. ALTERNATIVES

During this stage, Dudek will develop and test alternative future planning scenarios via an iterative process shaped by analysis, City input and public input. These scenarios will be measured and evaluated by how they address and perform against the guiding principles established in Phase 1. This phase is important because cities and regions are facing an unprecedented array of challenges and uncertainties. Unlike traditional planning approaches that begin with forecasting, scenario planning starts with the mindset that we cannot predict the future, but we can better prepare for it. Dudek will work with the City, community members, and stakeholders to consider the various futures the City may face—good, bad, and unexpected—and create policies and programs that are adaptable and effective. So, whether it is seeking resilience in the face of extreme weather, flooding, or drought; embracing disruptive and emerging trends such as automated vehicles; or pursuing greater sustainability in the face of opposing market forces, scenario planning enables communities to create and analyze multiple plausible versions of the future.

PHASE 3. PREFERRED PLAN

In this phase, Dudek will work with the City to refine a preferred plan and assemble it in a format as requested by the City. The plan will be prepared through an iterative process based on community input, consistency with guiding principles, and City direction. The individual plan elements will be refined and developed through multiple review cycles. The preferred plan will reflect considerations, such as, but not limited to:

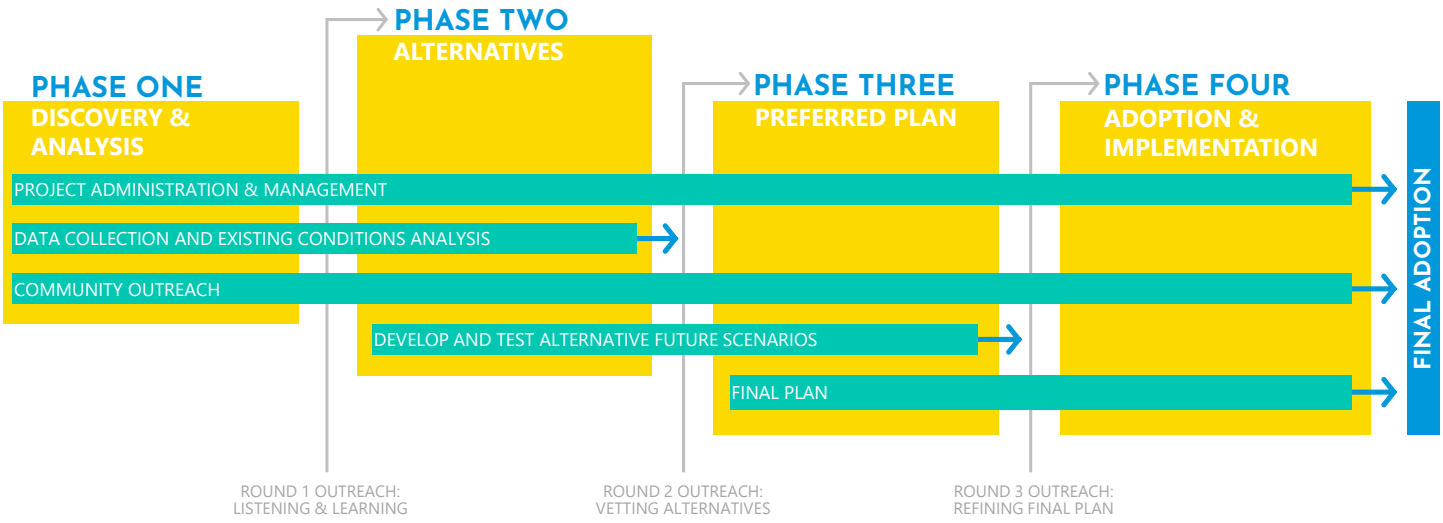
- Community vision and goals
- Minimizing impacts to the community
- City's long-term priorities
- Market feasibility
- Fiscal and financial sustainability
- Practicality of implementation



PHASE 4. ADOPTION AND IMPLEMENTATION

This final phase includes the environmental review, adoption, and implementation process. Often, plans are one step in a series of actions needed to enact change and achieve community visions. From pursuing funding to entitling developments, Dudek is experienced in a broad range of implementation strategies. We will provide options for implementing planning policies, goals, and objectives to ensure an adaptable plan.

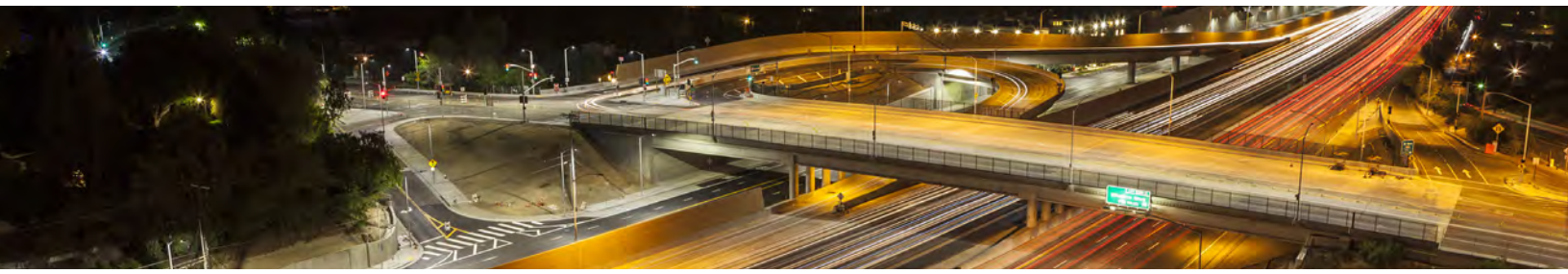
Figure 1. Four-Phase Methodology



Dudek is proposing to provide services for the following eleven Service Categories identified in the RFP:

- Category 1 - Project Administration
- Category 2- Community Outreach and Engagement
- Category 3 - Land Use
- Category 4 - Mobility
- Category 5 - Economic Analysis
- Category 6 - Urban Design
- Category 7 - Historic Preservation
- Category 9 - Urban Greening
- Category 10 - CEQA Documents
- Category 11 - Climate Resilience

On the following pages we provide our team's approach organized by the Service Categories we are proposing on.



1. PROJECT ADMINISTRATION

Dudek understands the importance of a well-managed project team to meet tight schedules and budgets, and efficiently address unanticipated project changes. By clearly tracking and managing multiple concurrent task orders, we can perform projects simultaneously, saving the City time and money.

Ms. Bleier, Dudek's principal-in-charge/contract manager, and our experienced bench of in-house project managers, including Laurie Grover, Elizabeth Dickson, Gaurav Srivastava, Nicole Frank, Nicole Rieger and Carey Fernandes are committed to providing responsive, efficient, and high-quality multidisciplinary planning services to the City. Ms. Bleier will be responsible for overall quality assurance/quality control (QA/QC) and will provide contract management support. She will serve as the City's main point of contact for the overall contract, and has full authority to commit the firm's resources. Ms. Bleier will work with our project managers to assign staff and will oversee each assignment to verify that Dudek and its subconsultant team comply with technical, regulatory, scope, schedule, and budget requirements using the following methods.

Organization. Ms. Bleier will work with our project managers to develop and use individual project work plans for scheduling milestones, staff responsibilities, and budgets for each scope item under every task order. In consultation with City staff, the technical team and subconsultants will be selected based on the type and level of expertise necessary to perform the requested services in a cost-effective manner. Our project managers will work directly with the assigned City project manager and meet weekly with Ms. Bleier to update task status, including preparation of work products, schedule, and budgets. In addition, Ms. Bleier will support project managers to verify that the multiple project requests anticipated under this contract are appropriately staffed at all times and the work remains within the approved budget limits. This organization style involves key City and Dudek staff at the appropriate time during each project to complete tasks on time, on budget, and in accordance with expectations.

Communication. Ms. Bleier and our bench of project managers will develop a management framework tailored to each task order that defines clear lines of communication among consultant team members and City staff, which is key to the successful implementation of concurrent, as-needed services in support of multidisciplinary planning tasks. Our project managers are effective communicators and will provide the City with meeting agendas at least 24 hours prior to the meeting, as well as follow up notes and action items following any meetings. Our team has also prepared several tracking tools in-house to ensure in between meetings that deliverable schedules are being met and that the project is on track. Our in-house tools include the tracking of schedules and responsible parties for each task.



Flexibility. Our project management structure and depth of staff allow us to be responsive to a variety of needs on multiple, concurrent task orders and remain flexible to changing requirements and unforeseen issues.

Applied Knowledge. The proposed management team has long-term project experience and superior technical knowledge of all issues related to as-needed planning services. Dudek's experts are committed to applying the latest, most reliable, and most inventive approaches to solving complex planning problems. Our practitioners seek out multiple forums and avenues to stay abreast of the latest approaches and techniques. Our staff regularly moderate and participate on panels at state and national planning conferences, which address a variety of cutting-edge issues. We are serious about our professional responsibility to learn from our peers and, in turn, share lessons from our own experience. We understand the potential challenges in the regulatory, physical, or local environment; develop effective analyses; and expeditiously prepare well-written documents that clearly communicate appropriate solutions.

Availability and Collaboration. Ms. Bleier is fully available to manage this as-needed contract. Ms.Bleier and our team of project managers are all located locally within driving distance, and available for meetings, as required, with City staff either in-person or virtually. Dudek can also provide the City with effective web conferencing technology and can share screens with City staff to facilitate discussions and minimize in-person meeting costs.

Our management approach for on-call contracting emphasizes the following key elements:

- Senior technical oversight and daily administrative management
- Continuous communication
- Cost and Schedule Control
- QA/QC program
- Virtual Collaboration

SENIOR TECHNICAL OVERSIGHT AND ADMINISTRATIVE MANAGEMENT

Your contract manager/principal in charge, Ms. Bleier, will manage clear communication and cooperation with City staff. Dudek will kick off every individual project with a partnering session. More than a kickoff meeting, the session will be structured with multiple purposes: to understand City expectations and goals; discuss the work plan, schedule, and relevant issues and concerns; review and learn about concurrent and related studies and plans; discuss roles and responsibilities; agree upon a schedule for ongoing meetings; and confirm appropriate contacts.

We use check-in meetings with our project teams to allocate resources properly and according to the City's schedule constraints. When working on several concurrent projects, our principal-in-charge, Asha Bleier, and the project management Dudek team will identify commonalities and areas where information sharing can reduce the time, budget, or work needed to produce deliverables.

CONTINUOUS COMMUNICATION

Ms. Bleier, along with our team's service category project managers Laurie Grover, Elizabeth Dickson, Gaurav Srivastava, Nicole Frank, Nicole Rieger and Carey Fernandes, will place a high priority on a continuous flow of information, data, instructions, and guidance. Our management team will maintain regular communication with the City in the following ways:

- Providing one contract manager/principal-in-charge as the single point of contact for the contract overall.
- Regularly calling or emailing the City's key contact to discuss milestones, activities, and potential issues.
- Holding regular project management meetings with key project staff (including other consultants, as applicable) to coordinate work efforts, monitor task completion, and review budget conformance.
- Providing meeting agendas at least 24 hours in advance of meetings, and providing follow up notes and action items after each meeting.
- Updating, as necessary, the project description, schedule, work progress reports, and inventories of available data so that all team members are aware of information that may affect their work products and schedules.
- Coordinating with City staff at strategic junctures for public input.

COST AND SCHEDULE CONTROL

Ms. Bleier and our project managers will employ our internal computerized project management system to oversee project costs and schedule. Additionally, our management team will use project team meetings to maintain continuous communication and to closely monitor cost and schedule performance. Each project manager will prepare monthly invoices and written progress reports memorandums

detailing progress on deliverables and accounting of all project team staff and subconsultant charges for project tasks in each task order. Each task order will receive its own project number and will be invoiced separately. Invoices and monthly progress reports will be provided to the City in a timely fashion.

DOCUMENT CONTROL

The Dudek team's QA/QC program involves senior staff review of technical documents combined with the services of our technical editors and publications department to produce high-quality documents done right the first time. Our in-house staff review work products for completeness, accuracy, and coordination in accordance with internal QA/QC guidelines.

At the outset of the project, the Dudek team's technical editing group will create a project-specific style guide to maintain consistency of the terms and nomenclature used in project documents. This style guide will be shared with the City to verify that it meets the City's expectations for style and terms. Draft written work products will be subject to a technical editorial review following the agreed-upon style guide and will be formatted by the Dudek team's publications staff.

VIRTUAL COLLABORATION

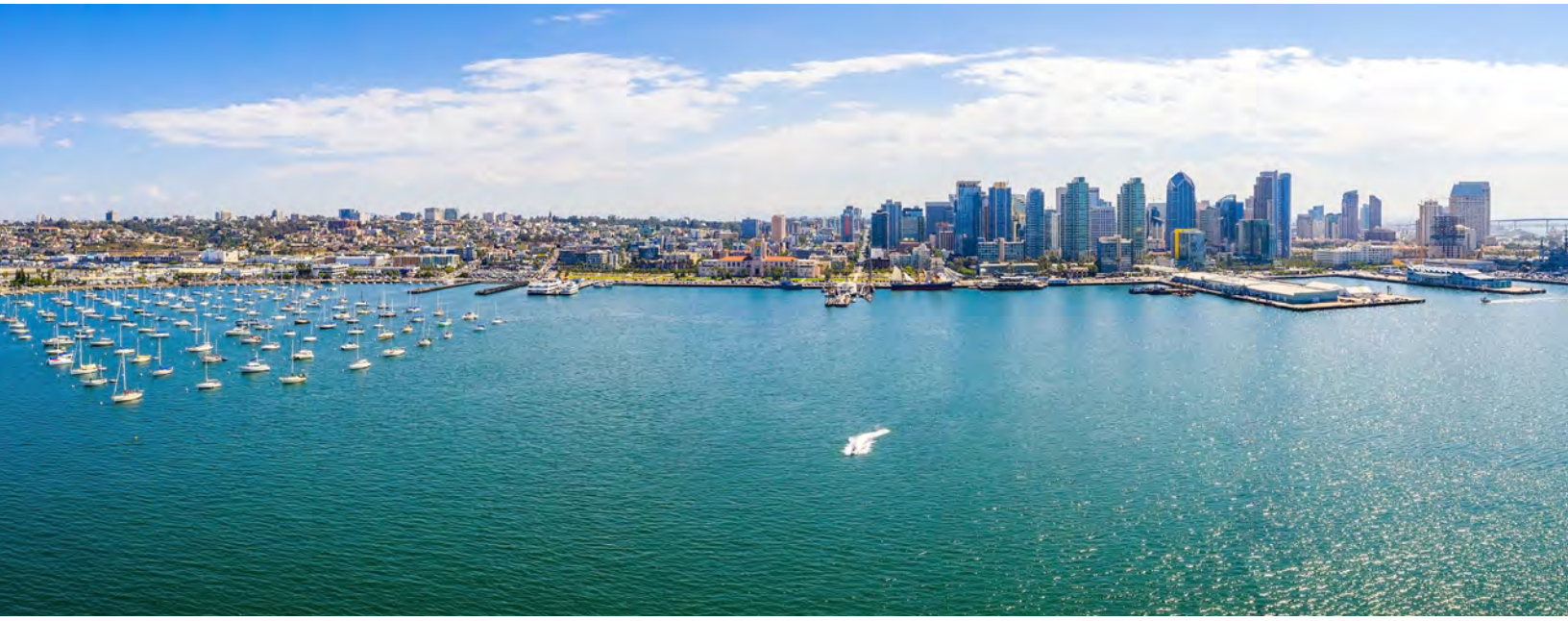
The Dudek team offers a number of tools to facilitate efficient, productive virtual collaboration with the City, including the following:

- File sharing/storage via ShareFile, allowing us to store, share, and exchange files with the City
- Document co-authoring simultaneously through SharePoint via setup of a client portal
- Client web portals custom-built for access via dudek.com and set up according to client and/or project specifications
- Mobile data collection and reporting allowing in-field data capture and quantification solutions that bring results and analysis directly to the City
- Virtual meetings using Zoom or Microsoft Teams to schedule and conduct real-time online (video/audio/web) meetings with the City

SUBCONSULTANTS PARTNERS

To supplement Dudek's in-house project management team, we have partnered with Citythinkers, a planning, urban design, and research-based firm with established relationships with many San Diego communities.

Citythinkers provides a range of multi-disciplinary needs and is a trusted partner of Dudek's. Depending on the task order, Citythinkers can provide management needs in the form of meeting coordination, agendas, logistics, progress reports and overall communications needs for individual task orders.



2. COMMUNITY OUTREACH AND ENGAGEMENT

Dudek strives for innovation and inventiveness in the community outreach and visioning process and utilizes effective tools for facilitating productive design charrettes. We are not just urban designers and planners, but also workshop facilitators skilled at conducting design charrettes, communicating complex planning concepts, and providing context-sensitive and equity-focused engagement efforts. We use iterative approaches, enriched by place-making and imaging tools, to communicate our understanding of the community's needs.

We will support City staff with a wide range of outreach and engagement planning tasks, such as developing engagement timelines, selecting outreach and engagement strategies and techniques, and diligently incorporating best practices from the Citywide Inclusive Public Engagement Guide.

Our team will assist with community organizing tasks, such as promoting public participation events, coordinating and conducting public outreach, identifying stakeholders and potential partnerships, and other supporting strategies to involve community members in City Planning initiatives.

In collaboration with our trusted teaming partners, Imagine Brave Spaces and CityThinkers, we will lead public engagement events and activities tasks (e.g. event space planning and setup, logistics coordination, meeting facilitation and developing engaging and interactive support materials.) We will advise on project communications tasks, such as developing key project messages, brand development, and tailoring stakeholder communication strategies. We will collaborate with staff to conduct stakeholder research and analyses, with a focus on underrepresented groups and communities within a project area. Our team will develop project written and audiovisual material and other informational/promotional collateral, such as videos, flyers, and reports, including engagement plans and engagement summaries.

Dudek's team of graphic artists and web designers are well-equipped to provide all levels of editorial, graphic, web and IT design solutions throughout the project as they relate to the outreach, engagement and communications. We will use the City's preferred graphics, formatting, language and security standards. Our team has provided comprehensive project branding services and web design for several efforts throughout Southern California.

Additionally, our team understands that a plan's success hinges on an effective, intentional, and inclusive public process. We believe outreach is most effective when conducted from the ground up and built on existing and established social networks within communities. We leverage stakeholders and community groups as partners to reach local audiences. We also invest time to listen to community members and empower the underrepresented and often unheard. We view community and stakeholder engagement as a mechanism for two-way education and stakeholder empowerment around critical issues. Engagement also serves as a tool to create capacity in the community to participate in the planning process, which can lead to community-based project champions and a means to increase community and stakeholder buy-in for projects. A plan the public does not support has little chance of affecting change. Our community and interested parties engagement approach has clear objectives and will achieve the following:

- Empower residents, businesses, and community members to participate.
- Reinforce that the community and other interested groups are included in the decision-making process in a meaningful way.
- Create a forum for community generation of ideas and alternatives.
- Build trust and consensus around the vision by facilitating confidence, credibility, and transparency in decision-making.



We understand that outreach fatigue (i.e., the reluctance of community members to engage in a drawn-out public process) is a real problem that increasingly affects the collection of meaningful public input. The solution is to conduct events that are out of the ordinary and with activities that are engaging for a wide range of audiences. For each task order, as appropriate, we will conceptualize and oversee a nontraditional outreach interface that facilitates a dynamic and rich dialogue between the project team and the community.

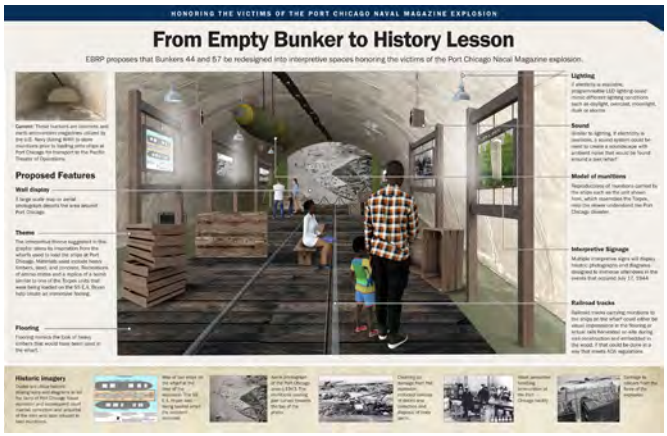
Some examples of tools and techniques that our Dudek team and subconsultants have successfully implemented in the past include:

BEFORE–AFTER HAND SKETCHES



Communicating improvements and interventions in the urban environment lies at the heart of the planning profession. Our team has developed simple and effective communication techniques that utilize quick hand sketches. Our illustrations are drawn over existing photographs and illustrate transformations in aesthetic and easy to understand terms. Our "after" sketches are meant to be loosely drawn and friendly in appearance to give members of the community confidence that concepts are not set in stone and that their input will help refine the design.

INFOGRAPHICS



Dudek places a special emphasis on simple and elegant infographics to communicate complex data and ideas. We understand that distilling and simplifying complexity (and stripping it of planning jargon) is a critical first step in conducting informed conversations with the public.

PHYSICAL MODELS



We are strong advocates of tactile engagement tools, and we build physical scale models for all our urban design studies. The model is intentionally made of rough, nonpresentation materials as it is meant to be an interactive object that members of the public can touch, feel, and play with. At public and other community events, these models naturally engender discussion and provide a revealing birds-eye perspective of the study area. In our experience, physical models are essential to successful urban design engagement.

TAKING IT TO THE STREETS: WALK AND BIKE TOURS



American Planning Association Inland Empire Section Innovation in Green Community Planning Award

A common criticism of public outreach is that it only engages passive audiences at public workshops. The formulaic conduct of these workshops often induces outreach fatigue that ultimately dilutes and muddies the aspirations of interested parties. Our team, including subconsultants Imagine Brave Spaces and Citythinkers, strongly believes that community engagement can and should be more transparent and active by taking it to the streets and engaging people where they work, play, and naturally gather. We utilize techniques like storytelling, model building, neighborhood walking, and art making in situ at laundromats, schools, parks, and other familiar places. Real-life experiences in environments that people care about lead to far more lasting impressions and insight than learning about concepts from a presentation or poster board.

Focusing outreach in the street settings through tactical urbanism methods also creates opportunities for people to directly compare and contrast the functionality of different types of improvements. Input is more informed and meaningful when people make observations from their own streets, and their imprinted experiences will inform future discussions about community vision and improvements. Practitioners, too, benefit by learning the complex strands of local urbanism firsthand from the community, under the open sky.

PASSIVE EXHIBITIONS AND OPEN HOUSES

Many community members do not attend planning workshops. Their missing voices and input skews planning approaches to address the priorities of those that do attend. To balance input and seek out these missing voices, our team proactively provides forums and avenues that are passive in nature. We find spaces in the community and host multiple-day exhibitions where community members come at a time of their own choosing, review materials at their own pace, and provide input on their own terms. The net result is that our project team receives fuller and more nuanced input from the community.

SUBCONSULTANT PARTNERS

To supplement Dudek's in-house team of outreach professionals, we have partnered with two local firms that are aligned with our outreach philosophy, Imagine Brave Spaces and Citythinkers:

Imagine Brave Spaces (Imagine) is already embedded in many San Diego communities, serving as social connective tissue between interested groups and the City. To date, Imagine's collaborative work on the City's Inclusive Participation Engagement Guide has aided the City's mission-driven call to provide City staff with a pathway for inclusive and accessible approaches to reach and involve more San Diegans in the planning process. Imagine leverages unique and creative tools for outreach centered around art and creative media to transform community culture and enhance opportunities for learning, connection, and development. Imagine also provides multilingual interpretation and translation to help facilitate dialogue and create a more comfortable setting.

Citythinkers is a planning, urban design, and research-based firm with established relationships with many San Diego communities. Citythinkers utilizes powerful visuals and 3D rendering tools, training sessions, and design-focused conversations to educate and engage the community.

3. LAND USE

Dudek's planning experts have a keen understanding of existing policy, policy development, and regulatory compliance. Dudek can provide the City with a full suite of land use planning and policy needs. Our expertise in environmental resources and regulation, community and stakeholder outreach, and planning and zoning laws allows our planning professionals to craft solutions that efficiently move planning projects forward in compliance with environmental regulations. Dudek can prepare comprehensive project-specific policy consistency analyses, as well as assist the City in preparing new goals, regulations, and policies for projects such as general plan amendments or updates, community plan updates, and specific plans. Dudek also has extensive experience in parks, recreation, and open space land use planning; passive and active water-based recreational planning; and coastal planning.

LAND USE PLANNING

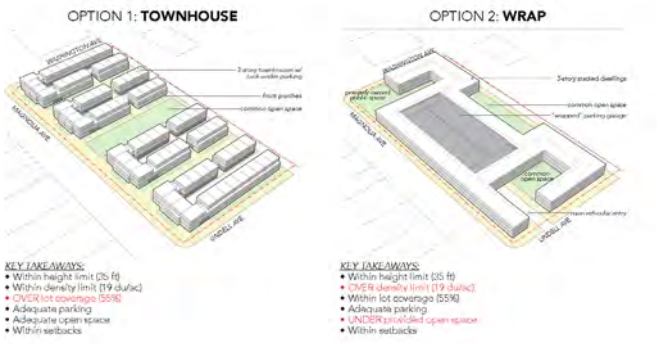
Dudek's expertise in land use planning ranges from general plans to community plans, specific plans, zoning overlays, and more. Our approach to land use planning relies on robust public input backed by data to assess and understand land use needs, issues, and opportunities comprehensively. Our team works to understand and enhance areas with the greatest opportunity to increase intensity by assessing existing and planned infrastructure, proximity to key employment centers, and access to community resources, such as transit, bicycle and pedestrian facilities, parks, grocery stores, and other amenities that are needed in day-to-day life. Where key challenges are identified, our team provides key pathways to overcome such challenges, such as identified needed public infrastructure to support changes in land use and intensity. Building upon our expertise, our team will assist the City in developing plans that include a strategic mix of land uses at appropriate densities that are flexible and responsive to changing market conditions, meet varying community needs, and provide a balance of land uses to achieve community and citywide goals. Additionally, our GIS experts and supporting subconsultants can support the development of comprehensive land use scenarios and GIS-based mapping for general plan or community plan updates and amendments.) Citythinkers' approach to scenario planning is informed by "real-world true-testing" of bold ideas and visionary thinking. The firm has a proven track record of successful work and collaboration on multiple City of San Diego projects, including almost all recent community plan updates in the City. As land use is closely tied to mobility and the emergence of new mobility technologies, we have brought onto our team Chen Ryan Associates (CRA) and Intersecting Metrics. CRA and Intersecting Metrics can support in scenario-based planning, corridor planning, transit-oriented development, parking analyses and more.

HOUSING INITIATIVES



As the lead consultant on the City's annual report on homes as well as several certified 6th cycle Housing Elements, Dudek is deeply familiar with housing challenges, needs, and strategies both within San Diego and across California. Our team recognizes that looking beyond State requirements is necessary to create meaningful change and that a robust set of policies and programs is needed to create homes for all. The City has made strides through its recent policies and programs to support new homes, with notable increases in housing production and affordability. Dudek will help the City expand upon its existing toolbox to further incentivize housing production where it is needed most and to respond to varying housing production challenges. Our team's approach to housing initiatives incorporates market feasibility analyses, insight from the development community, assessments of varying funding strategies, and an in-depth understanding of existing barriers to development. The Dudek team recognizes that housing challenges vary for housing typologies in different submarkets and for different levels of affordability. Using our approach, we will build upon the City's existing regulations to develop new complementary strategies that will incentivize a variety of home typologies and levels of affordability.

ZONING CODE



The Dudek team's keen interest in zoning standards and regulations is driven by our strong desire for meaningful change. Our zoning expertise includes comprehensive zoning code updates, developing zoning overlays, surgical amendments to zoning codes to implement policy and regulatory requirements, and the development of affordable housing incentive ordinances. Our team recognizes that the utilization of regulatory tools, such as zoning, is essential for policy and planning implementation. Through our years of experience working with the City as well as living in the City, our team has in-depth knowledge of the City's regulations, processes, and procedures, positioning us to approach planning and zoning in a way that both considers the intent of the policies and regulations while avoiding unintended consequences.

CLIMATE RESILIENCE AND ENVIRONMENTAL JUSTICE

As communities strive to build resilience in the face of a changing climate, Dudek helps clients plan, adapt, and recover with an equity-focused lens. Climate resilience may take various approaches, but it always requires assessing risks and vulnerabilities, measuring readiness and adaptive capacity, and quantifying potential impacts to address how climate change will create new, or alter current, climate-related risks. Our resilience planning team considers long-term environmental effects on the sustainability and function of proposed land uses. Our team is deeply familiar with the City's climate action plan through our local project work, as well as our work on a region-wide basis for SANDAG. Dudek worked in collaboration with SANDAG to prepare the Holistic Implementation of Adaptation and Transportation Resilience Strategies project, which is a Comprehensive Prioritization Tool to guide structured decision-making for jurisdictions to prioritize adaptation and transportation resilience strategies based on equity, economic, and environmental considerations. The Dudek planning team also prepared an accompanying self-paced video tutorial that walks users through the Tool and can be used through the life of the project. Further, Dudek prepared the Regional Adaptation Framework for SANDAG to serve its member jurisdictions as a framework for resilience and adaptation planning on a city-wide level.

Our expertise in environmental resources and regulation, community and stakeholder outreach, and planning and zoning laws allows our planning professionals to craft solutions that efficiently move projects forward in compliance with environmental regulations. We understand the balance required to manage lands, such as parks and open space. Many of our past projects have focused on the challenge of balancing recreational uses and land conservation. This balance is especially challenging when these lands are on the urban fringe or within urban settings. We have experience with the full range of environmental compliance requirements focused on this kind of land management.



Dudek will also bring the City expertise from a variety of equity-focused projects such as the recent completion of environmental justice elements for over ten jurisdictions across the state and award-winning work for the transformative climate communities' programs. This unique and nuanced expertise can be applied to the preparation of deliverables such as community atlas, land use scenarios and policy development.

Ultimately, our team will be nimble and serve as an extension of staff by supporting the City in any variety of planning and policy matters, as necessary.

SUBCONSULTANTS PARTNERS

To supplement Dudek's planning experts, we have partnered with three trusted subconsultants: Citythinkers, Chen Ryan Associates, and Interesting Metrics:

Citythinkers is a planning, urban design, and research-based firm with a broad portfolio of planning efforts in the City.

Chen Ryan Associates (CRA) is a San Diego-based mobility consulting firm providing services encompassing transportation planning, engineering, and design. CRA's long-standing partnership with the City of San Diego has afforded deep insights into City land use policies, standards, and regulations governing transportation infrastructure.

Intersecting Metrics is a San Diego-based transportation engineering, mobility planning, and public facilities financing firm.

Our three subconsultant partners will support our efforts in holistically addressing land use policy and implementation.



4. MOBILITY

The Dudek team will support the City by providing any mobility related planning and engineering services that are needed to supplement and complete the City's planning efforts. This includes but it not limited to transportation impact studies, writing transportation sections of EIRs, parking studies, infrastructure need studies, and mobility planning studies. Over the past 15 years, Dudek's teaming partners have successfully completed dozens of mobility studies for various City of San Diego departments, including, mobility studies to support community plan updates, developing the City's Multi-Modal Planning Standards, assisted the City in implanting their SB-743 guidelines, helping to establish a VMT Mitigation Fee Program, and conducted a complete Rebuild of the City's Development Impact Fee Program.

SUBCONSULTANT PARTNERS

For this project, we have enlisted Chen Ryan Associates (CRA) and Intersecting Metrics.

CRA is a San Diego-based mobility consulting firm providing services encompassing transportation planning, engineering, and design. CRA's long-standing partnership with the City of San Diego has afforded deep insights into City land use policies, standards, and regulations governing transportation infrastructure.

Intersecting Metrics is a San Diego-based transportation engineering, mobility planning, and public facilities financing firm.



5. ECONOMIC ANALYSIS

The Dudek team, including subconsultants KMA and Proforma, is uniquely qualified to provide the City of San Diego with the economic analysis services outlined within the As-Needed Planning Multi-Disciplinary Consultant Services Request for Proposals (RFP). With over 50 years' experience, as well as long-term roots in San Diego, our team brings an unparalleled track record assisting public agency clients with preparation of market assessments supporting Community Plan Updates; evaluation of market support in planning areas; researching real estate, household, and employment trends; assessing the feasibility, fiscal, and economic impacts of land use scenarios; and preparing public facility and infrastructure financing plans. Most notably, KMA has provided economic consulting services to support the updates of the Midway-Pacific Highway, Old Town, Southeastern San Diego, Encanto Neighborhoods, Barrio Logan, Mira Mesa, and University Community Plans.

SUBCONSULTANT PARTNERS

Included in our team is Keyser Marston Associates, Inc. (KMA) and Pro Forma Advisors LLC.

KMA is a full-service real estate advisory firm with an office in San Diego. KMA specializes in real estate advisory services with a focus on P3s, affordable housing policy and transactional work, land use economics, enhanced infrastructure financing districts along with other strategies to fund public facilities, fiscal and economic impact analyses, and economic development.

Pro Forma Advisors' partners have extensive experience working with the City of San Diego. Over the last two decades we have worked on several community plan updates that included market and financial feasibility as well as the fiscal impact of planned community development. Within this work, we also evaluated other development issues such impact fees, density bonuses, and strategies to capture the value of proposed regulatory changes.



6. URBAN DESIGN

Dudek provides urban design services to public- and private-sector clients. Our urban designers (all of whom are dually trained architects and city planners) understand that great places derive their success from the synergies of thoughtful urban design, first-rate infrastructure, and excellent mobility. At every scale, we emphasize the importance of rigorous analysis in successful problem-solving and demonstrate that accurately defining the problem is the crucial foundation to solving it.

We are adept at using the latest graphic design, GIS-based, and 3D-modeling software to study existing conditions, test alternative scenarios, and illustrate future change. Effectively communicating improvements and interventions in the urban environment lies at the heart of our work. Our urban designers place a special emphasis on simple, elegant, and visually compelling graphics to communicate complex technical data, information, ideas, and visions in easy-to understand formats. We understand that distilling and simplifying complexity (and stripping it of planning jargon) is a critical first step in conducting informed conversations with the public.

Our approach to shaping cities and communities is, at its core, reformist. We know that the planning tenets that have shaped our profession have emerged from an exclusionary worldview, and that it is no accident that our cities find themselves segregated by income, class, race, and ethnicity. Our urban design team strives to question these long-standing planning frameworks to reveal their follies.

We strive to:

- Provide cities with the tools to dismantle policies that used class, race, or ethnicity to explicitly or implicitly determine where people can and cannot live.
- Help cities regain a balanced use of their public realm. For too long, they have surrendered their streets and places to the needs of machines.
- Curb the sprawling, predatory tendencies of human habitation, blind to its impacts on our planet's other occupants.

SUBCONSULTANTS PARTNERS

We have included two subconsultant partners to supplement our urban design team, CityThinkers and Spurlock Landscape Architects.

Spurlock provides landscape architecture, placemaking, and green infrastructure services: Spurlock has held City as needed contracts for landscape architecture since 2016 and has a thorough understanding of the City's goals and processes, as well as its diverse communities.

Citythinkers are a San Diego-founded and based, multidisciplinary planning and urban design firm adept at visioning, preparing, and communicating urban design studies. With a background in architecture (focused on urban, infill housing, and mixed-use), Citythinkers' approach is informed by "real-world true-testing" of bold ideas and visionary thinking. The firm has a proven track record of successful work and collaboration on multiple City of San Diego projects, including almost all recent community plan updates in the city.



7. HISTORIC PRESERVATION

Dudek is well qualified to perform the variety of work anticipated for as-needed historic preservation consulting services. Founded in 2014, Dudek's Historic Built Environment Team is led by experienced architectural historians and historic preservation experts specializing in historic resource significance evaluations in consideration of the NRHP, California Register of Historical Resources (CRHR), and local criteria and integrity requirements. In addition, our architectural historians and historic preservation specialists have developed extensive historic context statements and registration requirements for a variety of property types in consideration of relevant themes, property types, architectural styles, and applicable character-defining features. Our team has prepared a variety of environmental compliance documentation to assess potential project impacts on historical resources/ historic properties for projects subject to the requirements of CEQA, Section 106 of the National Historic Preservation Act, and National Environmental Policy Act (NEPA), as well as local requirements for project review. Our team has worked with city departments and private developers to review numerous project design and conceptual plans for Secretary of the Interior's Standards (SOIS) conformance and has provided peer review services for reports prepared by other consultants. We offer our clients a diverse team of experts who understand how to work through projects with historical resource issues, utilizing a solid understanding of the regulatory process and developing creative solutions that center budgetary considerations.

Dudek's project team has gained technical expertise throughout California with extensive experience in the City of San Diego and the greater San Diego County area and possesses all of the necessary capabilities to provide the required scope of services. The team's capacity and capability to perform the required work means having enough of the right people where and when the City of San Diego may need us. Dudek has a staff of four full-time architectural historians based in our Encinitas and Pasadena offices. Dudek's Encinitas and Pasadena offices are also supported by six additional full-time architectural historians in other offices and a deep bench of as-needed staff. All architectural historians on staff meet the U.S. SOIS's Professional Qualification Standards for architectural history.

We are also accustomed to quick turnaround times and can provide the City with timely work products. The Dudek project team specifically chosen for this contract has the availability and capacity to provide services detailed in this proposal, including historic context statements; collection of oral histories; preparation of historic resource surveys; preparation of historic district nominations; preparation of Multiple Property Listings; and preparation of objective architectural design standards. We have included a wide range of team members with different specialties to accommodate the specific requirements of any project component. The Dudek project team presented in this proposal is fully committed and available for the life of this contract. Project team members can commit substantial



effort (up to 100% of their time in a given week) when it is necessary for the success of a project. We also bring extensive experience with City requirements for historical resources and have prepared numerous historical resource technical reports for projects subject to review by the City's Historical Resources Board.

SUBCONSULTANTS PARTNERS

Included in our urban design team is a trusted subconsultant, IS Architecture. IS Architecture is a nationally recognized, award-winning firm dedicated to the preservation and renewal of our built environment. It was founded by Ione R. Stiegler, FAIA, NCARB, who, in addition to her historic preservation specialization, has become one of the nation's leading experts in preserving historic adobe. Over the past 35 years, IS Architecture has successfully applied the SOIS's Standards for the Treatment of Historic Resources on numerous projects implementing all four approved treatments: Restoration, Preservation, Rehabilitation, and Reconstruction. Drawing on this expertise, IS Architecture has rehabilitated or restored more than 200 historic structures. The firm also provides professional preservation reports and assessments for scores of other projects, including over 340 Determinations of Eligibility and over 310 DPR 523 Forms as well as large-scale planning surveys for built environment resources, with over 23,000 resources surveyed.

IS Architecture has extensive experience working within the highly regulated environment of CEQA and NEPA, giving our team an in-depth understanding of potential project effects. Through the application of the SOIS's Standards for the Treatment of Historic Properties, IS Architecture can advise how to avoid, reduce, or mitigate substantial impacts caused by project actions, thus addressing CEQA and/or NEPA, NHPA Section 106, or PRC 5024.5 compliance. Our firm completes the design recommendations, documents, and reports needed to ensure compliance with environmental mandates.

In addition, IS Architecture is intimately familiar with local, state, and federal planning processes, policies, and regulations, as well as with the SOIS's Standards for the Treatment of Historic Properties, CEQA, National Park Service Preservation Briefs, Americans with Disabilities Act (ADA) requirements, and National and Local Register of Historic Places Criteria. The firm is also familiar with working with environmental consultants as part of either a CEQA or a Coastal Commission process.



8. PUBLIC FACILITIES

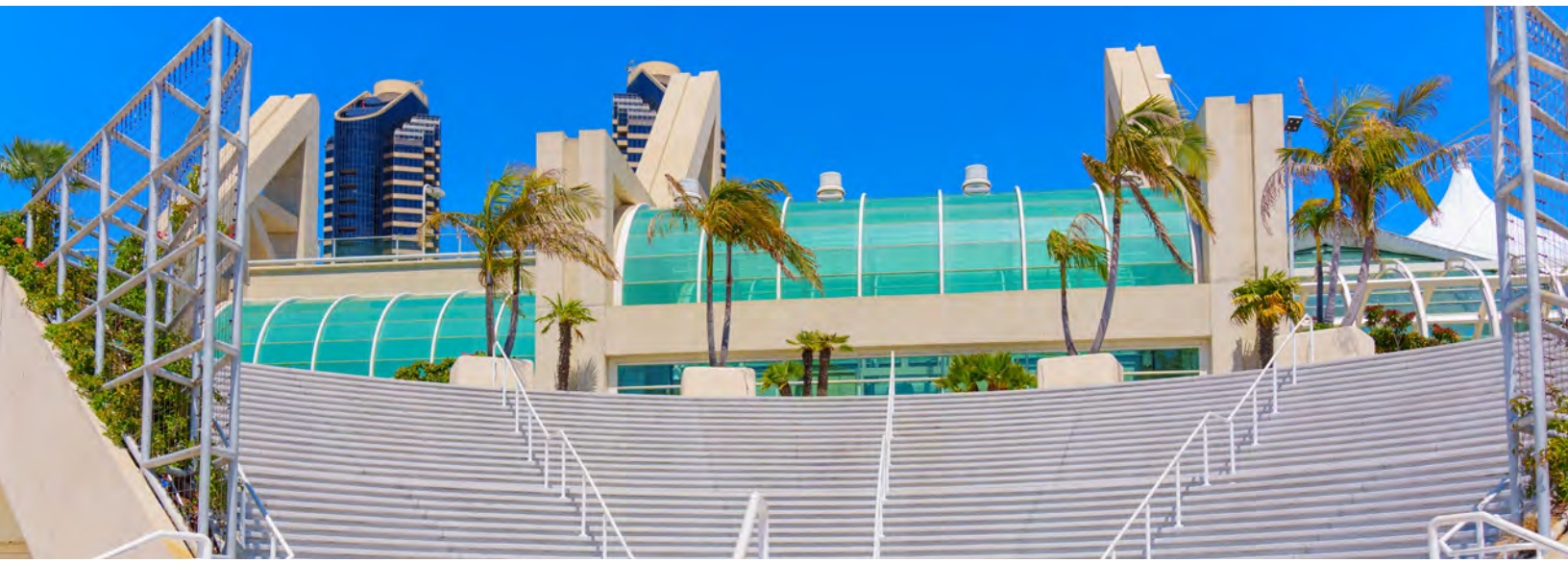
The Dudek team will apply our expertise in urban and transportation planning, stormwater treatment, urban forestry, land use, and climate change planning to identify and analyze the need for new public facilities in support of community plan updates, amendments and other planning initiatives. Our team has successfully completed many infrastructure and public facility analyses across the region, often in Communities of Concern. Our robust local experience in both planning and implementation makes us uniquely positioned to help the City address the community's public facility needs in a manner that can reasonably be implemented. We're well versed in public facility planning, as demonstrated through comprehensive public facilities planning efforts in support of regional agencies such as San Bernardino County Transportation Authority (SBCTA) in support of regional housing needs. Dudek prepared a toolkit to provide clarity for how unincorporated areas of the County of San Bernardino will be served by water, sewer and other infrastructure in order to support anticipated long term growth and facilitate housing development. The project included analysis of water, sewer, solid waste, electrical, gas, and telecommunication. We have also helped local agencies like the cities of National City, La Mesa, and Santee win millions of dollars in grants to fund the implementation of various public facilities and urban greening projects.

Our approach to public facility planning includes assessments to understand existing and planned land uses, growth projections, and community outreach and engagement to identify facility needs to support growing communities. We then assess the projected costs of improvements to help inform any revisions needed to proposed land uses and to inform the development of associated impact fees. Our work is informed by our understanding of and experience working with the various City departments that are responsible for planning, funding, implementing, and maintaining streets, parks and other public facilities within the City. Additionally, we are deeply familiar with various community-specific investments and trends and will use this lens to help the City identify and plan for public facilities that will help uplift communities and attract private investment where it is needed most to serve communities in the long-term. We recognize that there are unique challenges in public facility planning and financing and we will work closely with Transportation, Stormwater, Parks and Recreation, and Planning staff, to find implementable solutions that work for each of the various departments.

SUBCONSULTANT PARTNERS

We have partnered with D-MAX Engineering Inc. (D-MAX).

D-MAX has been a trusted subconsultant to Dudek for many years, serving on several City of San Diego As-needed contracts. They are a San Diego-based team includes environmental scientists, engineers, chemists, and biologists who are highly experienced in urban greening and stormwater treatment.

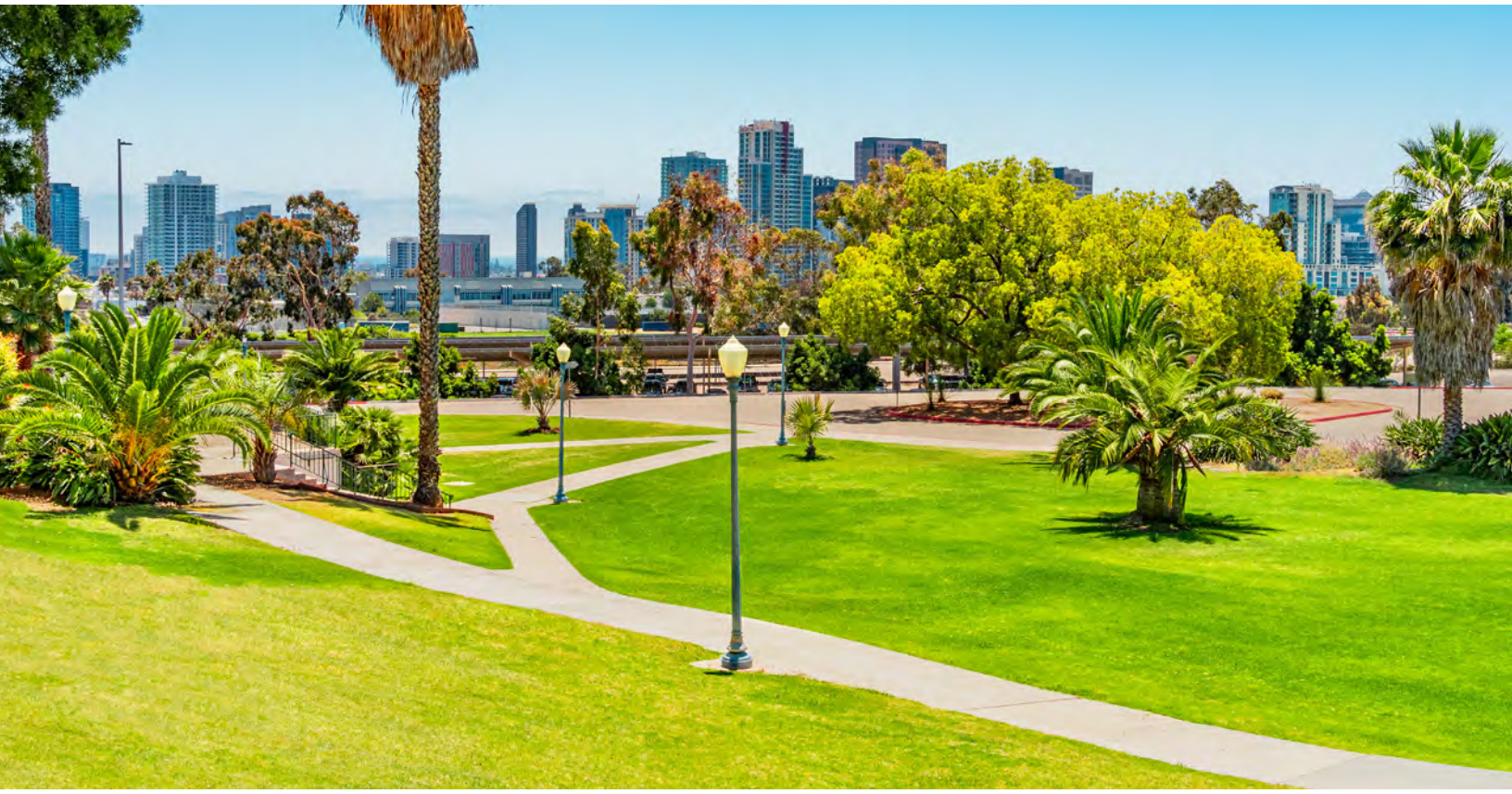


9. URBAN GREENING

Our team will apply our expertise in urban design, transportation planning, stormwater treatment, urban forestry, and climate resilience planning to identify and plan multi-benefit urban greening projects. These projects can increase tree canopies, decrease air pollution and urban heat island effects, encourage walking and biking, and reduce pollution in stormwater runoff. Our team has successfully planed and completed many of these types of projects across the region, often in underrepresented areas or communities of concern, which in our experience typically have the greatest need for urban greening projects. In addition to our experience in the City of San Diego, our team has helped local agencies like the cities of El Cajon, National City, La Mesa, Santee, and Rialto win millions of dollars in grants to fund urban greening projects.

Our team's approach to urban greening in the City of San Diego is informed by our understanding of the various departments within the City that are responsible for planning, implementing, and maintaining the streets, parks and stormwater areas within the City. We understand that urban greening improvements require close coordination and collaboration Planning department other City departments, such as Transportation, Stormwater, Parks and Recreation, and Planning, to find solutions that work for each of the various departments. Our work will analyze opportunities for utilizing streetscape, parks, and other land for stormwater treatment, particularly approaches such as silva cells, street trees, and biofiltration planters, which also contribute to overall plant health within urban environments. We regularly consult with City staff on stormwater requirements for projects along streets and in parks, and we are familiar with the City's stormwater standard drawings that are currently in development. We also have substantial experience in evaluating and assessing tree canopy coverage through our planning and implementation work, and making recommendations to improve the coverage to meet the City's Climate Action Plan goals in accordance with the City's Street Tree Selection Guide and landscape ordinance requirements in the Municipal Code.

Our approach includes the use of graphic representations using sections, 3D models, and plans to depict potential improvements along with creating written policies and procedures to facilitate implementation. Our engineers and urban forestry experts will use their expertise to evaluate the physical, hydrological, environmental, property ownership, existing utilities, and other site constraints to



recommend the most appropriate locations and applications for urban greening. We are also experienced at analyzing and prioritizing proposed projects in accordance with City Council Policy 800-14, which includes a variety of factors, such as environmental benefits and equity considerations. Furthermore, our team can apply our expertise to help the City prepare grant applications to pursue funding for selected projects as needed.

In addition, Dudek has a robust in-house urban forestry practice with expertise in a variety of urban and wildland forestry specialties. Our certified and licensed arboriculture and forestry professionals bring experienced, valuable insight to tree management issues, providing creative approaches to difficult and controversial projects. Among our specialties are Urban Forestry Master Plans (UFMPs), arborist and forester reports documenting tree resources within a project area, health and condition assessment reports, and appraised value reports; we also offer training on tree maintenance and pruning. The Dudek team of certified arborists and foresters has extensive experience conducting technical field evaluations, conducting tree and forestland assessments, supervising tree maintenance activities, monitoring trees during construction activity, and inspecting and diagnosing tree pest/disease conditions. We also understand tree hazard assessment protocols and conduct tree hazard evaluations on individual trees and larger stands of trees.

Our team includes Tree Risk Assessment Qualifications (TRAQ)-certified arborists who understand that tree hazards must be proactively managed. We routinely develop tree pruning, removal, and planting specifications and have monitored such activities for compliance with adopted protocols and standards. Dudek foresters and arborists also have significant experience preparing technical written documents, reports, and management plans for trees/forests, and help our clients secure necessary approvals or permits for conducting work on regulated trees.

Dudek has conducted several urban forestry assessments for jurisdiction across California and the nation. These include:

Urban Forest Management Plan Update: Review of current UFMP and strategic plan and making updates as appropriate. This will include interviews with City staff to further ascertain which aspects of the UFMP and strategic plan require updates.

Governance Structure: Identifying the role each department plays in tree management.

Canopy Cover Analysis: Canopy cover analysis, tree planting opportunity assessment, urban heat island mitigation, equity analysis, and recommendations for strategic tree planting.

Tree Inventory Sustainability Analysis: Establish tree canopy goals, analyze the street tree inventory against sustainability indicators, and determine the environmental services and economic value of tree the inventory.

Tree Ordinances, Policies, and Planning Documents: Review and update the City's tree ordinance, municipal code, and other relevant policies. Review existing City planning documents to ensure UFMP goals are reflected.

Community Engagement: In-person engagement activities, online engagement activities, social media, and supporting materials.

Software Management Recommendations: Provide a review of possible software management options and work with the City to develop a recommended software management system.

SUBCONSULTANTS PARTNERS

We have included two subconsultant partners to supplement our urban greening team, Spurlock and DMAX Enginneering Inc.

Spurlock provides landscape architecture, placemaking, and green infrastructure services. Spurlock has held City as-needed contracts for landscape architecture since 2016 and has a thorough understanding of the City's goals and processes, as well as its diverse communities.

DMAX Engineering Inc. has been a trusted subconsultant to Dudek for many years, serving on several City of San Diego As-needed contracts. They are a San Diego-based team includes environmental scientists, engineers, chemists, and biologists who are highly experienced in urban greening and stormwater treatment.

10. CEQA DOCUMENTS

Dudek team of CEQA experts will collaborate with City staff to prepare a wide range of CEQA documents, technical reports, and analysis in accordance with the City's CEQA guidelines and state laws as they relate to addressing environmental impacts under CEQA needed for community plan updates and other projects for the City's Planning Department.

PREPARATION OF PRELIMINARY ENVIRONMENTAL CONSTRAINTS ANALYSES AND REPORTS

Dudek is skilled in the preparation of constraints reports in the early stages of environmental review. Constraints analyses can streamline later CEQA documentation efforts and help identify the proper selection of CEQA documentation, such as categorical exemptions, MNDs, or EIRs. These reports can be particularly useful in the preparation of long-range planning documents to identify site opportunities that may not have been understood during early design efforts. Dudek has prepared several such constraints analyses for City projects and privately initiated projects with the City acting as lead agency.



ENVIRONMENTAL RESOURCE AND IMPACT EVALUATIONS

Environmental documents may require the completion of technical studies for various resources. Dudek's expertise includes the ability to prepare technical studies and CEQA/NEPA sections on aesthetics/visual simulations, noise, air quality/GHG emissions, biological resources, cultural resources, hydrology and water quality, and hazardous materials assessments (i.e., Phase I/II environmental site assessments). The Dudek team includes specialists to prepare these studies, as necessary, to support the environmental documentation process.

AIR QUALITY/GHG EMISSIONS

The Dudek team has air quality specialists that utilize standardized approaches and methodologies as recommended by the San Diego Air Pollution Control District (and others) and use the California Emissions Estimator Model (CalEEMod), as well as EMFAC2021 and California Air Resources Board-approved category-specific methods, to address a project's air quality impacts.

The Dudek team also performs health risk assessments and associated dispersion modeling for projects that may expose sensitive receptors to toxic air contaminants using the American Meteorological Society/Environmental Protection Agency Regulatory Model (AERMOD) in conjunction with the Hotspots Analysis and Reporting Program Version 2 (HARP 2). Short-term construction impacts and operational air quality impacts are routinely analyzed for projects. In addition, Dudek has extensive experience evaluating, analyzing, and providing mitigation strategies related to GHG emissions for both development and infrastructure projects.

BIOLOGICAL RESOURCES

The Dudek team, including Balk Biological Inc. and Busby Biological Services Inc., has the professional staff and capabilities to provide a full range of biological services. Our biologists are qualified to support the City by conducting general and focused biological surveys; preparing constraints analyses, preconstruction clearance surveys, and biological monitoring; and drafting biological assessments in support of CEQA/NEPA documents, including impact analyses, impact significance assessments, and appropriate compensatory mitigation measures.

Dudek's team of more than 40 biologists has significant scientific training and project experience in the fields of botany, mammalogy, herpetology, entomology, ornithology, environmental biology, riparian and wetland ecology, spatial analysis, urban forestry, regulatory permitting, watershed management, and habitat conservation planning.

Dudek's in-house biologists have state and federal permits that allow for surveying, banding, and trapping of federally and state-listed threatened or endangered species. Dudek staff are trained on the specific requirements of the Development Services Department and the City's Biology Guidelines, including application of the City's Subarea Plan, Land Development Ordinance, Environmentally Sensitive Lands regulations, and Land Use Adjacency Guidelines.

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

Dudek's environmental engineers and hydrogeologists, including The Bodhi Group Inc. and River Focus Inc., apply their extensive knowledge of regulatory standards and guidelines to provide thorough, cost-effective, and timely investigations. Well versed in California's unique and varying requirements, our professional staff address agriculture, residential and undeveloped property, and school siting challenges. Our Phase I environmental site assessments adhere to American Society for Testing and Materials standards, and if a property is known to need soil sampling prior to the site assessment, Dudek can combine those Phase II efforts with Phase I, which can result in substantial time and money savings.

NOISE

The Dudek team evaluates potential noise impacts associated with project construction and operation. Our team's acousticians are experienced in providing site-specific noise assessments, which can offer wall heights, setback distances, and other measurements. We can also provide planning-level noise studies or noise elements, setting forth policies and protocols for noise considerations. Project- and location-appropriate noise prediction models help assess impacts and, more importantly, mitigation measures needed to address noise.

WILDFIRE PROTECTION AND RESILIENCE PLANNING

Dudek's wildfire resilience planning team develops high-quality planning documents focused on reducing wildfire risk to communities and resources. Our planning documents are supported by thorough technical analyses that use sophisticated models. These models augment our expert assessment of wildfire hazards and potential fire behavior to support the development and prioritization of risk mitigation strategies. We have completed numerous plans across a variety of vegetation communities and land management jurisdictions. Our knowledge of the regulatory environment results in plans that are effective and implementable. Understanding a site, the unique fire environment that it presents, and how best to mitigate and plan for worst-case fire conditions requires fire protection planners that are well versed in the local natural environment's landscape fire ecology and the latest fire protection technologies. Our experts create implementable fire protection plans, hazard reduction plans, and fuel management plans that help prevent wildfire damage by accounting for your area's unique topography, vegetation, and climate issues. Working closely with our biological and CEQA professionals, we accomplish fire protection that avoids excessive habitat impact, while protecting neighboring structures. Further, our team of fire planners has prepared numerous wildfire evacuation plans that are based on local emergency operations agencies' evacuation planning procedures and incorporate fire spread modeling to evaluate most likely fire scenarios. Using GIS applications, we simulate ignitions to determine fire spread over time and time of arrival at designated points near a project. Our evacuation plans provide options where possible and make recommendations for developing contingency options, when necessary.



CLIMATE RESILIENCY AND SEA-LEVEL RISE

Dudek's coastal planners, sustainability specialists, and natural resource scientists prepare climate resiliency and adaptation plans focused on creating implementable policy that meets the specific needs of the community adaptable to multiple climate scenarios. Our climate resiliency and adaptation plans build off the experience of local residents, including past heat waves and king tides, to illustrate near-term risks. Dudek's scientists and planners have experience in planning for sea-level rise, extreme heat, wildfires, and air quality impacts. Additionally, Dudek's planners are experts in complying with SB 379 and creating adaptation planning efforts consistent with local hazard mitigation plan and general plan guidelines.

TECHNOLOGY SERVICES

Dudek information management combines scientific expertise, GIS, unmanned aerial systems (UAS), and information technology to develop practical solutions to collect and distribute timely, high-quality information for asset management, environmental planning and permitting, natural resources management, and infrastructure development projects. We provide a suite of mobile and web-based tools using consumer off-the shelf software (e.g., Esri, iFormBuilder, Intelex) and custom-built integrations to deliver effective solutions that are accessible from smartphones, tablets, and/or web browsers.

PREPARATION/MODIFICATION OF ENVIRONMENTAL AND TECHNICAL REPORTS

Our approach to environmental documentation emphasizes a close working relationship with you, our client, early scoping and project definition, and compliance with appropriate environmental regulations, including CEQA, NEPA, the federal Clean Water Act, the federal Endangered Species Act, California Fish and Game Code, the NHPA, and other applicable statutes and regulations.

Challenges on CEQA/NEPA compliance projects are expected. The Dudek team has processed environmental documents for decades and understands that no two projects are the same. Regulatory agency coordination, stakeholder concerns, input from the public, and political agendas are all factors that challenge successful CEQA/NEPA compliance. Additionally, lawsuits, or the threat of lawsuits, can dictate environmental documentation content, processing, and budgets. Understanding the realities of the world in which we work is the most effective way to overcome hurdles and bring projects in on time and under budget. We communicate with clients to identify issues that may cause challenges down the road.

The following outlines the approach Dudek uses for the preparation of environmental documents. Each step is specific to different projects and will be applied as necessary. Following this general outline for each project also helps identify potential issues or roadblocks early, in order to allow time to discern solutions with City staff.

PROJECT SCOPING

- Meet with the client to further define scope/issues
- Define the project and relationship to CEQA/NEPA
- Identify roles and responsibilities
- Identify environmental documentation requirements: exemptions, addenda, initial study (IS), negative declaration (ND), MND, EIR, or EIS
- Discuss critical scheduling parameters and the budget
- Obtain analysis input parameters (e.g., project design, site constraints)
- Determine probable environmental concerns and applicable regulations
- Develop an analysis approach that best deals with identified concerns
- Determine whether additional alternatives need to be addressed

ENVIRONMENTAL DOCUMENTATION

- Prepare project description and IS
- Prepare public scoping (Notice of Preparation and public meeting)
- Obtain available environmental resource data
- Determine data adequacy
- Collect supplemental data in compliance with appropriate regulations, if necessary
- Assemble data to be used in analysis
- Establish impact significance criteria to be used
- Analyze impacts
- Determine requirements for mitigation
- Identify methods to evaluate mitigation effectiveness
- Formulate and analyze alternatives
- Compile analysis into appropriate CEQA (NEPA, if necessary) format for client's review

DOCUMENT PROCESSING

- Prepare and manage administrative record
- Obtain other responsible agencies' or reviewing agencies' comments and public comments
- Conduct additional field and/or office studies, as required or identified during the review period, if necessary
- Prepare responses that adequately address concerns raised
- Prepare final CEQA document

DECISION MAKING

- Prepare Mitigation Monitoring and Reporting Program
- Prepare appropriate documentation as required (Notice of Determination), findings, and staff reports
- Work with staff to conduct presentations for decision makers, if requested



IS/NOTICE OF PREPARATION/SCOPING MEETINGS

Dudek will prepare a legally defensible environmental compliance document to address potential environmental impacts resulting from the implementation of any proposed project. When needed, Dudek will prepare an IS or scoping letter for projects determined to be subject to CEQA that are not statutorily or categorically exempt. We will prepare the IS or scoping letter for the project using the City's CEQA Guidelines. The analysis for each resource will include a description of the environmental setting and will substantiate impact conclusions with factual data and scientific results. Dudek will submit an administrative draft to the City for review and concurrence prior to distribution to agencies and to the public for the formal public review period.

Dudek will participate in public scoping meeting(s) designed to invite public and agency involvement throughout the CEQA scoping process, as deemed necessary. After the scoping meeting(s), Dudek will prepare a report that summarizes the comments received during the scoping meeting. Dudek has extensive experience with scoping meetings and can help the City organize as necessary.

Once the IS is drafted and a scoping meeting has been held, Dudek will meet with the City to determine the appropriate CEQA document. Depending on which document is to be prepared, Dudek will produce a Notice of Preparation for an EIR or a Notice of Intent to adopt an ND or MND for the project.

ENVIRONMENTAL DOCUMENTATION

Following the preparation of an IS, Dudek will prepare an ND or MND, if it can be determined that the project will not result in significant impacts. The ND or MND will be accompanied by an IS that substantiates the significance conclusions. In the event that an IS determines that a project could result in potentially significant impacts, an EIR or EIS would be required.

We would begin the preparation of an EIR or EIS with the preparation of an IS to accompany the Notice of Preparation. This process would focus the EIR or EIS on potentially significant impacts and avoid unnecessary documentation and analysis. From the initial stages of determining whether an activity is subject to CEQA or NEPA, or whether a project may be exempt, we are available every step of the way to advise on whether to prepare an ND, EIR, or EIS.

Dudek will prepare a detailed project description for the environmental document to present a common understanding of the project. The Dudek team will conduct field surveys of the project site and surrounding area and document the existing environmental setting, which will serve as the baseline for environmental impact analysis. We will work with the City to develop project objectives, which are integral to the development of a reasonable range of alternatives to be considered in the EIR or EIS.

The environmental document will include a discussion of the existing conditions, environmental impacts, levels of significance of the impacts before mitigation, appropriate mitigation measures for each environmental discipline, as needed, and the level of significance after the application of mitigation. Our technical specialists will prepare a series of technical studies to support the analysis, as appropriate. As required, the documents will include a discussion of direct, indirect, growth-inducing, and cumulative impacts.

The final MND, EIR, and EIS process will include preparation of responses to comments (RTCs), and when requested, Dudek can assist the City in preparing CEQA findings of fact, statements of overriding considerations, and other supporting documents. Dudek has an efficient RTC process and will handle the numbering, tracking, and formatting of RTCs in addition to formulating responses. The following are some examples of methods Dudek has used to streamline the RTC process:

- Dudek can organize comments as they are received in batches by category in the following order: federal, state, local agencies, organizations, tribal, individuals, and late letters (the categories can vary based on City preference). Then, chronologically identify letters (rather than alphabetically) so the response process can commence early on.
- Once letters are received, Dudek will meet with the City to discuss overarching comment themes and brainstorm approach for responses and timeline, etc. Dudek can prepare master responses, when appropriate, which can help provide consistency and efficiency when responding to recurring issues.
- Dudek can prepare a tracking sheet, including assignments, status, and whether/where an EIR change is required.
- For large RTC efforts, Dudek can provide an online portal that leverages SharePoint technology to co-author responses between multiple authors.

CEQA-RELATED POLICIES, AND SIGNIFICANCE THRESHOLDS

Dudek is well versed in the City's current significance thresholds and has followed them closely for both private and public projects. While being informed by recent legislation and CEQA court cases, Dudek will bring institutional knowledge from our deep bench of local CEQA planners, as well as lessons learned in the City and with lead agencies to collaborate with the City in developing updated thresholds.

SUBCONSULTANT PARTNERS

We have included three subconsultant partners to supplement our CEQA team:

Citythinkers is a San Diego-based urban design firm with a broad portfolio of work in the City. They are skilled at creating photographic simulations of proposed projects to address CEQA visual impacts.

Balk Biological Inc. performs the full complement of biological consulting services, including vegetation community mapping, general and special-status floral/wildlife surveys, wetlands delineation and permitting, habitat restoration, environmental compliance construction monitoring, biological resource impact assessment, and biological document preparation.

The Bodhi Group provides environmental consulting, geotechnical reports, hazards assessments, remediation, and geospatial data management services.

11. CLIMATE RESILIENCE

As communities strive to build resilience in the face of a changing climate, Dudek helps clients plan, adapt, and recover with an equity-focused lens. Climate resilience may take various approaches, but it always requires assessing risks and vulnerabilities, measuring readiness and adaptive capacity, and quantifying potential impacts to address how climate change will create new, or alter current, climate-related risks.

Our scientists and planners have experience in planning for the full range of sea-level rise, flooding, extreme heat, wildfires, and air quality impacts. Dudek's climate resilience team includes coastal planners, sustainability specialists, urban forestry and wildfire experts, biologists and natural resource scientists, urban designers, and water/stormwater engineers. Our multidisciplinary team has a long history of preparing a variety of climate resiliency and adaptation plans and technical analyses across the state that focus on creating implementable policy that meets the specific needs of the community or region, and are phased in over time to respond to real world conditions. Our climate resiliency and adaptation plans build from the experience of local residents, including past heat waves, king tides, and floods to illustrate near-term risks. We leverage state-generated data, such as Cal Adapt and CalEnviroScreen, as a starting point around the identification of broader climate and equity issues while striving to develop local data sets. Through local climate hazard data and spatial analysis, we work to create detailed geographic boundaries of climate hazard zones, park accessibility, heat mapping, food deserts, urban greening, and more.

We have a long-standing track record of working alongside the community, city staff, council offices, and elected officials to develop vulnerability assessments, sustainability plans, climate adaptation road maps, urban forestry plans, and regionwide toolkits, ensuring that we are creating data-driven and context appropriate solutions that are clear and transparent to all. We also understand the inherent challenges in funding climate resilience projects, and are adept in assisting local agencies with the development of funding opportunities, such as our Transformative Climate Communities projects, and other grant-related initiatives (e.g. ICARP, SB1, etc.).

Our climate planning team is embedded in the San Diego region, and understands the unique opportunities and challenges facing the City. We are aware of the significant progress and leadership that the City has already demonstrated amid resource constraints through existing resilience initiatives including Climate Resilient SD, and the current work on the Coastal Resilience Masterplan, among others. We also recognize the City's Climate Equity Index as a foundational effort to help the City prioritize climate and resilience investment. Notably, Dudek's climate resilience team successfully completed the Holistic Implementation of Adaptation and Transportation Resilience Strategies prioritization guidebook for the entire San Diego region, as well as the Regional Resilience Framework for SANDAG. Dudek is currently working with the Port of San Diego to identify land uses well suited to nature-based sea-level rise solutions.

Drawing on our experience of working for a range of clients, from regional agencies to small under-resourced communities, we create "best-fit" policies as our best practice. Our team has an extensive understanding of cutting-edge techniques and tried and true adaptation measures for all climate-related hazards. We create no-regrets policies, meaning we draw from other plans and community outreach efforts to ensure our plans serve as a mechanism to achieve co-benefits and work to further.

SUBCONSULTANT PARTNERS

For this contract, we have enlisted Evolution Affairs.

Evolution Affairs brings deep expertise and extensive experience in many foundational climate, equity, and inclusive community engagement plans and programs in the San Diego region. Specifically, Evolution Affairs can provide support for navigating and weaving together the various policies, political pressures, and community needs for any community planning effort the City initiates. This includes support from project initiation to Council approval on tasks such as: review timelines, engagement plans, critical policies, navigate/engage key stakeholders, support key message development, interfacing with elected, staff, businesses, nonprofits/CBOs, and community leaders to enlist support for City planning efforts.



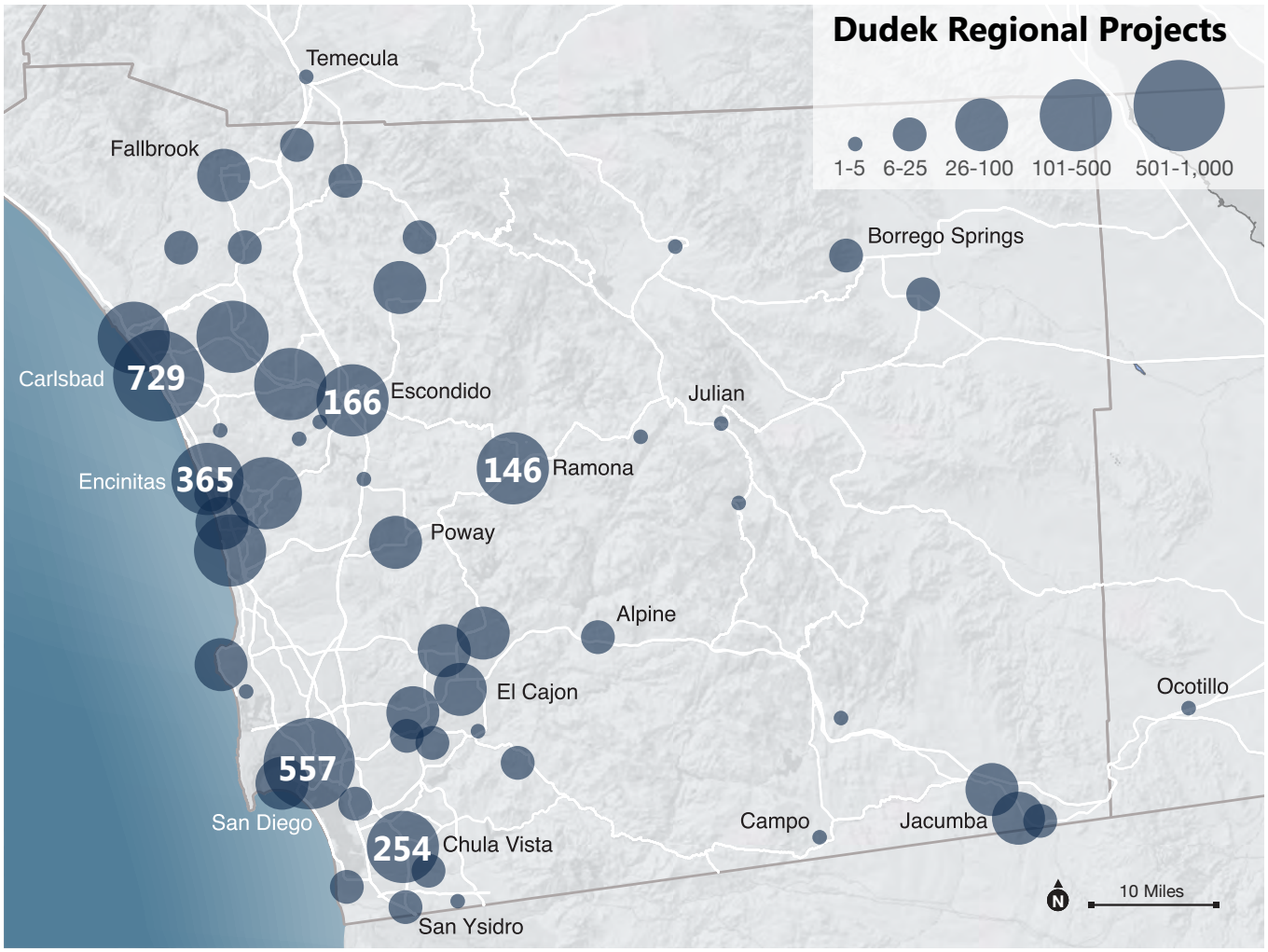
KNOWLEDGE AND UNDERSTANDING OF LOCAL ENVIRONMENT

A PRESENCE IN THE REGION

Dudek is the largest locally based planning and environmental firm in San Diego County and has over 44 years' experience. We have worked with every jurisdiction in San Diego County, including transportation, education, and resources agencies, as well as planning departments.

We have held over 40 as-needed contracts and thousands of projects throughout the City and County of San Diego earning staff trust, learning local jurisdictions' processes, and building institutional knowledge. Figure 1 shows Dudek's project reach throughout San Diego County, including multiple projects for the City.

Figure 2. Dudek San Diego Project Experience



A HISTORY WITH THE CITY

Dudek has been under contract with various City departments since 1991. We work with City staff throughout all departments and know the management approach, communication channels, and evolving organizational structure. The low turnover at Dudek provides our staff with institutional knowledge, developed through a long history of experience with City projects. We maintain strong relationships with local municipalities and agencies that regularly interact with City staff.

STRONG LOCAL KNOWLEDGE

Our principal-in-charge and overall contract manager, Ms. Bleier, along with our team's service category project managers Laurie Grover, Elizabeth Dickson, Gaurav Srivastava, Nicole Frank, Nicole Rieger and Carey Fernandes, all have strong working relationships with staff at the City, local jurisdictions, and agencies; a keen understanding of the planning and development environment; and the ability to mobilize Dudek's range of resources effectively and efficiently.

As a planning, urban design, environmental and engineering firm, Dudek has in-depth knowledge of the regulatory and political landscape of the City. While we keep abreast of local planning regulations, CEQA/NEPA standards, conventions, building codes, and design standards, we also participate and serve on community planning groups and have a well-rounded and nuanced understanding of planning dynamics across the City.

RELATIONSHIPS WITH LOCAL AGENCIES

Dudek has worked hard to build and maintain our reputation for superior and comprehensive planning, design environmental analysis and project implementation. Over the past 44 years, Dudek has developed meaningful relationships with the following local agencies:

- U.S. Army Corps of Engineers
- San Diego Regional Water Quality Control Board
- California Department of Fish and Wildlife
- California Coastal Commission
- U.S. Fish and Wildlife Service
- County of San Diego
- San Diego Unified Port District
- San Diego County Water Authority
- San Diego Association of Governments
- U.S. Geological Survey

CONTINUOUS EDUCATION, STAYING ABREAST OF CONCEPTS AND TRENDS

Dudek's experts are committed to applying the latest, most reliable, and most inventive approaches to solving complex planning problems. Our practitioners seek out multiple forums and avenues to stay abreast of the latest approaches and techniques. Our staff regularly moderate and participate on panels at state and national planning conferences, which address a variety of cutting-edge issues. We are serious about our professional responsibility to learn from our peers and, in turn, share lessons from our own experience.



Several of our Dudek staff serve as lecturers and instructors at universities. Gaurav Srivastava is a lecturer at University of California, Los Angeles, and has taught the second-year graduate urban design studio on transit-oriented design for the last 8 years at UCLA's Luskin School of Public Affairs. Dudek's air quality team teaches at the University of California, Davis extension program. Ms. Bleier guest lectures for the University of California, San Diego's Urban Studies and Planning Program. Ms. Bleier is also cofounder of the San Diego Complete Street Task Force, whose mission is to promote the implementation of Complete Streets by sharing best practices, encouraging dialogue, and recognizing innovative projects in the San Diego region. Ms. Bleier co-authored the white paper "From Policy to Pavement: Implementing Complete Streets in the San Diego Region," which equips local governments with a roadmap to successfully implement complete streets, and, in turn, achieve an interconnected multimodal network throughout the region.

THE FUTURE OF SAN DIEGO—A PLANNING AND URBAN DESIGN PERSPECTIVE

San Diego, California's second-most populous city, is also its most livable. It has carved and occupies a special place in the eclectic, cultural mix of Southern California. It is home to a striking assemblage of world-class educational, cultural, and technological assets. It is a city that inspires, teaches, welcomes, and innovates. It is a city that many of us call home.

Like so many times in its past, San Diego finds itself at a crossroads, confronting a host of challenges and opportunities that could pull the city in many different directions. We understand that the individual projects that emerge from this on-call contract will shape the City for the next century and believe five broad themes will provide the framework for San Diego's growth in the 21st century. The following discussion elaborates on these themes and illustrates how we can bring our team's experience and depth to bear on them.

THE DWINDLING SUPPLY OF NEW HOUSING

Like every other major city in California, San Diego is dealing with generation-old land use policies that regulated down the supply of housing. The consequences of these policies have now fully bloomed and made housing



unaffordable for large segments of the middle class. And a city without a middle class is a city that is gutted and unsustainable. Planning for the future of San Diego will necessarily have to confront the land use decisions of the past. The City's recent proactive and pro-housing policy stance has won it plaudits (including the Prohousing Designation from California Department of Housing and Community Development) and placed it in a position to implement housing abundancy regulations.

THE RISING OCEANS

San Diego is a coastal city with an economy that depends to a large degree on waterfront infrastructure (e.g., port and military facilities). This infrastructure assumes that the interface of land and water will remain stable. We now know that it will not remain stable, and sea-level rise will disrupt

coastal infrastructure and communities alike. Dudek is adept at addressing this disruption, the most complex of conflicts of the natural and built environments. We prioritize and balance the needs of public access, recreation, waterfront development, waterfront infrastructure, habitat protection, and sea-level rise.

A WARMING CLIMATE

The planet is warming and places and technologies that were designed for a climate 30 years ago will be ill-equipped to handle the future. Land use policies will have to address the impact that driving patterns have made on our climate. Development codes and the urban design of streets, places, and buildings will have to evolve to allow humans to comfortably inhabit warmer places. This is a reality we can no longer turn our back to.

THE EMERGENCE OF NEW MOBILITY TECHNOLOGIES

Dockless electronic scooters seem to be everywhere in San Diego, and they are here to stay. The decades-long equilibrium of streets has been disrupted in ways unimaginable even 5 years ago. There will clearly be impacts on single-occupant vehicles, the dominant user of streets today. On one hand, ride-hailing networks might allow more people to live without owning cars, reducing individual ownership. On the other hand, they could replace transit and walk trips and induce additional vehicles on the streets, exacerbating congestion and greenhouse gases, ultimately making our communities less livable.

These impacts will depend to a large degree on what public policies are put into place. Plans that the City works on now and in the coming years will have to address the impact and future potential of these disruptive mobility technologies that have already started to influence street use patterns.

THE REVERSAL OF SUBURBAN, AUTO-CENTRIC PATTERNS OF DEVELOPMENT

San Diego's growth, like that of most cities in Southern California, straddled two periods: pre-automobile America and post-automobile America. The outward patterns of growth and street design of its neighborhoods clearly reflect the period when they were developed. Downtown has compact, granular blocks (pre-automobile). Mira Mesa has broad, multilane roads (post-automobile). But time has come full circle. The urban design principles that guided pre-automobile development are universally recognized to facilitate better places and experiences. Looking ahead, the City will need to adopt policies that retrofit suburban development typologies with ones that emphasize walkability and street access for users of all modes, ages, and abilities.

We understand that great cities derive their success from the synergies of thoughtful urban design, first-rate infrastructure, and excellent mobility. We are experts in these fields and have long advocated—as boosters of the City—for long-lasting solutions that address these challenges.





PROJECT TEAM

PROJECT ORGANIZATION

Our team of planners, urban designers, and community outreach specialists work collaboratively with experts across all of our disciplines. We seek out complex planning challenges for both large and small plans by utilizing our collaborative and analytical strengths to balance and prioritize competing objectives within the disciplines of urban design, land use, infrastructure, sustainability, and transportation. At every scale, we emphasize the importance of rigorous analysis and community input to successfully solve problems and demonstrate that accurately defining the problem is the crucial foundation to solving it.

Dudek has a nimble, deep bench of more than 800 planners and environmental experts statewide, all of whom will be available to the City as needed. The Dudek team has local experience specifically tailored to the City's needs, and we will simultaneously provide the City with forward-thinking strategic advice, organizational capacity, technical expertise, and institutional knowledge.

Dudek makes decisions about subconsultants based on our goal to provide clients with highly skilled, well-integrated, and cost-efficient professionals and resources. We seek out the best possible team members for each client and project and build relationships with local subconsultants who provide the same levels of excellence and quality Dudek expects from our own employees.

The Organizational Charts are presented as figures per service category proposed and outline proposed lines of communication for this contract, followed by brief biographies for key personnel. Focused resumes are provided in **Appendix A**.

Dudek is proposing to provide services for the following eleven Service Categories identified in the RFP:

- **CATEGORY 1** Project Administration
- **CATEGORY 2** Community Outreach and Engagement
- **CATEGORY 3** Land Use
- **CATEGORY 4** Mobility
- **CATEGORY 5** Economic Analysis
- **CATEGORY 6** Urban Design
- **CATEGORY 7** Historic Preservation
- **CATEGORY 8** Public Facilities
- **CATEGORY 9** Urban Greening
- **CATEGORY 10** CEQA Documents
- **CATEGORY 11** Climate Resilience

Ms. Bleier will be the main point of contact, responsible for managing the overall contract with support from the project managers for each category. Ms. Bleier will assign the most appropriate staff for each task order, including our (SLBE)/(ELBE) subconsultants.

As the cofounder and director of Dudek's Planning & Urban Design Group, Ms. Bleier is well-equipped to provide the City with the highest level of service and is committed to providing responsive, efficient, and high-quality multidisciplinary planning services to the City. Ms. Bleier is a San Diego native with over 19 years in the planning industry and 14 years served at Dudek. She is ready and able to make this contract her top priority.

On the following pages, we provide our team's makeup organized by the Service Categories we are proposing on.

Figure 3. Dudek Team Organization (Project Administration)

DUDEK PROJECT TEAM

CATEGORY 1 / Project Administration

MANAGEMENT

The City of SAN DIEGO

CONTRACT MANAGER/PRINCIPAL IN CHARGE
Asha Bleier, AICP, LEED AP, BD+C

TASK LEADERS

COMMUNITY OUTREACH AND ENGAGEMENT
Laurie Grover

LAND USE
Elizabeth Dickson, AICP

MOBILITY
Dennis Pascua

ECONOMIC ANALYSIS
Michael Tactay (KMA)

URBAN DESIGN
Gaurav Srivastava, AICP

HISTORIC PRESERVATION
Nicole Frank, MSHP

PUBLIC FACILITIES
Greg Ripperger, PE

URBAN GREENING
Nicole Rieger, PE, QSD

CEQA
Carey Fernandes, AICP

CLIMATE RESILIENCE
Kelly Bray

PROJECT TEAM

2. COMMUNITY OUTREACH AND ENGAGEMENT
Erika Kash
Elizabeth Dickson
Janet Rodriguez
Shannon Heffernan, AICP
Raoul Ranoa (Infographics)
Imagine Creative Services LLC
Citythinkers Inc.

3. LAND USE
Erika Van Sickel
Laurie Grover
Catherine Tang Saez
Rose Newberry, AICP, WEDG
Chris Starbird (GIS, Website Programming)
Raoul Ranoa (Infographics)
Citythinkers Inc.
Chen Ryan Associates Inc.
Interesting Metrics

4. MOBILITY
Dennis Pascua
Sabita Tewani, AICP, PTP
Jason Reynolds
Chen Ryan Associates, Inc.
Intersecting Metrics

5. ECONOMIC ANALYSIS
Keyser Marston Associates
Pro Forma Advisors LLC

6. URBAN DESIGN
Catherine Tang Saez AICP
Aliah Werth
Citythinkers Inc.
Spurlock Landscape Architects

7. HISTORIC PRESERVATION
Monte Kim
Fallin Steffen, MPS
IS Architecture

8. PUBLIC FACILITIES
Greg Ripperger, PE
Charles Greely, PE, LEED AP
Nicole Rieger, QSD
D-Max Engineering Inc.

9. URBAN GREENING
Vipul Joshi
Carlene Maser
Shannon Brown, PE
Ryan Allen
Kanami Otani
Spurlock Landscape Architects
D-Max Engineering Inc.
Schmidt Design Group Inc.

10. CEQA
Alex Hardy
Chelsea Ohanesian
Mark Storm, INCE Bd. Cert. (Noise)
Jennifer Reed (AQ, GHG)
Micah Hale, PhD, RPA (Cultural)
Megan Enright (Biology)
Michael Huff, RCA (Fire Protection)
Balk Biological, Inc.
The Bodhi Group
Citythinkers Inc.

11. CLIMATE RESILIENCE
Henry Eckold
Rose Newberry, AICP, WEDG
Sarah Richmond, PG
Christine Pereira
Patrick Miskel, PE
Evolution Affairs

Table 1. Project Administration Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Asha Bleier, AICP, LEED AP BD+C Contract Manager/ Principal-in-Charge/ Project Administration Project Manager	**Education** University of California, Santa Barbara BA, Environmental Studies (Geography/Urban Planning emphasis) **Certifications** Association of Environmental Professionals (AICP) No. 222436 American Institute of Architects Associate, No. 30528635 LEED AP BD+C	» 19 years' experience » As-Needed Multidisciplinary Planning Services, City of San Diego, California » San Diego Association of Governments, San Diego County, California » As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California
Laurie Grover Community Outreach and Engagement Project Manager	**Education** San Diego State University MA, City Planning University of California, Berkeley BA, Legal Studies	» 12 years' experience » Los Angeles County Metro Area Plan, County of Los Angeles, California » Focused General Plan Update, City of Rialto, California » Annual Report on Homes, City of San Diego, California
Elizabeth Dickson, AICP Land Use Project Manager	**Education** San Diego State University MA, City Planning University of Montevallo BA, Business Administration **Certifications** American Institute of Certified Planners (AICP), No. 34733	» 8 years' experience » General Plan Update, City of Newport Beach, California » Comprehensive Zoning Code Update, City of Pico Rivera, California » Housing Element Implementation Program, City of Indio, California
Gaurav Srivastava, AICP Urban Design Project Manager	**Education** Massachusetts Institute of Technology MCP, City Planning School of Planning and Architecture, Delhi BArch, Architecture, **Certifications** American Institute of Certified Planners (AICP)	» 21 years' experience » Mira Mesa Community Plan Update, City of San Diego, California » Old Town Newhall Specific Plan, City of Santa Clarita, California » Citywide Complete Streets Plan, City of Burbank, California
Nicole Frank, MSHP Historic Preservation Project Manager	**Education** The School of the Art Institute of Chicago MS, Historic Preservation The College of Charleston BA, Historic Preservation and Art History	» 8 years' experience » Mira Mesa CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California » University CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California » Coronado Citywide Historic Resources Inventory and Historic Context Statement, City of Coronado, California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Nicole Rieger, PE, QSD Urban Greening Project Manager	**Education** California Polytechnic State University, San Luis Obispo BS, Civil Engineering **Certifications** Professional Civil Engineer (PE), CA No. 70782 Qualified SWPPP Developer, No. 24471	» 21 years' experience » Park Drive Drainage Improvements, City of Carlsbad, California » Coast Boulevard Sea Cave Emergency Stabilization Project, Flatiron West, San Diego, California » Coast Highway Sidewalk and Green Street Improvements, City of Encinitas, California
Carey Fernandes, AICP CEQA Project Manager	**Education** San Diego State University MA, Public Administration University of California, Santa Barbara BA, English **Certifications** American Institute of Certified Planners (AICP), No. 016067	» 30 years' experience » De Anza Revitalization Plan EIR, City of San Diego, California. » EIR for County Wind Energy Ordinance, County of San Diego, California » Countywide Vector Control Programmatic EIR, County of San Diego, California

Table 2. Project Administration Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
CityThinkers, Inc. ELBE	Citythinkers is an integrated and multi-disciplinary planning and urban design firm based in San Diego, California with 25 years of experience in the fields of planning, housing, outreach, and design. The firm's work ranges in scale and scope from General Plans to Community Plans, Master Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, Coastal Resilience Planning, and Community Outreach.

Figure 4. Dudek Team Organization (Community Outreach and Engagement)

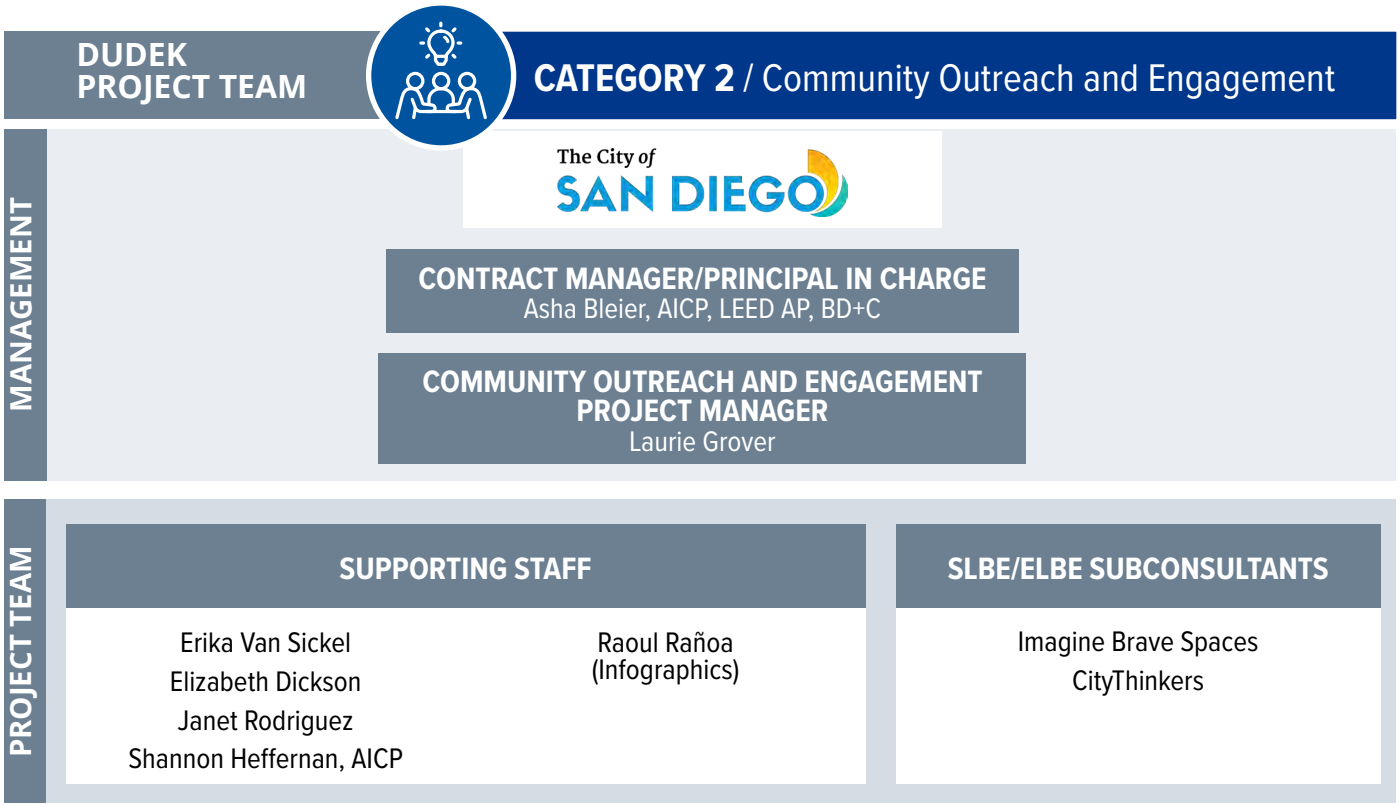


Table 3. Community Outreach and Engagement Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Laurie Grover Community Outreach and Engagement Project Manager	**Education** San Diego State University MA, City Planning University of California, Berkeley BA, Legal Studies	» 12 years' experience » Los Angeles County Metro Area Plan, County of Los Angeles, California » Focused General Plan Update, City of Rialto, California » Annual Report on Homes, City of San Diego, California
Erika Van Sickel	**Education** University of Southern California MPL, Urban Planning/Design University of California, Santa Barbara BA, Environmental Studies **Certifications** Certificate, Real Estate Development	» 8 years' experience » Manhattan Beach Housing Element Update, City of Manhattan Beach, California » Pro-Housing Assessment, City of Indio, California » Indio Housing Element Update, City of Indio, California
Elizabeth Dickson, AICP	**Education** San Diego State University MA, City Planning University of Montevallo BA, Business Administration **Certifications** American Institute of Certified Planners (AICP), No. 34733	» 8 years' experience » General Plan Update, City of Newport Beach, California » Comprehensive Zoning Code Update, City of Pico Rivera, California » Housing Element Implementation Program, City of Indio, California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Janet Rodriguez	**Education** University of Southern California MA, Urban Planning/Design and Graduate Certificate in Real Estate Development University of California, Los Angeles BA, Geography/Environmental Studies	» 6 years' experience » Barstow Housing Element Update, City of Barstow, California » Manhattan Beach Housing Element Update, City of Manhattan Beach, California » Metro Area Plan, County of Los Angeles Department of Regional Planning, California
Shannon Heffernan, AICP	**Education** University of Southern California Executive Master of Urban and Regional Planning, Concentration in Real Estate Development California Polytechnic State University, San Luis Obispo BS, City and Regional Planning **Certifications** American Institute of Certified Planners (AICP)	» 16 years' experience » Pacific/Randolph and Florence/Salt Lake Station Area Plans, Huntington Park, Bell, Cudahy, and Maywood, California » Metro Little Tokyo/Arts District Station Joint Development Opportunity Analysis, Los Angeles, California » Glendale Arts and Entertainment District Visioning, Glendale, California
Raoul Rañoa Infographics	**Education** California Polytechnic State University, Pomona BA, Communications (Journalism focus)	» 30 years' experience » City of San Diego Annual Housing Report » DWR Technical Assistance Program, Department of Water Resources, State of California » Irvine Ranch Water District Aerial Analysis for San Joaquin Marsh, Irvine Ranch Water District, California

Table 4. Community Outreach and Engagement Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
Imagine Creative Services, LLC SLBE/ELBE	Imagine is a creative engagement consulting company working at the intersection of applied theatre, multimedia arts, and community development. Founded in 2021, we utilize the arts to educate, connect, inspire, and activate as we seek to support the flourishing of San Diego's diverse communities. Our experience on local projects like Build Better SD, the Inclusive Public Engagement Guide, and the Mid-City Communities Plan Update has equipped us to work dynamically and responsively to the unique needs of the San Diego community.
CityThinkers, Inc. ELBE	Citythinkers is an integrated and multi-disciplinary planning and urban design firm based in San Diego, California with 25 years of experience in the fields of planning, housing, outreach, and design. The firm's work ranges in scale and scope from General Plans to Community Plans, Master Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, Coastal Resilience Planning, and Community Outreach.

Figure 5. Dudek Team Organization (Land Use)

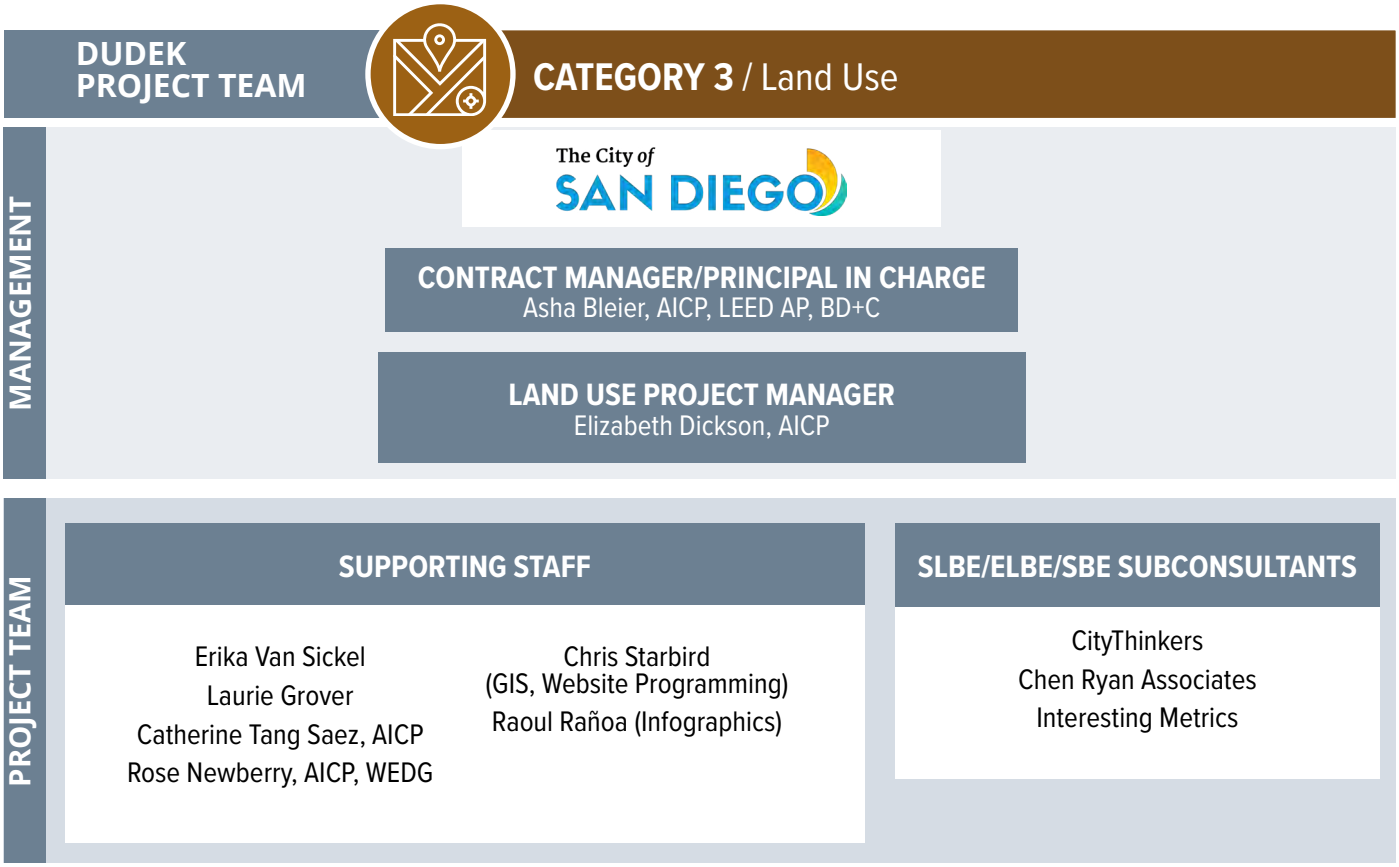


Table 5. Land Use Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Elizabeth Dickson, AICP Land Use Project Manager	**Education** San Diego State University MA, City Planning University of Montevallo BA, Business Administration **Certifications** American Institute of Certified Planners (AICP), No. 34733	» 8 years' experience » General Plan Update, City of Newport Beach, California » Comprehensive Zoning Code Update, City of Pico Rivera, California » Housing Element Implementation Program, City of Indio, California
Erika Van Sickel	**Education** University of Southern California MPL, Urban Planning/Design University of California, Santa Barbara BA, Environmental Studies **Certifications** Certificate, Real Estate Development	» 8 years' experience » Manhattan Beach Housing Element Update, City of Manhattan Beach, California » Pro-Housing Assessment, City of Indio, California » Indio Housing Element Update, City of Indio, California
Laurie Grover	**Education** San Diego State University MA, City Planning University of California, Berkeley BA, Legal Studies	» 12 years' experience » Los Angeles County Metro Area Plan, County of Los Angeles, California » Focused General Plan Update, City of Rialto, California » Annual Report on Homes, City of San Diego, California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Catherine Tang Saez, AICP	**Education** Harvard University MAUD, Urban Design University of Southern California BArch, Architecture **Certifications** American Institute of Certified Planners (AICP)	» 17 years' experience » Mira Mesa Community Plan Update, City of San Diego, California » El Cajon Development Standards, City of El Cajon, California » Pico Rivera CZCU, Pico Rivera, California
Rose Newberry, AICP, WEDG	**Education** California Polytechnic State University, San Luis Obispo MCRP, Environmental Planning and Sustainability Humboldt State University BS, Environmental Management and Protection/Natural Resources Planning **Certifications** American Institute of Certified Planners (AICP) No. 31064 Waterfront Edge Design Guidelines (WEDG) Associate	» 9 years' experience » Regional Resilience Tool for the San Diego Association of Governments, San Diego County, California » Resilience Roadmap for the San Diego Association of Governments, San Diego County, California » Eureka Waterfront Specific Plan, Eureka, California
Chris Starbird GIS, Website Programming	**Education** University of California, Santa Barbara BA, Geography	» 20 years' experience » Beverly Hills Creative Office Project Environmental Impact Report, City of Beverly Hills, California » Pacific Coast Commons Specific Plan EIR, El Segundo, California » Buena Vista Project EIR, Los Angeles, California
Raoul Rañoa Infographics	**Education** California Polytechnic State University, Pomona BA, Communications (Journalism focus)	» 30 years' experience » City of San Diego Annual Housing Report » DWR Technical Assistance Program, Department of Water Resources, State of California » Irvine Ranch Water District Aerial Analysis for San Joaquin Marsh, Irvine Ranch Water District, California

Table 6. Land Use Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
CityThinkers, Inc. ELBE	Citythinkers is an integrated and multi-disciplinary planning and urban design firm based in San Diego, California with 25 years of experience in the fields of planning, housing, outreach, and design. The firm's work ranges in scale and scope from General Plans to Community Plans, Master Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, Coastal Resilience Planning, and Community Outreach.
Chen Ryan Associations, Inc. DBE/WBE/SBE/MBE	Chen Ryan Associates, Inc. dba CR Associates (CRA) is a San Diego-based mobility consulting firm with over 50 professionals. Our comprehensive services encompass transportation planning, engineering, and design, allowing us to engage in projects from inception to implementation. CRA's longstanding partnership with the City of San Diego has afforded us deep insights into City policies, standards, and regulations governing transportation infrastructure. We are DBE, WBE, SBE, and MBE certified.
Interesting Metrics ELBE	Intersecting Metrics is a San Diego based transportation engineering, mobility planning, and public facilities financing firm that was established in 2021. Intersecting Metrics brings a data-focused approach to solving complex problems, which allows us to establish unique and innovative methods in our analysis. We work closely with our clients to understand their transportation needs, so we are able to effectively develop smart and sustainable solutions that provide efficient mobility for all. Intersecting Metrics provides a variety of mobility-related services including multi-modal planning, transportation impact analysis, operations analysis, peer review, and project management. We also provide services relating to public facilities financing, including fee program development, nexus studies, financial projections, and fee program evaluations. Stephen Cook, our Founding Principal, has provided transportation engineering and public facilities financial services to the San Diego Region since 2001.

Figure 2. Dudek Team Organization (Mobility)

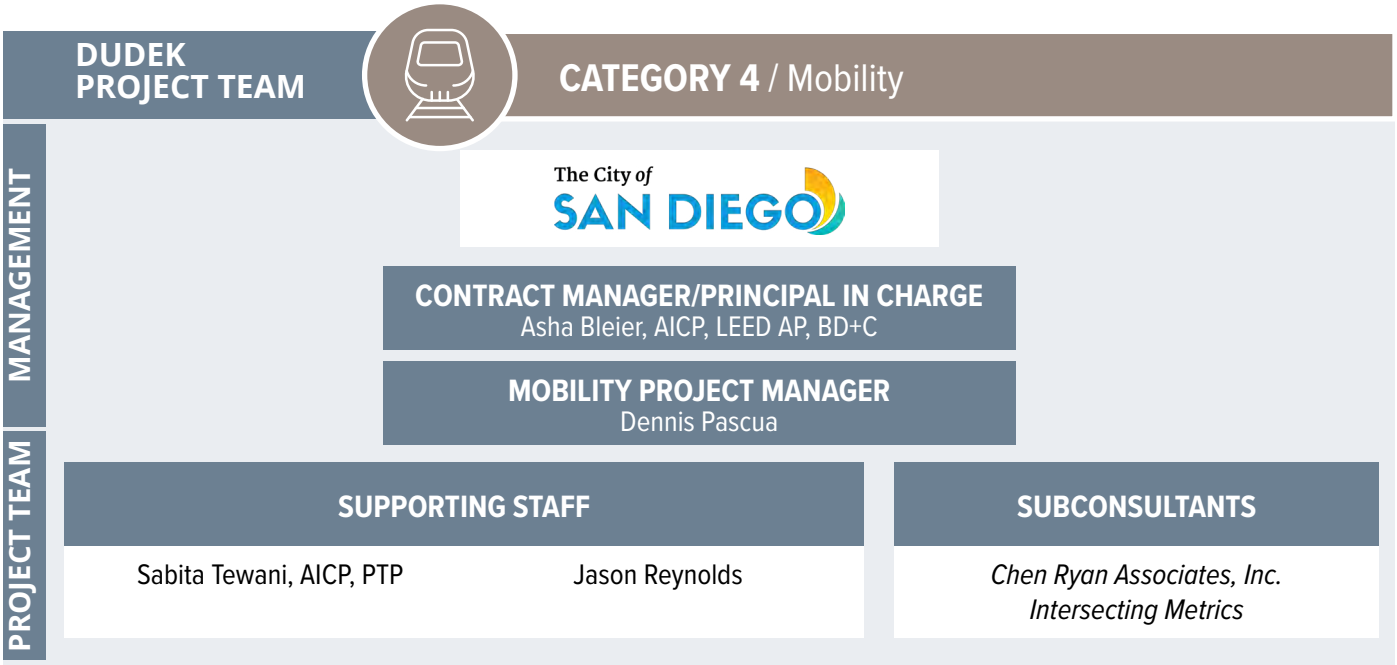


Table 7. Mobility Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Dennis Pascua Mobility Project Manager	**Education** University of California, Irvine BA, Social Ecology (Environmental Analysis and Design)	» 31 years' experience » Harbor Park Beach Construction Grading and Maintenance Program, San Diego Unified Port District, California » Alta Oceanside, City of Oceanside, California » Mission Flats, City of Oceanside, California
Sabita Tewani, AICP, PTP	**Education** Newcastle University MSc, Transportation Engineering and Operations School of Planning and Architecture, New Delhi MA, Planning (Transportation specialization) BA, Architecture **Certifications** AICP Professional Transportation Planner (PTP)	» 12 years' experience » Otay Mesa Specific Plan Amendment, County of San Diego, California » Otay Business Park, County of San Diego, California » California Crossings, County of San Diego, California » Auto Storage, Wrecking, and Recycling Facility, County of San Diego, California
Jason Reynolds	**Education** California Polytechnic State University, San Luis Obispo BS, City and Regional Planning,	» 8 years' experience » General Plan Update, City of Newport Beach, California » Comprehensive Zoning Code Update, City of Pico Rivera, California » Housing Element Implementation Program, City of Indio, California

Table 8. Mobility Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
Mobility Chen Ryan Associates Inc. DBE/WBE/SBE/MBE	Chen Ryan Associates Inc. dba CR Associates (CRA) is a San Diego-based mobility consulting firm with over 50 professionals. Our comprehensive services encompass transportation planning, engineering, and design, allowing us to engage in projects from inception to implementation. CRA's long-standing partnership with the City of San Diego has afforded us deep insights into City policies, standards, and regulations governing transportation infrastructure. We are DBE, WBE, SBE, and MBE certified.
Mobility Interesting Metrics ELBE	Intersecting Metrics is a San Diego-based transportation engineering, mobility planning, and public facilities financing firm that was established in 2021. Intersecting Metrics brings a data-focused approach to solving complex problems, which allows us to establish unique and innovative methods in our analysis. We work closely with our clients to understand their transportation needs, so we are able to effectively develop smart and sustainable solutions that provide efficient mobility for all. Intersecting Metrics provides a variety of mobility-related services, including multi-modal planning, transportation impact analysis, operations analysis, peer review, and project management. We also provide services relating to public facilities financing, including fee program development, nexus studies, financial projections, and fee program evaluations. Stephen Cook, our founding principal, has provided transportation engineering and public facilities financial services to the San Diego region since 2001.

Figure 2. Dudek Team Organization (Economic Analysis)



Table 9. Economic Analysis Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
Economic Analysis Keyser Marston Associates, Inc. SB (micro)	Keyser Marston Associates, Inc. (KMA) is a multi-disciplined real estate and economic advisory firm founded in 1973. From its offices in San Diego, Los Angeles, and Berkeley, KMA has served over 700 clients on more than 2,500 projects. Public sector clients include nearly every major municipality in California, cities and counties, housing authorities, transit districts, special districts, port authorities, and colleges and universities. KMA has a long history providing the City of San Diego with a broad range of consultative services in support of the City's varied planning initiatives.
Economic Analysis Pro Forma Advisors LLC	Pro Forma Advisors LLC is a partnership committed to providing objective, unbiased economic analysis of real estate development projects. We apply extensive experience, creative thinking, new business approaches, and data-driven analysis to our projects. Pro Forma Advisors are highly experienced in working within multi-disciplinary project teams providing market analysis, financial feasibility, economic and fiscal impacts, and economic development strategies. Staff has been located and working in San Diego for the last 15 years.

Figure 6. Dudek Team Organization (Urban Design)



Table 10. Urban Design Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Gaurav Srivastava, AICP Urban Design Project Manager	**Education** Massachusetts Institute of Technology MCP, City Planning School of Planning and Architecture, Delhi BArch, Architecture, **Certifications** American Institute of Certified Planners (AICP)	» 21 years' experience » Mira Mesa Community Plan Update, City of San Diego, California » Old Town Newhall Specific Plan, City of Santa Clarita, California » Citywide Complete Streets Plan, City of Burbank, California
Catherine Tang Saez, AICP	**Education** Harvard University MAUD, Urban Design University of Southern California BArch, Architecture **Certifications** American Institute of Certified Planners (AICP)	» 17 years' experience » Mira Mesa Community Plan Update, City of San Diego, California » El Cajon Development Standards, City of El Cajon, California » Pico Rivera CZCU, Pico Rivera, California
Aliah Werth	**Education** Rhode Island School of Design Master of Architecture Vassar College, BA, Urban Studies	» 4 years' experience » Brookhurst Corridor Master Plan, City of Anaheim, California » Housing Incentive Overlay Zone, City of Fullerton, California » Hanging Lake Trail Shuttle Service, U.S. Forest Service, Glenwood Springs, Colorado

Table 11. Urban Design Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
CityThinkers, Inc. ELBE	Citythinkers is an integrated and multi-disciplinary planning and urban design firm based in San Diego, California with 25 years of experience in the fields of planning, housing, outreach, and design. The firm's work ranges in scale and scope from General Plans to Community Plans, Master Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, Coastal Resilience Planning, and Community Outreach.
Spurlock Landscape Architects SBLE/WBE	Spurlock's services include landscape architecture, planning, and urban design. Established in 1988, Spurlock is comprised of 18 team members. Core services for this contract include preparing or assisting with technical planning reports, such as visual analysis studies or consistency determinations. Spurlock will conduct field evaluations and assessments to prepare visual analysis. Spurlock has held City as-needed contracts for landscape architecture since 2016 and is also a team member on other City as-needed contracts, including planning, architecture, civil, and transportation engineering.

Figure 7. Dudek Team Organization (Historic Preservation)



Table 12. Historic Preservation Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Nicole Frank, MSHP Historic Preservation Project Manager	**Education** The School of the Art Institute of Chicago MS, Historic Preservation The College of Charleston BA, Historic Preservation and Art History	» 8 years' experience » Mira Mesa CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California » University CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California » Coronado Citywide Historic Resources Inventory and Historic Context Statement, City of Coronado, California
Monte Kim	**Education** University of California, Santa Barbara PhD, History California State University, Sacramento MA, Public History University of California, Santa Cruz BA, History	» 20 years' experience » Area of Potential Effects Justification & Preliminary Effects Assessment Memorandum for the San Luis Rey Habitat Management Area Wetland Restoration Project, San Diego County, California » Cultural Resources Technical Report, SDSU Fenton Bridge Project, San Diego, California » On-Call Services for Department of Water Resources, Operations and Maintenance Division, State of California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Fallin Steffen, MPS	**Education** Tulane University, New Orleans, LA Masters of Preservation Studies University of California, Santa Cruz, CA, B.A. History of Art & Visual Culture	» 9 years' experience » Historic Context Statement for Reservoirs, City of San Diego Public Utilities Department, San Diego, California » Mira Mesa Community Plan Area (CPA) Historic Context Statement and Mira Mesa CPA Focused Reconnaissance Survey, City of San Diego Planning Department, San Diego, California » University CPA Historic Context Statement and University CPA Focused Reconnaissance Survey, City of San Diego Planning Department, San Diego, California

Table 13. Historic Preservation Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
IS Architecture	IS Architecture is a nationally recognized, award-winning firm dedicated to the preservation and renewal of our built environment. It was founded by Ione R. Stiegler, FAIA, NCARB, who, in addition to her historic preservation specialization, has become one of the nation's leading experts in preserving historic adobe. Over the past 35 years, IS Architecture has successfully applied the Secretary of the Interior's (SOIS) Standards for the Treatment of Historic Resources on numerous projects implementing all four approved treatments: Restoration, Preservation, Rehabilitation, and Reconstruction. Drawing on this expertise, IS Architecture has rehabilitated or restored more than 200 historic structures. The firm also provides professional preservation reports and assessments for scores of other projects, including over 340 Determinations of Eligibility and over 310 DPR 523 Forms as well as large-scale planning surveys for built environment resources, with over 23,000 resources surveyed. IS Architecture has extensive experience working within the highly regulated environment of CEQA and NEPA, giving our team an in-depth understanding of potential project effects. Through the application of the SOIS's Standards for the Treatment of Historic Properties, IS Architecture can advise how to avoid, reduce, or mitigate substantial impacts caused by project actions, thus addressing CEQA and/or NEPA, National Historic Preservation Act (NHPA) Section 106 or PRC 5024.5 compliance. Our firm completes the design recommendations, documents, and reports needed to ensure compliance with environmental mandates. In addition, IS Architecture is intimately familiar with local, state, and federal planning processes, policies, and regulations, as well as with the SOIS's Standards for the Treatment of Historic Properties, CEQA, National Park Service Preservation Briefs, Americans with Disabilities Act (ADA) requirements, and National and Local Register of Historic Places Criteria. The firm is also familiar with working with environmental consultants as part of either a CEQA or a Coastal Commission process.

Figure 2. Dudek Team Organization (Public Facilities)



Table 14. Public Facilities Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Greg Ripperger, PE Public Facilities Project Manager	**Education** Oklahoma State University BS, Civil Engineering, Cum Laude, Honors **Certifications** PE, CA No. 79499; AZ No. 67991 Water Audit Validator, American Water Works Association	» 15 years' experience » 2020 Riverside Facilities Master Plan, Western Municipal Water District, Riverside, California » San Gabriel Boulevard Sewer Upgrade, City of San Gabriel, California » Station Square Transit Village, City of Monrovia, California
Charles Greely, PE, LEED AP	**Education** University of Washington BS, Civil Engineering **Certifications** Professional Civil Engineer (PE) CA No. 69056; WA No. 40823 South Coast Air Quality Management District Fugitive Dust Control Certification, No. 05-08-3112 LEED AP	» 23 years' experience » Lake Hodges Reservoir Oxygenation System, City of San Diego, California » El Camino Memorial Park, City of San Diego, California » Midway Street Bluff–Storm Drain and Slope Repair Project, City of San Diego, California » West Mission Bay Bridge Traffic Control Plan, Flatiron Construction, City of San Diego, California
Nicole Rieger, PE, QSD	**Education** California Polytechnic State University, San Luis Obispo BS, Civil Engineering **Certifications** Professional Civil Engineer (PE), CA No. 70782 Qualified stormwater pollution prevention plan (SWPPP) Developer, No. 24471	» 21 years' experience » Park Drive Drainage Improvements, City of Carlsbad, California » Coast Boulevard Sea Cave Emergency Stabilization Project, Flatiron West, San Diego, California » Coast Highway Sidewalk and Green Street Improvements, City of Encinitas, California

Table 15. Public Facilities Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
Public Facilities D-Max Engineering Inc. SLBE	D-Max Engineering Inc. (D-Max) is a local environmental consulting firm specializing in stormwater services for municipalities. We have over 20 years of experience working with the City of San Diego, including green street projects, technical support on stormwater design for park projects, and updating the City's Stormwater Standards Manual. We have helped National City, El Cajon, La Mesa, and Santee successfully execute grant-funded projects for stream restoration, green street, park, and urban forestry projects.

Figure 8. Dudek Team Organization (Urban Greening)



Table 16. Urban Greening Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Nicole Rieger, PE, QSD Urban Greening Project Manager	**Education** California Polytechnic State University, San Luis Obispo BS, Civil Engineering **Certifications** Professional Civil Engineer (PE), CA No. 70782 Qualified SWPPP Developer, No. 24471	» 21 years' experience » Park Drive Drainage Improvements, City of Carlsbad, California » Coast Boulevard Sea Cave Emergency Stabilization Project, Flatiron West, San Diego, California » Coast Highway Sidewalk and Green Street Improvements, City of Encinitas, California
Kristina Hysler, PE	**Education** University of Texas, Austin MS, Environmental and Water Resources Engineering University of Maryland BA, German Language BS, Civil Engineering **Certifications** Professional Civil Engineer (PE), California No. 70204	» 22 years' experience » As Needed Environmental Monitoring Contract, City of San Diego, California » NPDES Permit and Other Regulatory Support, City of San Diego, California » As-Needed Water Quality Improvement Plan Support, City of San Diego, California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Vipul Joshi	**Education** University of California, San Diego BS, Evolution, Behavior, and Ecology **Certifications** Quino Checkerspot Butterfly and Vernal Pool Branchiopods (Fairy Shrimp) Surveys, USFWS Federal Permit No.TE 019949-2	» 27 years' experience » As-Needed Environmental Services, Stormwater Department, City of San Diego, California » As-Needed Environmental Planning Services, Engineering & Capital Projects Department, City of San Diego, California » Tijuana River Valley Emergency Channel Maintenance Project, City of San Diego, California
Carlene Maser	**Education** San Diego State University BS, Environmental Engineering	» 3 years' experience » San Carlos Reservoir Replacement Project, City of San Diego, California » San Dieguito East Mitigation Project, City of San Diego, San Diego, CA » Tijuana River Smythe 1 Channel Maintenance, City of San Diego, San Diego, CA
Shannon Brown, PE	**Education** California State University, Fullerton MS, Environmental Engineering University of California, Davis BS, Environmental and Resource Science **Certifications** Professional Civil Engineer (PE), California No. 92771	» 15 years' experience » As-Needed Environmental Services, Stormwater Department, City of San Diego, California » Port of San Diego As Needed Engineering Services, San Diego, California » Small MS4 Permit Compliance Program, City of Goleta
Ryan Allen	**Education** Pepperdine University BA, Communications (Creative Writing emphasis) **Certifications** Certified Arborist, No. WE 10316A Tree Risk Assessment Qualified Municipal Specialist	» 16 years' experience » UFMP Preliminary Planning and Roadmap, City of Los Angeles, California » UFMP, City of Downey, California » Community Forest Management Plan, City of San Jose, California
Kanami Otani	**Education** California Polytechnic State University, Pomona BS, Nutrition Science, **Certifications** International Society of Arboriculture (ISA) Certified Arborist, No. WE 13275A ISA Tree Risk Assessment Qualified Tree Care Industry Association (TCIA) Certified Tree Care Safety Professional, No. 03895	» 7 years' experience » Urban Forest Management Plan, City of Rancho Cucamonga, California » UFMP, County of Los Angeles, California » Urban Forest Plan, City of Alameda, California

Table 17. Urban Greening Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
Spurlock Landscape Architects SBLE/WBE	Spurlock's services include landscape architecture, planning, and urban design. Established in 1988, Spurlock is comprised of 18 team members. Core services for this contract include preparing or assisting with technical planning reports, such as visual analysis studies or consistency determinations. Spurlock will conduct field evaluations and assessments to prepare visual analysis. Spurlock has held City as-needed contracts for landscape architecture since 2016 and is also a team member on other City as-needed contracts, including planning, architecture, civil, and transportation engineering.
D-Max Engineering Inc. SLBE	D-Max Engineering Inc. (D-Max) is a local environmental consulting firm specializing in stormwater services for municipalities. We have over 20 years of experience working with the City of San Diego, including green street projects, technical support on stormwater design for park projects, and updating the City's Stormwater Standards Manual. We have helped National City, El Cajon, La Mesa, and Santee successfully execute grant-funded projects for stream restoration, green street, park, and urban forestry projects.
Schmidt Design Group Inc. SB	Founded in 1983, Schmidt Design Group (SDG) provides comprehensive landscape architecture and planning services with an emphasis on balancing artistic design with environmental integrity. The firm is a client-centered and service-oriented small business focused on creating positive change in the communities with which they work. Schmidt Design Group specializes in the provision of as-needed services for public municipalities. SDG was awarded City of San Diego's As-Needed Landscape Architecture contract in 2006 and has held this agreement for 17 consecutive years across multiple contracts.

Figure 9. Dudek Team Organization (CEQA)

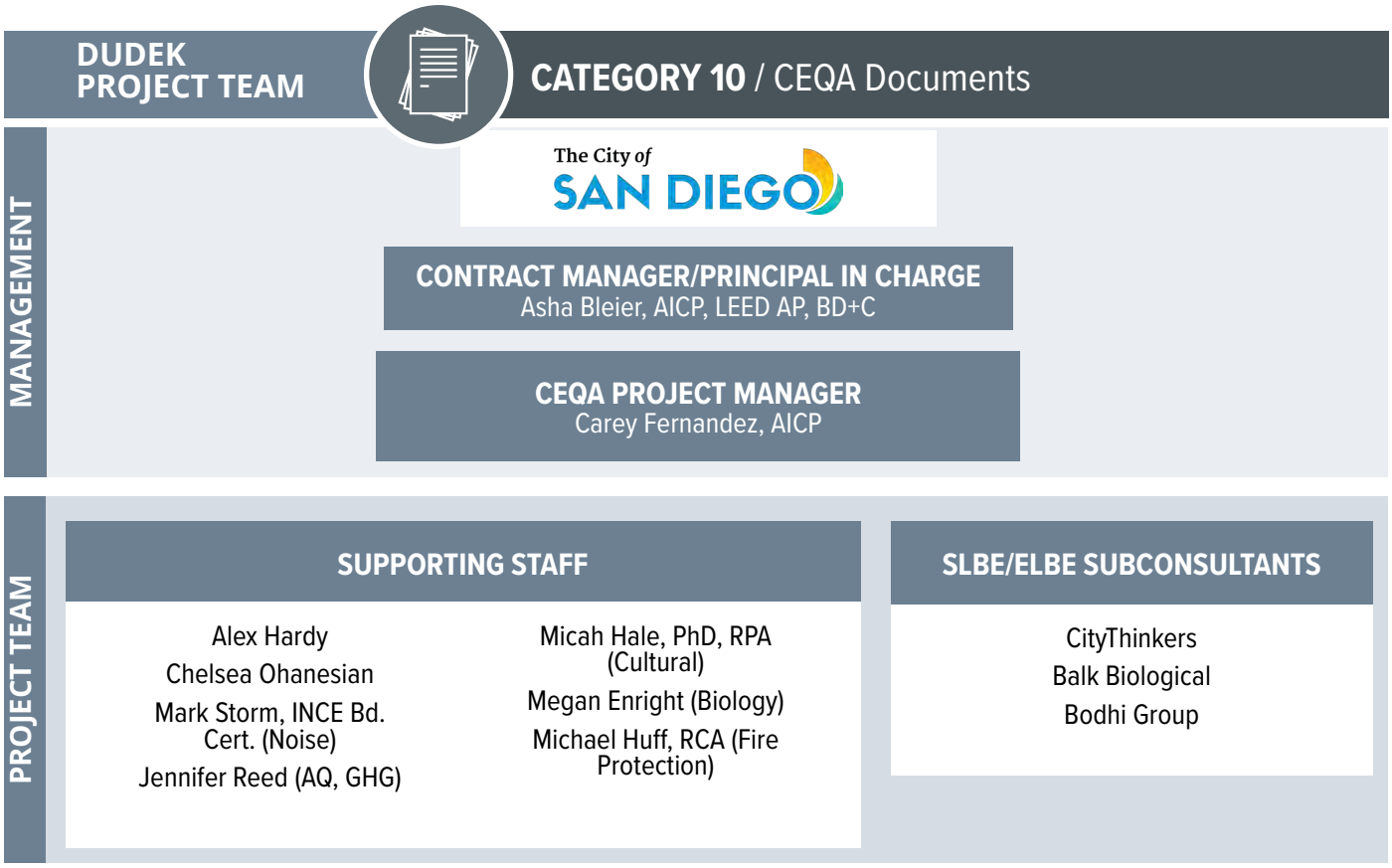


Table 18. CEQA Documents Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Carey Fernandes, AICP CEQA Project Manager	**Education** San Diego State University MA, Public Administration University of California, Santa Barbara BA, English **Certifications** American Institute of Certified Planners (AICP), No. 016067	» 30 years' experience » De Anza Revitalization Plan EIR, City of San Diego, California » EIR for County Wind Energy Ordinance, County of San Diego, California » Countywide Vector Control Programmatic EIR, County of San Diego, California
Alex Hardy	**Education** San Francisco State University MA, History University of California, Berkeley BA, History	» 22 years' experience » As-Needed Environmental Services Contract, San Diego County Water Authority (Water Authority), California » Mission Trails Flow Regulatory Structure II and Flow-Control Facility, Water Authority, San Diego, California » First San Diego Aqueduct Southern Structures Rehabilitation Project, Water Authority, Escondido and Poway, California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Chelsea Ohanesian	**Education** University of California, Davis BS, Environmental Policy, Analysis and Planning with emphasis in Water Quality and focus in Wildlife Management	» 11 years' experience » Riverview Development Project, Integral Communities, City of Santa Clarita, California » Jefferson Murrieta Project, JPI Companies, City of Murrieta » Solaris Business Park, Country Club Ventures, City of Escondido
Mark Storm, INCE Bd. Cert. Noise	**Education** Massachusetts Institute of Technology BS, Aeronautics and Astronautics **Certifications** Institute of Noise Control Engineering (INCE) Board Certified County of San Diego – Approved CEQA Consultant for Noise	» 32 years' experience » Pomerado Segment 2 Channel – Municipal Waterways Maintenance Program, City of San Diego, California. » Qualcomm Stadium Replacement EIR, City of San Diego, California » Utilities Undergrounding Program EIR, City of San Diego, California.
Jennifer Reed Air Quality, Green House Gas	**Education** University of California, Santa Barbara BA, Environmental Studies BA, Geography	» 18 years' experience » Pure Water Program, North City Project, EIR, City of San Diego, California » 4275 Mission Bay Drive Mixed-Use Project, JPI Real Estate Acquisition LLC, San Diego, California » TerraCount Assessment for San Diego County, San Diego County, California
Micah Hale, PhD, RPA Cultural	**Education** University of California, Davis PhD, Anthropology BS, Anthropology California State University, Sacramento MA, Anthropology **Certifications** Register of Professional Archaeologists (RPA)	» 28 years' experience » Poseidon Resources Desalination Plant and Pipeline Wetland Mitigation Archaeological Evaluation, City of San Diego, San Diego County, California » San Clemente Canyon Survey, City of San Diego Metropolitan Wastewater Department, City of San Diego, San Diego County, California » Lake Murray Survey, City of San Diego Metropolitan Wastewater Department, La Mesa, San Diego County, California
Megan Enright Biology	**Education** University of California, San Diego BS, Biology/Ecology **Certifications** Federal Permit to Conduct Fairy Shrimp Surveys, Permit No. TE022524-0 CDFW Rare, Threatened, and Endangered Plant Voucher Collection Permit, Permit No. 05006	» 27 years' experience » Old Mission Dam Project, City of San Diego Parks and Recreation Division, San Diego, California » Miramar Trunk Sewer Canyon Replacement and Permanent Access Project, City of San Diego Metropolitan Wastewater Department, San Diego, California » As-Needed Biological Services Contracts, City of San Diego Metropolitan Wastewater Department, San Diego, California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Michael Huff, RCA Fire Protection	**Education** Northern Arizona University BS, Forest Management **Certifications** Registered Consulting Arborist (RCA), No. 640 Certified Arborist, No. WE-4276A San Diego County Department of Planning and Land Use-Approved Fire Protection Planner Laguna Beach Fire Department-Approved Fire Protection Planner Certified Wildland Fire Ecologist	» 32 years' experience » The Junipers Age-Restricted Residential Development, Lennar Homes, San Diego, California » Trails at Carmel Mountain Ranch Residential Development Project, New Urban West, San Diego, California » Fairmont Fire Station Fire Fuel Load Modeling Report, City of San Diego, California

Table 19. CEQA Documents Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
CityThinkers Inc. ELBE	Citythinkers is an integrated and multi-disciplinary planning and urban design firm based in San Diego, California with 25 years of experience in the fields of planning, housing, outreach, and design. The firm's work ranges in scale and scope from General Plans to Community Plans, Master Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, Coastal Resilience Planning, and Community Outreach.
Balk Biological Inc. SLBE/DBE/WBE	Balk Biological Inc., performs the full complement of biological consulting services, including vegetation community mapping, general and special-status floral/wildlife surveys, wetlands delineation and permitting, habitat restoration, environmental compliance construction monitoring, biological resource impact assessment, and biological document preparation. Balk Biological has extensive experience working on projects as a consultant to several City of San Diego departments, including the Public Works, Engineering and Capital Projects, Transportation and Stormwater, Public Utilities, and Park and Recreation Departments.
The Bodhi Group Inc. SLBE/DBE	The Bodhi Group is qualified and experienced in preparing Geotechnical and Soils Reports, as well as Hazardous Materials Technical Studies. Dudek has teamed with Bodhi Group to successfully prepare these reports for City projects such as the De Anza Cove and Mira Mesa Community Plan Update projects.

Figure 2. Dudek Team Organization (Climate Resilience)

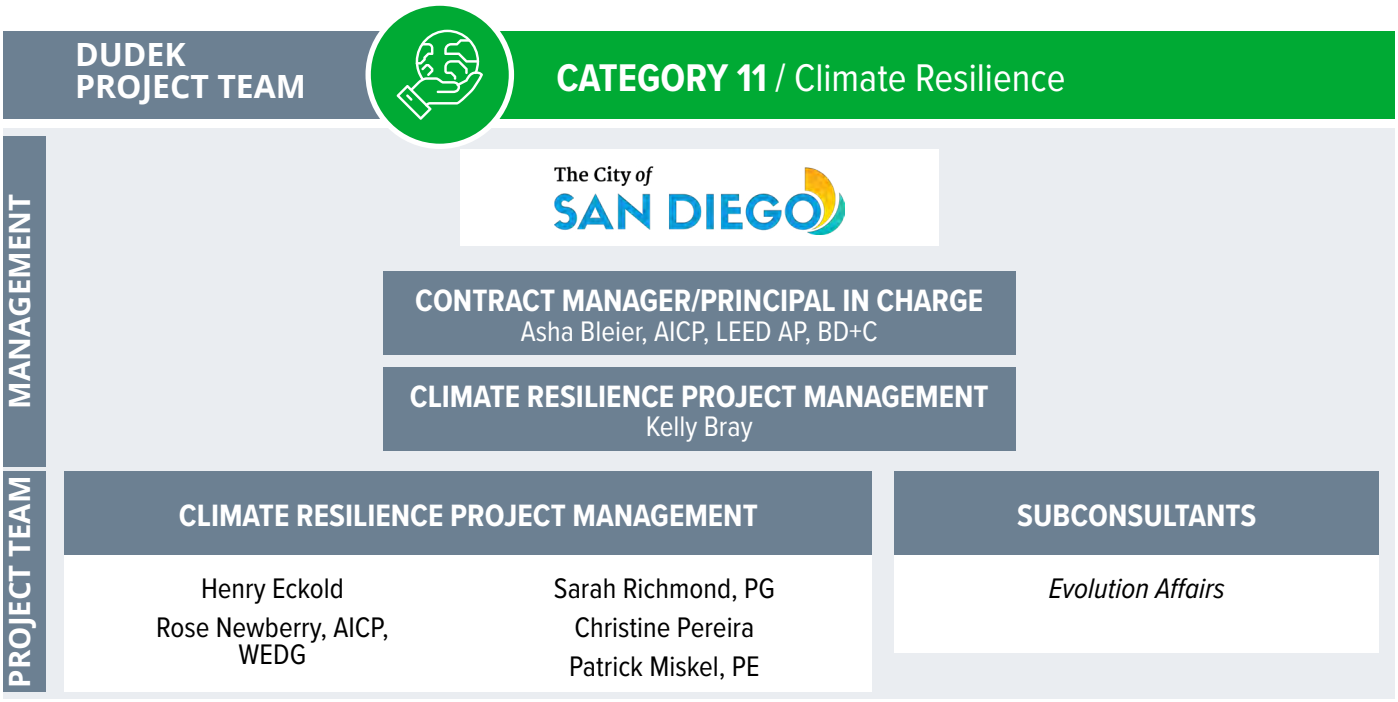


Table 20. Climate Resilience Key Staff

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Kelly Bray Climate Resilience Project Manager	**Education** Florida State University MSP, Urban and Regional Planning University of South Florida BS, Environmental Science and Policy	» 15 years' experience » Manager, Sustainability Services, Harris and Associates, San Diego, California » Division Chief, Sustainability Planning, County of San Diego, California » Senior Project Manager, Sustainability Planning, County of San Diego, California.
Henry Eckold	**Education** California Polytechnic State University, San Luis Obispo MCRP, City and Regional Planning BS, Environmental Management and Protection	» 3 years' experience » Energy and Conservation Action Plan Update, Vacaville, California » Climate Adaptation Plan, City of Rialto, California » Transformative Climate Communities Planning Grant, City of Pomona, California
Rose Newberry, AICP, WEDG	**Education** California Polytechnic State University, San Luis Obispo MCRP, Environmental Planning and Sustainability Humboldt State University BS, Environmental Management and Protection/Natural Resources Planning **Certifications** American Institute of Certified Planners (AICP) No. 31064 Waterfront Edge Design Guidelines (WEDG) Associate	» 9 years' experience » Regional Resilience Tool for the San Diego Association of Governments, San Diego County, California » Resilience Roadmap for the San Diego Association of Governments, San Diego County, California » Fresno Climate Adaptation Plan and Environmental Justice Element, City of Fresno, California » Yolo County Climate Action and Adaptation Plan, County of Yolo, California

NAME AND ROLE	EDUCATION AND CERTIFICATIONS	RELEVANT EXPERIENCE
Sarah Richmond, PG	**Education** University of California, Berkeley MS, Energy and Resources, 2009 University of California, Santa Barbara BS, Geology, 2004 **Certifications** Professional Geologist (PG), CA No. 9138	» 14 years' experience » Holistic Implementation of Adaptation and Transportation Resilience Strategies, San Diego Association of Governments, California » Regional Transportation Infrastructure Sea Level Rise Assessment and Adaptation Guidance, SANDAG, California » Sea Level Rise Vulnerability Assessment and LCP Amendment, City of Dana Point, California
Christine Pereira	**Education** University of California, San Diego MIA, International Environmental Policy University of Ottawa BSocSc	» 2 years' experience » Climate Adaptation Plan, County of San Diego, Health and Human Services Agency, Public Health Services, San Diego, California » Dana Point Harbor Remodel CDP No. 5-19-0971, Dana Point Harbor, California
Patrick Miskel, PE	**Education** University of Florida MS, Coastal and Oceanographic Engineering University of California, Berkeley BS, Civil Engineering University of California, Santa Cruz BA, American Studies **Certifications** Professional Civil Engineer (PE), CA No. 89522; OR No. 104248	» 10 years' experience » King Harbor Maintenance Dredging, City of Redondo Beach, California » Marina Del Rey Boat Launch Facility Replacement, Marina Del Rey, California » Tahoe Keys Boat Launch Ramp Replacement, South Lake Tahoe, California

Table 21. Climate Resilience Subconsultants

NAME AND CERTIFICATION	FIRM PROFILE
Climate Resilience Evolution Affairs WBE/MBE (in progress)	Evolution Affairs is a woman-owned consulting agency offering strategic guidance to government, private sector clients, philanthropy, and nonprofits pursuing climate action, social impact, and health equity. They help build structure, momentum, and support for groundbreaking initiatives through political strategy, and community engagement. They bring extensive experience - from forming and launching the second largest community choice energy agency in California to helping bring millions of dollars in climate investments to the historic barrios of San Diego.



KEY STAFF

KEY STAFF

Dudek is proposing to provide services for the following eleven Service Categories identified in the RFP:

CATEGORY 1
Project Administration

CATEGORY 2
Community Outreach and Engagement

CATEGORY 3
Land Use

CATEGORY 4
Mobility

CATEGORY 5
Economic Analysis

CATEGORY 6
Urban Design

CATEGORY 7
Historic Preservation

CATEGORY 8
Public Facilities

CATEGORY 9
Urban Greening

CATEGORY 10
CEQA Documents

CATEGORY 11
Climate Resilience

On the following pages, we provide details of our key staff organized by the Service Category we are proposing on.



ASHA BLEIER
AICP, LEED AP BD+C

CONTRACT MANAGER | PRINCIPAL IN CHARGE

QUALIFICATIONS

Asha Bleier is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement

19 YEARS' EXPERIENCE

EDUCATION

- **University of California, Santa Barbara**
  BA, Environmental Studies (Geography/Urban Planning emphasis)

CERTIFICATIONS

- Association of Environmental Professionals (AICP) No. 222436
- American Institute of Architects Associate, No. 30528635
- LEED AP BD+C

SELECT EXPERIENCE

- As-Needed Environmental Planning Services, City of San Diego
  Reference: Alyssa Muto, 619.533.3796
- On-Call Planning Services, San Bernardino County Transportation Authority.
  Reference: Josh Lee, 909.884.8276
- On-Call and Regional Resilience Roadmap, San Diego Association of Governments.
  Reference: Susan Freedman, 619.699.7387

COMMITMENT

Asha is ready and able to serve as Principal-in-Charge throughout the duration of this as-needed contract.



LAURIE GROVER

COMMUNITY OUTREACH AND ENGAGEMENT PROJECT MANAGER

QUALIFICATIONS

Laurie Grover is a senior planner and project manager with 12 years' experience specializing in community and regional planning. Prior to joining Dudek in 2022, Ms. Grover spent 10 years at the San Diego Association of Governments (SANDAG) and focused on long range regional planning, stakeholder engagement, and policy development at the local and regional level

12 YEARS' EXPERIENCE

EDUCATION

- **San Diego State University**
  MA, City Planning
- **University of California, Berkeley**
  BA, Legal Studies

SELECT EXPERIENCE

- Los Angeles County Metro Area Plan, County of Los Angeles, Reference: Patricia Hachiya, (213) 974-6316
- Focused General Plan Update, City of Rialto, Reference: Paul Gonzales, (909) 421-7240

COMMITMENT

Laurie Grover is ready and able to serve as Community Outreach and Engagement Project Manager throughout the duration of this as-needed contract.



ELIZABETH DICKSON
AICP

LAND USE PROJECT MANAGER

QUALIFICATIONS

Elizabeth Dickson has experience specializing in long-range planning, community planning, housing policy development, zoning codes, and the analysis and creation of tools that facilitate and incentivize development. Ms. Dickson's diverse range of experiences includes General Plan updates and amendments, housing element updates, community plan updates, community planning, housing incentive program development, and updates and amendments to zoning codes.

8 YEARS' EXPERIENCE

EDUCATION

- **San Diego State University**
  MA, City Planning
- **University of Montevallo**
  BA, Business Administration

CERTIFICATIONS

- American Institute of Certified Planners (AICP), No. 34733

SELECT EXPERIENCE

- City of El Cajon, Urban Design and Housing Strategies
  Reference: Michael Viglione (619) 441-1773
- San Bernardino County Transit Authority On-Call for Planning Services
  Reference: Josh Lee (909) 884-8276

COMMITMENT

Elizabeth is ready and able to serve as Land Use Project Manager throughout the duration of this as-needed contract.



DENNIS PASCUA

MOBILITY PROJECT MANAGER

QUALIFICATIONS

Dennis Pascua is a senior transportation planner and Dudek's transportation services manager with' experience in transportation planning/engineering throughout California. Mr. Pascua has successfully managed a variety of projects for local agencies and private developers, including traffic and circulation impact analyses and parking demand studies in both highly urbanized and rural areas. He is highly experienced with CEQA/NEPA and transportation topics and policies surrounding vehicle miles traveled (VMT), active transportation, and Complete Streets throughout California. In addition, he is also highly experienced in parking policies and demand analysis. Mr. Pascua also offers an international perspective, having managed transportation planning projects in the Philippines, Japan, and the United Arab Emirates.

31 YEARS' EXPERIENCE

EDUCATION

- **University of California, Irvine**
  BA, Social Ecology (Environmental Analysis and Design)

SELECT EXPERIENCE

- Glendale Residential On-Site Access & Circulation Study
  Reference: Kelsie Morris, 858.259.9909
- Santa Cruz County Sustainability Update, Santa Cruz County, California
  Reference: Stephanie Hansen, (831.425.1234)

COMMITMENT

Dennis is ready and able to serve as mobility project manager throughout the duration of this as-needed contract.



MICHAEL TACTAY
KMA

ECONOMIC ANALYSIS PROJECT MANAGER

QUALIFICATIONS

Michael Tactay is a Manager in KMA's San Diego office. He joined KMA in 2014 and has contributed to and led a variety of projects ranging from urban street retail to large, master-planned communities. Michael has worked closely with numerous public agencies to analyze fiscal and economic impact of proposed developments, infrastructure and public facilities financing, and economic revitalization strategies.

10 YEARS' EXPERIENCE

EDUCATION

- **University OF California, Irvine**
  BA, Economics and Political Science
- **University of San Diego**
  Certificate in Real Estate Finance, Investments and Development

SELECT EXPERIENCE

- Mira Mesa & University Community Plan Updates
  Reference: Coby Tomlins, 619.533.4549
- Barrio Logan Community Plan Update
  Reference: Tait Galloway, 619.533.4550

COMMITMENT

Michael is ready and able to serve as economics analysis project manager throughout the duration of this as-needed contract.



GAURAV SRIVASTAVA
AICP

URBAN DESIGN PROJECT MANAGER

QUALIFICATIONS

Gaurav Srivastava leads Dudek's urban design practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments. His award-winning work is driven by twin passions: (1) to reduce the footprint of human habitation via compact redevelopment of city centers, and (2) to always reinforce the importance of the pedestrian experience as the defining experience of cities. In addition, Mr. Srivastava is a lecturer and teaches urban design at the University of California, Los Angeles Luskin School of Public Affairs.

21 YEARS' EXPERIENCE

EDUCATION

- **Massachusetts Institute of Technology**
  MCP, City Planning
- **School of Planning and Architecture, Delhi**
  BArch, Architecture

CERTIFICATIONS

- American Institute of Certified Planners (AICP)

SELECT EXPERIENCE

- Mira Mesa Community Plan Update, City of San Diego
  Reference: Alex Frost, Development Project Manager; 619.236.6006
- Brookhurst Corridor Plan, City of Anaheim
  Reference: Sergio Ramirez, 714.765.4627

COMMITMENT

Gaurav is ready and able to serve as Urban Design Project Manager throughout the duration of this as-needed contract.



NICOLE FRANK
MSHP

HISTORIC PRESERVATION PROJECT MANAGER

QUALIFICATIONS

Ms. Frank's professional experience encompasses a variety of projects for local agencies, private developers, and homeowners in both highly urbanized and rural areas. Ms. Frank has led multiple large-scale projects for municipalities including historic context statements and historic resource surveys that focus on a variety of property types and in consideration of relevant themes, architectural styles, and applicable character-defining features. She has extensive knowledge on the history and land use patterns of the City of San Diego and has successfully completed multiple projects subject to review by the City's Historical Resources Board.

8 YEARS' EXPERIENCE

EDUCATION

- **The School of the Art Institute of Chicago**
  MS, Historic Preservation
- **The College of Charleston**
  BA, Historic Preservation and Art History

SELECT EXPERIENCE

- Mira Mesa Community Plan Area Historic Context Statement and Focused Reconnaissance Survey, City of San Diego.
  Reference: Bernard Turgeon, 619.533.6575
- University Community Plan Area Historic Context Statement and Focused Reconnaissance Survey, City of San Diego
  Reference: Bernard Turgeon, 619.533.6575

COMMITMENT

Nicole is ready and able to serve as Historic Preservation Project Manager throughout the duration of this as-needed contract.



GREG RIPPERGER
PE

PUBLIC FACILITIES PROJECT MANAGER

QUALIFICATIONS

Greg Ripperger is a project manager with professional experience as a water engineer specializing in master planning, water system design, construction management, and hydraulic modeling. Mr. Ripperger has worked as a project manager for Civiltec Engineering and as a project engineer for the U.S. Army Corps of Engineers. Mr. Ripperger works with clients to quickly understand and solve their water/wastewater issues throughout a wide range of projects. He thrives in managing complex projects with unique solutions.

15 YEARS' EXPERIENCE

EDUCATION

- **Oklahoma State University**
  BS, Civil Engineering, Cum Laude, Honors

CERTIFICATIONS

- Professional Engineer, CA No. 79499; AZ No. 67991
- Water Audit Validator, American Water Works Association

SELECT EXPERIENCE

- San Bernardino County Transportation Authority
  Infrastructure Toolkit
  Reference: Josh Lee, 909.884.8247
- 2020 Riverside Facilities Master Plan
  Reference: Jason Pivaovaroff, 951.571.7100

COMMITMENT

Greg is ready and able to serve as public facilities project manager throughout the duration of this as-needed contract.



NICOLE RIEGER
PE, QSD

URBAN GREENING PROJECT MANAGER

QUALIFICATIONS

Nicole Rieger is a senior engineer with 21 years' experience in civil engineering, specializing in floodplain, drainage, and stormwater quality design and analysis. Ms. Rieger has extensive experience working with clients as a drainage and stormwater design lead on municipal, roadway, and private development projects and is well versed in stormwater quality requirements. She has engineered and managed projects through all phases, from preliminary and final design through construction.

21 YEARS' EXPERIENCE

EDUCATION

- **California Polytechnic State University, San Luis Obispo**
  BS, Civil Engineering

CERTIFICATIONS

- Professional Civil Engineer (PE), CA No. 70782
- Qualified SWPPP Developer, No. 24471

SELECT EXPERIENCE

- As-Needed Environmental Services, Stormwater Department, City of San Diego, California
  Reference: Christine Rothman, 619.527.3470
- San Carlos Reservoir Replacement, Engineering & Capital Projects Department, City of San Diego
  Reference: Julie Adams, 619.533.7412

COMMITMENT

Nicole is ready and able to serve as Urban Greening Project Manager throughout the duration of this as-needed contract.



CAREY FERNANDES
AICP

CEQA PROJECT MANAGER

QUALIFICATIONS

Carey Fernandes is a senior project manager with significant planning-related experience specializing in the planning, environmental, and development industries. Ms. Fernandes' diverse background of education and experience includes permit processing with local jurisdictions, coordination with public agency staff, preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, project management, due diligence, and feasibility analysis.

30 YEARS' EXPERIENCE

EDUCATION

- **San Diego State University**
  MA, Public Administration
- **University of California, Santa Barbara**
  BA, English

CERTIFICATIONS

- American Institute of Certified Planners (AICP)

SELECT EXPERIENCE

- Stormwater As-Needed – Municipal Waterways Maintenance Plan.
  Reference: Christine Rothman, Planner; 619.527.3470
- Paseo Montril, City of San Diego Department of Development Services.
  Reference: Elizabeth Shearer-Nguyen, 619.446.5369

COMMITMENT

Carey is ready and able to serve as CEQA Task Lead throughout the duration of this as-needed contract.



KELLY BRAY

CLIMATE RESILIENCE PROJECT MANAGER

QUALIFICATIONS

Kelly Bray (she/her) is a climate resilience lead with 15 years' professional experience in climate, sustainability, and environmental planning, specializing in building and leading teams that achieve positive and equitable multi-objective outcomes. Ms. Bray has helped shape environmental initiatives within multiple communities across California and helps local governments and communities fund and plan projects to manage risk and build resilience to the effects of climate change. Ms. Bray has expertise in preparing climate action and sustainability plans and adaptation and resiliency strategies, leading community engagement, and with CEQA compliance.

15 YEARS' EXPERIENCE

EDUCATION

- **Florida State University**
  MSP, Urban and Regional Planning
- **University of South Florida**
  BS, Environmental Science and Policy

SELECT EXPERIENCE

- County of San Diego Climate Action Plan Update
  Reference: Dahvia Lynch, Director Planning & Development Services, 858.694.2960
- County of San Diego Electric Vehicle Roadmap
  Reference: Rami Talleh, Deputy Director Planning & Development Services, 858.694.2960

COMMITMENT

Kelly is ready and able to serve as Climate Resilience task lead throughout the duration of this as-needed contract.



APPENDIX

A

RESUMES

CATEGORY 1

Project Administration



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Laurie Grover, AICP

COMMUNITY OUTREACH AND ENGAGEMENT PROJECT MANAGER



Education

San Diego State University
MA, City Planning

University of California, Berkeley
BA, Legal Studies

Professional Affiliations

American Planning Association

Laurie Grover (*LOR-ee GRO-vher; she/her*) is a senior planner and project manager with 12 years' experience specializing in community and regional planning. Prior to joining Dudek in 2022, Ms. Grover spent 10 years at the San Diego Association of Governments (SANDAG) and focused on long range regional planning, stakeholder engagement, and policy development at the local and regional level. Her multidisciplinary expertise includes a full range of planning efforts such as Regional, Area, and General Plans, corridor/transit-oriented development, resilience planning, and facilitating meaningful stakeholder and public dialogue.

For 4 years, Ms. Grover served as the Treasurer for the California Planning Foundation, the nonprofit arm of the American Planning Association tasked with providing scholarships to planning students throughout the state.

Project Experience

Los Angeles County Metro Area Plan, County of Los Angeles, California. Serving as deputy project manager for the Los Angeles County Metro Area Plan development. Assisting the project manager with plan development including overall project management, stakeholder engagement, goals and policy development, and zoning updates. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history.

Focused General Plan Update, City of Rialto, California. Serving as a senior planner, managed the community outreach program development and implementation for the Focused General Plan Update. The multilingual outreach program balanced the need for traditional and more informal outreach approaches to gather input from the harder to reach populations within the community.

Annual Report on Homes, City of San Diego, California. As co-project manager, provided annual reports on homes to City of San Diego staff that graphically outlined progress made within a given year on housing production. Work involved distilling technical data into an easy-to-understand graphic brochure for members of the public and decision makers alike.

San Bernardino County Council of Governments, San Bernardino County, California. Serving as senior planner, works closely with clients to provide on-call regional planning assistance. Project work has included research and implementation of a regional housing trust and working with member jurisdictions to acquire ProHousing designations, among other housing-relating services.

Waterfront Eureka Specific Plan, City of Eureka, California. As senior planner, worked with the client to provide comprehensive planning guidelines for the development and redevelopment of the City of Eureka's prized waterfront districts.

Housing Element Update, City of Concord, California. Serving as senior planner for the Housing Element Update for the City of Concord. Providing research and review on how the city's proposed Housing Element meets the State's Affirmatively Furthering Fair Housing requirements.

San Diego Forward: The 2019 Federal Regional Transportation Plan, San Diego Association of Governments (SANDAG), California. Assisted the project manager with the Federal Regional Transportation Plan that ensures federal air quality conformity and preserves funding for the San Diego region's infrastructure investments. Assisted in chapter development, implementation action monitoring, and project cost and inflation updates.

San Diego Forward: The Regional Plan (2015–2019), SANDAG, California. Served as the assistant project manager and managed several phases and components of the plan, including costing and project phasing assessments, Sustainable Communities Strategy development, public outreach, state and federal plan compliance, and development of the goals, objectives, policies, programs, and implementation actions. The Regional Plan outlined billions of dollars in investment in the San Diego region over a 35-year planning horizon.

Border Health Equity Transportation Study, SANDAG, California. Was the successful California Department of Transportation Environmental Justice Planning Grant applicant and managed the Border Health Equity Transportation Study. This study evaluated the significance of various mobility/built environment factors in the health of San Ysidro community members, and integrating this understanding into long-range planning processes. Managed an extensive stakeholder outreach process, assisted in the health determinant and outcomes process, and presented the recommendations and findings to the SANDAG Board of Directors and Policy Advisory Committees.

47th Street Health Impact Assessment Study, SANDAG, California. Served as an assistant planner in the development of the region's first transportation-related Health Impact Assessment study. This Health Impact Assessment ensured that public health was considered in the planning of this proposed bus rapid transit station, which is situated in an urban, auto-oriented, and underserved community.

Coordinated Plan (2014–2018), SANDAG, California. Served as a planner for the 2014–2018 Coordinated Plan (Coordinated Public Transit-Human Services Transportation Plan), conducted market research and regional inventory on specialized transportation services, conducted regional public outreach, created information geographic information system (GIS) maps, and oversaw plan development.

General Plan Update, City of Encinitas, California. Served as a member of the planning team to assist in the development of the Public Health component of the 2011 General Plan Update. Assisted with public outreach, geospatial analyses, and the development of the goals, objectives, policies, programs, and action items related to public health.

Elizabeth Dickson, AICP

LAND USE PROJECT MANAGER / COMMUNITY OUTREACH AND ENGAGEMENT KEY STAFF



Elizabeth Dickson (*ee-LIH-zuh-beth DIK-suhn; she/her*) is a planner with 8 years' experience specializing in long-range planning, community planning, housing policy development, zoning codes, and the analysis and creation of tools that facilitate and incentivize development. Ms. Dickson's diverse range of experiences includes General Plan updates and amendments, housing element updates, community plan updates, community planning, housing incentive program development, and updates and amendments to zoning codes. She has experience working collaboratively with local community groups, navigating California State legislation, and developing implementation-focused policies and ordinances that promote housing accessibility and affordability.

Ms. Dickson has spoken as a panelist at multiple conferences for the American Planning Association. Her expertise in housing data analysis led her to serve as a panelist at the Institute for Innovative Governance's 2019 Forum on Housing and Inequality in San Diego.

Education

San Diego State University
MA, City Planning

University of Montevallo
BA, Business Administration

Certifications

American Institute of Certified Planners (AICP), No. 34733

Professional Affiliations

American Planning Association

Project Experience

General Plan Update, City of Newport Beach, California. Serves as the project manager for a comprehensive update to the General Plan. Tasks include an extensive community outreach and engagement program; analysis of both quantitative and qualitative data; visioning, goal, and policy development; and management of technical staff, planning staff, and subconsultants. The update has a heightened focus on resilience strategies and includes technical analysis of challenges faced by a coastal community such as sea level rise and coastal erosion.

Comprehensive Zoning Code Update, City of Pico Rivera, California. Serves as the task lead for the development of use regulations for the Comprehensive Zoning Code Update. Tasks include new regulations for outdoor dining, massage establishments, drive-throughs, automobile serving uses, and a variety of housing uses such as transitional housing, emergency shelters, supportive housing, home occupations, and family day-care homes. This project will provide permitting staff and the development community with a comprehensive zoning code that is easily navigable and contains clear and objective standards.

Housing Element Implementation Program, City of Indio, California. Serves as the task lead for the Housing Element Implementation Program, which includes the development of local ordinances, housing resources for community members, and guidance and informational materials for permitting staff and the development community. Additionally, this program includes an application for the State's Prohousing Designation Program and coordination with the City Council and the State's Department of Housing and Community Development.

Urban Design and Housing Strategies, City of El Cajon, California. Served as the project manager for the Urban Design and Housing Strategies project. This project consisted of a multifaceted approach to update the City's

regulations and procedures for the provision of residential and mixed uses. This included the development of objective development standards paired with easy-to-understand graphics informed by an in-depth analysis of existing regulations pertaining to mixed use, residential, and accessory dwelling unit development, as well as internal permit processing procedures; updated permit processes to increase understanding of regulations and ease of permit review; an updated accessory dwelling unit ordinance; an interactive web-based tool for development opportunity sites and incentives; and guides and marketing materials to assist staff and developers in understanding updated regulations and procedures.

San Bernardino Regional Housing Trust Fund, San Bernardino Council of Governments, California. Serves as the task lead for the Regional Housing Trust Fund through the San Bernardino County Transportation Authority/San Bernardino Council of Governments on-call contract. Prepared a Housing Trust white paper, which provides an analysis of best practices and recommendations for enacting a regional housing trust fund, and a Strategic Plan, which outlines outreach findings, priority projects, and key recommendations. Developed and managed a comprehensive outreach program, including presentations to City Councils across San Bernardino County. Current tasks include the development of an administrative plan for the implementation of a regional housing trust fund, based on the recommendations of the Housing Trust white paper.

Housing Element Update and Prohousing Plan, City of Indio, California. As a part of the General Plan Update, served as the task lead for the comprehensive sixth cycle update to the City of Indio's Housing Element. As a first step in implementation of the Housing Element, conducted a prohousing assessment, including direct financial incentives, enhanced housing permitting organizational strategies, City and regional fee strategies, local and regional housing trust fund options and gap financing alternatives for workforce and affordable housing to facilitate the planning, approval, and construction of housing. Current tasks include a prohousing application and coordination with local decision makers and the State Department of Housing and Community Development.

Housing Element Update, City of Concord, California. Served as planning lead for the sixth cycle update to the Housing Element. The Concord Housing Element Update is unique in that it has an extensive focus on tenant protections and anti-displacement strategies. Tasks include robust community engagement, subconsultant management, decision-maker education, and coordination with the State Department of Housing and Community Development. This plan has been adopted and is in the final State certification review.

Focused General Plan Update – Housing and Safety Elements, City of Lomita, California. Served as project manager for the comprehensive update of the City of Lomita's Housing and Safety Elements, associated outreach program, and California Environmental Quality Act process. Both elements were unanimously approved by the City Council and the Housing Element was certified by the State.

Los Angeles County Metro Area Plan, County of Los Angeles, California. Served as member of the planning team for the Los Angeles County Metro Area Plan development. Key tasks included the development of a Gentrification and Displacement Study that analyzed displacement vulnerability and gentrification potential and intensity. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history.

Annual Report on Homes, City of San Diego, California. Served as the project manager for the 2021, 2022, and 2023 Annual Report on Homes. This work includes the analysis organization of tens of thousands of records of permit data to decipher the number, type, and process for all housing units to be developed in the City. Once data were collected and organized, the project team developed a public-facing report paired with graphics, charts, and text to provide an easily digestible document in which housing needs and production is easily communicated to decision makers and the community. This report acts as an aid to City staff, elevating discourse around housing.

Gaurav Srivastava, AICP

URBAN DESIGN PROJECT MANAGER

Gaurav Srivastava (GORE-uv shree-VAAS-thuv; he/him) is an urban designer with 21 years' experience. Mr. Srivastava leads Dudek's urban design practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments. His award-winning work, for both private and public-sector clients, is driven by twin passions: to reduce the footprint of human habitation via compact redevelopment of city centers, and to always reinforce the importance of the pedestrian experience as the defining experience of cities. Mr. Srivastava is adept at faciliating workshops and shaping discussions before a variety of audiences. He is an accomplished project manager and experienced at directing complex, multidisciplinary teams. In addition, Mr. Srivastava serves as a visiting lecturer and teaches urban design at the University of California, Los Angeles' Luskin School of Public Affairs.



Education

Massachusetts Institute of Technology
MCP, City Planning

School of Planning and Architecture, Delhi
BArch, Architecture

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association

ULI Rose Center for Public Leadership, Faculty Advisor

Project Experience

Housing Incentive Overlay Zone, City of Fullerton, California. Project manager for a citywide effort to analyze and test the feasibility of new multi-family residential developments on Fullerton parcels currently zoned for non-residential uses. The Housing Incentive Overlay Zone Plan is funded via California Senate Bill 2 grant funds and aims to facilitate and incentivize the production of housing within the city. Integral to the planning effort is a capacity-building exercise that aims to educate and inform a group of Fullerton stakeholders, the "Housing Champions," of the economic and regulatory landscape of housing policy.

Old Town Newhall Specific Plan, City of Santa Clarita, California. Project Manager for Specific Plan update for Newhall, the historic core of the City of Santa Clarita. The targeted Plan update aims to test new development types, simplify the existing form-based code, and extend the usability and legibility of the Plan.

Citywide Complete Streets Plan, City of Burbank, California. Project manager, preparing ongoing Citywide Complete Streets Plan called the Complete Our Streets Plan (www.CompleteOurStreets.com). With a strong focus on urban design and the city's built form, the plan analyzes the entire city street network and proposes improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, individuals with disabilities, transit users, and automobile users.

Mira Mesa Community Plan Update, San Diego, California. Urban Design lead for a City of San Diego transit-priority plan effort as part of the Mira Mesa Community Plan Update. Mira Mesa, at 10,500 acres and 80,000 residents, is the largest and most populous of San Diego's 50 community plan areas. This effort includes corridor planning and conceptual urban design studies for four focus areas within the community. The studies test and illustrate new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies.

South Colton Livable Corridors Plan, Colton, California. Project Manager for urban design, land use planning, market analysis, and community outreach services in support of the South Colton, a long-standing Latino working-class neighborhood in Colton, California. Residents with few resources have used their imagination and resourcefulness to alter landscapes in ways that are intimate in scale and personal in nature. The Plan aims to strengthen these grassroots tactical urbanist approaches and create guidelines and policies that will provide a regulatory framework for formalizing a DIY approach to neighborhood amenities and improvements.

Skid Row and Central City East Vision Plan, City of Los Angeles, California. Central City East lies in the heart of downtown Los Angeles, adjacent to and overlapping Skid Row, the nation's largest cluster of homelessness. The plan addresses a growing concern, "how does a downtown industrial district address the dramatic changes that are occurring at its doorstep, while also being subject to long-standing policies that make it the primary location of homeless services for the entire region?"

Microsoft Campus Master Plan, City of Redmond, Washington. Served as urban design lead for the proposed redevelopment of Microsoft's Redmond headquarters, which is globally associated with the firm's origins and success. The bike-and-walk-only master plan manifests Microsoft's vision for its physical legacy, its aspirations for the built environment, and the programmatic requirements of its business operations. The development program proposes three million square feet of new construction spread over 18 new buildings on a 72-acre site.

Vision Downtown, City of Los Angeles, California. Directed Vision Downtown, an effort that provides guidance to the Downtown Los Angeles Neighborhood Council (DLANC) board as it performs a review and advisory role for projects within its jurisdiction. The DLANC is the first Neighborhood Council in Los Angeles that has sought to craft its own vision for the future. Part vision and part manifesto, Vision Downtown provides a community-endorsed set of goals that offer input to City leaders and assembles in one place a comprehensive set of aspirations that embody the vision of this generation of the Downtown community.

Sunset Strip Specific Plan Update, West Hollywood, California. Led the effort to update the existing Specific Plan with new standards and guidelines for off-site signs on the Sunset Strip (i.e., billboards, tall walls, and digital signs). The Strip is arguably the most iconic urban boulevard on the west coast, if not the entire United States. Situated entirely within the City of West Hollywood, it is the epitome of a bright-lights, big-signs corridor. The Strip has a long-established tradition of innovative signage, while simultaneously also creating value for property owners.

Transit-served Housing Capacity Analysis, Los Angeles, California. Led a research study for the Mayor's Office and C40 Cities to analyze the ability of the City to expand its housing supply within transit-served areas and proposed facilitating housing policy revisions. Los Angeles has a population of about 4 million residents, expected to grow by 500,000 people over the next 20 years. Fewer than half of the City's residents live within a quarter of a mile of a Major Transit Stop.

Nicole Frank, MSHP

HISTORIC PRESERVATION PROJECT MANAGER



Education

The School of the Art Institute of Chicago
MS, Historic Preservation

The College of Charleston
BA, Historic Preservation and Art History

Professional Affiliations

Encinitas Preservation Association, Past President

California Preservation Foundation

Association for Preservation Technology (APT)

Nicole Frank (*nih-COHL FRAYNK; she/her*) is an architectural historian with 8 years' experience in the historic preservation field. Ms. Frank's professional experience encompasses a variety of projects for local agencies, private developers, and homeowners in both highly urbanized and rural areas. Projects have included reconnaissance-level surveys, preparation of resource-appropriate and citywide historic contexts, and historical significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), and local designation criteria. Ms. Frank has experience conducting historic research, writing landmark designations, performing conditions assessments, and working hands-on in building restoration projects throughout the United States. Ms. Frank also has governmental experience with the City of San Francisco's Planning Department and the City of Chicago's Landmark Designations Department. She meets the Secretary of the Interior's Professional Qualification Standards for Architectural History.

Project Experience

Mira Mesa CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California. Dudek prepared a historic context statement identifying the historical themes and associated property types important to the development of Mira Mesa, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the Mira Mesa CPA. This study was completed as part of the comprehensive update to the Mira Mesa CPA and Programmatic Environmental Impact Report. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between 1969 and 1990. Acting as architectural historian, coauthored and completed the historic context statement, the survey document, and all associated archival research efforts.

University CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California. Dudek prepared a historic context statement identifying the historical themes and associated property types important to the development of the University CPA, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the University CPA. This study was completed as part of the comprehensive update to the University CPA and Programmatic Environmental Impact Report. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between the 1960s and 1990s. Acting as architectural historian, coauthored and completed the historic context statement, the survey document, and all associated archival research efforts.

Coronado Citywide Historic Resources Inventory and Historic Context Statement, City of Coronado, California. Dudek is currently in the process of preparing a historic context statement and historic resources inventory survey for all properties at least 50 years old within City of Coronado limits. Following current professional methodology standards and procedures developed by the California Office of Historic Preservation and the National Park Service, Dudek will develop a detailed historic context statement for the City that identifies and discusses the important themes, patterns of development, property types, and architectural styles prevalent throughout the City. Dudek will also conduct a reconnaissance-level survey of all properties within City limits that are at least 50 years old to identify individual properties and groupings of properties (i.e., historic districts) with potential for historical significance under City Criterion C (properties that possess distinctive characteristics of an architectural style; are valuable for the study of a type, period, or method of construction; and have not been substantially altered). Acting as architectural historian, authored the historic context statement and conducted reconnaissance-level surveys of properties within City limits.

Historic Context Statement for Reservoirs, City of San Diego Public Utilities Department, San Diego, California. Dudek completed a survey and historic context statement for the City's surface water storage system, including 10 dam complexes and the Dulzura Conduit. Dudek also prepared detailed impacts assessments for proposed modification to dams, as required by the Department of Safety of Dams. The project involves evaluation of 10 dam complexes and conduit for historical significance in consideration of NRHP, CRHR, and City designation criteria and integrity requirements. The evaluation required extensive archival research and a pedestrian survey. Acting as architectural historian, evaluated five resources, including the Dulzura Conduit, Upper Otay Dam, Murray Dam, Sutherland Dam, and Miramar Dam.

Historical Resource Research Report for 1424 Olivet Lane, L Jane Ryan Trust, La Jolla, California. Dudek was retained by L Jane Ryan Trust to prepare a historical resource research report for the single-family residence located at 1424 Olivet Lane, La Jolla. The report was prepared in accordance with City of San Diego guidelines and evaluated under all applicable city guidelines and regulations. The property was nominated for designation as a historical resource under Historical Resources Board Criteria A, B, and C under the name the Harry W. Child House. Acting as project manager and primary author, conducted the intensive-level survey, building development and archival research, development of an appropriate historic context for the property, and recordation and evaluation under city guidelines and regulations.

Los Angeles County South Bay Area Plan Project, County of Los Angeles Department of Regional Planning, California. Dudek was retained by the County of Los Angeles Department of Regional Planning to prepare a historic context statement in support of the project. The goal of the historic context statement is to inform, enhance, and streamline the larger project as it pertains to historical resources. The communities included within the historic context statement include the following: Alondra Park/El Camino Village, Del Aire/Wiseburn, Hawthorne Island, La Rambla, Lennox, West Carson, and Westfield/Academy Hills. The historic context statement documents the development history of the communities from the rancho period to the present; identifies important themes, events, and patterns of development; and describes the different property types, styles, builders, and architects associated with these important periods and themes. The document will also provide registration requirements and recommendations for future study/action by the County of Los Angeles to facilitate and streamline the historic preservation program. Responsibilities include co-project management, conducting archival research, coauthoring the historic context statement, engaging with stakeholders, collaborating with the geographic information system (GIS) team to create an online mapping tool, performing field survey, attending public meetings, and collaborating with the graphics team for flyers and social media content.

Nicole Rieger, PE, QSD

URBAN GREENING PROJECT MANAGER

Nicole Rieger (*nih-COHL REE-gur; she/her*) is a senior engineer with 21 years' experience in civil engineering, specializing in floodplain, drainage, and stormwater quality design and analysis. Ms. Rieger has extensive experience working with clients as a drainage and stormwater design lead on municipal, roadway, and private development projects and is well versed in stormwater quality requirements. She has engineered and managed projects through all phases, from preliminary and final design through construction.



Education

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

Certifications

Professional Civil Engineer (PE), CA No. 70782

Qualified SWPPP Developer, No. 24471

Professional Affiliations

American Public Works Association

American Society of Civil Engineers

CASQA

Floodplain Managers Association

Project Experience

Park Drive Drainage Improvements, City of Carlsbad, California. Serving as the project manager for addressing retaining wall degradation, slope failures, and drainage issues along Park Drive to alleviate safety concerns and reduce maintenance efforts. The project included green street BMP design. The alternatives analysis included evaluating multiple solutions and documenting the benefits and costs of each scenario, including roadway improvements. Dudek is currently preparing final engineering documents as well as the environmental documents and permitting.

Coast Boulevard Sea Cave Emergency Stabilization Project, Flatiron West, San Diego, California. Worked with Flatiron West (contractor) and City of San Diego staff on the stabilization of the roadway and the associated improvements to the storm drain system and repaving of the roadway on an accelerated project schedule (under 3 months). Led the drainage design effort, which included replacing two storm drain systems and outlets with a single system while avoiding all existing utilities in the roadway and implementing a Green Street BMP as part of the storm drain design. Additional work included preparing the site-specific water pollution control plan and performing weekly BMP inspections.

Coast Highway Sidewalk and Green Street Improvements, City of Encinitas, California. Served as the lead stormwater quality engineer in the design of the low impact development features. The purpose of the project was to improve public safety, parking, and drainage conditions, as well as to provide stormwater quality benefits. The project included adding sidewalks to storefronts, creating additional parking, and minimizing the current flooding issues. The low impact development alternatives used in the project included pervious pavers and bioretention areas to meet the City of Encinitas's green street requirements.

Jamacha Canyon Stream Rehabilitation Project, City of San Diego Public Work Department, California. Served as the drainage and stormwater lead in the preliminary design of a stream restoration project to create a self-sustaining mitigation project that would improve the level of flood protection, reduce erosive velocities, and implement green infrastructure improvements. The project increased the conveyance capacity by increasing the channel width and upsizing existing culverts and includes woody debris structures to help reduce velocities within

the channel. The recommended green street BMPs were a water quality basin located downstream of Beacon Street and the use of curb extensions, planter boxes, or bulb outs along Jamacha Road between Beacon and Meadowbrook Streets. The project included HEC-RAS modeling of several design scenarios.

Municipal Waterways Maintenance Plan Support, City of San Diego, California. Served as the lead engineer to support the City of San Diego's Municipal Waterways Maintenance Plan in the preparation of the Environmental Impact Report. The project work included the preparation of the hydrologic and hydraulic assessments and associated report, the municipal waterways maintenance plan, and other California Environmental Quality Act– and Environmental Impact Report–related documentation related to hydraulics. The hydraulic studies include HEC-RAS analysis for over 60 channels to determine the maximum extent of the maintenance required to restore each channel's flood control function while minimizing the impacts to sensitive environmental resources in the area. The project required multi-disciplinary coordination efforts as well, to balance flood control benefits with other environmental factors.

Inland Rail Trail, San Diego Association of Governments, San Marcos, Vista, and Oceanside, California. Served as the assistant project manager in the design a 7-mile multi-use trail from San Marcos to Oceanside and provided a consistent experience though four jurisdictions. Project was required to meet new bike trail requirements, stormwater quality requirements, and American with Disabilities Act requirements, which were not considered in the preliminary design phase. Coordination on the project included Cities of San Marcos, Vista, and Oceanside; County of San Diego; North County Transit District; and California Public Utilities Commission.

Buckman Springs Intersection Improvements, County of San Diego, Campo, California. Served as the lead engineer to bring the project into compliance with the San Diego MS4 permit. Included performing a hydromodification management plan (HMP) analysis and using the County of San Diego's Green Street standards. Provided revised plans, specifications, and stormwater management plan (SWMP) to add pervious pavement as well as bioretention and infiltration areas to meet HMP requirements.

Friars Road Widening, City of San Diego, California. Prepared the final SWDR and erosion control plans for the widening and interchange reconfiguration of Friars Road and SR-163. The project included coordination with Caltrans and the City of San Diego.

Bradley Road Widening, County of San Diego, El Cajon, California. Served as the lead drainage and stormwater quality engineer. Reviewed the project for ways to incorporate Green Street BMPs, based on the County of San Diego's guidance documents, into the current project to minimize redesign efforts. Included reviewing the use of biofiltration, vegetated swales, street trees, and pervious pavement.

Cardinal Drive Emergency Storm Drain Project, Flatiron West, San Diego, California. Worked with Flatiron West (contractor) and City of San Diego staff to design the emergency replacement of a collapsed corrugated metal pipe that caused a large sink hole within a steep slope that threatened the stability of nearby structures. A 40-foot-deep storm drain required special design of the cleanout structures, including a dual box design to allow for shallow storm drain laterals to connect to the proposed system.

Watershed Asset Management Plan Flood Control Assessment, City of San Diego, California. Served as the lead engineer to create a process to analyze the potential storm drain flooding risk in San Diego and execute the first phase of the mapping process in support of the City of San Diego's Watershed Asset Management Plan. The first phase of the study focused on the Chollas Creek Watershed to identify locations of potential flood control challenges using the Autodesk Storm and Sanitary Analysis program and available geographic information system data. The second phase was a continuation of the analysis in the Los Penasquitos Watershed. The task included creating an implementation strategy, preliminary flood control analysis, and mapping the risk prioritization.

Carey Fernandes, AICP

CEQA PROJECT MANAGER



Carey Fernandes is a senior project manager with 30 years' planning-related experience specializing in the planning, environmental, and development industries. Ms. Fernandes' diverse background of education and experience includes permit processing with local jurisdictions, coordination with public agency staff, preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, project management, due diligence, and feasibility analysis. As a senior project manager, she has worked on a number of planning documents, such as specific plans, comprehensive plans, and general plan updates.

In addition, Ms. Fernandes has served as on-call planning staff for several public agencies. She has also served as project manager and primary author of many environmental review documents throughout San Diego and Imperial counties. Ms. Fernandes also works with several Native American tribes in the western United States in the preparation of tribal environmental documents. Through this experience, she has developed a broad understanding of policy, planning, and environmental issues.

Education

San Diego State University
MA, Public Administration

University of California, Santa Barbara
BA, English

Certifications

American Institute of Certified Planners (AICP), No. 016067

Professional Affiliations

American Planning Association, Board of Directors, 2005–Present

Association of Environmental Professionals

Lambda Alpha International

Urban Land Institute

Project Experience

De Anza Revitalization Plan EIR, City of San Diego, California. Served as principal in charge for preparation of an EIR for an amendment to the Mission Bay Park Master Plan, which includes recommendations pertaining to recreation, guest housing, water quality improvements, creation of wetlands, waterfront trail and viewing areas as well as passive and active recreational uses. Issues included water quality, recreation, biological resources, traffic and land use.

EIR for County Wind Energy Ordinance, County of San Diego, California. Served as project manager for preparation an EIR for a Wind Energy Ordinance to address potential impacts associated with implementation of the new ordinance revisions. Provided support to the County staff with project start-up and scoping tasks, community outreach and responses to comments from the public review process. The EIR included both project-level and program-level analysis. Aesthetics, fire hazards, land use compatibility, noise, biological resources, and cultural resources were a few of the key issues analyzed in the EIR. Provided additional technical staff to help support the EIR analysis regarding certain issues that were sensitive to the public, such as low frequency noise, fire hazards, and biological resource impacts.

Countywide Vector Control Programmatic EIR, County of San Diego, California. Served as project manager for Countywide Vector Control Program EIR to mainstream vector control grants and improvements for cities and agencies throughout the county of San Diego.

EIR for County Tiered Equine Ordinance, San Diego, California. Served as project manager for preparation of EIR for a Zoning Ordinance Amendment related to equine uses. The Tiered Equine Ordinance prescribed regulations based on the property size and allowed a specified number of horses under a tiered level of discretionary and non-discretionary permit approvals. Tasks included preparation of environmental analysis and providing support for the County's community outreach efforts. The EIR was unique in that it required both program and project level analysis. Key issues analyzed in the EIR included aesthetics, agriculture, air quality and greenhouse gas emissions, biological resources, cultural resources, hazards, noise and traffic.

As-Needed Environmental Services, City of San Diego, California. Served as principal in charge on project for a variety of professional environmental services, including preparing CEQA/NEPA documents, construction monitoring, and preparation of conceptual plans and detailed plans and specifications for revegetation. Specific projects Dudek worked on included site assessments for two wetlands mitigation banks and preparing a weed management plan grant application for San Diego Association of Governments (SANDAG) TransNet funding. Dudek performs tasks in a timely manner, working closely with City of San Diego staff to identify an appropriate scope of work, budget, and schedule. Dudek is performing quality assurance/quality control (QA/QC) to provide high quality services throughout each task.

La Mesa Mixed-Use Overlay Zone, City of La Mesa, California. Served as project manager for preparation of an EIR to allow for adoption of the city's Mixed-Use Urban Overlay Zone (MUUOZ), which added regulations and standards to the zoning code to implement the objectives of the city's General Plan. New development is then subject to development standards of the MUUOZ, involving residential density, pedestrian orientation, building height, parking, and open space. The objective of the MUUOZ encourages smart growth land use patterns by orienting more density around existing public transit routes, such as the trolley line. Impacts analyzed in the EIR include traffic, air quality/climate change, and cumulative impacts.

Park Station Specific Plan, City of La Mesa, California. Serving as project manager for preparation of an EIR for the Park Station Specific Plan, a 5-acre development area consisting of four land use elements (mixed-use, multifamily housing, parks, and open space). Significant elements analyzed in the EIR process included air quality (greenhouse gas emissions), noise, biology, cultural resources, hazardous materials, traffic, and visual analysis.

E Watermark EIR, City of Del Mar, California. Served as project manager for the preparation of a Subsequent EIR that tiers off a previously prepared EIR for the same site. The project proposed changes to the land use and layout of the site into a multifamily residential development in accordance with the Del Mar Housing Element. Issues addressed included land use compatibility, removal of Torrey pines, visual and community character, and traffic.

Marsol Specific Plan, City of Del Mar, California. Served as principal in charge for preparation of a specific plan that proposes a multiple-building hotel resort complex including a 247,500-square-foot, 225-room resort hotel with two restaurants, a ballroom, banquet facilities, public access amenities, a spa and fitness center and a pool. Additionally, the project proposes approximately 157,000 square feet of resort villas use containing a variety of unit types. An underground parking structure is also proposed.

The Farm in Poway Specific Plan EIR, City of Poway, California. Served as principal in charge for the preparation of an EIR analyzing the potential impacts of a 117 acre specific plan in the City of Poway. The project includes a total of 160 single-family residences, permanent conservation open space, recreational areas, and various social and community amenities. Approvals included a Specific Plan, tentative subdivision map, general plan amendment and zone change. Issues included aesthetics, air quality, biological resources, greenhouse gas emissions, hydrology, land use, noise, public services, traffic and wildfires.



Diego Velasco, AICP
Principal and Founder of Citythinkers
Mobile: 619-602-1699
Email: diego@citythinkers.com
citythinkers.com

Diego is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, Diego has worked closely with multiple communities in San Diego and across California. His work on over eight Community Plan Updates in San Diego has included leading extensive community outreach (such as University and Hillcrest's online engagement and the award-winning Pop-up Outreach for Encanto and Southeastern CPUs) and innovative urban design work (including a vision for the University Community Plan and 3D visualizations for the Hillcrest Focused Plan, among several other assignments). As the Founder and President of Citythinkers, Diego's work spans all scales and contexts, from affordable infill housing to campus planning, specific plans, master plans, design guidelines, and recently, coastal resilience planning for private sector and public sector clients alike. Diego is also a practicing architectural designer, a Certified Planner, an undergraduate instructor at UC San Diego, and the Section Director of the American Planning Association San Diego Section.

Education & Certifications:

Master of Urban Planning, University of Washington

Bachelor of Arts in Architecture, University of California, Berkeley

American Institute of Certified Planners (AICP), Certified Planner #024675

Other involvement:

→ American Planning Association, Acting San Diego Section Director
→ Lecturer I, University of California, San Diego, Urban Studies and Planning Department (since 2019)
→ American Institute of Certified Planners, Certified Planner
→ Urban Land Institute, Member and Young Leaders Partnership Forum Mentor since 2017, Management Committee Chair of Technical Assistance Panel Program
→ Lambda Alpha International, Member



Gaelle S. Brasseur
Urban Designer, Citythinkers
Email: gaelle@citythinkers.com
citythinkers.com

Gaelle is an Architect and Urban Planner with more than 20 years of experience. She has been practicing Urban Design in San Diego since 2014. Working closely with Diego Velasco, she has had the opportunity to develop large scale master plans, specific plans, design guidelines and campus plans for the City of San Diego, University of San Diego and other cities in the Southern California region.

Prior to moving to the United States, Gaelle led large urban planning and transportation projects in Europe, Asia, Africa and Middle East. At Citythinkers, Gaelle brings this global experience to a range of projects, including urban design for the Clairemont, University, and College Area Community Plan Updates, Specific Plans for urban infill sites across Southern California, and visionary placemaking concepts for sites at the neighborhood scale.

Education & Certifications:

Master's Degree in Architecture, Lyon National School of Architecture, Lyon France

Specialty: Sustainable Development and High Environmental Quality Certification (HQE)

Master's Degree in Civil Engineering and Urban Planning, National Institute for Applied Sciences, Lyon France



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citythinkers.com

Tyler has been with Citythinkers for three years. In his role as urban designer, Tyler supports the team with site analysis, design concepts, 2D and 3D illustrations and diagrams, and plan development. He orchestrates, facilitates, and runs community outreach programs for multiple projects and includes a range of methods, from pop-ups to interactive workshops, ESRI Story Maps, surveys, and other online engagement tools. Tyler is well-versed in a range of software programs, including 3D modeling and rendering programs. Most recently, he has developed the illustrations and outreach for the San Diego Coastal Resilience Master Plan, a project which resonates with the topic of his college thesis: the impacts of sea level rise on architecture and design.

Education & Certifications:

Bachelor of Architecture, NewSchool of Architecture and Design, San Diego

CATEGORY 2

Community Outreach and Engagement



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Laurie Grover, AICP

COMMUNITY OUTREACH AND ENGAGEMENT PROJECT MANAGER



Education

San Diego State University
MA, City Planning

University of California, Berkeley
BA, Legal Studies

Professional Affiliations

American Planning Association

Laurie Grover (*LOR-ee GRO-vher; she/her*) is a senior planner and project manager with 12 years' experience specializing in community and regional planning. Prior to joining Dudek in 2022, Ms. Grover spent 10 years at the San Diego Association of Governments (SANDAG) and focused on long range regional planning, stakeholder engagement, and policy development at the local and regional level. Her multidisciplinary expertise includes a full range of planning efforts such as Regional, Area, and General Plans, corridor/transit-oriented development, resilience planning, and facilitating meaningful stakeholder and public dialogue.

For 4 years, Ms. Grover served as the Treasurer for the California Planning Foundation, the nonprofit arm of the American Planning Association tasked with providing scholarships to planning students throughout the state.

Project Experience

Los Angeles County Metro Area Plan, County of Los Angeles, California. Serving as deputy project manager for the Los Angeles County Metro Area Plan development. Assisting the project manager with plan development including overall project management, stakeholder engagement, goals and policy development, and zoning updates. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history.

Focused General Plan Update, City of Rialto, California. Serving as a senior planner, managed the community outreach program development and implementation for the Focused General Plan Update. The multilingual outreach program balanced the need for traditional and more informal outreach approaches to gather input from the harder to reach populations within the community.

Annual Report on Homes, City of San Diego, California. As co-project manager, provided annual reports on homes to City of San Diego staff that graphically outlined progress made within a given year on housing production. Work involved distilling technical data into an easy-to-understand graphic brochure for members of the public and decision makers alike.

San Bernardino County Council of Governments, San Bernardino County, California. Serving as senior planner, works closely with clients to provide on-call regional planning assistance. Project work has included research and implementation of a regional housing trust and working with member jurisdictions to acquire ProHousing designations, among other housing-relating services.

Waterfront Eureka Specific Plan, City of Eureka, California. As senior planner, worked with the client to provide comprehensive planning guidelines for the development and redevelopment of the City of Eureka's prized waterfront districts.

Housing Element Update, City of Concord, California. Serving as senior planner for the Housing Element Update for the City of Concord. Providing research and review on how the city's proposed Housing Element meets the State's Affirmatively Furthering Fair Housing requirements.

San Diego Forward: The 2019 Federal Regional Transportation Plan, San Diego Association of Governments (SANDAG), California. Assisted the project manager with the Federal Regional Transportation Plan that ensures federal air quality conformity and preserves funding for the San Diego region's infrastructure investments. Assisted in chapter development, implementation action monitoring, and project cost and inflation updates.

San Diego Forward: The Regional Plan (2015–2019), SANDAG, California. Served as the assistant project manager and managed several phases and components of the plan, including costing and project phasing assessments, Sustainable Communities Strategy development, public outreach, state and federal plan compliance, and development of the goals, objectives, policies, programs, and implementation actions. The Regional Plan outlined billions of dollars in investment in the San Diego region over a 35-year planning horizon.

Border Health Equity Transportation Study, SANDAG, California. Was the successful California Department of Transportation Environmental Justice Planning Grant applicant and managed the Border Health Equity Transportation Study. This study evaluated the significance of various mobility/built environment factors in the health of San Ysidro community members, and integrating this understanding into long-range planning processes. Managed an extensive stakeholder outreach process, assisted in the health determinant and outcomes process, and presented the recommendations and findings to the SANDAG Board of Directors and Policy Advisory Committees.

47th Street Health Impact Assessment Study, SANDAG, California. Served as an assistant planner in the development of the region's first transportation-related Health Impact Assessment study. This Health Impact Assessment ensured that public health was considered in the planning of this proposed bus rapid transit station, which is situated in an urban, auto-oriented, and underserved community.

Coordinated Plan (2014–2018), SANDAG, California. Served as a planner for the 2014–2018 Coordinated Plan (Coordinated Public Transit-Human Services Transportation Plan), conducted market research and regional inventory on specialized transportation services, conducted regional public outreach, created information geographic information system (GIS) maps, and oversaw plan development.

General Plan Update, City of Encinitas, California. Served as a member of the planning team to assist in the development of the Public Health component of the 2011 General Plan Update. Assisted with public outreach, geospatial analyses, and the development of the goals, objectives, policies, programs, and action items related to public health.

Erika Van Sickel

COMMUNITY OUTREACH AND ENGAGEMENT / LAND USE



Education

University of Southern California
MPL, Urban Planning/ Design

University of California, Santa Barbara
BA, Environmental Studies

Certifications

Certificate, Real Estate Development

Professional Affiliations

American Planning Association

Erika Van Sickel (*AIR-ih-kuh van-SICK-ull; she/her*) is an urban planner with 8 years' experience in land use policy and code in both the public and private sectors. Ms. Van Sickel places a special emphasis on improving the interaction between users and their built environments and has experience performing bilingual community outreach and data analysis for the purposes of identifying conditions and challenges in a broad range of communities. Her multi-disciplinary background in design, development, and sustainability allows her to make critical decisions on each project's impact to the community and environment.

Project Experience

Manhattan Beach Housing Element Update, City of Manhattan Beach, California. Serving as project manager. Evaluating the outcomes of the prior Housing Element's programs and objectives and analyzing current governmental and market constraints, including an in-depth analysis of the City's existing zoning code, zoning districts, design overlays, development regulations, coastal zone land use and development regulations, and administrative procedures. This analysis is being used to develop goals, policies, and programs emphasizing the removal of developmental constraints through targeted municipal code amendments and the creation of a new mixed-use overlay to promote new residential and mixed-use development opportunities in the City.

Pro-Housing Assessment, City of Indio, California. Serving as project manager. Preparing an assessment of current housing policies with a focus on financial strategies, including direct financial incentives, housing delivery organizational strategies, City and regional fee strategies, potential local or regional housing trust fund options, and gap financing alternatives. In addition, analyzing prototypical housing development costs to identify the financing gap between market-rate and prototypical affordable housing development. Based on the findings, the Dudek team will develop a Pro-Housing Fiscal Strategies Plan that includes a tool kit of pro-housing policies, strategies, incentives, and funding mechanisms that facilitate the development of housing in the City.

Indio Housing Element Update, City of Indio, California. Served as project manager. Identified the demographic and housing needs for all income levels, including housing for people with disabilities; evaluated the outcomes of the prior Housing Element's programs and objectives; and analyzed current governmental and nongovernmental constraints. Used this analysis to develop goals, policies, and programs with an emphasis on pro-housing policies, which address the removal of housing and development constraints, improvement and conservation of the existing high-quality housing stock, housing financing methods, and promotion of equal housing opportunities. Conducted an extensive analysis of existing sites and identified candidate sites to be rezoned for residential development under the City's concurrent zoning code update to accommodate the City's share of the Sixth Cycle Regional Housing Need Allocation (RHNA) by income level during the planning period. These tasks incorporated

key stakeholder and community perspectives gathered through a robust, bilingual community outreach and engagement effort.

South El Monte Housing Element Update, City of South El Monte, California. Served as the deputy project manager to prepare the demographics and housing needs assessment; fair housing analysis; governmental, environmental, and market constraints analysis; review of the Fifth Cycle's programs and objectives; and review of the Sixth Cycle goals, policies, and programs. Prepared the sites inventory of the built-out City. With limited vacant land resources, the sites inventory included an extensive evaluation of redevelopment potential for non-vacant and underutilized sites, rezoning recommendations for the City, and guidance to comply with the City's Sixth Cycle RHNA. The analysis and recommendations were combined with feedback gathered during the community outreach process to create a unique set of goals, policies, and programs that will enable the preservation and development of adequate housing to meet the housing needs of all income levels and special groups.

Highland Housing Element and Safety Element, City of Highland, California. Served as the Housing Element Planner to evaluate outcomes of the prior Housing Element's goals, policies, and programs to determine effectiveness and review of how they will be changed to best serve the City's needs and objectives. Completed a housing needs analysis and prepared a quantification and analysis of existing and projected housing needs to meet the City's RHNA numbers to provide recommendations for additions or adjustments to fair housing goals and actions. Additional tasks included completing a site inventory and analysis and identifying constraints to the maintenance, improvement, or development of housing for all income levels. Worked with the City to develop Housing Element programs, including an address and removal of housing constraints, improvement and conservation of the existing housing stock, and preservation of units at risk of conversion to market rates.

Lomita Housing and Safety Elements Updates, City of Lomita, California. Served as the Housing Element Planner for the comprehensive update of the City of Lomita's Housing Element. Tasks included completing a site inventory and analysis; identifying local housing needs and constraints to the maintenance, improvement, and development of housing for all income levels; assessing local fair housing opportunities; and developing Housing Element goals, policies, and programs to address housing constraints, improvement, and preservation of naturally affordable and deed-restricted affordable housing and promotion of fair housing opportunities.

County of Los Angeles Housing Element Update, County of Los Angeles, California. Served as assistant planner for the County of Los Angeles Housing Element Update. Dudek prepared the Los Angeles County Housing Element Update Project Program EIR, with Veronica Tam and Associates as the Housing Element planner. The project is the Sixth Cycle Housing Element Update, which anticipates the designation of approximately 90,000 housing units across Los Angeles County to meet the County's share of the state-mandated RHNA. Acted as an extension of public agency staff for the preparation of the Program EIR and associated technical work, which included analysis of biological resources, air quality, noise, energy, greenhouse gas emissions, cultural resources, historic resources, and traffic.

El Cajon Housing, Safety, and Environmental Justice Elements, City of El Cajon, California. Served as assistant planner to prepare the City of El Cajon Housing, Safety, and Environmental Justice Elements. Veronica Tam and Associates served as the Housing Element planner, and Dudek led the Safety and Environmental Justice Elements. The Safety and Environmental Justice Elements provide a succinct assessment of the natural hazards, climate change effects, and public health issues facing the City and provide specific and actionable policies that address safety needs communitywide as well as policies specific to the disadvantaged communities.

Elizabeth Dickson, AICP

LAND USE PROJECT MANAGER / COMMUNITY OUTREACH AND ENGAGEMENT KEY STAFF



Elizabeth Dickson (*ee-LIH-zuh-beth DIK-suhn; she/her*) is a planner with 8 years' experience specializing in long-range planning, community planning, housing policy development, zoning codes, and the analysis and creation of tools that facilitate and incentivize development. Ms. Dickson's diverse range of experiences includes General Plan updates and amendments, housing element updates, community plan updates, community planning, housing incentive program development, and updates and amendments to zoning codes. She has experience working collaboratively with local community groups, navigating California State legislation, and developing implementation-focused policies and ordinances that promote housing accessibility and affordability.

Ms. Dickson has spoken as a panelist at multiple conferences for the American Planning Association. Her expertise in housing data analysis led her to serve as a panelist at the Institute for Innovative Governance's 2019 Forum on Housing and Inequality in San Diego.

Education

San Diego State University
MA, City Planning

University of Montevallo
BA, Business Administration

Certifications

American Institute of Certified Planners (AICP), No. 34733

Professional Affiliations

American Planning Association

Project Experience

General Plan Update, City of Newport Beach, California. Serves as the project manager for a comprehensive update to the General Plan. Tasks include an extensive community outreach and engagement program; analysis of both quantitative and qualitative data; visioning, goal, and policy development; and management of technical staff, planning staff, and subconsultants. The update has a heightened focus on resilience strategies and includes technical analysis of challenges faced by a coastal community such as sea level rise and coastal erosion.

Comprehensive Zoning Code Update, City of Pico Rivera, California. Serves as the task lead for the development of use regulations for the Comprehensive Zoning Code Update. Tasks include new regulations for outdoor dining, massage establishments, drive-throughs, automobile serving uses, and a variety of housing uses such as transitional housing, emergency shelters, supportive housing, home occupations, and family day-care homes. This project will provide permitting staff and the development community with a comprehensive zoning code that is easily navigable and contains clear and objective standards.

Housing Element Implementation Program, City of Indio, California. Serves as the task lead for the Housing Element Implementation Program, which includes the development of local ordinances, housing resources for community members, and guidance and informational materials for permitting staff and the development community. Additionally, this program includes an application for the State's Prohousing Designation Program and coordination with the City Council and the State's Department of Housing and Community Development.

Urban Design and Housing Strategies, City of El Cajon, California. Served as the project manager for the Urban Design and Housing Strategies project. This project consisted of a multifaceted approach to update the City's

regulations and procedures for the provision of residential and mixed uses. This included the development of objective development standards paired with easy-to-understand graphics informed by an in-depth analysis of existing regulations pertaining to mixed use, residential, and accessory dwelling unit development, as well as internal permit processing procedures; updated permit processes to increase understanding of regulations and ease of permit review; an updated accessory dwelling unit ordinance; an interactive web-based tool for development opportunity sites and incentives; and guides and marketing materials to assist staff and developers in understanding updated regulations and procedures.

San Bernardino Regional Housing Trust Fund, San Bernardino Council of Governments, California. Serves as the task lead for the Regional Housing Trust Fund through the San Bernardino County Transportation Authority/San Bernardino Council of Governments on-call contract. Prepared a Housing Trust white paper, which provides an analysis of best practices and recommendations for enacting a regional housing trust fund, and a Strategic Plan, which outlines outreach findings, priority projects, and key recommendations. Developed and managed a comprehensive outreach program, including presentations to City Councils across San Bernardino County. Current tasks include the development of an administrative plan for the implementation of a regional housing trust fund, based on the recommendations of the Housing Trust white paper.

Housing Element Update and Prohousing Plan, City of Indio, California. As a part of the General Plan Update, served as the task lead for the comprehensive sixth cycle update to the City of Indio's Housing Element. As a first step in implementation of the Housing Element, conducted a prohousing assessment, including direct financial incentives, enhanced housing permitting organizational strategies, City and regional fee strategies, local and regional housing trust fund options and gap financing alternatives for workforce and affordable housing to facilitate the planning, approval, and construction of housing. Current tasks include a prohousing application and coordination with local decision makers and the State Department of Housing and Community Development.

Housing Element Update, City of Concord, California. Served as planning lead for the sixth cycle update to the Housing Element. The Concord Housing Element Update is unique in that it has an extensive focus on tenant protections and anti-displacement strategies. Tasks include robust community engagement, subconsultant management, decision-maker education, and coordination with the State Department of Housing and Community Development. This plan has been adopted and is in the final State certification review.

Focused General Plan Update – Housing and Safety Elements, City of Lomita, California. Served as project manager for the comprehensive update of the City of Lomita's Housing and Safety Elements, associated outreach program, and California Environmental Quality Act process. Both elements were unanimously approved by the City Council and the Housing Element was certified by the State.

Los Angeles County Metro Area Plan, County of Los Angeles, California. Served as member of the planning team for the Los Angeles County Metro Area Plan development. Key tasks included the development of a Gentrification and Displacement Study that analyzed displacement vulnerability and gentrification potential and intensity. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history.

Annual Report on Homes, City of San Diego, California. Served as the project manager for the 2021, 2022, and 2023 Annual Report on Homes. This work includes the analysis organization of tens of thousands of records of permit data to decipher the number, type, and process for all housing units to be developed in the City. Once data were collected and organized, the project team developed a public-facing report paired with graphics, charts, and text to provide an easily digestible document in which housing needs and production is easily communicated to decision makers and the community. This report acts as an aid to City staff, elevating discourse around housing.

Janet Rodriguez

COMMUNITY OUTREACH AND ENGAGEMENT



Education

University of Southern California
MA, Urban Planning/Design and Graduate Certificate in Real Estate Development

University of California, Los Angeles BA, Geography/Environmental Studies

Professional Affiliations

American Planning Association

Janet Rodriguez (*JAN-it rohd-REE-gehz; she/her*) is an urban planner with 6 years' professional experience in land use planning, current planning and zoning, and community outreach coordination including outreach events, community advisory boards, creation of user-friendly marketing and materials, and strategizing to connect and better identify the needs of various community groups. With her interdisciplinary planning knowledge and experience collaborating with city planners, city council representatives, and community stakeholders, Ms. Rodriguez understands the importance of balancing project priorities with community needs and identifying ways to solicit feedback that can be meaningfully incorporated into the planning process.

Project Experience

Comprehensive Zoning Code Update, City of Pico Rivera, California. Serving as the project manager to the City of Pico Rivera's Zoning Code Update project. Tasks include collaboration with City staff to identify opportunities and challenges with the zoning code's organization, use regulations, development review procedures, and implementing development and design standards. Input and findings from consultant led zoning code diagnostic, which includes a thorough review of the City's code including General Plan consistency analysis, City staff interviews, and feedback from the robust public outreach, including stakeholders and residents as well as focused study sessions with a community advisory group and Planning Commission, will inform the development of the new zoning code to create a streamlined and user friendly code and also new design standards and guidelines for residential, commercial, industrial, and mixed-use developments to achieve high-quality design.

General Plan Update, City of Newport Beach. Serves as the Task Lead for a comprehensive update to the General Plan's Recreation and Land Use Elements. Tasks include an analysis of existing conditions, develop an updated inventory of existing recreation facilities using GIS data from the City's Recreation Facilities Dashboard to perform a quality assessment to evaluate the adequacy of parkland and recreational opportunities; and identifying key outreach opportunities within the greater outreach program to inform recreation and land use policy changes for inclusion into the General Plan update.

Metro Area Plan, County of Los Angeles Department of Regional Planning, California. Served as planner for the development of the Metro Area Plan. Tasks include managing outreach plan, coordinating schedule of meetings, and facilitating stakeholder outreach events. Assisting with background reports and review of existing community plans.

Urban Design & Housing Strategies, City of El Cajon, California. Served as the deputy project manager to the City of El Cajon's Urban Design and Housing Strategies project. Tasks included in-depth analysis of existing regulations pertaining to residential and accessory dwelling unit development, and a review of internal permit processing

procedures, and targeted outreach with community stakeholders including, developers and architects, to develop new objective design standards that promote high-quality design that meets the City's vision for various development typologies while allowing for flexibility and innovative design.

Manhattan Beach Housing Element Update, City of Manhattan Beach, California. Served as the Housing Element planner for the comprehensive update to the City of Manhattan Beach's Housing Element. Tasks included assessing local and fair housing opportunities, extensive analysis of Manhattan Beach's share of the 6th Cycle Regional Housing Need Assessment, and program development. Facilitated stakeholder meetings, prepared City staff with presentation materials, coordinated with the California Department of Housing and Community Development to certify the Housing Element.

Art Rodriguez Associates, Arcadia, California. Served as an associate planner managing land use entitlement applications, primarily in cities within Los Angeles County. Tasks included site research and due diligence; developing project proposals; interpreting zoning codes; reviewing local regulations to ensure code compliance; preparing project findings reports; leading community outreach with stakeholders including neighborhood groups, council representatives, and police departments; and representing projects at public hearings.

Center for Economic Development, Los Angeles, California. Served as the lead graduate research assistant for the Center for Economic Development at the University of Southern California. Developed and analyzed an extensive dataset of journals and publications for a literature review focusing on transit-oriented development trends over the decades. Examined policy documents, such as land use elements, specific plans, and overlays, of every city with a METRO rail-stop in Los Angeles County to develop an inventory of policies that incentivize development around transit stations; tracked development patterns near transit stations; and assisted in the analysis of identifying trends between policy incentives and actual development. Oversaw the graphics and maps and assisted with the preparation of the final report for publication submittal review.

Center for Sustainable Communities, Los Angeles, California. Served as a research assistant for the Institute of the Environment and Sustainability at the University of California, Los Angeles (UCLA). Tasks included supporting principal investigators on various projects; creating geographic databases and shapefiles corresponding to a database for the UCLA Energy Atlas; creating figures and maps and analyzing data for ongoing projects; and co-leading a spatial survey documenting landscape elements and vegetation to evaluate the Metropolitan Water District's Turf Replacement Program.

Shannon Heffernan, AICP

COMMUNITY OUTREACH AND ENGAGEMENT



Shannon Heffernan (*SHA-nin HEF-er-nan; she/her*) is a Principal Planner with 16 years' professional experience in community planning and urban design. Ms. Heffernan has worked with Southern California agencies, non-profit organizations, and community groups to enhance their districts, public spaces, and celebrated places through visioning, planning, design, and placemaking projects. These efforts have included collaborations between cities, business improvement districts (BIDs), and developers–all with a thoughtful outreach approach with equity as a core principle to ensure that stakeholders are being given a voice and providing input.

Ms. Heffernan has experience leading multidisciplinary teams and complex projects for transit-oriented development (TOD) visioning, downtown revitalization frameworks, and community plans that empower residents and elected officials with the tools to guide future growth and development within their jurisdictions. Her management style of collaborative and outside-of-the-box thinking has led to innovative solutions for problems faced by our cities in the 21st Century. Most recently, Ms. Heffernan worked with cities and community groups to launch their al fresco dining programs and other placemaking initiatives to create more people-first spaces. She is also passionate about moving the "planning dial" via studies focused on innovative ways to expand housing and leveraging transit investment in Southern California.

Education

University of Southern California
Executive Master of Urban and Regional Planning, Concentration in Real Estate Development

California Polytechnic State University, San Luis Obispo
BS, City and Regional Planning

Certifications

American Institute of Certified Planners (AICP), issued 2017

Professional Affiliations

American Planning Association – Los Angeles Chapter, Professional Development Director

Project Experience

Pacific/Randolph and Florence/Salt Lake Station Area Plans, Huntington Park, Bell, Cudahy, and Maywood, California. As a core team member at a previous firm, prepared Station Area Plans for the proposed Florence/Salt Lake and Pacific/Randolph stations along the West Santa Ana Branch Transit Corridor that will form the basis for a TOD Specific Plan for each station area. The development of the Station Area Plans included input from stakeholders and the community, and a focus on land use, zoning, and urban design priorities to inform design standards for future development, recommendations for active transportation and infrastructure improvements, and recommendations for policies to create equitable growth through an Equitable Development Framework. Participated in and presented at walk audits, pop-up open houses at Salt Lake Park, door-to-door business canvassing, and virtual engagement with the Technical Advisory Committee, Community Advisory Committee, and Planning Commission meetings for four cities. As part of this exercise, underutilized sites were identified in each station area for future transit-oriented development and densification and created infill development scenarios focused on housing and mixed-use to test various development prototypes on these sites. Existing infrastructure was also assessed to determine existing city capacity of city infrastructure, and capacity needed to accommodate future housing based on the development scenarios. Based on the development scenarios and community feedback, the team then provided recommendations for zoning enhancements, changes, or other planning and policy initiatives to better guide future development in the station areas.

Metro Little Tokyo/Arts District Station Joint Development Opportunity Analysis, Los Angeles, California. As project manager at a previous firm, worked with Metro's Joint Development Team to identify and showcase the development potential for the Little Tokyo/Arts District Regional Connector station site. With the completion of the Regional Connector in 2022, this station will serve as the gateway to the Little Tokyo and Arts District communities for thousands of visitors each day. Despite this locational advantage, Metro's Joint Development site is a challenging development prospect due to its small size and the structural and infrastructural constraints arising from the underground Regional Connector Station. To innovate beyond these constraints and harness the extensive potential to foster a dynamic, community focused, and transit-connected destination, the team engaged in local outreach efforts and worked with Metro to create the Little Tokyo/Arts District Station Opportunity Overview (OO) and Request For Interest and Qualifications (RFIQ), which synthesizes Metro's and the communities' goals, outlines the physical constraints of the site, and illustrates the possibilities to attract innovative ideas and projects for joint development. The OO and RFIQ were then shared with interested developers.

Glendale Arts and Entertainment District Visioning, Glendale, California. As project manager at a previous firm, worked with the City of Glendale on urban design and placemaking improvements for Glendale's Arts and Entertainment District on Artsakh Avenue. The project involves the redesign of Artsakh Avenue and the adjacent public alley to create a vibrant, pedestrian-friendly streetscape and foster a world-class Entertainment District. The project is anchored in a collective vision for the District that was formulated through rigorous engagement with stakeholders, including downtown businesses, property owners, local artists, residents, and the larger Glendale community. Outreach activities as part of this process included multiple study session and presentations to the City Council and the Arts and Culture Commission to obtain guidance and feedback throughout the project. Worked with the City on a two-pronged engagement strategy–to provide project updates and build community support for the revitalization of the public realm on Artsakh Avenue, as well as capture stakeholder priorities on proposed elements for the Glendale Arts and Entertainment District. In the Visioning phase of the project, they hosted the Activate Artsakh event in partnership with the City, attracting over 300 community members. The event included local programming from community-based organizations with a pop-up art gallery, performance art and a guided Arts and Entertainment District Walk.

Southern California Association of Governments Go Human Camina en Walnut Park, Los Angeles County, California. As a core team member at a previous firm, led Go Human Tactical Urbanism Round 3, which focused on five outreach and tactical demonstrations in Los Angeles and Orange County, including the community of Walnut Park. Go Human is the Southern California Association of Governments education campaign for Southern California residents to learn about the benefits of human-powered mobility. Their outreach efforts included coordinating and leading a series of meetings with Advisory Committees comprised of staff from various city departments, elected officials, community-based organizations, and nonprofits. They successfully planned, designed, and installed large-scale tactical demonstrations of bicycle and pedestrian infrastructure improvements. These temporary improvements included scramble crosswalks, cycle tracks, multi-use trails, bike lanes, bulb-outs, and high visibility crosswalks. Each demonstration also included a community-focused event to engage stakeholders and collect feedback on the improvements.

Downtown Lomita Vision, Lomita California. As a core team member at a previous firm, prepared a Vision Plan for the Downtown Lomita to create a vibrant hub and destination for the City, and a place that will be treasured by residents, customers, and businesses alike. Working with the City of Lomita, we prepared a comprehensive review of the existing regulatory, physical, and economic conditions, including a detailed market study as a first step in our planning process. Identified the preferred uses, including retail types and mix, design improvements with a focus on the public realm, and modifications to the code that could enhance and add to the appeal of Downtown Lomita as a destination.

Raoul Rañoa

COMMUNITY OUTREACH AND ENGAGEMENT/LAND USE



Education

California Polytechnic State University, Pomona
BA, Communications (Journalism focus)

Raoul Rañoa is the lead of Dudek's Visual Storytelling practice. His 30-year career includes roles at the Los Angeles Times where he honed his expertise in breaking down complex data and processes into visual stories suitable for both expert and general audiences. He also currently creates scientific visualizations for JPL/NASA.

Mr. Rañoa has prepared print, online, animated, and interactive visuals covering every facet of the environmental consulting industry, including sea-level rise, cultural assessments, built-environment, CEQA/NEPA compliance, housing issues, climate change impacts and resiliency, habitat and land conservation, hydrological processes, and green-technology. He prepared visuals for the award-winning SDSU Mission Valley Campus Master Plan/Design Guidelines and led the development of SANDAG's On-Call Regional Transportation Infrastructure Sea-Level Rise Assessment and Adaption Guidelines and Resilience Toolkit.

Mr. Ranoa is knowledgeable in print and web graphics production, including prepress, vector and 3D illustration, GIS, social media, video, and motion graphics. He has management and university-level teaching experience, as well as experience in technical editing, writing, reporting, and cartography. He has given presentations on Visual Communications at the 2021 Western Groundwater Congress, JPL, Loyola Marymount University and the American Planning Association.

Mr. Rañoa has been a key member of Pulitzer Prize–winning investigative journalism teams and has created visuals for high-profile JPL/NASA projects such as the Mars helicopter. His scientific visualizations for JPL have also been included in a recent Space Studies Board/National Academy of Sciences' Planetary Science and Astrobiology Decadal Survey. His interactive and illustrative work at Dudek has been awarded by organizations such as the American Planning Association and his work at the Los Angeles Times has been awarded multiple times by the Society of News Design, an international design competition which he also judged in 2016. Additionally, Mr. Rañoa's data visualizations are nationally recognized, having been featured in the Best American Infographics book series two years in a row.

Project Experience

DWR Technical Assistance Program, Department of Water Resources, State of California. Coordinated, created and executed visuals illustrating DWR's efforts to support Tribal and other underrepresented communities. Visuals to be used for a K-12 lesson plan, public outreach, and social media campaigns. Also led the development of award-winning graphic novels visuals illustrating Native American Tribal Water.

Irvine Ranch Water District Aerial Analysis for San Joaquin Marsh, Irvine Ranch Water District, California. Crafted data visualizations outlining changes in the vegetation index and land cover from 2006 to 2020.

City of San Diego Annual Housing Report Responsible for mapping, data visualization and design of Housing Report displaying city of San Diego housing statistics.

San Diego State University Mission Valley Campus Master Plan/Design Guidelines, San Diego State University, San Diego, California Responsible for Environmental Impact Report and Design Guidelines infographics covering all aspects of the project, including utilities, hydrology, and emergency response.

San Diego Canyonlands Carbon Storage and Sequestration Study, County of San Diego. Crafted data visualizations outlining carbon storage, land cover, and sequestration data for multiple watersheds.

San Diego Association of Governments Resilience Toolkit and Guidebook. Served as lead designer and manager. Developed design, visual approach, and creation of interactive/print documents. Oversaw all aspects of production including color choices, branding, typography, image selection and development of data visualization and infographics.

San Diego Association of Governments Environmental On-Call Regional Transportation Infrastructure Sea-Level Rise Assessment and Adaption Guidelines, San Diego Association of Governments, California. Responsible for data maps and 3D infographics illustrating the impacts of sea-level rise on local communities.

San Diego Preserve/The Ranch at River Bend EIR. Responsible for creating data maps showing impacts of sea-level rise and coastal erosion.

National Planning Conference Storymap, American Planning Association. Developed award-winning Interactive Presentation highlighting historically and culturally significant locations in San Diego County.

San Bernardino Regional Priority Plan Storymap, Inland Empire Resource Conservation District (IERCD). Coordinated, created, and executed visuals for use in the IERCD's Storymap detailing priority projects that build wildfire resiliency across the San Bernardino Mountains. Managed creation of ESRI Storymap.

Native Peoples Trade and Historic Hangar Interpretive Display, Port of Portland, Oregon. As lead graphic designer, responsible for research/design of multiple panels incorporating Native American and aviation history. Display featured within the Portland International Airport.

San Pasqual Valley Resource Management Plan, City of San Diego/San Diego, California. Lead artist, responsible for creating visuals outlining best management practices for multiple land uses, the hydrological processes occurring within the Hodges Reservoir Watershed and Hodges Reservoir, and the topographical makeup of the San Pasqual Groundwater Basin.

GSP Preparation for the San Jacinto Groundwater Basin, Eastern Municipal Water District, Riverside County, California. Prepared Hydrogeologic Conceptual Model 3D diagram showing subsurface flow and soil composition.

Invasive Shothole Borer Regional Priority Plan, Inland Empire Resource Conservation District (IERCD), California. Responsible for coordination, creation, and execution of social media, public outreach visuals, and storymap/digital presentation.

California Wildfire Protection Plan, County of Monterey, California. Responsible for coordination, creation, and execution of social media, public outreach materials, and storymap/digital presentation.



Diego Velasco, AICP
Principal and Founder of Citythinkers
Mobile: 619-602-1699
Email: diego@citythinkers.com
citythinkers.com

Diego is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, Diego has worked closely with multiple communities in San Diego and across California. His work on over eight Community Plan Updates in San Diego has included leading extensive community outreach (such as University and Hillcrest's online engagement and the award-winning Pop-up Outreach for Encanto and Southeastern CPUs) and innovative urban design work (including a vision for the University Community Plan and 3D visualizations for the Hillcrest Focused Plan, among several other assignments). As the Founder and President of Citythinkers, Diego's work spans all scales and contexts, from affordable infill housing to campus planning, specific plans, master plans, design guidelines, and recently, coastal resilience planning for private sector and public sector clients alike. Diego is also a practicing architectural designer, a Certified Planner, an undergraduate instructor at UC San Diego, and the Section Director of the American Planning Association San Diego Section.

Education & Certifications:

Master of Urban Planning, University of Washington

Bachelor of Arts in Architecture, University of California, Berkeley

American Institute of Certified Planners (AICP), Certified Planner #024675

Other involvement:

→ American Planning Association, Acting San Diego Section Director
→ Lecturer I, University of California, San Diego, Urban Studies and Planning Department (since 2019)
→ American Institute of Certified Planners, Certified Planner
→ Urban Land Institute, Member and Young Leaders Partnership Forum Mentor since 2017, Management Committee Chair of Technical Assistance Panel Program
→ Lambda Alpha International, Member



Gaelle S. Brasseur
Urban Designer, Citythinkers
Email: gaelle@citythinkers.com
citythinkers.com

Gaelle is an Architect and Urban Planner with more than 20 years of experience. She has been practicing Urban Design in San Diego since 2014. Working closely with Diego Velasco, she has had the opportunity to develop large scale master plans, specific plans, design guidelines and campus plans for the City of San Diego, University of San Diego and other cities in the Southern California region.

Prior to moving to the United States, Gaelle led large urban planning and transportation projects in Europe, Asia, Africa and Middle East. At Citythinkers, Gaelle brings this global experience to a range of projects, including urban design for the Clairemont, University, and College Area Community Plan Updates, Specific Plans for urban infill sites across Southern California, and visionary placemaking concepts for sites at the neighborhood scale.

Education & Certifications:

Master's Degree in Architecture, Lyon National School of Architecture, Lyon France

Specialty: Sustainable Development and High Environmental Quality Certification (HQE)

Master's Degree in Civil Engineering and Urban Planning, National Institute for Applied Sciences, Lyon France



Tyler Jones
Urban Designer, Citythinkers
Email: tyler@citythinkers.com
citythinkers.com

Tyler has been with Citythinkers for three years. In his role as urban designer, Tyler supports the team with site analysis, design concepts, 2D and 3D illustrations and diagrams, and plan development. He orchestrates, facilitates, and runs community outreach programs for multiple projects and includes a range of methods, from pop-ups to interactive workshops, ESRI Story Maps, surveys, and other online engagement tools. Tyler is well-versed in a range of software programs, including 3D modeling and rendering programs. Most recently, he has developed the illustrations and outreach for the San Diego Coastal Resilience Master Plan, a project which resonates with the topic of his college thesis: the impacts of sea level rise on architecture and design.

Education & Certifications:

Bachelor of Architecture, NewSchool of Architecture and Design, San Diego

CATHERINE HANNA SCHROCK

Imagine Co-Founder & Director of Programs

PROJECT ROLES

Engagement Strategy
Communication Strategy
Creative Direction
Event Design & Programming
Curriculum & Workshop Design
Lead Facilitator
Cultural Competency Trainer
Experiential Learning Specialist
Program Management

CONTACT

(619) 894-6444

catherine@imaginebravespaces.com

219 1/2 22nd St
San Diego, CA
92102

EDUCATION

MA New York University
Educational Theatre
Applied Theatre & Human Rights

BA Calvin College
Sociology
Int'l Development & Social Work

PROJECT DESCRIPTION

Project: On-Call Public Outreach and Engagement Consulting Services
Location: San Diego
Imagine provides innovative, arts-based and creative public engagement strategies and implementation support, including video development and production.

HISTORY

Co-Founder & Director of Programs | Imagine Creative Services

2021 - present, San Diego, CA
Launched and led development of all program content for new San Diego-based company working at the intersection of applied theatre, multimedia arts, and community development. Imagine utilizes the arts to educate, connect, inspire, and activate in order to support the flourishing of San Diego's diverse communities.

- **Build Better SD (2022) - City of San Diego Planning Department.** Creative public engagement and facilitation, including high-school youth and adults. Promotional video (https://bit.ly/3tdsl7K) created for use in City outreach and decision-making.
- **Housing Action Package 2.0 (2023) - City of San Diego Planning Department.** Public outreach event design and facilitation. Design/layout of printed and electronic communication elements.
- **Equity Forward: Inclusive Public Engagement Guide (2023) - City of San Diego.** Creative public engagement, including pop-up events, educational workshops, visual and theatre arts-based survey techniques, event facilitation, and community-informed responsive outreach. Promotional video (https://bit.ly/46mwwSw) created for use in City training and outreach.
- **Mid-City Communities Plan Update (2023-24) - City of San Diego Planning Department.** Promotional video created for use in City outreach and decision-making. Included extensive drone flyover footage of Mid-City area.
- **K-12 Youth Services Community Grant Recipient (2022) - Public Safety Group, County of San Diego.** Grant received for full year delivery of theatre-based programs. Included a bullying prevention program for elementary and middle school students across San Diego County and the development and delivery of a new trafficking awareness and prevention program for middle school students.
- **San Diego County School Districts (2021-ongoing)** - Contracted with San Diego Unified, Cajon Valley Unified, San Diego County Office of Education, and others to deliver arts-based social and emotional learning programs to students via live assembly, in-class, and after-school elements.

Equity, Diversity, Inclusion & Access Consultant | Various

2021-present, San Diego, CA
Leadership coaching to support executive staff and non-profit boards in developing cultural competency and communication skills with diverse teams. EDIA training for staff. Clients include the Old Globe Theatre, Diversionary Theatre, PCI Global, the Museum of Us, Outside the Lens, Arts Education Connect, the San Diego Episcopal Diocese, others.

Co-Founder & Director of Community Development | Blindspot Collective

2017-2021, San Diego, CA
Developed original community-inspired performances and commmunity and school-specific currulum, hired and managed a team of artists and artist educators. Cultivated and maintained relationships with community partners. Integrated culturally-aware community engagement processes in all programs on and off-stage.

(continued on second page)

Artistic Director & Program Director | Center for Justice & Reconciliation, Point Loma Nazarene University

2016-2020, San Diego, CA

Creator and manager of forum theatre-based human trafficking prevention curriculum to inspire student learning and engagement. Assembled, designed, and drafted comprehensive curriculum. Coordinated and managed program delivery.

Teaching Artist | The Globe Theater & La Jolla Playhouse

2014-present, San Diego, CA

Developed and delivered creative/dramatic curriculum for 1) arts and academic integration, 2) performance, 3) youth empowerment, and 4) professional development.

Role-Play Coach & Facilitator | Performance of a Lifetime

2011-2018, New York, NY

Performed in various professional & corporate settings using theater/improvisation, role-play as a coaching mechanism for professional development and skill-building.

Teaching Artist & Facilitator | The New Victory Theater

2013-2015, New York, NY

Theater/storytelling teacher artist in partnership with NYC public schools. Co-developed curriculum appropriate for students elementary-high school age.

Program Director | Teacher Exchange Program, Invisible Children

2007-2014, Gulu, Uganda

Directed program for professional exchange between Ugandan and North American educators. Included program development, design and facilitation, budget creation and management, general program outlining, logistical coordination, implementation, assessment and oversight over all programming. Designed and facilitated workshops on cultural preparation, dialogue, critical pedagogy, informal education, creative education, and the use of dramatic/active learning methods in the classroom with war-affected youth. Conference design and facilitation. Program research to create and implement a full program impact evaluation since program inception. Compiled, analyzed, and reported the results. Taught high school English to Ugandan war-affected youth. Developed theatre/creative activities integrated in regular academic curriculum.

Teaching Artist | The Leadership Program

2006-2014, New York, NY

After school and in-school program instructor in various NYC public schools teaching drama, original performance creation, creative writing, poetry/spoken-word, playwriting, literacy, dance, Theater of the Oppressed/Boalian drama methods, film critique, character education, mentoring, leadership, life skills, social justice, youth empowerment, violence prevention programming. Professional development facilitation including workshops with teachers and parents teaching theater arts integration/active teaching, multiplicity in learning, conflict resolution, Theater of the Oppressed, community building. Curriculum development including creation of creative, dramatic, and social/emotional curriculum.

PETER SCHROCK

Imagine Co-Founder & Director of Operations

PROJECT ROLES

Engagement Strategy
Communication Strategy
Creative Direction
Event Design & Programming
Video Production
Video Editing
Graphic Design
Photography
Print & Online Content

CONTACT

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92102

EDUCATION

BA Biola University
Communication Studies
Radio, Television & Film

Art Center Pasadena
Night program
Graphic Design/Photography

PROJECT DESCRIPTION

Project: On-Call Public Outreach and Engagement Consulting Services
Location: San Diego
Imagine provides innovative, arts-based and creative public engagement strategies and implementation support, including video development and production.

HISTORY

Co-Founder & Director of Operations | Imagine Creative Services

2021 - present

Launched and expanded organizational infrastructure for new San Diego-based company working at the intersection of applied theatre, multimedia arts, and community development. Imagine utilizes the arts to educate, connect, inspire, and activate in order to support the flourishing of San Diego's diverse communities.

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- **San Diego County School Districts (2021-ongoing)** - Contracted with San Diego Unified, Cajon Valley Unified, San Diego County Office of Education, and others to deliver arts-based social and emotional learning programs to students via live assembly, in-class, and after-school elements.

Director of Communications | Novo Mission

2001 - 2020

Launched and grew a multi-functional non-profit communications team to provide clear messaging, rich content, and engaging events for donors and staff that laid the foundations for long-term sustainability. Organized and directed first organizational rebranding project since founding in 1980. Designed and produced printed communication materials. Developed, launched, and maintained multiple organizational websites. Traveled extensively to visit international project sites to develop content for marketing and project documentation.

Communications Coordinator | Jet Propulsion Lab

1999 - 2001

Designed and produced publications to share research internally with other JPL departments and partners. Designed presentations for scientific conferences.

CATEGORY 3

Land Use



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Elizabeth Dickson, AICP

LAND USE PROJECT MANAGER / COMMUNITY OUTREACH AND ENGAGEMENT KEY STAFF



Elizabeth Dickson (*ee-LIH-zuh-beth DIK-suhn; she/her*) is a planner with 8 years' experience specializing in long-range planning, community planning, housing policy development, zoning codes, and the analysis and creation of tools that facilitate and incentivize development. Ms. Dickson's diverse range of experiences includes General Plan updates and amendments, housing element updates, community plan updates, community planning, housing incentive program development, and updates and amendments to zoning codes. She has experience working collaboratively with local community groups, navigating California State legislation, and developing implementation-focused policies and ordinances that promote housing accessibility and affordability.

Ms. Dickson has spoken as a panelist at multiple conferences for the American Planning Association. Her expertise in housing data analysis led her to serve as a panelist at the Institute for Innovative Governance's 2019 Forum on Housing and Inequality in San Diego.

Education

San Diego State University
MA, City Planning

University of Montevallo
BA, Business Administration

Certifications

American Institute of Certified Planners (AICP), No. 34733

Professional Affiliations

American Planning Association

Project Experience

General Plan Update, City of Newport Beach, California. Serves as the project manager for a comprehensive update to the General Plan. Tasks include an extensive community outreach and engagement program; analysis of both quantitative and qualitative data; visioning, goal, and policy development; and management of technical staff, planning staff, and subconsultants. The update has a heightened focus on resilience strategies and includes technical analysis of challenges faced by a coastal community such as sea level rise and coastal erosion.

Comprehensive Zoning Code Update, City of Pico Rivera, California. Serves as the task lead for the development of use regulations for the Comprehensive Zoning Code Update. Tasks include new regulations for outdoor dining, massage establishments, drive-throughs, automobile serving uses, and a variety of housing uses such as transitional housing, emergency shelters, supportive housing, home occupations, and family day-care homes. This project will provide permitting staff and the development community with a comprehensive zoning code that is easily navigable and contains clear and objective standards.

Housing Element Implementation Program, City of Indio, California. Serves as the task lead for the Housing Element Implementation Program, which includes the development of local ordinances, housing resources for community members, and guidance and informational materials for permitting staff and the development community. Additionally, this program includes an application for the State's Prohousing Designation Program and coordination with the City Council and the State's Department of Housing and Community Development.

Urban Design and Housing Strategies, City of El Cajon, California. Served as the project manager for the Urban Design and Housing Strategies project. This project consisted of a multifaceted approach to update the City's

regulations and procedures for the provision of residential and mixed uses. This included the development of objective development standards paired with easy-to-understand graphics informed by an in-depth analysis of existing regulations pertaining to mixed use, residential, and accessory dwelling unit development, as well as internal permit processing procedures; updated permit processes to increase understanding of regulations and ease of permit review; an updated accessory dwelling unit ordinance; an interactive web-based tool for development opportunity sites and incentives; and guides and marketing materials to assist staff and developers in understanding updated regulations and procedures.

San Bernardino Regional Housing Trust Fund, San Bernardino Council of Governments, California. Serves as the task lead for the Regional Housing Trust Fund through the San Bernardino County Transportation Authority/San Bernardino Council of Governments on-call contract. Prepared a Housing Trust white paper, which provides an analysis of best practices and recommendations for enacting a regional housing trust fund, and a Strategic Plan, which outlines outreach findings, priority projects, and key recommendations. Developed and managed a comprehensive outreach program, including presentations to City Councils across San Bernardino County. Current tasks include the development of an administrative plan for the implementation of a regional housing trust fund, based on the recommendations of the Housing Trust white paper.

Housing Element Update and Prohousing Plan, City of Indio, California. As a part of the General Plan Update, served as the task lead for the comprehensive sixth cycle update to the City of Indio's Housing Element. As a first step in implementation of the Housing Element, conducted a prohousing assessment, including direct financial incentives, enhanced housing permitting organizational strategies, City and regional fee strategies, local and regional housing trust fund options and gap financing alternatives for workforce and affordable housing to facilitate the planning, approval, and construction of housing. Current tasks include a prohousing application and coordination with local decision makers and the State Department of Housing and Community Development.

Housing Element Update, City of Concord, California. Served as planning lead for the sixth cycle update to the Housing Element. The Concord Housing Element Update is unique in that it has an extensive focus on tenant protections and anti-displacement strategies. Tasks include robust community engagement, subconsultant management, decision-maker education, and coordination with the State Department of Housing and Community Development. This plan has been adopted and is in the final State certification review.

Focused General Plan Update – Housing and Safety Elements, City of Lomita, California. Served as project manager for the comprehensive update of the City of Lomita's Housing and Safety Elements, associated outreach program, and California Environmental Quality Act process. Both elements were unanimously approved by the City Council and the Housing Element was certified by the State.

Los Angeles County Metro Area Plan, County of Los Angeles, California. Served as member of the planning team for the Los Angeles County Metro Area Plan development. Key tasks included the development of a Gentrification and Displacement Study that analyzed displacement vulnerability and gentrification potential and intensity. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history.

Annual Report on Homes, City of San Diego, California. Served as the project manager for the 2021, 2022, and 2023 Annual Report on Homes. This work includes the analysis organization of tens of thousands of records of permit data to decipher the number, type, and process for all housing units to be developed in the City. Once data were collected and organized, the project team developed a public-facing report paired with graphics, charts, and text to provide an easily digestible document in which housing needs and production is easily communicated to decision makers and the community. This report acts as an aid to City staff, elevating discourse around housing.

Erika Van Sickel

COMMUNITY OUTREACH AND ENGAGEMENT / LAND USE



Education

University of Southern California
MPL, Urban Planning/ Design

University of California, Santa Barbara
BA, Environmental Studies

Certifications

Certificate, Real Estate Development

Professional Affiliations

American Planning Association

Erika Van Sickel (*AIR-ih-kuh van-SICK-ull; she/her*) is an urban planner with 8 years' experience in land use policy and code in both the public and private sectors. Ms. Van Sickel places a special emphasis on improving the interaction between users and their built environments and has experience performing bilingual community outreach and data analysis for the purposes of identifying conditions and challenges in a broad range of communities. Her multi-disciplinary background in design, development, and sustainability allows her to make critical decisions on each project's impact to the community and environment.

Project Experience

Manhattan Beach Housing Element Update, City of Manhattan Beach, California. Serving as project manager. Evaluating the outcomes of the prior Housing Element's programs and objectives and analyzing current governmental and market constraints, including an in-depth analysis of the City's existing zoning code, zoning districts, design overlays, development regulations, coastal zone land use and development regulations, and administrative procedures. This analysis is being used to develop goals, policies, and programs emphasizing the removal of developmental constraints through targeted municipal code amendments and the creation of a new mixed-use overlay to promote new residential and mixed-use development opportunities in the City.

Pro-Housing Assessment, City of Indio, California. Serving as project manager. Preparing an assessment of current housing policies with a focus on financial strategies, including direct financial incentives, housing delivery organizational strategies, City and regional fee strategies, potential local or regional housing trust fund options, and gap financing alternatives. In addition, analyzing prototypical housing development costs to identify the financing gap between market-rate and prototypical affordable housing development. Based on the findings, the Dudek team will develop a Pro-Housing Fiscal Strategies Plan that includes a tool kit of pro-housing policies, strategies, incentives, and funding mechanisms that facilitate the development of housing in the City.

Indio Housing Element Update, City of Indio, California. Served as project manager. Identified the demographic and housing needs for all income levels, including housing for people with disabilities; evaluated the outcomes of the prior Housing Element's programs and objectives; and analyzed current governmental and nongovernmental constraints. Used this analysis to develop goals, policies, and programs with an emphasis on pro-housing policies, which address the removal of housing and development constraints, improvement and conservation of the existing high-quality housing stock, housing financing methods, and promotion of equal housing opportunities. Conducted an extensive analysis of existing sites and identified candidate sites to be rezoned for residential development under the City's concurrent zoning code update to accommodate the City's share of the Sixth Cycle Regional Housing Need Allocation (RHNA) by income level during the planning period. These tasks incorporated

key stakeholder and community perspectives gathered through a robust, bilingual community outreach and engagement effort.

South El Monte Housing Element Update, City of South El Monte, California. Served as the deputy project manager to prepare the demographics and housing needs assessment; fair housing analysis; governmental, environmental, and market constraints analysis; review of the Fifth Cycle's programs and objectives; and review of the Sixth Cycle goals, policies, and programs. Prepared the sites inventory of the built-out City. With limited vacant land resources, the sites inventory included an extensive evaluation of redevelopment potential for non-vacant and underutilized sites, rezoning recommendations for the City, and guidance to comply with the City's Sixth Cycle RHNA. The analysis and recommendations were combined with feedback gathered during the community outreach process to create a unique set of goals, policies, and programs that will enable the preservation and development of adequate housing to meet the housing needs of all income levels and special groups.

Highland Housing Element and Safety Element, City of Highland, California. Served as the Housing Element Planner to evaluate outcomes of the prior Housing Element's goals, policies, and programs to determine effectiveness and review of how they will be changed to best serve the City's needs and objectives. Completed a housing needs analysis and prepared a quantification and analysis of existing and projected housing needs to meet the City's RHNA numbers to provide recommendations for additions or adjustments to fair housing goals and actions. Additional tasks included completing a site inventory and analysis and identifying constraints to the maintenance, improvement, or development of housing for all income levels. Worked with the City to develop Housing Element programs, including an address and removal of housing constraints, improvement and conservation of the existing housing stock, and preservation of units at risk of conversion to market rates.

Lomita Housing and Safety Elements Updates, City of Lomita, California. Served as the Housing Element Planner for the comprehensive update of the City of Lomita's Housing Element. Tasks included completing a site inventory and analysis; identifying local housing needs and constraints to the maintenance, improvement, and development of housing for all income levels; assessing local fair housing opportunities; and developing Housing Element goals, policies, and programs to address housing constraints, improvement, and preservation of naturally affordable and deed-restricted affordable housing and promotion of fair housing opportunities.

County of Los Angeles Housing Element Update, County of Los Angeles, California. Served as assistant planner for the County of Los Angeles Housing Element Update. Dudek prepared the Los Angeles County Housing Element Update Project Program EIR, with Veronica Tam and Associates as the Housing Element planner. The project is the Sixth Cycle Housing Element Update, which anticipates the designation of approximately 90,000 housing units across Los Angeles County to meet the County's share of the state-mandated RHNA. Acted as an extension of public agency staff for the preparation of the Program EIR and associated technical work, which included analysis of biological resources, air quality, noise, energy, greenhouse gas emissions, cultural resources, historic resources, and traffic.

El Cajon Housing, Safety, and Environmental Justice Elements, City of El Cajon, California. Served as assistant planner to prepare the City of El Cajon Housing, Safety, and Environmental Justice Elements. Veronica Tam and Associates served as the Housing Element planner, and Dudek led the Safety and Environmental Justice Elements. The Safety and Environmental Justice Elements provide a succinct assessment of the natural hazards, climate change effects, and public health issues facing the City and provide specific and actionable policies that address safety needs communitywide as well as policies specific to the disadvantaged communities.

Laurie Grover, AICP

COMMUNITY OUTREACH AND ENGAGEMENT PROJECT MANAGER



Education

San Diego State University
MA, City Planning

University of California, Berkeley
BA, Legal Studies

Professional Affiliations

American Planning Association

Laurie Grover (*LOR-ee GRO-vher; she/her*) is a senior planner and project manager with 12 years' experience specializing in community and regional planning. Prior to joining Dudek in 2022, Ms. Grover spent 10 years at the San Diego Association of Governments (SANDAG) and focused on long range regional planning, stakeholder engagement, and policy development at the local and regional level. Her multidisciplinary expertise includes a full range of planning efforts such as Regional, Area, and General Plans, corridor/transit-oriented development, resilience planning, and facilitating meaningful stakeholder and public dialogue.

For 4 years, Ms. Grover served as the Treasurer for the California Planning Foundation, the nonprofit arm of the American Planning Association tasked with providing scholarships to planning students throughout the state.

Project Experience

Los Angeles County Metro Area Plan, County of Los Angeles, California. Serving as deputy project manager for the Los Angeles County Metro Area Plan development. Assisting the project manager with plan development including overall project management, stakeholder engagement, goals and policy development, and zoning updates. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history.

Focused General Plan Update, City of Rialto, California. Serving as a senior planner, managed the community outreach program development and implementation for the Focused General Plan Update. The multilingual outreach program balanced the need for traditional and more informal outreach approaches to gather input from the harder to reach populations within the community.

Annual Report on Homes, City of San Diego, California. As co-project manager, provided annual reports on homes to City of San Diego staff that graphically outlined progress made within a given year on housing production. Work involved distilling technical data into an easy-to-understand graphic brochure for members of the public and decision makers alike.

San Bernardino County Council of Governments, San Bernardino County, California. Serving as senior planner, works closely with clients to provide on-call regional planning assistance. Project work has included research and implementation of a regional housing trust and working with member jurisdictions to acquire ProHousing designations, among other housing-relating services.

Waterfront Eureka Specific Plan, City of Eureka, California. As senior planner, worked with the client to provide comprehensive planning guidelines for the development and redevelopment of the City of Eureka's prized waterfront districts.

Housing Element Update, City of Concord, California. Serving as senior planner for the Housing Element Update for the City of Concord. Providing research and review on how the city's proposed Housing Element meets the State's Affirmatively Furthering Fair Housing requirements.

San Diego Forward: The 2019 Federal Regional Transportation Plan, San Diego Association of Governments (SANDAG), California. Assisted the project manager with the Federal Regional Transportation Plan that ensures federal air quality conformity and preserves funding for the San Diego region's infrastructure investments. Assisted in chapter development, implementation action monitoring, and project cost and inflation updates.

San Diego Forward: The Regional Plan (2015–2019), SANDAG, California. Served as the assistant project manager and managed several phases and components of the plan, including costing and project phasing assessments, Sustainable Communities Strategy development, public outreach, state and federal plan compliance, and development of the goals, objectives, policies, programs, and implementation actions. The Regional Plan outlined billions of dollars in investment in the San Diego region over a 35-year planning horizon.

Border Health Equity Transportation Study, SANDAG, California. Was the successful California Department of Transportation Environmental Justice Planning Grant applicant and managed the Border Health Equity Transportation Study. This study evaluated the significance of various mobility/built environment factors in the health of San Ysidro community members, and integrating this understanding into long-range planning processes. Managed an extensive stakeholder outreach process, assisted in the health determinant and outcomes process, and presented the recommendations and findings to the SANDAG Board of Directors and Policy Advisory Committees.

47th Street Health Impact Assessment Study, SANDAG, California. Served as an assistant planner in the development of the region's first transportation-related Health Impact Assessment study. This Health Impact Assessment ensured that public health was considered in the planning of this proposed bus rapid transit station, which is situated in an urban, auto-oriented, and underserved community.

Coordinated Plan (2014–2018), SANDAG, California. Served as a planner for the 2014–2018 Coordinated Plan (Coordinated Public Transit-Human Services Transportation Plan), conducted market research and regional inventory on specialized transportation services, conducted regional public outreach, created information geographic information system (GIS) maps, and oversaw plan development.

General Plan Update, City of Encinitas, California. Served as a member of the planning team to assist in the development of the Public Health component of the 2011 General Plan Update. Assisted with public outreach, geospatial analyses, and the development of the goals, objectives, policies, programs, and action items related to public health.

Catherine Tang Saez, AICP

LAND USE / URBAN DESIGN



Education

Harvard University
MAUD, Urban Design

University of Southern California
BArch, Architecture

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association (APA)

Catherine Tang Saez (*KATH-er-in TAYNG SIGH-ez; she/her*) is an urban design principal and certified planner with 17 years' experience in urban design, urban planning, and architecture. Ms. Saez works at the intersection of design and policy to create vibrant, sustainable, and healthy communities. Her expertise ranges across plans big and small, including site planning feasibility studies, vision plans, transit-oriented development (TOD) plans, streetscape plans, complete streets plans, Specific Plans, and community/area plans. She is adept at updating zoning codes, drafting objective development standards and design guidelines, and conducting community outreach and engagement. Additionally, Ms. Saez teaches planning and design at the University of Southern California Sol Price School of Public Policy.

Project Experience

Mira Mesa Community Plan Update, City of San Diego, California. Served as urban designer and planner to update the Mira Mesa Community Plan, a transit-priority effort. Mira Mesa—with 10,500 acres; 80,000 residents; and 80,000 jobs—is the largest and most populous of San Diego's 50 community plan areas. This effort includes corridor planning and conceptual urban design studies for four focus areas within the community. The studies test and illustrate new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies.

El Cajon Development Standards, City of El Cajon, California. Served as urban designer and planner to update the city's regulations and procedures for the provision of residential uses. This included an in-depth analysis of the city's existing regulatory framework, physical feasibility studies for hypothetical development typologies, and an update to the city's development and design standards to be consistent with State requirements for objectivity.

Pico Rivera CZCU, Pico Rivera, California. Serving as urban designer and planner to conduct a comprehensive update to the city's existing zoning code. The Comprehensive Zoning Code Update (CZCU) will ensure that the zoning code effectively implements the policies of the General Plan while also addressing recently approved state law to facilitate housing, set clear expectations for the design of new development (known as Objective Design Standards), and streamline the review and approvals process. The CZCU will modernize the city's approach to development regulation to reflect current development uses and best practices and provide an illustrated and user-friendly set of regulations.

Burbank Zone Text Amendments, Burbank, California. Serving as urban designer and planner drafting two significant zone text amendments. The first is meant to implement the state's recent passage of Senate Bill 9 for two-unit dwelling units and lot splits in single-family residential zones. The second is to provide new zoning regulations for firearm and ammunition retailers given community and City Council concerns, including new business licensing requirements, objective design standards for barriers and lighting, and buffer separation

requirements from sensitive uses. Both efforts have required in-depth research of state and federal law to ensure adequate compliance; coordination with City departments, such as Public Works and the Police Department; and outreach and engagement with stakeholders and community members.

San Fernando Downtown Master Plan, City of San Fernando, California. Serving as project manager in developing a community-driven vision for the city's historic core, which is home to the 1960s reconstruction of the San Fernando Mall. To facilitate the long-term success of the downtown as a thriving, vibrant, and resilient mixed-use destination for both locals and visitors, Dudek is providing analysis, visioning, outreach, and engagement services to develop a Master Plan that will provide recommendations for implementation.

Mixed-Use Overlay Zone, City of Rancho Palos Verdes, California. Serving as urban designer and planner to develop a mixed-use overlay zone for select commercial parcels along Western Avenue and Silver Spur Road—the city's two major commercial corridors. The project evaluates the feasibility of new residential mixed-use development on the parcels and creates applicable objective development standards.

Housing Incentive Overlay Zone, City of Fullerton, California. Serving as urban designer and planner to develop a housing incentive overlay zone plan for selected nonresidential parcels citywide. The plan evaluates the feasibility of residential development on these parcels and establishes the development standards along with market-tested inclusionary goals.

Brookhurst Corridor Study, City of Anaheim, California. Served as project manager to study the 3.5-mile stretch of Brookhurst Street in the City of Anaheim, which is home to the unique cultural district of Little Arabia, the first in the nation formal designation of Arab-owned businesses. Dudek provided analysis, visioning, outreach, and engagement services to develop recommendations for a regulatory framework and improvements to support the ongoing success of businesses and residents along the corridor.

Old Town Newhall Specific Plan, City of Santa Clarita, California. Served as urban designer and planner for a specific plan update for Newhall —the historic core of the City of Santa Clarita. The update aimed to test new development types, simplify the existing form-based code, and improve the usability and legibility of the plan.

Citywide Complete Streets Plan, City of Burbank, California. Served as urban designer and planner for the preparation of a complete streets plan, called the "CompleteOurStreets Plan," for the City of Burbank. With a strong focus on urban design and the City's built form, the plan analyzes the entirety of the City's 280 centerline miles of streets and proposes improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, transit riders, and motorists. Prioritized connectivity within the City's urban core, disadvantaged communities, transit districts, and neighborhood schools. For more information, visit www.CompleteOurStreets.com.

Rose Newberry, AICP, WEDG

LAND USE

Rose Newberry (*ROSE NEW-beh-ree; she/her*) is a senior planner and project manager with 10 years' experience specializing in environmental justice and climate adaptation. Ms. Newberry is an expert in helping communities identify vulnerable populations and creating policy and tools to correct health disparities caused by historic planning inequities. Ms. Newberry's plans include explanatory graphics and communicate complex scientific information and planning frameworks for a range of audiences. Ms. Newberry helps communities facing a range of environmental justice concerns and political landscapes modify their daily planning practices to meet the demands of climate change and environmental justice. Ms. Newberry's understanding of municipal planning and environmental justice concerns makes her uniquely qualified to help clients infuse justice into their plans and decision making.



Education

California Polytechnic State University, San Luis Obispo
MCRP, Environmental Planning and Sustainability

Humboldt State University
BS, Environmental Management and Protection/Natural Resources Planning

Certifications

American Institute of Certified Planners (AICP) No. 31064

Waterfront Edge Design Guidelines (WEDG) Associate

Professional Affiliations

American Planning Association

American Society of Adaptation Professionals

Project Experience

Regional Resilience Tool for the San Diego Association of Governments, San Diego County, California. Ms. Newberry and the Dudek team recently completed a methodology that local jurisdiction planners and project managers can use to identify what climate adaptations and environmental justice strategies should be implemented and why. This methodology provides a deliberate process for understanding local vulnerabilities and values and evaluating adaptation strategies based on equity, economic, environmental, and feasibility criteria. The methodology is provided via an Excel spreadsheet Tool and an associated Implementation Toolkit. The Tool is structured around ordinal rankings and incorporates stakeholder input regarding the challenges and opportunities associated with implementing adaptation strategies locally. The Toolkit describes how local jurisdictions can choose the most relevant evaluation criteria and assign weighting, as needed, to reflect their hazard profile and vulnerable communities. The Toolkit also include resources to help local jurisdictions move forward with implementation, including best practices, monitoring metrics, and potential funding opportunities. Because of its transparency, the Tool and associated Toolkit avoid the "black box" approach to selecting preferred adaptation strategies and will result in more useful information, as well as increasing credibility for decision making. This project builds resilience around the region by providing the missing link between vulnerability assessments and adaptation projects.

Resilience Roadmap for the San Diego Association of Governments, San Diego County, California. Ms. Newberry is serving as the project manager for Resilience Roadmap for the San Diego Association of Governments**.** This roadmap will supplement the Statewide resources in the Adaptation Planning Guide and create a local framework for creating, implementing, and monitoring resilience plans. Dudek is creating unique planning tools based on the

needs and status of adaptation planning in the 18 member jurisdictions. These tools focus on measuring and addressing equity outcomes, creating locally specific metrics and triggers, and creating living strategies and flexible plans that respond and change with hazard events.

Eureka Waterfront Specific Plan, Eureka, California. Serving as the project manager for the City of Eureka's Waterfront Specific Plan. The plan serves to revitalize the commercial bayfront, library district, and old town to increase housing, jobs, and vitality in the area. While the area is well served by transit and parks, representing a key area of development for the city, it is also facing profound risks from sea level rise. The plan aims to work with the community to create straightforward design guidelines consistent with the General Plan and California Coastal Commission's sea level rise guidance to create a pro-development environment to encourage a live-work-play district. The plan respects the community's unique environmental setting, historic Victorian buildings, and arts community to serve the people who live and enjoy this special place.

San Bernardino County Transportation Authority Sustainability Staff Support, San Bernardino County California. Served as peer reviewer for the San Bernardino County "Resilient IE" Regional Climate Adaptation Plan. Ms. Newberry's tasks included reviewing and identifying regional sustainability strategies, ensuring model policy is applicable and attainable to smaller jurisdictions, and reviewing policy for its compliance with environmental justice regulation and guidance from the Attorney General. In this role, Ms. Newberry worked with agency staff and other consultants to ensure the document clearly communicated the State requirements for environmental justice. Ms. Newberry provided guidance to provide sufficient toolkit resources to help smaller governments to implement model policies so that they best address the needs of the populations they sought to serve. The final plan serves as the regional guidance document to help local governments address concerns of climate change and environmental justice in a wide range of planning documents. Ms. Newberry is also participating in the development of a regional climate collaborate to serve as the technical and policy hub for resilience and environmental justice.

Rialto Climate Adaptation Plan, City of Rialto, California. Served as the project manager for the Rialto Climate Adaptation Plan. In this role, Ms. Newberry developed a scaled-down vulnerability assessment to analyze Rialto's specific exposure and vulnerability to air pollution, extreme heat, fire, and floods and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek is creating specific equity and climate metrics, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas, to track the implementation of policy. These measures will assist Rialto in evaluating if the plan meets the specific needs of disadvantaged communities in the city. Ms. Newberry also led a capability assessment, which reviewed local plans, policies, and programs to evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English capabilities. Ms. Newberry managed the geographic information system (GIS) database for the city and is responsible for data collection and identifying adaptation strategies that use data for implementation and tracking.

In this role, Ms. Newberry supported public outreach and designs presentations, educational posters, and maps to help quickly and simply communicate the climate-related hazards facing the city and potential adaptation projects. When designing outreach materials for local residents to vote on, Ms. Newberry carefully communicated cost, feasibility, and specific vulnerable populations these measures tend to most benefit. Ms. Newberry also worked with community members to understand how climate adaptation strategies can be customized to best fit their concerns and values.

Christopher Starbird

LAND USE

Christopher Starbird (*KRIS-tuh-fer STAR-bird; he/him*) is a geographic information systems (GIS) analyst with 20 years' experience in environmental projects for municipal, regional, and federal public agencies and non-profit organizations. Mr. Starbird uses the latest in mapping software from the Environmental Systems Research Institute (ESRI). His skills include database design, spatial analyses, three-dimensional (3D) modeling with shade and shadow analysis, glint and glare analysis, interactive web development and design, web-based mapping, and high-quality cartographic design. Mr. Starbird has completed course work in the areas of computer programming, GIS, cartography, and field techniques in geographic research, web-based interactive map presentation, and digital graphics design.



Education

University of California, Santa Barbara
BA, Geography

Project Experience

California Aqueduct San Joaquin Field District Habitat Conservation Plan, California. Serving as the lead GIS analyst for the Habitat Conservation Plan project area that covers 11,816 acres (121 linear miles) in central and Southern California. During the 30-year term of the permits, California Department of Water Resources operations and maintenance activities, new construction, and emergency response could result in an estimated 895 acres of impacts (290 acres of permanent impact and 605 acres of temporary disturbance). This is approximately 10.8% of the 8,263 acres within the Habitat Conservation Plan area containing natural vegetation. The California Department of Water Resources will also mow approximately 915 acres. Third parties collectively may impact up to 400 acres (70 acres of permanent impact and 330 acres of temporary disturbance), approximately 4.8% of the naturally vegetated area.

Pacific Coast Commons Specific Plan EIR, El Segundo, California. Serving as lead GIS analyst for preparation of an EIR for the Specific Plan. The project would involve redevelopment of the existing surface parking lots of the Fairfield Inn & Suites and Aloft Hotel properties, as well as the commercial properties, through the adoption of a Specific Plan that allows for the development of 263 new housing units and 11,252 square feet of commercial/retail uses on approximately 6.33 acres of land located in the City of El Segundo adjacent to Pacific Coast Highway. The Pacific Coast Commons-South portion proposes a six-story residential building with commercial/retail on the ground floor and an eight-level parking garage. The Pacific Coast Commons-Fairfield Parking portion of the project proposes a four-story parking garage with commercial/retail on the ground floor. The Pacific Coast Commons-North portion proposes a six-story residential building with commercial on the ground floor that faces Pacific Coast Highway, a six-story parking garage in the central portion of property, a new fire/access road, and apartment/townhome units. The project requires a General Plan amendment, zone change, site plan review, vesting tentative tract map, and a development agreement.

Buena Vista Project EIR, Los Angeles, California. Serving as lead GIS analyst for the EIR for a 2- to 26-story mixed-use project on an 8-acre parcel, which includes residential and commercial uses consisting of approximately 1,079,073 square feet of residential floor area (920 dwelling units); 15,000 square feet of neighborhood-serving retail uses; 23,800 square feet of indoor and outdoor restaurant; and 116,263 square feet of outdoor public

trellis/balcony space. The project site is located in the Central City North Community Plan Area near the Metro Gold Line and the Los Angeles State Historic Park. The transit-priority project is proximate to a network of regional transportation facilities, including the Chinatown Metro Station. The site is located in a Methane Zone and contains remnants of previous land uses, including former oil wells and a gas station. Additionally, the site is within the boundaries of the Historic Cultural Monument No. 82, River Station Area/Southern Pacific Railroad. The project requires a General Plan amendment, zone change, site plan review, height district change, zoning administrator adjustment to reduce setback, tentative tract map, and development agreement.

Tehachapi Renewable Transmission Project Segments 4–11, Los Angeles County. While at another firm, served as the GIS analyst for Segments 4 through 11 of Southern California Edison's Tehachapi Renewable Transmission Project, which assisted in meeting California's Renewable Portfolio Standards requirements by providing transmission infrastructure for the distribution of generated electricity from new and upgraded wind and solar energy facilities and other forms of renewable and nonrenewable energy. The project consisted of the construction of several substations and 175 miles of transmission lines spanning the cities of Lancaster and Palmdale, the Antelope Valley in the western Mojave Desert, the Sierra Pelona and San Gabriel Mountains within the Angeles National Forest, and extending through the San Gabriel Valley to the City of Ontario. The objective of the project is to bring wind- and solar-sourced energy from the Tehachapi Mountains and western Antelope Valley to the Los Angeles basin. Coordinated the data collection and mapping of various field surveys, and managed production of many report graphics and exhibits. Also pioneered the use of tablet computing technology to reduce the use of paper field maps used during surveys, which also significantly increased the field personnel's ability to navigate the project site and collect data.

County of Los Angeles Community Forest Management Plan, Project Website, County Chief Sustainability Office. Served as the web developer and designer for the project website which is intended to serve as a regional hub for urban forestry across the county. The website was designed as a mobile-first experience that included multiple interactive and animated graphical elements. The site includes a mapping application and data viewer that allows users to explore the vast amount of data that was created to support the plan. The website was developed as a custom WordPress theme so that non-technical users could maintain the site in the long term. (https://lacountycfmp.org).

California Wildlife Damage Management EIR/EIS, Project Website, California Department of Food and Agriculture. Served as the lead web developer/designer for the project website, which was designed to provide detailed information about the project's goals and to engage stakeholders. The website was built from the ground up to meet the state's strict requirements for accessibility and readability (WCAG 2.0). Users of the site can choose between four different languages via a customized machine translation plugin. Worked with the project team to create a web presence on the WordPress platform that could be easily edited by non-technical staff and increase the ease of transfer of ownership of the site upon project completion (https://californiawdm.org/).

San Jose Community Forest Management Plan, Stakeholder Outreach Website, City of San Jose, California. Served as the lead web developer/designer for the City of San Jose's Community Forest Management Plan. The website's intended purpose was to inform and motivate the community to get involved in the planning process. In addition to developing the look and feel of the site, worked closely with Dudek's Urban Forestry Team to create engaging interactive elements to the site, including a game where visitors can plant trees around a virtual property to see the positive impact an urban forest has on the environment (https://sanjosecfmp.com/).



Diego Velasco, AICP
Principal and Founder of Citythinkers
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Email: diego@citythinkers.com
citythinkers.com

Diego is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, Diego has worked closely with multiple communities in San Diego and across California. His work on over eight Community Plan Updates in San Diego has included leading extensive community outreach (such as University and Hillcrest's online engagement and the award-winning Pop-up Outreach for Encanto and Southeastern CPUs) and innovative urban design work (including a vision for the University Community Plan and 3D visualizations for the Hillcrest Focused Plan, among several other assignments). As the Founder and President of Citythinkers, Diego's work spans all scales and contexts, from affordable infill housing to campus planning, specific plans, master plans, design guidelines, and recently, coastal resilience planning for private sector and public sector clients alike. Diego is also a practicing architectural designer, a Certified Planner, an undergraduate instructor at UC San Diego, and the Section Director of the American Planning Association San Diego Section.

Education & Certifications:

Master of Urban Planning, University of Washington

Bachelor of Arts in Architecture, University of California, Berkeley

American Institute of Certified Planners (AICP), Certified Planner #024675

Other involvement:

→ American Planning Association, Acting San Diego Section Director
→ Lecturer I, University of California, San Diego, Urban Studies and Planning Department (since 2019)
→ American Institute of Certified Planners, Certified Planner
→ Urban Land Institute, Member and Young Leaders Partnership Forum Mentor since 2017, Management Committee Chair of Technical Assistance Panel Program
→ Lambda Alpha International, Member

Raoul Rañoa

COMMUNITY OUTREACH AND ENGAGEMENT/LAND USE



Education

California Polytechnic State University, Pomona
BA, Communications (Journalism focus)

Raoul Rañoa is the lead of Dudek's Visual Storytelling practice. His 30-year career includes roles at the Los Angeles Times where he honed his expertise in breaking down complex data and processes into visual stories suitable for both expert and general audiences. He also currently creates scientific visualizations for JPL/NASA.

Mr. Rañoa has prepared print, online, animated, and interactive visuals covering every facet of the environmental consulting industry, including sea-level rise, cultural assessments, built-environment, CEQA/NEPA compliance, housing issues, climate change impacts and resiliency, habitat and land conservation, hydrological processes, and green-technology. He prepared visuals for the award-winning SDSU Mission Valley Campus Master Plan/Design Guidelines and led the development of SANDAG's On-Call Regional Transportation Infrastructure Sea-Level Rise Assessment and Adaption Guidelines and Resilience Toolkit.

Mr. Ranoa is knowledgeable in print and web graphics production, including prepress, vector and 3D illustration, GIS, social media, video, and motion graphics. He has management and university-level teaching experience, as well as experience in technical editing, writing, reporting, and cartography. He has given presentations on Visual Communications at the 2021 Western Groundwater Congress, JPL, Loyola Marymount University and the American Planning Association.

Mr. Rañoa has been a key member of Pulitzer Prize–winning investigative journalism teams and has created visuals for high-profile JPL/NASA projects such as the Mars helicopter. His scientific visualizations for JPL have also been included in a recent Space Studies Board/National Academy of Sciences' Planetary Science and Astrobiology Decadal Survey. His interactive and illustrative work at Dudek has been awarded by organizations such as the American Planning Association and his work at the Los Angeles Times has been awarded multiple times by the Society of News Design, an international design competition which he also judged in 2016. Additionally, Mr. Rañoa's data visualizations are nationally recognized, having been featured in the Best American Infographics book series two years in a row.

Project Experience

DWR Technical Assistance Program, Department of Water Resources, State of California. Coordinated, created and executed visuals illustrating DWR's efforts to support Tribal and other underrepresented communities. Visuals to be used for a K-12 lesson plan, public outreach, and social media campaigns. Also led the development of award-winning graphic novels visuals illustrating Native American Tribal Water.

Irvine Ranch Water District Aerial Analysis for San Joaquin Marsh, Irvine Ranch Water District, California. Crafted data visualizations outlining changes in the vegetation index and land cover from 2006 to 2020.

City of San Diego Annual Housing Report Responsible for mapping, data visualization and design of Housing Report displaying city of San Diego housing statistics.

San Diego State University Mission Valley Campus Master Plan/Design Guidelines, San Diego State University, San Diego, California Responsible for Environmental Impact Report and Design Guidelines infographics covering all aspects of the project, including utilities, hydrology, and emergency response.

San Diego Canyonlands Carbon Storage and Sequestration Study, County of San Diego. Crafted data visualizations outlining carbon storage, land cover, and sequestration data for multiple watersheds.

San Diego Association of Governments Resilience Toolkit and Guidebook. Served as lead designer and manager. Developed design, visual approach, and creation of interactive/print documents. Oversaw all aspects of production including color choices, branding, typography, image selection and development of data visualization and infographics.

San Diego Association of Governments Environmental On-Call Regional Transportation Infrastructure Sea-Level Rise Assessment and Adaption Guidelines, San Diego Association of Governments, California. Responsible for data maps and 3D infographics illustrating the impacts of sea-level rise on local communities.

San Diego Preserve/The Ranch at River Bend EIR. Responsible for creating data maps showing impacts of sea-level rise and coastal erosion.

National Planning Conference Storymap, American Planning Association. Developed award-winning Interactive Presentation highlighting historically and culturally significant locations in San Diego County.

San Bernardino Regional Priority Plan Storymap, Inland Empire Resource Conservation District (IERCD). Coordinated, created, and executed visuals for use in the IERCD's Storymap detailing priority projects that build wildfire resiliency across the San Bernardino Mountains. Managed creation of ESRI Storymap.

Native Peoples Trade and Historic Hangar Interpretive Display, Port of Portland, Oregon. As lead graphic designer, responsible for research/design of multiple panels incorporating Native American and aviation history. Display featured within the Portland International Airport.

San Pasqual Valley Resource Management Plan, City of San Diego/San Diego, California. Lead artist, responsible for creating visuals outlining best management practices for multiple land uses, the hydrological processes occurring within the Hodges Reservoir Watershed and Hodges Reservoir, and the topographical makeup of the San Pasqual Groundwater Basin.

GSP Preparation for the San Jacinto Groundwater Basin, Eastern Municipal Water District, Riverside County, California. Prepared Hydrogeologic Conceptual Model 3D diagram showing subsurface flow and soil composition.

Invasive Shothole Borer Regional Priority Plan, Inland Empire Resource Conservation District (IERCD), California. Responsible for coordination, creation, and execution of social media, public outreach visuals, and storymap/digital presentation.

California Wildfire Protection Plan, County of Monterey, California. Responsible for coordination, creation, and execution of social media, public outreach materials, and storymap/digital presentation.



Gaelle S. Brasseur
Urban Designer, Citythinkers
Email: gaelle@citythinkers.com
citythinkers.com

Gaelle is an Architect and Urban Planner with more than 20 years of experience. She has been practicing Urban Design in San Diego since 2014. Working closely with Diego Velasco, she has had the opportunity to develop large scale master plans, specific plans, design guidelines and campus plans for the City of San Diego, University of San Diego and other cities in the Southern California region.

Prior to moving to the United States, Gaelle led large urban planning and transportation projects in Europe, Asia, Africa and Middle East. At Citythinkers, Gaelle brings this global experience to a range of projects, including urban design for the Clairemont, University, and College Area Community Plan Updates, Specific Plans for urban infill sites across Southern California, and visionary placemaking concepts for sites at the neighborhood scale.

Education & Certifications:

Master's Degree in Architecture, Lyon National School of Architecture, Lyon France

Specialty: Sustainable Development and High Environmental Quality Certification (HQE)

Master's Degree in Civil Engineering and Urban Planning, National Institute for Applied Sciences, Lyon France



Tyler Jones
Urban Designer, Citythinkers
Email: tyler@citythinkers.com
citythinkers.com

Tyler has been with Citythinkers for three years. In his role as urban designer, Tyler supports the team with site analysis, design concepts, 2D and 3D illustrations and diagrams, and plan development. He orchestrates, facilitates, and runs community outreach programs for multiple projects and includes a range of methods, from pop-ups to interactive workshops, ESRI Story Maps, surveys, and other online engagement tools. Tyler is well-versed in a range of software programs, including 3D modeling and rendering programs. Most recently, he has developed the illustrations and outreach for the San Diego Coastal Resilience Master Plan, a project which resonates with the topic of his college thesis: the impacts of sea level rise on architecture and design.

Education & Certifications:

Bachelor of Architecture, NewSchool of Architecture and Design, San Diego

Andrew Prescott, AICP

Senior Transportation Planner



EXPERIENCE
11 years

EDUCATION
MA, City Planning, San Diego State University

BA, International Security and Conflict Resolution

ACCREDITATION
American Institute of Certified Planners (AICP), #31154

AFFILIATIONS
American Planning Association (APA), San Diego Chapter, Member

Andrew specializes in multimodal transportation planning and safety analysis. He manages mobility projects including multimodal corridor plans, safety studies, active transportation plans, circulation/mobility elements, traffic studies, and health-related research. Andrew's expertise includes long-range multimodal planning, street design, collision analysis, countermeasure identification and project prioritization, community engagement, and project management. Andrew's communication skills and consensus-building techniques allow him to collaborate with community members and agency staff on a wide range of transportation topics. He provides valuable contributions to all project phases and can usher a diverse set of projects to successful completion.

RELEVANT EXPERIENCE

Mission Valley Community Plan Update – Mobility Element & TIS, San Diego, CA: *Transportation Planner* – CRA prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilizations, as well as innovate mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives.

Morena Corridor Specific Plan, San Diego, CA: *Mobility Project Manager* – This project served to help transform the auto-oriented Morena Boulevard corridor into a pedestrian-friendly village, supported by mixed-use development and a balanced transportation network. CR Associates assisted with identifying mobility recommendations that leveraged planned Mid-Coast Trolley stations at Tecolote Road and Clairemont Drive, as well as the existing Morena/Linda Vista Green Line Trolley station. A key recommended transportation component is a two-way cycle track along the west side of Morena Boulevard, which takes advantage of the existing rail corridor alignment to limit bicycle-vehicle conflicts and provides direct station access. Trolley station access will be further supported by a series of intersection curb bulb-outs, high visibility crosswalks, lead pedestrian and bicycle intervals at signalized crossings, and additional bicycle facilities.

North Harbor Drive Mobility and Access Study, San Diego, CA: *Transportation Planner* – CRA assisted the Port of San Diego to deliver a multimodal assessment of the transportation facilities, operations, and access points along North Harbor Drive. The study focused on the growth projected from surrounding destinations and communities, including the San Diego International Airport, San Diego Convention Center, Downtown San Diego, Harbor Island, and Shelter Island. Extensive coordination informed the development of a unified vision that is supported by project stakeholders. Recommendations consist of an automated Trolley to Airport people mover, and a variety of signal improvements, pedestrian crossing enhancements, and bicycle facility improvements.

Phuong Nguyen, PE

Senior Traffic Engineer



EXPERIENCE
17 years

EDUCATION
BS, Civil Engineering, San Diego State University

ACCREDITATION
Professional Engineer (Traffic), California #TR2660

AFFILIATIONS
Institute of Transportation Engineers (ITE) - Past President (2023), President (2022); San Diego ITE Mobility Task Force; San Diego ITE Modeling Subcommittee

Phuong is a Senior Transportation Engineer responsible for project efforts ranging from traffic operations, microsimulation, parking plans, VMT/ GHG reduction quantification, to Intersection Control Evaluations (ICE) analysis and conceptual engineering. Phuong is a leader in his profession in the application of Big Data to quantify pandemic/post-pandemic travel behavior and has expertise in TransCAD (4-Step Model), SANDAG's Activity Based Model, SimTraffic and Vissim microsimulation, Synchro traffic analysis, parking analysis, and transportation equity research. His commitment to excellence and equity in transportation planning and engineering empowers him to assess projects from varied perspectives, ensuring the delivery of optimal solutions .and has significantly contributed to advancements in traffic analysis. His deep knowledge and passion make him an invaluable asset in the field, capable of bringing innovative and equitable solutions to the forefront of traffic engineering.

RELEVANT EXPERIENCE

College Area Community Plan Update, San Diego, CA: *Project Manager* – CRA is leading the Mobility Element planning and traffic engineering components of the College Area Community Plan Update. Alternatives are currently being evaluated that would increase connectivity and provide quality environments for pedestrians and bicyclists. Enhanced connections to major mobility centers and the community's celebrated El Cajon Boulevard business corridor are emphasized. Innovative concepts, such as Sustainable Mobility for Adaptable and Reliable Transportation (SMART) Corridors, are being considered to help address congestion and encourage more sustainable travel choices.

Mission Valley Community Plan Update – Mobility Element & TIS, San Diego, CA: *Traffic Engineer* – CRA prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilizations, as well as innovate mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives.

Uptown Community Parking District – Hillcrest Parking Management Plan, San Diego, CA: *Project Manager* – CRA assisted the Uptown Community Parking District (UCPD) in developing a parking management plan for the Hillcrest neighborhood. As a part of this effort, Phuong established the process for inventorying parking supply, occupancy (including a review of meter utilization data from the IPS database), and parking turnover. Resulting recommendations have been implemented by the City of San Diego including the installation of additional parking meters along University Avenue, expanded meter enforcement hours, and further utilization of smart meter technology.

Intersecting Metrics

Daleingrid Domingo
Transportation



Education:
BS in Civil Engineering
San Diego State University, 2009

Years of Experience: 12

Affiliations:
Women Transportation Seminar (WTS)

Biography:
Dale Domingo has worked on a variety of projects in the areas of transportation planning, traffic operations and impact analysis, travel demand forecasting, signal coordination and optimization, and traffic simulation for the last decade. She managed or served as lead engineer for transportation impact studies, where she assessed the transportation system improvements required to meet city/county transportation goals and concurrency requirements.

Relevant Projects

Barrio Logan Community Plan Update, City of San Diego, San Diego, CA. Project Manager who prepared the supplemental Mobility Assessment and Traffic Impact Analysis in compliance with the city's new SB 743 guidelines. The 2021Community Plan Update (CPU) seek to remedy the deficiencies of the previous plan. The Mobility Assessment summarizes the physical and operational conditions of the planned mobility system outlined in the Barrio Logan Mobility Element. This report focuses on the changes in the proposed transportation network compared to the 2013 Draft CPU. A comprehensive multimodal transportation analysis was not conducted; instead, a summary of the proposed transportation network updates was provided, and a traffic operations analysis was conducted of mobility element roadways and key intersections within the community.

Contact: Christine Mercado | (619) 236-6892 | $54,000

Kearny Mesa Community Plan Update, City of San Diego, San Diego, CA. Lead project engineer who prepared the Traffic Impact Analysis in compliance with the city's new SB 743 guidelines. The purpose of the plan is to provide direction and guidance for future community growth and development. The updated plan also serves to describe the community's vision and to identify strategies for enhancing community character and managing change. This effort required a fully multi-modal approach with a strong emphasis on non-motorized transportation. Pedestrian, bicycle, transit, and vehicular level of service analyses were completed along the major urban corridors within the community. An extensive analysis of the City's collision database was undertaken to identify locational trends in pedestrian, bicycle, and vehicular collisions. Aggressive yet feasible bicycle infrastructure improvements were incorporated into the update and supported by a two-phase implementation plan: 1) secure bicycle facility right-of-way through restriping; 2) installation of vertical buffers such as plastic bollards or other physical separation device.

Contact: Christine Mercado | (619) 236-6892 | $155,000

North Harbor Mobility Study, Port of San Diego, San Diego, CA. Lead project engineer who developed microsimulation models of 61 intersections in the study area. Dale calibrated the Existing Condition model based on observed vehicle queues and travel times on North Harbor Drive, Pacific Highway, Laurel Street, Hawthorn Street, and Grape Street. Using the SANDAG's Series 13 Travel Demand Model, she developed future Near Term (2030) and Cumulative (2050) forecasts for intersection peak hour volumes. The project took a comprehensive look at the transportation facilities, operations, and access along North Harbor Drive between Shelter Island Drive and Park Boulevard, and the project's growth throughout the corridor within Shelter Island, Harbor Island, San Diego International Airport, and downtown areas and develop recommendations for strategies and improvements within the corridor that will help accommodate that growth, among all travel modes.

Contact: Lesley Nishihira | (619) 686-6469 | $225,000

Stephen Cook, TE
Transportation



Education:
BS in Civil Engineering
San Diego State University, 2004

Licensure:
Professional Traffic Engineer, CA TR: 2528

Years of Experience: 20

Biography:
Stephen Cook has provided Mobility and Facility Financing services within the San Diego region since 2001. Over this time, Stephen has overseen or led the development of dozens of Transportation Impact Studies, Mobility Planning Studies and Traffic Operation Studies. Stephen has also provided on-call traffic engineering services for several jurisdictions within the region, including peer review, policy development, and project management. Stephen was also previously served as a contract manager on the City of San Diego's Transportation As-Needed Contract.

Relevant Projects

City of San Diego Active Transportation In-Lieu Fee Program, San Diego, CA | Project Manger The City of San Diego Active Transportation In-Lieu Fee program was developed to provide a path forward for development projects located within less VMT efficient areas to mitigate their transportation related impacts. The program assessed the cost to reduce one mile of travel within the City of San Diego then applies that cost to the excess VMT generated by projects located in less efficient areas. The City of San Diego then uses the revenue generated by the fee program to implement multi-modal facilities within the more VMT efficient areas of the City, resulting in a net decrease in the City overall VMT/Captia and VMT/Employee. Stephen was the project manager for the program, conducted the analysis to determine the cost to reduce VMT and developed a calculator that evaluated a project's impacts and assesses the fee amount.

Contact: Heidi Vonblum | (619) 446.5363 | $90,000

City of San Diego Transit Priority Area Parking Standards, City of San Diego, CA | Project Manager The City of San Diego adopted zero minimum parking regulations for multifamily residential developments in Transit Priority Areas. The parking regulations allow for more multifamily residential units to be built without parking to lower housing costs and encourage residents to use alternative modes of transportation such as walking, biking and transit. This program was so successful that the City of San Diego followed up by adopting similar regulations for non-residential units. Stephen was the Project Manager for the studies that developed and evaluated the impacts associated with the implementation of both programs.

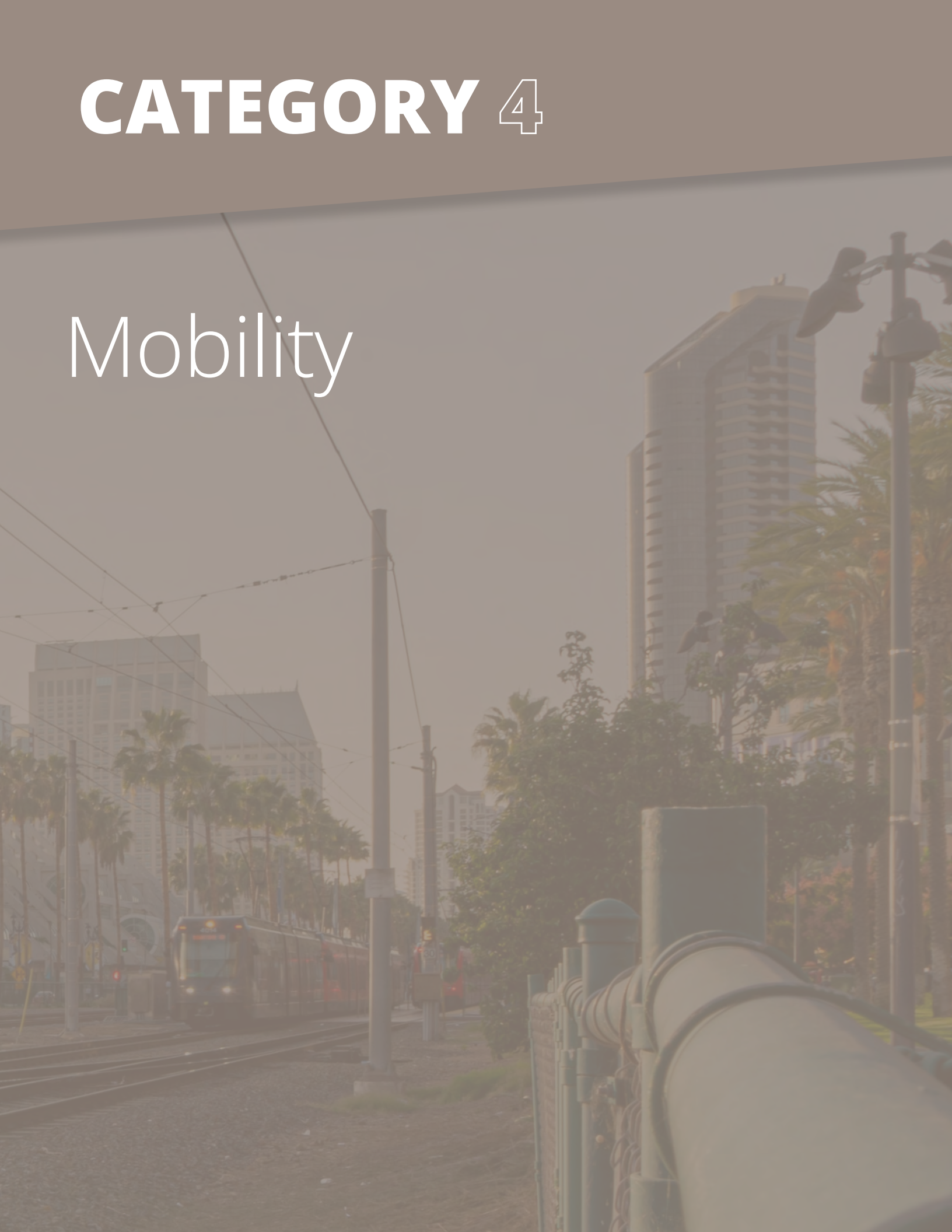
Contact: Claudia Brizuela | 619-236-6578 | $180,000

2021 Regional Plan EIR, SANDAG, San Diego, CA | Project Manager – Transportation Stephen drafted the transportation section of SANDAG's 2021 Regional Plan EIR. The 2021 Regional Plan contains both the Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) for the San Diego region. The 2021 Regional Plan EIR was the first RTP in the San Diego Region to be SB-743 compliant. Through this effort, Stephen worked with SANDAG and their CEQA attorneys to develop VMT based significance criteria and thresholds, as well as the substantial evidence to support them for the EIR. The 2021 Regional Plan was adopted by the SANDAG Board of Directors on December 10, 2021.

Contact: Kirsten Uchitel | (619) 699-7335 | $27,000

CATEGORY 4

Mobility



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Dennis Pascua

MOBILITY PROJECT MANAGER

Dennis Pascua is a senior transportation planner and Dudek's transportation services manager with 31 years' experience in transportation planning/engineering throughout California. Mr. Pascua has successfully managed a variety of projects for local agencies and private developers, including traffic and circulation impact analyses and parking demand studies in both highly urbanized and rural areas. He is highly experienced with CEQA/NEPA and transportation topics and policies surrounding vehicle miles traveled (VMT), active transportation, and Complete Streets throughout California. In addition, he is also highly experienced in parking policies and demand analysis. Mr. Pascua also offers an international perspective, having managed transportation planning projects in the Philippines, Japan, and the United Arab Emirates.



Education

University of California, Irvine
BA, Social Ecology (Environmental Analysis and Design)

Professional Affiliations

Institute of Transportation Engineers

American Planning Association

Association of Environmental Professionals

Select Relevant Experience

Gonzaga Ridge Wind Repowering Project EIR, Merced County, California. Managed the transportation team on the Gonzaga Ridge Wind Repowering Project EIR, including preparation of the EIR transportation section and associated technical memorandum. Located within Pacheco State Park, the project would replace outdated existing wind turbines, improve reliability of energy capture, optimize the project's function and efficiency, and help meet California's goal to target of 100 percent carbon-free electricity by 2045 (Senate Bill 100) and reducing greenhouse gas emissions to 1990 levels by 2020 (California Global Warming Solutions Act of 2006/Assembly Bill 32.

St. Joseph's Medical Center Hospital Expansion Project Traffic Impact Analysis, City of Stockton, California. Managed the team that prepared the traffic impact analysis and transportation section of the EIR to evaluate a master development plan for the buildout of the medical campus. The project proposes the removal of existing buildings to accommodate a new Acute Care Hospital Tower, a multistory parking garage, a central utility plant, a maintenance building, and a fuel tank yard. The EIR was released and certified in 2023.

Santa Cruz County Sustainability Update, Santa Cruz County, California. Managed the team that prepared the transportation assessment and analysis for the EIR of a comprehensive update to Santa Cruz County's General Plan/Local Coastal Program and modernization of the County Code. The current General Plan/Local Coastal Program will reflect new state laws, new regional and local plans, and a community vision that is focused on sustainable growth. Key changes include establishing a multimodal transportation network, preserving agricultural land, and modernizing commercial and industrial properties. Tasks include transportation analysis, preparation of technical analysis, and preparation of EIR sections.

Byron Airport Development Program Traffic Impact Analysis and EIR, County of Contra Costa, California. Managed the team that prepared the traffic impact analysis for a development program that involved rezoning the Byron

Airport property and associated General Plan policies intended to provide a streamlined planning framework for future development. The analysis included a detailed weekday analysis, VMT analysis, and horizon year analysis.

Martin Substation/Egbert Switching Station Project, On-Call CEQA/NEPA Services, California Public Utilities Commission (CPUC), San Francisco, California. Serving as senior transportation specialist for review of the Pacific Gas & Electric's proposed switching station and transmission line project. Responsibilities included review of the traffic section of Proponent's Environmental Assessment, preparation of the traffic section of an Initial Study and Environmental Impact Report, and responses to public comments related to traffic issues.

Strauss Wind Energy Project, Santa Barbara County, California. Prepared the Traffic Management Plan (TMP) to describe how the applicant and its contractors will safely and effectively control, maintain and minimize traffic impacts from the Strauss Wind Energy Project located in Santa Barbara County, southwest of the City of Lompoc. This Plan was prepared in accordance with Mitigation Measure TC -1 of the Draft Supplemental Environmental Impact Report (SEIR), which includes measures for reducing impacts associated with construction-related traffic procedures to be followed in the field. This Plan was developed to ensure compliance with federal, state, and local regulations. The Project is a commercial wind farm and will be first such project in the County. The Project is located on approximately 2,988 acres of rural, agriculturally zoned land on coastal ridges southwest of the City of Lompoc. The Project would have an aggregate electrical generating capacity of approximately 98 megawatts (MW), which on an annual basis would generate enough power to supply approximately 44,700 homes with electricity per year. The Project could potentially generate up to approximately 300 gigawatt-hours (GWh) of electricity annually.

LADWP On-Call Environmental Services, Los Angeles, California. Managed the in-house team that prepared Traffic Impact Analysis (TIAs) for various infrastructure projects prepared under an on-call contract with the City of Los Angeles Department of Water and Power (LADWP), the nation's largest municipal utility. The TIAs prepared involve the analysis of construction-related traffic and potential lane closures on major public thoroughfares. Construction mitigation measures include the preparation of a Construction Traffic Management Plan that includes traffic control plans for roadway construction, and transportation demand management for construction worker traffic. Dudek has also coordinated with the Department of Transportation and Bureau of Engineering on those projects.

Orange County Sanitation District Facilities Master Plan Project, No. PS17-08, Orange County, California. Managed the in-house Transportation team that prepared programmatic- and project level traffic analyses for the Program EIR for the Orange County Sanitation District Facilities Master Plan. The traffic analyses consisted of trip generation and VMT analyses for programmed projects included in a 20-year Capital Improvement Program. It is composed of projects necessary to upgrade, replace, and rehabilitate aging facilities across the Sanitation District's system in central and northern Orange County. The project area spans 15 cities as well as jurisdictional areas in the County of Orange.

Campo Wind Project EIS-EIR, San Diego County, California. Managed the in-house Transportation team that prepared a TIA for the Campo Wind Project, a wind energy generation project located on the Campo Band of Diegueño Mission Indians Reservation. The project consists of construction and operation of a renewable wind energy project consisting of 60 wind turbines and associated facilities including, meteorological towers, an operations and maintenance (O&M) facility; access roads, an approximately 8.5-mile-long generation transmission line; a collector substation, a high-voltage substation, and a switchyard to interconnect the project to the existing San Diego Gas & Electric (SDG&E) Sunrise Powerlink. The TIA primarily evaluated the project's construction-level impacts and documented existing traffic conditions including roadway segment and intersection levels of service along or in proximity to the project.

Sabita Tewani, AICP, PTP

MOBILITY

Sabita Tewani (*SAB-ih-tah TE-wah-ni; she/her*) is a transportation planner with 12 years' experience in transportation assessments for due diligence planning. Ms. Tewani is experienced in preparing transportation-related environmental documentation for land use, transportation, and construction projects and vehicle miles traveled (VMT) estimation requirements per Senate Bill (SB) 743 compliance for the updated California Environmental Quality Act (CEQA) Guidelines for transportation impact analyses. Ms. Tewani has prepared several VMT assessments using web and/or Geographic Information System (GIS)-based mapping tools, VMT Calculators and Estimators, Location Based Service data from StreetLight big data company, greenhouse gas (GHG) emission thresholds, sketch-planning tools, as well results from custom travel demand model runs conducted for projects located in several jurisdictions in California. Ms. Tewani is familiar with using GHG reductions in transportation sector using the California Air Pollution Control Officers Association guidance. Ms. Tewani is experienced in all phases of traffic study analysis, including data collection, trip generation calculations, level of service (LOS) analysis for freeway and roadway segments and intersections, signal warrant analysis, all-way stop-control warrant analysis, shared parking calculations, and evaluation of internal circulation and access. She has used Synchro, Traffix, and Highway Capacity Software for traffic data and operations analysis. Ms. Tewani is proficient in preparing traffic study reports and technical memorandums per General Plan Consistency and screening requirements of numerous jurisdictions in California.



Education

Newcastle University
MSc, Transportation Engineering and Operations

School of Planning and Architecture, New Delhi
MA, Planning (Transportation specialization)
BA, Architecture

Certifications

American Institute of Certified Planners (AICP)

Professional Transportation Planner (PTP)

Professional Affiliations

American Planning Association

Institute of Transportation Engineers (ITE)

ITE San Diego Section Transportation Capacity and Mobility Task Force and ITE SB 743 Modeling Sub-Committee

Relevant Project Experience

Utilities Undergrounding Program EIR, City of San Diego Cultural-Paleo, San Diego, California. Worked on the Transportation section of the Program EIR prepared for the City of San Diego Transportation and Storm Water Department to implement the Utilities Undergrounding Program to systematically convert overhead utility lines to underground within City limits. The Program includes undergrounding of approximately 1,000 miles of utilities that are anticipated to be implemented in five-year increments.

Otay Mesa Specific Plan Amendment, County of San Diego, California. Prepared a program-level analysis to update the traffic assessment for the East Otay Mesa Specific Planning Area in the County of San Diego. Worked on behalf of the County of San Diego to amend the circulation network and prepare buildout traffic forecast. Responsible for developing the traffic forecast for the adopted Specific Plan Amendment for East Otay Mesa. This involved working closely with the County of San Diego and City of San Diego staff, the San Diego Association of Governments, California Department of Transportation staff, and various property owners and stakeholders. A key component of the analyses was used to resolve

conflicting interests and issues related to land use and transportation planning for the Otay Mesa area as an industrial hub. The Specific Plan Amendment was approved unanimously by the Planning Commission and the Board of Supervisors.

Otay Business Park, County of San Diego, California. Worked on the traffic study for the Otay Business Park, which proposed development of a 162-acre site on the southeast corner of Alta Road and Airway Road in the East Otay Mesa area of San Diego County. The proposed project consisted of approximately 2,202,872 square feet of warehousing, manufacturing, assembly, storage, science research and development, and commercial facilities. It was anticipated that the project would be developed in four phases. Conducted a phased impact analysis of the project under existing conditions, opening day conditions, near-term cumulative conditions, and future year 2030 conditions with and without project. The traffic report was also used to provide the preliminary details of project related traffic conditions in the scoping process for the project's Supplemental EIR.

California Crossings, County of San Diego, California. Worked on the traffic study for this project that proposed a retail commercial center on a 27.4-acre site located east of State Route 125, north of Otay Mesa Road, and west of proposed Harvest Road within unincorporated San Diego County. Since the project was a proposed community shopping center, the trip generation for the project was estimated using both driveway trip generation rate and cumulative trip generation rate that utilizes pass-by trip reduction. The driveway trip generation rates were utilized for analysis of roadway segments and intersections that provide direct access to the project site and the cumulative trip rates were utilized for analysis of all other roadway segments and intersections included in the study area that were not adjacent to the project site.

First Aqueduct Tunnels Rehabilitation, San Diego County Water Authority, San Diego, California. Prepared the transportation section, construction trip generation, and VMT screening analysis for the rehabilitation of the three tunnels–the Lilac, Red Mountain, and Oat Hills Tunnels in the rural unincorporated northern San Diego County for San Diego County Water Authority.

Nelson Sloan Quarry Restoration Project, California Department of Parks and Recreation, California. Prepared a Local Mobility Analysis for the proposed project, located in the Tijuana River Valley Community in the City of San Diego. The proposed project would allow re-use of excess sediment excavated from a range of ongoing and proposed sediment management activities in the nearby sites towards landform and habitat restoration in the project site. The analysis included reviewing historic data of sediment removal activities and the project's operational phasing and schedule to estimate worker and haul trucks that the project would generate. The traffic analysis included study area intersection LOS; net new project trip generation, distribution, and assignment; sight distance analysis; and project impacts under opening day conditions per the County of San Diego Transportation Study Guidelines and the City of San Diego Transportation Study Manual requirements, and is consistent with the current requirements of all applicable city and state regulations, including SB 743 requirements under CEQA.

Los Angeles County Metro Area Plan Environmental Impact Report, County of Los Angeles, California. Working on the VMT-focused transportation analysis for the proposed project that is intended to guide regional-level growth and development within the seven unincorporated communities of the Metro Planning Area (MAP). The project focuses on land use and policy issues that are specific to the unique characteristics and needs of the seven unincorporated communities in the MAP area. The VMT analysis for the MAP project is prepared using the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategies Travel Demand Forecasting model for the proposed residential, industrial, and accessory commercial land uses per the County's transportation analysis guidelines per SB 743 and mitigation requirements for land use plans.

Jason Reynolds

MOBILITY

Jason Reynolds is Dudek's Transportation Sector Market Leader and a Senior CEQA/NEPA Project Manager with 25 years' experience with environmental management for transportation systems. Mr. Reynolds' experience includes conducting and managing joint CEQA/NEPA based delivery across a broad range of project types at differing scales and complexities. He has a diverse range of project experience, including local roadway improvements, interchanges, grade separations, bridges, freeway decking/capping, bus rapid transit (BRT), light rail, passenger rail, high-speed rail, and major transportation corridors. Mr. Reynolds successfully guides projects from inception, through the bid and award process, into construction.

Mr. Reynolds has large-scale project and program management capabilities and consistently draws upon his detailed knowledge of scheduling, budgetary and risk management, project delivery methods, effective use of project controls and tracking systems, as well as quality compliance. He has a proven ability to build consensus among diverse groups, including agencies, consultants, and stakeholders. Additionally, Mr. Reynolds has established approaches with federal, state, and local agencies enabling him to anticipate and quickly resolve project challenges encountered at any stage of the development process



Education

California Polytechnic State University, San Luis Obispo
BS, City and Regional Planning,

Professional Affiliations

California Association of Environmental Professionals

National Association of Environmental Professionals

Women's Transportation Seminar

Project Experience

Elvira to Marina Double Track, San Diego Associated Governments, California.
Served as senior environmental review. Provided senior NEPA/CEQA review of technical studies prepared for the Elvira to Morena double tracking project. The project proposes to construct a second main track and realignment from Control Point (CP) Elvira to CP Morena. This 10.3-mile stretch of double track will alleviate residual delay near CP Elvira and CP Morena to provide on-schedule performance benefits.

SR-15 Mid-City Bus Rapid Transit (BRT), San Diego, California. Served as environmental director/senior review. Provided senior environmental management, review, and oversight as the project progressed into and through the NEPA Reevaluation/CEQA Addendum processes. His responsibilities included technical team management, senior documentation review, client/subconsultant coordination, along with budget and schedule management. The original project evaluated three alternatives (median, shoulder, and ramp station alternatives) with their accompanying bus priority lane to provide BRT operation with stops at El Cajon Boulevard, University Avenue, and Adams Avenue in the Mid-City area within the City of San Diego. The project also included close coordination with Caltrans District 11, SANDAG, San Diego MTS, stakeholders, and the surrounding communities.

West Mission Bay Drive Bridge Replacement, City of San Diego, California. Served as project director. Directed the environmental analysis and documentation process, including completion of the Final NEPA Environmental Assessment/Finding of No Significant Impact (EA/FONSI). He also provided direct support of the City of San Diego's CEQA Initial Study/Mitigated Negative Declaration (IS/MND) approval process. Served as the primary

environmental liaison between the City of San Diego and Caltrans District 11, as well as directed multiple consultation meetings with local, state, and federal resource agencies regarding regulatory permitting. These efforts provided additional guidance on jurisdictional impacts, construction timing, temporary impacts, and resource protection missions for each agency. Key environmental issues analyzed and addressed included construction activities within the San Diego River Channel/Southern Wildlife Preserve, maintaining the daily tidal prism and westerly river flow throughout construction, visual impacts, water quality, traffic, and endangered species impacts. Additionally, oversaw the team's preparation for the value analysis/value engineering process. He coordinated the environmental resource presentation components and participated in the value engineering meetings. During the PS&E stage, Directed the regulatory permitting application process, concept mitigation plan development, and the NEPA revalidation.

North Torrey Pines Bridge Rehabilitation and Seismic Retrofitting, City of Del Mar, California. Served as project manager. Managed the preparation and approval process of a NEPA Categorical Exclusion and a CEQA Mitigated Negative Declaration to support rehabilitation and retrofitting of the historic North Torrey Pines Bridge. He also served as a quality coordinator for technical studies prepared as part of the environmental documentation process. The North Torrey Pines Bridge was historically significant but also seismically deficient. These factors required addressing historic preservation of the bridge through a rehabilitation and retrofit strategy versus a typical demolition and reconstruction approach for seismically unstable structures. The significant natural resources evaluated, included wetlands, endangered species, and sensitive habitats, as well as proximity to a designated San Diego Multi Habitat Preserve Area. All these factors added to an already complex environmental analysis and documentation process. Environmental issues included resource agency and coastal permitting, visual impacts, and construction-related noise and traffic management. Efforts included guiding this project through the regulatory agency permitting process, including California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and Regional Water Quality Control Board. This project was the recipient of the 2010 National Association of Environmental Professionals Award for Best Available Environmental Technology, as well as the 2009 AEP-San Diego Chapter Award for the Outstanding Environmental Solution.

California High-Speed Rail LOSSAN Corridor Improvements, Los Angeles to San Diego, California High-Speed Rail Authority, California. Served as the Caltrans District 11 representative during the preliminary corridor and alternative alignment analysis. The alignment considered double-tracking options following existing coastal routes, along with additional alignment options parallel to I-5. The LOSSAN Los Angeles to San Diego segment was being considered within the existing railroad right-of-way to improve intercity passenger rail traveling through Los Angeles, Orange, and San Diego Counties. The primary objectives included better interface with transit and highways, as well as added capacity within a multimodal strategy to help meet increases in intercity travel demand.

I-15 Managed Lanes MND/FONSI, Caltrans District 11, San Diego, California. Served as branch chief/senior environmental planner. Managed the environmental analysis through draft circulation, final documentation approvals, and phased construction. Environmental issues included natural resource impacts, noise, visual, traffic and circulation, and socioeconomics. This project introduced many unique features and innovations regarding transportation corridors with HOV/managed lanes systems, including direct access ramps and a movable median barrier system designed to facilitate traffic volumes in the peak-period direction. Also participated in the project design review processes to help ensure compliance with environmental commitments and minimize impacts during construction.

Andrew Prescott, AICP

Senior Transportation Planner



EXPERIENCE
11 years

EDUCATION
MA, City Planning, San Diego State University

BA, International Security and Conflict Resolution

ACCREDITATION
American Institute of Certified Planners (AICP), #31154

AFFILIATIONS
American Planning Association (APA), San Diego Chapter, Member

Andrew specializes in multimodal transportation planning and safety analysis. He manages mobility projects including multimodal corridor plans, safety studies, active transportation plans, circulation/mobility elements, traffic studies, and health-related research. Andrew's expertise includes long-range multimodal planning, street design, collision analysis, countermeasure identification and project prioritization, community engagement, and project management. Andrew's communication skills and consensus-building techniques allow him to collaborate with community members and agency staff on a wide range of transportation topics. He provides valuable contributions to all project phases and can usher a diverse set of projects to successful completion.

RELEVANT EXPERIENCE

Mission Valley Community Plan Update – Mobility Element & TIS, San Diego, CA: *Transportation Planner* – CRA prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilizations, as well as innovate mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives.

Morena Corridor Specific Plan, San Diego, CA: *Mobility Project Manager* – This project served to help transform the auto-oriented Morena Boulevard corridor into a pedestrian-friendly village, supported by mixed-use development and a balanced transportation network. CR Associates assisted with identifying mobility recommendations that leveraged planned Mid-Coast Trolley stations at Tecolote Road and Clairemont Drive, as well as the existing Morena/Linda Vista Green Line Trolley station. A key recommended transportation component is a two-way cycle track along the west side of Morena Boulevard, which takes advantage of the existing rail corridor alignment to limit bicycle-vehicle conflicts and provides direct station access. Trolley station access will be further supported by a series of intersection curb bulb-outs, high visibility crosswalks, lead pedestrian and bicycle intervals at signalized crossings, and additional bicycle facilities.

North Harbor Drive Mobility and Access Study, San Diego, CA: *Transportation Planner* – CRA assisted the Port of San Diego to deliver a multimodal assessment of the transportation facilities, operations, and access points along North Harbor Drive. The study focused on the growth projected from surrounding destinations and communities, including the San Diego International Airport, San Diego Convention Center, Downtown San Diego, Harbor Island, and Shelter Island. Extensive coordination informed the development of a unified vision that is supported by project stakeholders. Recommendations consist of an automated Trolley to Airport people mover, and a variety of signal improvements, pedestrian crossing enhancements, and bicycle facility improvements.

Phuong Nguyen, PE

Senior Traffic Engineer



EXPERIENCE
17 years

EDUCATION
BS, Civil Engineering, San Diego State University

ACCREDITATION
Professional Engineer (Traffic), California #TR2660

AFFILIATIONS
Institute of Transportation Engineers (ITE) - Past President (2023), President (2022); San Diego ITE Mobility Task Force; San Diego ITE Modeling Subcommittee

Phuong is a Senior Transportation Engineer responsible for project efforts ranging from traffic operations, microsimulation, parking plans, VMT/ GHG reduction quantification, to Intersection Control Evaluations (ICE) analysis and conceptual engineering. Phuong is a leader in his profession in the application of Big Data to quantify pandemic/post-pandemic travel behavior and has expertise in TransCAD (4-Step Model), SANDAG's Activity Based Model, SimTraffic and Vissim microsimulation, Synchro traffic analysis, parking analysis, and transportation equity research. His commitment to excellence and equity in transportation planning and engineering empowers him to assess projects from varied perspectives, ensuring the delivery of optimal solutions .and has significantly contributed to advancements in traffic analysis. His deep knowledge and passion make him an invaluable asset in the field, capable of bringing innovative and equitable solutions to the forefront of traffic engineering.

RELEVANT EXPERIENCE

College Area Community Plan Update, San Diego, CA: *Project Manager* – CRA is leading the Mobility Element planning and traffic engineering components of the College Area Community Plan Update. Alternatives are currently being evaluated that would increase connectivity and provide quality environments for pedestrians and bicyclists. Enhanced connections to major mobility centers and the community's celebrated El Cajon Boulevard business corridor are emphasized. Innovative concepts, such as Sustainable Mobility for Adaptable and Reliable Transportation (SMART) Corridors, are being considered to help address congestion and encourage more sustainable travel choices.

Mission Valley Community Plan Update – Mobility Element & TIS, San Diego, CA: *Traffic Engineer* – CRA prepared the Mobility Element, Mobility Technical Report, and Traffic Impact Study in support of the Mission Valley Community Plan Update. The planned mobility system consists of pedestrian and bicycle facilities, transit routes and stops (bus and light-rail), and roadways, parking needs & utilizations, as well as innovate mobility features such as a potential aerial tramway and demand-responsive community circulators. An SB 743 compliant traffic analysis was performed as part of the Mobility Technical Report, documenting mode share per capita for the various alternatives.

Uptown Community Parking District – Hillcrest Parking Management Plan, San Diego, CA: *Project Manager* – CRA assisted the Uptown Community Parking District (UCPD) in developing a parking management plan for the Hillcrest neighborhood. As a part of this effort, Phuong established the process for inventorying parking supply, occupancy (including a review of meter utilization data from the IPS database), and parking turnover. Resulting recommendations have been implemented by the City of San Diego including the installation of additional parking meters along University Avenue, expanded meter enforcement hours, and further utilization of smart meter technology.

CATEGORY 5

Economic Analysis



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

KEYSER MARSTON ASSOCIATES



Michael D. Tactay
Economic Analysis
Project Manager

Michael Tactay is a Manager in KMA's San Diego office. He joined KMA in 2014 and has contributed to and led a variety of projects ranging from urban street retail to large, master-planned communities.

KEY ROLES

Michael has worked closely with numerous public agencies to analyze fiscal and economic impact of proposed developments, infrastructure and public facilities financing, and economic revitalization strategies.

SPECIFIC AREAS OF EXPERTISE

Fiscal and Economic Impact Analyses

- Conducts fiscal impact analyses of individual projects as well as build-out of community and specific plans, estimating impact on the revenue and expenditures of cities' General Fund budgets.
- Projects the economic impact of small and large-scale projects, estimating the number of jobs, payroll, and economic output.
- Relevant experience includes evaluating the fiscal and economic impacts of proposed community plan land use alternatives.

Mixed-Use Development and Transit-Oriented Development

- Conducts focused market research related to supply and demand factors for potential mixed-use and multi-family development on sites planned for transit-oriented development.
- Prepares financial feasibility analyses evaluating potential for mixed-use development opportunities in specific plans such as Casa de Oro/Campo Road Revitalization Plan for the County of San Diego and the Transit District Specific Plan for the City of El Cajon.
- Evaluates developer proposals, including review financial pro forma, proposed ground rent payment, and recommended business terms. Relevant experience includes the evaluation of development proposals at the Grantville trolley station for the San Diego Metropolitan Transit System.

Infrastructure and Public Facility Finance

- Evaluates the feasibility of infrastructure financing mechanisms, including Enhanced Infrastructure Financing Districts (EIFDs), Infrastructure Revitalization Financing Districts (IRFDs), and Community Revitalization and Investment Authorities (CRIAs).
- Assists in formation of tax increment financing districts and preparation of financing plans and related documents. Relevant experience includes assisting in the formation of the Otay Mesa EIFD, the second EIFD formed in the State of California.

PROFESSIONAL MEMBERSHIPS

- American Planning Association
- Urban Land Institute
- Circulate San Diego
- San Diego Housing Federation
- Citizens Coordinate for Century 3

EDUCATION / CREDENTIALS

- University of California, Irvine – B.A., Economics and Political Science
- University of San Diego – Certificate in Real Estate Finance, Investments and Development

KEYSER MARSTON ASSOCIATES



Paul C. Marra
Managing Principal

Paul Marra is Managing Principal of KMA's San Diego office. Paul has over 30 years of experience in real estate market and financial evaluation, fiscal and economic impact assessments, and public/private partnerships.

KEY ROLES

Areas of concentration include feasibility analyses for market-rate and affordable housing, developer solicitation and negotiations, assessment of development potential and revitalization strategies, and affordable housing policy and transactions.

SPECIFIC AREAS OF EXPERTISE

Mixed-Use Development and Transit-Oriented Development

- Analyzes feasibility of numerous housing developments, ranging from high-rise condominiums to in-fill and mixed-use projects.
- Assists cities and transit districts with developer selection and transaction structuring for multi-family and mixed-use developments at transit stations.

Affordable Housing Transactions and Policy Analysis

- Assists numerous cities with developer selection and transaction structuring for multi-family, mixed-use, and affordable housing projects.
- Structures complex affordable housing transactions requiring layers of public funding such as Low Income Housing Tax Credits, tax-exempt bonds, Affordable Housing and Sustainable Communities funds, and other Federal and State programs.
- Prepares nexus studies and economic analyses to support inclusionary programs and affordable housing fees in numerous jurisdictions. Relevant experience includes analyzing the financial feasibility of increasing the inclusionary housing requirement within University Community Plan Area for the City of San Diego

Economic Development

- Assists cities and urban planners to evaluate the potential for new in-fill and mixed-use development in older commercial districts, including creation of implementation strategies and infrastructure financing plans.

Public/Private Partnerships (P3s)

- Strategizes with cities to construct complex P3 transactions. Relevant experience includes Chula Vista Bayfront Resort Hotel and Convention Center, the Oceanside Pier Resort Hotel, and the repositioning of Horton Plaza as a high-tech employment center.

PROFESSIONAL MEMBERSHIPS

- Lambda Alpha International
- Urban Land Institute
- American Planning Association
- San Diego Housing Federation
- Citizens Coordinate for Century 3
- Circulate San Diego

EDUCATION / CREDENTIALS

- Johns Hopkins University – Bachelor of Arts degree in Sociology (graduated Phi Beta Kappa)

KEYSER MARSTON ASSOCIATES



Reena M. Arvizu

Senior Associate

Reena Arvizu is a Senior Associate in the San Diego office of KMA, with over 20 years of industry experience.

KEY ROLES

Specializing in performing market, financial, and economic impact analyses, Reena also possesses experience as a Special Financing Districts Administrator, assisting agencies with maintenance assessment district processes, levying of special taxes and assessments, and providing municipal bond disclosure in compliance with Federal requirements.

SPECIFIC AREAS OF EXPERTISE

Market Analysis and Project Feasibility

- Conducts market assessments for a range of land uses, including multi-family and single-family residential, retail/restaurant, industrial/office development, and recreational/public amenities.
- Analyzes demographic and economic trends, considers market performance factors for each land use sector, and estimates achievable absorption by land use type.
- Identifies key opportunities for community revitalization and economic development.

Affordable Housing Transactions and Policy Analysis

- Provides technical studies analyzing the feasibility of potential affordable housing incentives.
- Estimates the impacts and potential cost savings to real estate developers resulting from in-lieu fee programs.
- Analyzes developer proposals submitted to public agency's notices of funding availability (NOFA) including evaluating developer qualifications, modeling financial pro forma assumptions, and identifying issues for agency consideration.

Infrastructure and Public Facility Finance

- Assists public agencies in the evaluation and feasibility of infrastructure financing mechanisms.
- Prepares EIFD models to analyze the potential funding that can be supported by new private development to fund public infrastructure and capital improvements.
- Prepares recommendations for implementation and financing approaches to revitalize neighborhoods and communities.

PROFESSIONAL MEMBERSHIPS

- San Diego Housing Federation
- Citizens Coordinate for Century 3
- Circulate San Diego
- American Planning Association

EDUCATION / CREDENTIALS

- University of San Diego – Certificate in Real Estate Finance, Investments, and Development

Pro Forma Advisors LLC

Lance R. Harris

Partner

Market Research/Impact Analysis

With over 15 years of experience in land use economics, Mr. Harris provides clients with market demand and feasibility studies, mixed-use programming recommendations, financial analysis, economic and fiscal impact assessments, and economic development strategies.

Integral to Mr. Harris's work is the premium placed on developing analysis techniques to gather data at the micro level for market analysis. Using a combination of public data sources, private secondary data sources, first person interviews, GIS data, and on-the-ground site inspection, he is able to construct various models of analysis to effectively determine a development's market area, capture rate, and absorption, which determine overall demand and feasibly.

Mr. Harris also has vast experience with both fiscal/economic impact analysis. Mr. Harris has created a variety of fiscal models and provided economic impact analysis at the city, county, state, and national level.

His broad range of experience working with cities, counties, redevelopment agencies, land planning/urban design firms, and real estate development interests allows him to effectively evaluate projects from both the private and public perspective.

Market/Financial Analysis

Mr. Harris' work in market analysis has included analysis of variety of land uses including residential, industrial, retail, office, hotel, recreational, and mixed-use development. Illustrative projects for private developers and municipal clients are included below.

- Grantville Redevelopment Area Community Plan Economics (San Diego, California)
- Transit Village Specific Plan Economics (El Monte, California)
- Fresno High Speed Rail TOD Plan Economics (Fresno, California)
- Economic Futures Analysis of Nodes & Corridors (los Angeles, California)
- The Shoppes Phase II Compass Blueprint Project (Chino Hills, California)
- Feasibility of Alternative TOD Concepts (Los Angeles, California)
- Bob Hope Master Plan Mixed-Use TOD Analysis (Burbank, California)
- TOD Financial Analysis (Santa Monica, California)
- SunCal's Proposed Waterfront Mixed-Use Project (Redondo Beach, California)
- San Diego Incentive Zoning Economics (San Diego, California)
- Sunroad Enterprises Confidential Market Analysis (San Diego, California)
- The Howard Hughes Development Corporation Confidential Market Analysis (Dallas, Texas)
- Forest City Confidential Market Analysis (Los Angeles, California)

Impact Analysis

Mr. Harris' work in economic impact analysis has included analysis of variety of land uses including real estate development, gaming, themed attractions, sporting venues, and special events. Illustrative projects are included below.

- NIKE, Inc.'s Corporate Headquarter Operations (Beaverton, Oregon)
- Proposed Los Angeles Football Stadium at Grand Crossing (City of Industry, California)
- Coachella Music Festival (Indio, California)
- AMGEN Tour of California (Santa Clarita, California)

Previous Experience

Prior to joining Pro Forma Advisors, Mr. Harris was an Associate Director of Economics at AECOM. He was also a Senior Associate at Economics Research Associates (ERA) prior to the company's acquisition.

Education

Lance received an M.A. in Urban Planning from the USC Price School of Public Policy specializing in real estate and economic development. He also has a B.A. degree in Political Science from the Trinity College in Hartford, Connecticut.

Professional Affiliations

Mr. Harris represents Pro Forma Advisors in the American Planning Association. Mr. Harris is the former chair of APA's national Economic Development Division.

Pro Forma Advisors LLC

Gene P. Krekorian

Partner

Mr. Krekorian specializes in land development economics and valuation at Pro Forma Advisors' headquarters Los Angeles office, with particular emphasis on analysis and valuation of mixed use properties. Mr. Krekorian has more than 35 years experience in land development economics related to a variety of commercial and recreation-oriented projects Increasingly, he serves as a consultant in pre-development planning for projects consisting of a mix of diverse land uses. The following are representative assignments conducted by Mr. Krekorian during tenure at multiple firms during his career.

Mr. Krekorian's work in the mixed-use and large-scale land development, resorts, and commercial recreation includes the following representative projects:

Mixed-Use and Large-Scale Land Development

- Edmonton City Centre (Blatchford Field) Airport Redevelopment, Edmonton, Alberta
- Queensway Bay, Long Beach, CA
- Irvine Ranch Coastal Properties, Orange County, CA
- Trump National Golf Club and Residential, Rancho Palos Verdes, CA
- Rancho Bernardo Town Center, Rancho Bernardo, CA
- Coal Harbor Development, Vancouver, British Columbia
- McCormick Ranch, Phoenix, AZ
- Laguna Niguel, Orange County, CA
- Eden Isles, New Orleans, LA
- Old Bridge Development, East Brunswick, NJ
- Domenigoni Reservoir Properties, Murrieta, CA River

Resorts

- Bandon Dunes Golf Resort, Bandon, Oregon
- Horseshoe Bay Resort Community, Horseshoe Bay, TX
- Sunriver Resort, Sunriver, OR
- Ventana Canyon Resort, Tucson, AZ
- Hearst Ranch, Old San Simeon Village, Cambria, CA
- Semiahmoo Resort, Blaine, WA
- Wailea Resort Community, Maui, HA
- Pinehurst Resort, Pinehurst, NC

Commercial Recreation

- SeaWorld San Diego, San Diego, CA
- Robert Trent Jones Golf Club, Lake Manassas, VA
- Paramount Great America Theme Park, Santa Clara, CA
- Belmont Park, Mission Beach, CA
- Queen Mary Leasehold, Long Beach, CA
- LEGOLAND Theme Park, Carlsbad, CA
- Shipyard Golf Club, Hilton Head, SC
- Green Theatre, Los Angeles, CA
- Grauman's Chinese Theatre, Hollywood, CA Museum

Previous Experience

Prior to Pro Forma Advisors, Mr. Krekorian was a Senior Vice President at Economics Research Associates (ERA), working in the Los Angeles office of ERA.

Education

Mr. Krekorian received a B.A. degree in Mathematics and Economics from Pomona College and a M.S. degree ins Business Economics from the University of California at Los Angeles. Mr. Krekorian is a Certified General Real Estate Appraiser as licensed by the State of California.

CATEGORY 6

Urban Design



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Gaurav Srivastava, AICP

URBAN DESIGN PROJECT MANAGER

Gaurav Srivastava (GORE-uv shree-VAAS-thuv; he/him) is an urban designer with 21 years' experience. Mr. Srivastava leads Dudek's urban design practice and has authored plans that range from grassroots neighborhood visions to comprehensive downtown redevelopments. His award-winning work, for both private and public-sector clients, is driven by twin passions: to reduce the footprint of human habitation via compact redevelopment of city centers, and to always reinforce the importance of the pedestrian experience as the defining experience of cities. Mr. Srivastava is adept at faciliating workshops and shaping discussions before a variety of audiences. He is an accomplished project manager and experienced at directing complex, multidisciplinary teams. In addition, Mr. Srivastava serves as a visiting lecturer and teaches urban design at the University of California, Los Angeles' Luskin School of Public Affairs.



Education

Massachusetts Institute of Technology
MCP, City Planning

School of Planning and Architecture, Delhi
BArch, Architecture

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association

ULI Rose Center for Public Leadership, Faculty Advisor

Project Experience

Housing Incentive Overlay Zone, City of Fullerton, California. Project manager for a citywide effort to analyze and test the feasibility of new multi-family residential developments on Fullerton parcels currently zoned for non-residential uses. The Housing Incentive Overlay Zone Plan is funded via California Senate Bill 2 grant funds and aims to facilitate and incentivize the production of housing within the city. Integral to the planning effort is a capacity-building exercise that aims to educate and inform a group of Fullerton stakeholders, the "Housing Champions," of the economic and regulatory landscape of housing policy.

Old Town Newhall Specific Plan, City of Santa Clarita, California. Project Manager for Specific Plan update for Newhall, the historic core of the City of Santa Clarita. The targeted Plan update aims to test new development types, simplify the existing form-based code, and extend the usability and legibility of the Plan.

Citywide Complete Streets Plan, City of Burbank, California. Project manager, preparing ongoing Citywide Complete Streets Plan called the Complete Our Streets Plan (www.CompleteOurStreets.com). With a strong focus on urban design and the city's built form, the plan analyzes the entire city street network and proposes improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, individuals with disabilities, transit users, and automobile users.

Mira Mesa Community Plan Update, San Diego, California. Urban Design lead for a City of San Diego transit-priority plan effort as part of the Mira Mesa Community Plan Update. Mira Mesa, at 10,500 acres and 80,000 residents, is the largest and most populous of San Diego's 50 community plan areas. This effort includes corridor planning and conceptual urban design studies for four focus areas within the community. The studies test and illustrate new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies.

South Colton Livable Corridors Plan, Colton, California. Project Manager for urban design, land use planning, market analysis, and community outreach services in support of the South Colton, a long-standing Latino working-class neighborhood in Colton, California. Residents with few resources have used their imagination and resourcefulness to alter landscapes in ways that are intimate in scale and personal in nature. The Plan aims to strengthen these grassroots tactical urbanist approaches and create guidelines and policies that will provide a regulatory framework for formalizing a DIY approach to neighborhood amenities and improvements.

Skid Row and Central City East Vision Plan, City of Los Angeles, California. Central City East lies in the heart of downtown Los Angeles, adjacent to and overlapping Skid Row, the nation's largest cluster of homelessness. The plan addresses a growing concern, "how does a downtown industrial district address the dramatic changes that are occurring at its doorstep, while also being subject to long-standing policies that make it the primary location of homeless services for the entire region?"

Microsoft Campus Master Plan, City of Redmond, Washington. Served as urban design lead for the proposed redevelopment of Microsoft's Redmond headquarters, which is globally associated with the firm's origins and success. The bike-and-walk-only master plan manifests Microsoft's vision for its physical legacy, its aspirations for the built environment, and the programmatic requirements of its business operations. The development program proposes three million square feet of new construction spread over 18 new buildings on a 72-acre site.

Vision Downtown, City of Los Angeles, California. Directed Vision Downtown, an effort that provides guidance to the Downtown Los Angeles Neighborhood Council (DLANC) board as it performs a review and advisory role for projects within its jurisdiction. The DLANC is the first Neighborhood Council in Los Angeles that has sought to craft its own vision for the future. Part vision and part manifesto, Vision Downtown provides a community-endorsed set of goals that offer input to City leaders and assembles in one place a comprehensive set of aspirations that embody the vision of this generation of the Downtown community.

Sunset Strip Specific Plan Update, West Hollywood, California. Led the effort to update the existing Specific Plan with new standards and guidelines for off-site signs on the Sunset Strip (i.e., billboards, tall walls, and digital signs). The Strip is arguably the most iconic urban boulevard on the west coast, if not the entire United States. Situated entirely within the City of West Hollywood, it is the epitome of a bright-lights, big-signs corridor. The Strip has a long-established tradition of innovative signage, while simultaneously also creating value for property owners.

Transit-served Housing Capacity Analysis, Los Angeles, California. Led a research study for the Mayor's Office and C40 Cities to analyze the ability of the City to expand its housing supply within transit-served areas and proposed facilitating housing policy revisions. Los Angeles has a population of about 4 million residents, expected to grow by 500,000 people over the next 20 years. Fewer than half of the City's residents live within a quarter of a mile of a Major Transit Stop.

Catherine Tang Saez, AICP

LAND USE / URBAN DESIGN



Education

Harvard University
MAUD, Urban Design

University of Southern California
BArch, Architecture

Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association (APA)

Catherine Tang Saez (*KATH-er-in TAYNG SIGH-ez; she/her*) is an urban design principal and certified planner with 17 years' experience in urban design, urban planning, and architecture. Ms. Saez works at the intersection of design and policy to create vibrant, sustainable, and healthy communities. Her expertise ranges across plans big and small, including site planning feasibility studies, vision plans, transit-oriented development (TOD) plans, streetscape plans, complete streets plans, Specific Plans, and community/area plans. She is adept at updating zoning codes, drafting objective development standards and design guidelines, and conducting community outreach and engagement. Additionally, Ms. Saez teaches planning and design at the University of Southern California Sol Price School of Public Policy.

Project Experience

Mira Mesa Community Plan Update, City of San Diego, California. Served as urban designer and planner to update the Mira Mesa Community Plan, a transit-priority effort. Mira Mesa—with 10,500 acres; 80,000 residents; and 80,000 jobs—is the largest and most populous of San Diego's 50 community plan areas. This effort includes corridor planning and conceptual urban design studies for four focus areas within the community. The studies test and illustrate new approaches to land use, development standards, and mobility improvements to revitalize the focus areas and retrofit suburban shopping malls with transit-supportive uses and development typologies.

El Cajon Development Standards, City of El Cajon, California. Served as urban designer and planner to update the city's regulations and procedures for the provision of residential uses. This included an in-depth analysis of the city's existing regulatory framework, physical feasibility studies for hypothetical development typologies, and an update to the city's development and design standards to be consistent with State requirements for objectivity.

Pico Rivera CZCU, Pico Rivera, California. Serving as urban designer and planner to conduct a comprehensive update to the city's existing zoning code. The Comprehensive Zoning Code Update (CZCU) will ensure that the zoning code effectively implements the policies of the General Plan while also addressing recently approved state law to facilitate housing, set clear expectations for the design of new development (known as Objective Design Standards), and streamline the review and approvals process. The CZCU will modernize the city's approach to development regulation to reflect current development uses and best practices and provide an illustrated and user-friendly set of regulations.

Burbank Zone Text Amendments, Burbank, California. Serving as urban designer and planner drafting two significant zone text amendments. The first is meant to implement the state's recent passage of Senate Bill 9 for two-unit dwelling units and lot splits in single-family residential zones. The second is to provide new zoning regulations for firearm and ammunition retailers given community and City Council concerns, including new business licensing requirements, objective design standards for barriers and lighting, and buffer separation

requirements from sensitive uses. Both efforts have required in-depth research of state and federal law to ensure adequate compliance; coordination with City departments, such as Public Works and the Police Department; and outreach and engagement with stakeholders and community members.

San Fernando Downtown Master Plan, City of San Fernando, California. Serving as project manager in developing a community-driven vision for the city's historic core, which is home to the 1960s reconstruction of the San Fernando Mall. To facilitate the long-term success of the downtown as a thriving, vibrant, and resilient mixed-use destination for both locals and visitors, Dudek is providing analysis, visioning, outreach, and engagement services to develop a Master Plan that will provide recommendations for implementation.

Mixed-Use Overlay Zone, City of Rancho Palos Verdes, California. Serving as urban designer and planner to develop a mixed-use overlay zone for select commercial parcels along Western Avenue and Silver Spur Road—the city's two major commercial corridors. The project evaluates the feasibility of new residential mixed-use development on the parcels and creates applicable objective development standards.

Housing Incentive Overlay Zone, City of Fullerton, California. Serving as urban designer and planner to develop a housing incentive overlay zone plan for selected nonresidential parcels citywide. The plan evaluates the feasibility of residential development on these parcels and establishes the development standards along with market-tested inclusionary goals.

Brookhurst Corridor Study, City of Anaheim, California. Served as project manager to study the 3.5-mile stretch of Brookhurst Street in the City of Anaheim, which is home to the unique cultural district of Little Arabia, the first in the nation formal designation of Arab-owned businesses. Dudek provided analysis, visioning, outreach, and engagement services to develop recommendations for a regulatory framework and improvements to support the ongoing success of businesses and residents along the corridor.

Old Town Newhall Specific Plan, City of Santa Clarita, California. Served as urban designer and planner for a specific plan update for Newhall —the historic core of the City of Santa Clarita. The update aimed to test new development types, simplify the existing form-based code, and improve the usability and legibility of the plan.

Citywide Complete Streets Plan, City of Burbank, California. Served as urban designer and planner for the preparation of a complete streets plan, called the "CompleteOurStreets Plan," for the City of Burbank. With a strong focus on urban design and the City's built form, the plan analyzes the entirety of the City's 280 centerline miles of streets and proposes improvements through prioritized projects to address the needs of street users of all modes, ages, and abilities, including pedestrians, bicyclists, transit riders, and motorists. Prioritized connectivity within the City's urban core, disadvantaged communities, transit districts, and neighborhood schools. For more information, visit www.CompleteOurStreets.com.

Aliah Werth

URBAN DESIGN

Aliah Werth (*uh-LIE-uh WIRTH*) is an urban designer with 4 years' professional experience as a community planner and architect. Mr. Werth uses architectural and landscape representation to advance design standards for the public good. Mr. Werth specializes in preparing site feasibility studies, vision plans, development standards, and community outreach.



Education

Rhode Island School of Design
Master of Architecture

Vassar College,
BA, Urban Studies

Project Experience

Brookhurst Corridor Master Plan, City of Anaheim, California. Serving as urban designer to study a 3.5-mile stretch of Brookhurst Street in the City of Anaheim, which is home to the unique cultural district of Little Arabia—the first formal designation in the United States of Arab-owned businesses. The project consists of analysis, visioning, and outreach and engagement to develop recommendations for a regulatory framework and improvements to support the ongoing success of the corridor.

Roads and Trails Inventory, U.S. Fish and Wildlife Service, Hadley, Massachusetts. Served as a planner to inventory and assess best practices of access in wildlife refuges across the Northeast, alongside parallel efforts across the United States. The project collaborated between various local and federal agencies to establish rights-of-way and catalog the state of repair.

Hanging Lake Trail Shuttle Service, U.S. Forest Service, Glenwood Springs, Colorado. Served as a planner to study congestion and environmental degradation from over-tourism at the popular recreation site. The study led to the development of a shuttle bus to replace the ability to park at the trailhead, thereby improving public safety along Interstate 70 and improving the relationship between the hiking site and town.



Diego Velasco, AICP
Principal and Founder of Citythinkers
Mobile: 619-602-1699
Email: diego@citythinkers.com
citythinkers.com

Diego is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, Diego has worked closely with multiple communities in San Diego and across California. His work on over eight Community Plan Updates in San Diego has included leading extensive community outreach (such as University and Hillcrest's online engagement and the award-winning Pop-up Outreach for Encanto and Southeastern CPUs) and innovative urban design work (including a vision for the University Community Plan and 3D visualizations for the Hillcrest Focused Plan, among several other assignments). As the Founder and President of Citythinkers, Diego's work spans all scales and contexts, from affordable infill housing to campus planning, specific plans, master plans, design guidelines, and recently, coastal resilience planning for private sector and public sector clients alike. Diego is also a practicing architectural designer, a Certified Planner, an undergraduate instructor at UC San Diego, and the Section Director of the American Planning Association San Diego Section.

Education & Certifications:

Master of Urban Planning, University of Washington

Bachelor of Arts in Architecture, University of California, Berkeley

American Institute of Certified Planners (AICP), Certified Planner #024675

Other involvement:

→ American Planning Association, Acting San Diego Section Director
→ Lecturer I, University of California, San Diego, Urban Studies and Planning Department (since 2019)
→ American Institute of Certified Planners, Certified Planner
→ Urban Land Institute, Member and Young Leaders Partnership Forum Mentor since 2017, Management Committee Chair of Technical Assistance Panel Program
→ Lambda Alpha International, Member



Gaelle S. Brasseur
Urban Designer, Citythinkers
Email: gaelle@citythinkers.com
citythinkers.com

Gaelle is an Architect and Urban Planner with more than 20 years of experience. She has been practicing Urban Design in San Diego since 2014. Working closely with Diego Velasco, she has had the opportunity to develop large scale master plans, specific plans, design guidelines and campus plans for the City of San Diego, University of San Diego and other cities in the Southern California region.

Prior to moving to the United States, Gaelle led large urban planning and transportation projects in Europe, Asia, Africa and Middle East. At Citythinkers, Gaelle brings this global experience to a range of projects, including urban design for the Clairemont, University, and College Area Community Plan Updates, Specific Plans for urban infill sites across Southern California, and visionary placemaking concepts for sites at the neighborhood scale.

Education & Certifications:

Master's Degree in Architecture, Lyon National School of Architecture, Lyon France

Specialty: Sustainable Development and High Environmental Quality Certification (HQE)

Master's Degree in Civil Engineering and Urban Planning, National Institute for Applied Sciences, Lyon France



Tyler Jones
Urban Designer, Citythinkers
Email: tyler@citythinkers.com
citythinkers.com

Tyler has been with Citythinkers for three years. In his role as urban designer, Tyler supports the team with site analysis, design concepts, 2D and 3D illustrations and diagrams, and plan development. He orchestrates, facilitates, and runs community outreach programs for multiple projects and includes a range of methods, from pop-ups to interactive workshops, ESRI Story Maps, surveys, and other online engagement tools. Tyler is well-versed in a range of software programs, including 3D modeling and rendering programs. Most recently, he has developed the illustrations and outreach for the San Diego Coastal Resilience Master Plan, a project which resonates with the topic of his college thesis: the impacts of sea level rise on architecture and design.

Education & Certifications:

Bachelor of Architecture, NewSchool of Architecture and Design, San Diego

SPURLOCK



Brad Lents AICP, RLA, LEED AP

Principal-in-Charge

Brad holds degrees in landscape architecture and urban planning, a unique skill set for problem-solving in site planning and design. His expertise allows him to excel as a designer across various public and private sector projects spanning a range of scales. As an owner of the firm, Brad plays a pivotal role in directing Spurlock's involvement in numerous planning and public agency projects.

Brad will assume the role of Principal-In-Charge for this contract. Brad will have primary design responsibility, ensuring rigorous quality control standards and prioritizing client satisfaction. His dedication and ability to navigate complex project requirements make him an invaluable leader within the firm, driving the success of projects under his leadership.

Education

University of Illinois-Urbana Champaign, IL
Master of Urban Planning

Iowa State University,
Ames, IA
Bachelor of Landscape Architecture

Registrations

Landscape Architect -
California 5766
Nevada 1094

Certified Planner 024811

Affiliations

American Society of Landscape Architects
American Planning Association
American Institute of Certified Planners

Design Build Institute of America
Society for College and University Planning
U.S. Green Building Council

Contact

blents@spurlock-land.com
619–681–0090

Relevant Experience

City of San Diego, Mira Mesa Community Plan Update, San Diego, CA: Principal-In-Charge. Working as a subconsultant to Dudek, we were responsible for urban greening, parks and recreation planning and assisting in urban design elements of the community plan update. The plan focused on creating redevelopment areas within Community Plan Implementation Overlay Zones (CPIOZ) that created new mixed use villages, improved public realm improvements and park and recreation opportunity areas. *City of San Diego, Alex Frost, Senior Planner, 619-236-6006*

City of San Diego, Hillcrest Focused Area Plan Amendment, San Diego, CA: Principal-In-Charge. The Focused Plan Amendment will address housing, mobility, and public spaces that can strengthen the business district and bring neighborhood benefits where needed most. Spurlock is studying existing conditions of urban form, analyzing streetscapes, open space, and tree canopy. Graphics include sections, 3D digital models, and plans for high level mobility, urban design, public realm, and open space concepts to convey ideas. *City of San Diego, Shannon Mulderig, Senior Planner, 619-533-3362*.

City of San Diego, San Diego Parks Master Plan, San Diego, CA: Principal-In-Charge. The San Diego Parks Master Plan was a three-year citywide planning effort to shape the future of parks, recreation facilities and programs for the next 20 years. Spurlock led the Design & Vision group for the planning project. Evaluation and analysis of current conditions in the parks and recreation system, along with trends influencing recreation needs and interests are being explored through a series of tours and public workshops. *City of San Diego, Scott Sandel, Landscape Architect and Park Planner, 619-235-5204.*

City of San Diego, Children's Park San Diego, CA: Principal-In-Charge. The construction of a new revamped park project to activate an underutilized park in downtown. The project includes a new children's playground, exercise equipment area, off leash dog park, a food and beverage vendor building, public restrooms, and new walkway over the Civic Pond to create an interactive atmosphere. Primed by Spurlock, Brad led the design and implementation plans for the project. *City of San Diego, Kathleen Brand, Project Officer II, Parks and Recreation, 619-533-7138.*

City of San Diego, San Diego Blueprint/Street Design Manual Update, San Diego, CA: Principal-In-Charge. Design and graphic support services for the City's Street Design Manual. The work includes refreshing existing figures and preparing new site plans, cross sections, renderings, and/or other exhibits. *City of San Diego, Gerald Chacon, TE, Associate Engineer – Traffic, 619-236-7078*

Additional Relevant Experience

Kearny Mesa Community Plan Update
City of San Diego

Commercial and Imperial Corridor Plan
City of San Diego/SANDAG

North Embarcadero Visionary Plan Phase 1
San Diego, CA

Broadway Streetscape Master Plan
City of San Diego / Downtown Partnership

Imperial Avenue Streetscape
City of San Diego

Bayshore Bikeway Segment 5
SANDAG

San Diego LOSSAN Rail Realignment Project
SANDAG

Southeast San Diego Community Plan Update
City of San Diego

Encanto Community Plan Update
City of San Diego

Mercado Del Barrio
Shea Properties, San Diego, CA

19th Street Greenway
City of National City

Main Street Green Street
City of El Cajon

Oakdale Alameda
City of El Cajon

Wells Park Urban Greening
City of El Cajon

Menifee Community Center Programming
City of Menifee

Jamacha Road Streetscape Improvements
City of El Cajon

El Centro General Plan Update
City of El Centro

El Centro Mixed Use Zoning Code Update
City of El Centro

Paradise Creek Transit Oriented Development
City of National City

North Harbor Drive Vision Plan
Port of San Diego

Sepulveda Transit Corridor Planning
LA Metro

Police Headquarters & Welcome Center
San Bernardino Unified School District

Carlsbad Housing Element
City of Carlsbad

Clay Park General Development Plan and Implementation
City of San Diego

Riensta Park Feasibility and Accessibility Study
City of Chula Vista

Strata Park
City of Chula Vista

Montage Park
City of Chula Vista

Centerpark
City of Chula Vista

Barham Drive Urban Trail
City of San Marcos/SANDAG

Children's Park Improvement Plans
City of San Diego

The Reserve Design Guidelines
La Jolla, CA

City of El Cajon Downtown Roundabout & Streetscape
City of El Cajon

City of Oceanside General Plan Update
City of Oceanside

Del Mar Civic Center
City of Del Mar

El Centro Library & Community Center
City of El Centro

Pico Branch Library at Virginia Avenue Park
City of Santa Monica

San Diego Federal Courthouse
General Services Administration (GSA)
San Diego, CA

Santa Monica City Yards
City of Santa Monica

Santa Monica Fire Station #1
City of Santa Monica

CATEGORY 7

Historic Preservation



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Nicole Frank, MSHP

HISTORIC PRESERVATION PROJECT MANAGER



Education

The School of the Art Institute of Chicago
MS, Historic Preservation

The College of Charleston
BA, Historic Preservation and Art History

Professional Affiliations

Encinitas Preservation Association, Past President

California Preservation Foundation

Association for Preservation Technology (APT)

Nicole Frank (*nih-COHL FRAYNK; she/her*) is an architectural historian with 8 years' experience in the historic preservation field. Ms. Frank's professional experience encompasses a variety of projects for local agencies, private developers, and homeowners in both highly urbanized and rural areas. Projects have included reconnaissance-level surveys, preparation of resource-appropriate and citywide historic contexts, and historical significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), and local designation criteria. Ms. Frank has experience conducting historic research, writing landmark designations, performing conditions assessments, and working hands-on in building restoration projects throughout the United States. Ms. Frank also has governmental experience with the City of San Francisco's Planning Department and the City of Chicago's Landmark Designations Department. She meets the Secretary of the Interior's Professional Qualification Standards for Architectural History.

Project Experience

Mira Mesa CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California. Dudek prepared a historic context statement identifying the historical themes and associated property types important to the development of Mira Mesa, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the Mira Mesa CPA. This study was completed as part of the comprehensive update to the Mira Mesa CPA and Programmatic Environmental Impact Report. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between 1969 and 1990. Acting as architectural historian, coauthored and completed the historic context statement, the survey document, and all associated archival research efforts.

University CPA Historic Context Statement and Focused Reconnaissance Survey, City of San Diego, California. Dudek prepared a historic context statement identifying the historical themes and associated property types important to the development of the University CPA, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the University CPA. This study was completed as part of the comprehensive update to the University CPA and Programmatic Environmental Impact Report. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between the 1960s and 1990s. Acting as architectural historian, coauthored and completed the historic context statement, the survey document, and all associated archival research efforts.

Coronado Citywide Historic Resources Inventory and Historic Context Statement, City of Coronado, California. Dudek is currently in the process of preparing a historic context statement and historic resources inventory survey for all properties at least 50 years old within City of Coronado limits. Following current professional methodology standards and procedures developed by the California Office of Historic Preservation and the National Park Service, Dudek will develop a detailed historic context statement for the City that identifies and discusses the important themes, patterns of development, property types, and architectural styles prevalent throughout the City. Dudek will also conduct a reconnaissance-level survey of all properties within City limits that are at least 50 years old to identify individual properties and groupings of properties (i.e., historic districts) with potential for historical significance under City Criterion C (properties that possess distinctive characteristics of an architectural style; are valuable for the study of a type, period, or method of construction; and have not been substantially altered). Acting as architectural historian, authored the historic context statement and conducted reconnaissance-level surveys of properties within City limits.

Historic Context Statement for Reservoirs, City of San Diego Public Utilities Department, San Diego, California. Dudek completed a survey and historic context statement for the City's surface water storage system, including 10 dam complexes and the Dulzura Conduit. Dudek also prepared detailed impacts assessments for proposed modification to dams, as required by the Department of Safety of Dams. The project involves evaluation of 10 dam complexes and conduit for historical significance in consideration of NRHP, CRHR, and City designation criteria and integrity requirements. The evaluation required extensive archival research and a pedestrian survey. Acting as architectural historian, evaluated five resources, including the Dulzura Conduit, Upper Otay Dam, Murray Dam, Sutherland Dam, and Miramar Dam.

Historical Resource Research Report for 1424 Olivet Lane, L Jane Ryan Trust, La Jolla, California. Dudek was retained by L Jane Ryan Trust to prepare a historical resource research report for the single-family residence located at 1424 Olivet Lane, La Jolla. The report was prepared in accordance with City of San Diego guidelines and evaluated under all applicable city guidelines and regulations. The property was nominated for designation as a historical resource under Historical Resources Board Criteria A, B, and C under the name the Harry W. Child House. Acting as project manager and primary author, conducted the intensive-level survey, building development and archival research, development of an appropriate historic context for the property, and recordation and evaluation under city guidelines and regulations.

Los Angeles County South Bay Area Plan Project, County of Los Angeles Department of Regional Planning, California. Dudek was retained by the County of Los Angeles Department of Regional Planning to prepare a historic context statement in support of the project. The goal of the historic context statement is to inform, enhance, and streamline the larger project as it pertains to historical resources. The communities included within the historic context statement include the following: Alondra Park/El Camino Village, Del Aire/Wiseburn, Hawthorne Island, La Rambla, Lennox, West Carson, and Westfield/Academy Hills. The historic context statement documents the development history of the communities from the rancho period to the present; identifies important themes, events, and patterns of development; and describes the different property types, styles, builders, and architects associated with these important periods and themes. The document will also provide registration requirements and recommendations for future study/action by the County of Los Angeles to facilitate and streamline the historic preservation program. Responsibilities include co-project management, conducting archival research, coauthoring the historic context statement, engaging with stakeholders, collaborating with the geographic information system (GIS) team to create an online mapping tool, performing field survey, attending public meetings, and collaborating with the graphics team for flyers and social media content.

Monte Kim, PhD

HISTORIC PRESERVATION



Monte Kim (*he/him*) is a senior architectural historian and historic built environment resource specialist with over 20 years of professional experience in all phases of regulatory compliance under Section 106 and Section 110 of the National Historic Preservation Act (NHPA), Section 4(f) of the Department of Transportation Act, National Environmental Policy Act (NEPA), and California Environmental Quality Act (CEQA). He has experience in the inventory and evaluation of resources within the historic built environment, as well as the assessment of effects on historic properties and historical resources and has authored or co-authored nominations for the National Register of Historic Places (NRHP) and has overseen the documentation of historic properties in accordance with the standards required for the Historic American Building Survey (HABS), the Historic American Engineering Record (HAER), and the Historic American Landscape Survey (HALS). He has also developed and implemented resource-specific mitigation measures, treatment plans, protection plans, and interpretive plans for large, transportation-related projects, including the California High-Speed Rail Project. Additionally, he has experience consulting with State Historic Preservation Officers and developing programmatic agreements and memorandum of agreement documents for government agencies. Mr. Kim meets the Secretary of the Interior's Professional Qualification Standards for history and architectural history.

Education

University of California, Santa Barbara PhD, History

California State University, Sacramento MA, Public History

University of California, Santa Cruz BA, History

Professional Affiliations

California Preservation Foundation

Vernacular Architecture Forum

Transportation Research Board

Project Experience

Area of Potential Effects Justification & Preliminary Effects Assessment Memorandum for the San Luis Rey Habitat Management Area Wetland Restoration Project, San Diego County, California. Dudek assisted the San Diego County Water Authority (SDCWA) address comments from the U.S. Army Corps of Engineers (Corps) regarding potential impacts from the San Luis Rey Habitat Management Area Wetlands Restoration Project on a segment of the Second San Diego Aqueduct within the project's area of potential effects (APE). The memorandum recommended that SCDWA consider the aqueduct segment within the APE eligible for the National Register of Historic Places (NRHP) for the purposes of the undertaking only and that a finding of no historic properties affected under 36 CFR § 800.4(d)(1) would be appropriate because the resource would be avoided and protected through measures implemented by the project. Mr. Kim authored the justification for the APE and the Section 106 preliminary effects analysis using the criteria of adverse effect (36 CFR § 800.5).

Cultural Resources Technical Report, SDSU Fenton Bridge Project, San Diego, California. Dudek prepared a cultural resources technical study for San Diego State University in support of an Environmental Impact Report (EIR) for the Fenway Parkway Bridge Project, which involved the construction of a new bridge across the San Diego River. The study included a review of records search material from the South Coastal Information Center, a summary of findings from an intensive pedestrian field survey, and a CEQA impacts assessment. The study concluded that because the segment of the San Diego River within the study area was a non-engineered, natural

watercourse with embankments that were not components of a formal levee system, the proposed bridge would have no impact on historical resources under CEQA. Mr. Kim authored portions of the CEQA impact analysis for this project.

Rancho del Otay Project, Chula Vista, California. Dudek prepared a built environment inventory and evaluation report for the Rancho del Otay Project, which proposes to develop 128 residential units on a 130 acre site in the Otay Ranch area of the City of Chula Vista. Dudek found that the property known as Rancho del Otay is eligible for listing in the NRHP and CRHR under Criterion A/1 and City of Chula Vista Criterion 1 for its association with the recreational development of the area between 1900 and 1935. As such, the overall property, as well as its 6 contributing resources, are considered historical resources for the purposes of CEQA. The City of Chula Vista was the lead agency under CEQA for this project. Mr. Kim provided a senior level review of the technical report.

On-Call Services for Department of Water Resources, Operations and Maintenance Division, State of California. Dudek was retained by the State of California's Department of Water Resources (DWR), Operations and Maintenance Division (O&M), to assist in a wide range of on-going environmental compliance efforts. Under this on-call contract, Mr. Kim provides senior level guidance and reviews of the built environment evaluations and technical reports prepared under the current task orders.

Bradley Road Bridge Project, Riverside County, California. Dudek assisted the City of Menifee with preparing the environmental analysis for this project for compliance with CEQA, NEPA, and Section 106 of the NHPA. The proposed project involves the replacement of a low-flow crossing over Salt Creek along Bradley Road in Menifee. Because construction of the new bridge involves federal funding, the California Department of Transportation (Caltrans) District 8 Local Assistance office is the federal lead agency for review and approval of the project. Dudek cultural resources staff reviewed records search material from the Eastern Information Center, conducted an intensive pedestrian field survey, and evaluated a segment of Bradley Road within the delineated area of potential effects. The evaluation concluded that the roadway segment is not eligible for the NRHP or the CRHR. Mr. Kim provided a senior level review of the Bradley Road evaluation.

California High-Speed Rail Project Environmental Impact Report/Environmental Impact Statements. Mr. Kim served as a lead planner for the California High-Speed Rail Authority and was responsible for reviewing the cultural resources, parks and recreation, and Section 4(f) EIR/EIS chapters for six of the eight regional sections of the California High-Speed Rail Project. Additionally, he reviewed the supporting cultural resources technical reports (inventory, evaluation, and finding of effect reports), built environment treatment plans, as well as contributed to the drafting of four memorandum of agreement documents between the California High-Speed Rail Authority, California SHPO, and the Surface Transportation Board, provided technical guidance to the Authority's regional consultants, and consulted with the SHPO to obtain Section 106 and Section 4(f) concurrences.

Cultural Resource Survey for the PW Wohl G Street Project, City of Chula Vista, California. Mr. Kim provided a peer review of a technical report that evaluated historic buildings at the Rohr Aircraft facility in Chula Vista. The report was prepared to support the environmental clearance under CEQA for the redevelopment of the former Rohr Aircraft facility. Mr. Kim reviewed the report to ensure that the findings of eligibility were adequately supported and met the standard of substantial evidence under CEQA.

Fallin E. Steffen, MPS

HISTORIC PRESERVATION

Fallin Steffen (*FAL-in STEF-in; she/her*) is an Architectural Historian with 9 years' experience in historic preservation, architectural conservation, and cultural resource management. Ms. Steffen's professional experience encompasses a variety of projects and resource types for federal and state agencies, county and municipal governments, private developers, and homeowners in both rural and highly urbanized areas. She maintains extensive experience conducting reconnaissance- and intensive-level surveys, preparing both city-wide and resource-specific historic contexts, drafting cultural resource inventory and evaluation reports, and preparing significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), California Historical Landmark (CHL) and local designation criteria. Ms. Steffen holds experience preparing impacts analysis for the California Environmental Quality Act (CEQA) and findings-of-effect analysis for Sections 106 of the National Historic Preservation Act (NHPA) and with design review and conformance with the Secretary of the Interior's Standards for `proposed residential, commercial, and municipal projects involving historic properties. Ms. Steffen meets the Secretary of the Interior's Professional Qualification Standards for Architectural History.



Education

Tulane University,
New Orleans, LA
Masters of Preservation Studies

University of California,
Santa Cruz, CA
B.A. History of Art & Visual Culture

Project Experience

Awakening Nourishing Fires Project, City of Santa Cruz Economic Development Department, California Environmental Quality Act (CEQA) Compliance and Local Historic Preservation Permitting Support, Santa Cruz, California. *Project manager and lead investigator for built environment resources.* The purpose of the project proposes to repair and rehabilitate the Anthony's Flight staircase in order to install a tile mosaic on the risers. The City of Santa Cruz required a qualified architectural historian assess the proposed project for conformance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, specifically, the Standards for Rehabilitation. Dudek provided consultation for a suitable design of for the repair work and authored the memorandum providing an analysis of how the project conforms with the Secretary of the Interior Standards. The results of the assessment found that the project conforms with the Standards for Rehabilitation. (May 2023)

Former Navy Property Restoration Project, The Port of Hueneme Oxnard Harbor District, California Environmental Quality Act (CEQA) Compliance, The Port of Hueneme, Oxnard, California. *Co-investigator for built environment resources.* The purpose of the proposed project is to demolish existing buildings on a 1.7-acre area that would then be graded and paved for use in ongoing Port operations. Dudek prepared the Built Environment Resources Inventory and Evaluation Report for the Former Navy Property Restoration Project. The report concluded that one historical resource, the Port Hueneme Lighthouse, is located within the built environment study area was previously determined individually eligible for the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). While the Port Hueneme Lighthouse is a CEQA historical resource, none of the previous documentation provided an evaluation of the associated historic-age buildings on the property, collectively referred to as the Port Hueneme Light Station, that were to be demolished in conjunction with the project. The report concludes that the Port Hueneme Light Station as a multi-component site does not appear

eligible under any NRHP or CRHR designation criteria and is therefore not considered a historical resource for the purposes of CEQA. Dudek defined sufficient historical significance parameters for the Port Hueneme Lighthouse and prepared a detailed impacts analysis. The finding for built environment historical resources under CEQA is less than significant and no mitigation was required. (August 2022)

As Needed Historic Research Consulting Services, City of Coronado, California. Served as architectural historian and co-author of the Historical Resources Evaluation Report. Dudek was retained by the City of Coronado to provide as-needed historic consulting services for projects in Coronado. Each evaluation involved the creation of an occupancy timeline, supplemental research on occupants, architect/builder, property, building development research, a pedestrian survey of the project area, a description of the surveyed resource, and completion of a historical significance evaluation report in consideration of designation criteria and integrity requirements. Acting as architectural historian, Ms. Steffen co-authored the historical resource evaluation report for a property located at 121 G Avenue in June of 2020. (2019–Present)

Department of Water Resources, State of California. Dudek was retained by the State of California's Department of Water Resources to prepare a historic context statement for historic-aged infrastructure related to the State Water Project, as well as Historical Resources Technical Reports for various State Water Project maintenance projects. Over the course of this multi-year project, Dudek provided technical assistance in creating individual and state-wide historical context statements and significance evaluations for state-owned water infrastructure. Acting as architectural historian, Ms. Steffen co-authored historical resource evaluation reports for the Clifton Court Forebay. (2020–Present)

Mira Mesa Community Plan Area (CPA) Historic Context Statement and Mira Mesa CPA Focused Reconnaissance Survey, City of San Diego Planning Department, San Diego, California. *Co-author.* Dudek was retained by the City of San Diego to prepare a historic context statement identifying the historical themes and associated property types important to the development of Mira Mesa, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the Mira Mesa CPA. This study was completed as part of the comprehensive update to the Mira Mesa CPA and Programmatic EIR. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between 1969 and 1990. (2020)

University CPA Historic Context Statement and University CPA Focused Reconnaissance Survey, City of San Diego Planning Department, San Diego, California. *Co-author.* Dudek was retained by the City of San Diego to prepare a historic context statement identifying the historical themes and associated property types important to the development of University, accompanied by a reconnaissance-level survey report focused on the master-planned residential communities within the University CPA. This study was completed as part of the comprehensive update to the University CPA and Programmatic EIR. While the historic context statement addressed all development themes and property types within the community, the scope of the survey was limited to residential housing within the CPA constructed between the 1960s and 1990s. (2020)

Historic Context Statement for Reservoirs, City of San Diego Public Utilities Department, San Diego, California. Ms. Steffen served as architectural historian and co-author of the historic context statement for El Captain Dam and reservoir. Dudek is also preparing detailed impacts assessments for proposed modification to dams, as required by Division of Safety Dams. The project involves evaluation of at least 10 dams for historical significance in consideration of NRHP, CRHR, and City designation criteria and integrity requirements, and requires extensive archival research and pedestrian survey. Upon completion of the project, the City of San Diego will have a streamlined document for the management of their historic dam and reservoir infrastructure. (2018)

E. RESUMES OF NON-KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Ione R Stiegler, FAIA	Principal Architect	39	33

15. FIRM NAME AND LOCATION *(City and State)*

IS Architecture, La Jolla, CA

16. EDUCATION	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
M. Architecture II – Historic Preservation, Tulane University, 1986 M. Architecture I, Tulane University, 1983 B. Architecture, Tulane University, 1983	State of California – Architect C 19425

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Add professional summary here.

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION *(City and State)*

San Diego-Coronado Bay Bridge Physical Suicide Deterrent Project
Coronado, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020-2023	NA

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm



The goal of the project is to establish a physical suicide deterrent barrier on the San Diego-Coronado Bay Bridge.

Role. Ms. Stiegler served as PQS Architectural Historian and Historic Preservation Specialist on the IS Architecture team for this project to provide a cultural resources eligibility evaluation and impact analysis for the project. Ms. Stiegler assisted in the development of a Caltrans-format HRER that established the eligibility of the Bridge and related resources as a National Register of Historic Places historic district.

A Caltrans-format Historic Property Survey Report (HPSR) then evaluated the proposed project for impacts to those historical resources. Ms. Stiegler served on the Cultural team providing guidance on the Secretary of the Interior Standards and design options of the proposed project. She assisted in developing a Finding of No Adverse Effect with Standard Conditions for finalized design option Alternative 1F: Vertical Net on Existing Railing. Client: Caltrans D11. She served on the Team's VA Workshop and reviewed the test panels on the Mock-Up.

Cost: $98 Million Length of time on project: 04/2020-12/2023

b. (1) TITLE AND LOCATION *(City and State)*

State Road 163 Bridge Rail Upgrade Project - San Diego, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019 - ongoing	NA

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm



The project evaluated the potential impacts of a Caltrans project to upgrade four overcrossings over State Road 163 to meet current safety criteria. All four of the bridge overcrossings are contributing elements to the Cabrillo Freeway Historic District, which was found to be eligible for the National Register of Historic Places.

Role. Ms. Stiegler served as PQS Historic Preservation Specialist She reviewed the Washington Street Bridge, the University Avenue Bridge, Robinson Street Bridge, and Quince Street Bridge for significance, integrity, and character defining features. The scope of work also required a determination of the viability of alternative guardrail design options that meet the Secretary of the Interior's Standards for the Treatment of Historic Properties

Cost: $24,000 (fee) Length of time on project: 10/2019 - ongoing

c. (1) TITLE AND LOCATION *(City and State)*

Fort Rosecrans National Cemetery Superintendent's Lodge Historic Structure Report, San Diego, CA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2020 - ongoing	NA

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm



The Lodge is a one-story structure built in 1936 in the Spanish Colonial Revival style. It was constructed of hollow terra cotta tile and stucco with a concrete foundation. Ms. Stiegler was part of the team that conducted site visits to assess the current condition of the Lodge. Following the *Secretary of the Interior's for the Treatment of Historic Properties,* the intended treatment of the exterior is preservation of character-defining features, maintenance, and minor restoration. The interior will be maintained as offices with preservation of character-defining features and possible reversal of non-sympathetic treatments, materials, and finishes.

Role. Ms. Stiegler served as Architectural Historian on this project to provide a Historic Structure Report as an update to a Historic Structure Assessment Report on the Lodge completed nine years prior. *Cost: $127,000 (fee) Length of time on project: 05/2020 - ongoing*

d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	Historic Preservation Work Plan for the Peter C. Peters House, Colton, CA	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2020 - 2022	NA
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	



The Peters House was constructed in 1875 and is individually eligible for listing on the National Register of Historic Places, the California Register of Historical Resources, and for local designation in the City of Colton.

The Peters House is associated with the early agricultural development of the region. It is also designated as an increasingly rare property type as a National-Folk-type vernacular home. A rear adobe wing is also present. Ms. Stiegler was part of the team conducting a thorough on-site investigation that included examining physical remains for evidence of construction sequencing and identifying character-defining features. Findings in the report included an updated building chronology and two new reports covering approaches for mothballing and monitoring the resource.

Role. Ms. Stiegler served as Architectural Historian on this project to review, provide updates to, and create a mothballing and monitoring plan for the Historic Preservation Work Plan for the Peter C. Peters House.

Cost: $31,000 (fee) Length of time on project: 10/2020-08/2022

e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	Historic Customs House – Architectural Rehabilitation San Ysidro Land Port of Entry, San Diego, CA	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2016 - 2019	NA
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	



Stiegler served as the Principal Architect on this GSA project for the historic rehabilitation of the San Ysidro Land Port of Entry Customs House, a structure built in 1933 that has become the busiest land port of entry in the Western Hemisphere. IS Architecture, in conjunction with Hensel Phelps, Stantec, RJC, and GSA, began the process of planning and executing the rehabilitation and addition to this 21,508 square feet historic resource in 2015. The team prepared the Historic Properties Protection Plan as well as Schematic Design, Design Development, and Construction Documents for the Secretary of the Interior's Standards appropriate rehabilitation design.

Role: Ms. Stiegler served as the Principal Historic Preservation Architect.

Total Project Cost: $13 Million / $343,000 (fees) *Length of time on project: 04/2016-02/2019*

E. RESUMES OF NON-KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Jasoda A. R. Silva	Associate Designer and Historic Preservation Specialist	13	7 months

15. FIRM NAME AND LOCATION *(City and State)*

IS Architecture (La Jolla, CA)

16. EDUCATION	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MArch, Architecture Certificate, Historic Preservation BArch, Architecture and Urbanism	Assoc. AIA (CA) - 39301242

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Add professional summary here.

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION *(City and State)*

Museum of Riverside, Robinson House, Riverside, California

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023 - ongoing	NA

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm



The Robinson House, located in Riverside, CA, is a historically significant structure closely intertwined with the Harada House, a landmark in the narrative of civil rights and Japanese American history in the United States. IS Architecture is currently undertaking a transformative project involving Robinson House. IS Architecture mission is to convert the Robinson House into the Interpretive Center for the Harada House, which will serve as a vital space for honoring the rich history of the Harada House and its contributions to civil rights. This project is a testament to our commitment to preserving historical integrity while adapting the Robinson House to meet contemporary needs.
Role: Ms. Silva serves as the Historic Preservation Specialist and Associate Designer
Cost: $286,798.00 (fees) Duration on Contract: 05/2022 – ongoing

b. (1) TITLE AND LOCATION *(City and State)*

City of San Diego, Evan V. Jones Parkade, San Diego, California

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023 – ongoing	NA

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project performed with current firm



The City of San Diego is requesting a Historic Preservation Architect review the proposed repairs for the Evan V. Jones Parkade for conformance with the Secretary of the Interior Standards for Rehabilitation (SOIS). IS Architecture is providing guidance to the engineering and construction team reviewing the solutions to the spalling concrete and repairs that will meet the SOIS.
Role: Ms. Silva serves as the Historic Preservation Specialist.
Cost: $78K (fees) Length of time on project: 10/2023-ongoing

c. (1) TITLE AND LOCATION *(City and State)*

Sea Village Owners Association, Sea Village, Del Mar, California

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023 – 2025 (EST)	NA

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☒ Check if project perfrmed with current firm



IS Architecture's engagement with the Sea Village Owners Association (SVOA) encompasses two primary responsibilities: firstly, to provide professional architectural and planning services for the comprehensive remodel of the clubhouse, working in collaboration with existing SVOA committees to ensure the renovation aligns with the community's aesthetic goals while preserving its architectural integrity. Secondly, the firm is tasked with offering ongoing consultancy services to support issues related to sustainability in architectural design and building standards, compliance with future state-mandated climate change regulations, and the integration of new energy conservation technologies.
Role: Ms. Silva serves as the Historic Preservation Specialist and Associate Designer
Cost: $57K Length of time on project: 11/23/2023-2025 EST

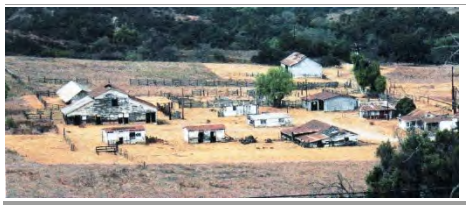
d. (1) TITLE AND LOCATION *(City and State)*

County of San Diego Parks and Recreation, Rancho Lilac, Valley Center, California

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023 – ongoing	NA

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE

☐ Check if project performed with current firm



IS Architecture is responsible for surveying the existing conditions, creating existing conditions drawings, and preparing two levels of preservation building condition assessments and treatment recommendations.
Role: Ms. Silva serves as the Historic Preservation Specialist and Associate Designer
Cost: $117,300 (Fees) Length of time on project: 08/2023-ongoing

E. RESUMES OF NON-KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		A. TOTAL	B. WITH CURRENT FIRM
Peter Kempson	Historic Preservation Specialist and Associate Architectural Project Manager	7	1

15. FIRM NAME AND LOCATION *(City and State)*

IS Architecture, La Jolla, CA

16. EDUCATION	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Master of Architecture, University of Virginia, 2015 Master of Architectural History, University of Virginia, 2015 B.S. History and Engineering (Mechanical) (Trinity College, Hartford CT), 2011	NA

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Qualifications: *Peter Kempson is a Secretary of the Interior-qualified Historic Preservation Specialist, with experience in historic research, condition assessments, and architectural design. Mr. Kempson's experience includes work on historic structure reports, historic resource evaluations, local historic nominations, building condition assessment reports, and historic architectural design projects. These projects have been at Local, State, and Nationally Historic Designated Sites. Mr. Kempson is intimately familiar with the Secretary of the Interior's Standards for the Treatment of Historic Properties. His qualifications exceed the requirements established by the National Park Service for Historic Architecture and Architecture as published in the Code of Federal Regulations, 36 CFR Part 61.*

Professional Memberships: Associate AIA, Orange County Chapter; Society of Architectural Historians, Southern California Chapter; Vernacular Architecture Forum

Training: 2022 CEQA Essentials Workshop(AEP, Fall 2022); CEQA in Three Parts: Digging Deep into Land Use Law & Historic Preservation (CPF July 2022)

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Capitol Park Hotel – Mercy Housing, Sacramento, CA	2019-2022	2021-2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	



The historic building from 1912 was originally constructed as two structures and has served as a business college, two separate hotels, and commercial space. The project was to rehabilitate the building into transitional housing with 134 studio apartments, resident services, and ground-floor commercial space along with modernization and seismic upgrades.

Role. Mr. Kempson served on the project Team as an architectural designer and developed architectural plans, coordinated with consultants through permitting and bidding, and respond to RFIs, coordinate, and submit permit revisions throughout construction.

Duration on Contract: 11/2021 – 08/2022.
Scope of Work: Architectural Rehabilitation and Seismic Stabilization

b. (1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Chamber Courthouse Turnstile Evaluation, Study—GSA, Los Angeles, CA	2021	NA
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	



Constructed as a hotel in the 1920s and 1930s, the historic Chambers Courthouse required the installation of new automatic security turnstiles in the historic entrance foyer. The challenge was to identify a product, finishes, and location that were compatible with the historic resource; provided the required security and circulation; and had minimally destructive installation. The report reviewed multiple products and design schemes and provided a final design recommendation to the client.

Role. Mr. Kempson served on the project team as an architectural designer and developed design option studies and final recommendation.

Duration on Contract: 03/2021 – 07/2021.
Scope of Work: Design studies and final recommendation.

c. (1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

Lincoln High School Modernization—LAUSD, Los Angeles, CA	2021-2022	NA
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	



The historic High School Complex features a historic district with buildings dating to the 1930s and 1940s and was an active site of Chicano student protests in the 1960s. A campus-wide rehabilitation project included the rehabilitation of four historic buildings and standards analyses of the rest of the modernization effort. The project was divided into multiple phases and packages, including the demolition of non-contributing resources, rehabilitation of contributing resources, and new construction in the historic district. The historic preservation team conducted Secretary of the Interiors Standards Compliance Analyses of each project phase and package.
Role. . Mr. Kempson served as an architectural designer on the historic preservation consultant teams and helped prepare for and carry out conditions assessments of the historic resources, develop historic preservation Temporary protection plans, and historic artifact and treatment schedules, and provide SOI standards analysis for the multi-phased and packaged project.
Duration on Contract: 10/2021 – 08/2022.
Scope of Work: Historic Preservation consultant for campus modernization and SOIS Analysis

d. (1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Carlton House Complex—USAFA, Colorado Springs, CO	2021-2025 (EST)	2022 -2025 (EST)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	



The historic Carlton House Historic District, now located within the United States Air Force Academy campus, was built in 1932 by San Diego architect Richard Requa and the main building is now the residence of the Academy Superintendent. IS Architecture was contracted to serve as a historic preservation consultant on a modernization project of multiple structures and provide historic preservation consulting services including
an onsite conditions assessment, SOIS and Section 106 analysis of proposed designs, Section 106 technical reports for SHPO, and preservation architectural consulting and construction monitoring.
Role. . Mr. Kempson served as Historic Preservation Specialist and Associate Architectural Project Manager.
Duration on Contract: 10/2021 – 2025 (EST)

Cost of project: $147,265.00 (Fees)
Scope of Work: conditions assessment, SHPO, SOIS, Section 106 Analysis and coordination, architectural consulting, and construction monitoring

e. (1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Harada House Structural Retrofit— City of Riverside, Riverside, CA	2022-2025 (EST)	NA
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	☒ Check if project performed with current firm	



Originally built in the 1880s and expanded in the 1910s, the history of the Harada Family at 3356 Lemon St. provides an exceptional view of Japanese American life in California in the first half of the 20th century. The house, now in the care of the Museum of Riverside, is to need of seismic stabilization and architectural rehabilitation before its rehabilitation into a House Museum. IS Architecture has been contracted to provide Conceptual and Design Services and Design Services Management and Construction Administration to conduct a conditions assessment of the property, conduct a structural stabilization, and prepare the site for rehabilitation into a House museum. Role. Mr. Kempson served as Historic Preservation Specialist and Associate Architectural Project Manager.
Duration on Contract: 05/2022 – 2025 (EST)
Cost of project: $2.5 Million
Scope of Work: Conditions Assessment, Architectural drawings and coordination for structural stabilization and future architectural rehabilitation project

CATEGORY 8

Public Facilities



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Greg Ripperger, PE

PUBLIC FACILITIES PROJECT MANAGER

Greg Ripperger (*GREG RIP-er-ger; he/him*) is a project manager with 15 years' professional experience as a water engineer specializing in master planning, water system design, construction management, and hydraulic modeling.

Mr. Ripperger has worked as a project manager for Civiltec Engineering and as a project engineer for the U.S. Army Corps of Engineers. Mr. Ripperger works with clients to quickly understand and solve their water/wastewater issues throughout a wide range of projects. He thrives in managing complex projects with unique solutions.



Education

Oklahoma State University
BS, Civil Engineering
Cum Laude, Honors

Certifications

Professional Engineer, CA No. 79499; AZ No. 67991

Water Audit Validator, American Water Works Association

Professional Affiliations

American Water Works Association

Southern California Water Utilities Association

Relevant Previous Experience

Catalina Island Drought Contingency Plan, Southern California Edison, Catalina, California. In conjunction with Bureau of Reclamation, worked with Southern California Edison (water purveyor), the City of Avalon, Catalina Conservancy, and other stakeholders to develop the island's Drought Contingency Plan. The island experienced severe water rationing requirements during the 2012–2016 drought due to multiple dry years that reduced available water supplies. The island has a desalination plant, but the plant is not capable of meeting the island's full water demand. The plan considered the island's vulnerabilities, current drought monitoring practices, and water conservation triggers to assist in developing a comprehensive drought monitoring and response plan to preserve water supplies for future droughts. The plan is still under development.

Design of New Supply Recycled Water and Potable Water Pipelines on the Reservation, Barona Band of Mission Indians, Lakeside, California. Project manager for the design services for new supply pipelines for potable and recycled water from Ramona Municipal Water District. Dudek recently completed a preliminary design report detailing the alignment and design requirements for the pipeline. The potable water pipeline will be 12 inches and will require a small pump station and a pressure reducing station. It will connect to Ramona's 16-inch pipeline in San Vicente Road and will run approximately 39,000 linear feet to the intersection of Barona Road and Dump Road. Due to the elevation difference from the connection point to the high point of the pipeline, it will be necessary to construct a small booster station near the reservation boundary. The pipeline will then descend to the reservation's lower pressure zone where a pressure reducing station will be constructed at the lower pressure zone boundary to decrease the pressure as it enters the zone. The project is currently under design by Dudek.

2020 Riverside Facilities Master Plan, Western Municipal Water District, Riverside, California. Acting as water systems task lead on this project to provide Western Municipal Water District with its 2020 Riverside Facilities Master Plan. The goal of the project is to develop a clear and usable document that addresses the short- and long-term needs associated with the district's potable water, sewer, and recycled water systems within the

Riverside Service Area. The project includes review and validation of the district's water and recycled water hydraulic models, construction and calibration of a sewer hydraulic model, and review and evaluation of the capacity of the district's treatment facilities. Potable water, recycled water, and wastewater collection system Capital Improvement Program projects will be integrated, and their timing will be based on growth projections. Dudek is developing a browser-based tool to track the Capital Improvement Program and evaluate project triggers to forecast and update project timing. The project also includes development of a program environmental impact report and financial strategy to update connection and capacity charges.

2020 Water Master Plan and Rate Study, City of Covina, California. Served as project manager. Completed a full review of the City of Covina's water system, including a full asset condition assessment, system analysis, water model update, and water rate study (conducted in coordination with Raftelis). Compiled and prioritized the projects identified to establish a 5-year capital improvement plan. Presented the recommendations of the Water Master Plan and Rate Study to the Covina City Council for adoption. The Water Master Plan was finalized in July 2020, and the Rate Study was finalized and implemented in February 2021.

2020 Water Master Plan Update, City of Brea, California. Served as project manager. Completed a thorough update of the City of Brea's 2009 Water Master Plan, which included updating supply and demand projections, reviewing buildout projections, and re-analyzing all the system's assets. Worked with Psomas to rebuild the City's geographic information system database and water model based on existing as-builts. Compiled a detailed capital improvement plan based on analyses performed, evaluation of operational issues, and review of previous Master Plan capital improvement programs. Prioritized projects, created cost estimates, and developed individual project descriptions for the capital improvement plan. The draft report was completed in December 2020.

2017 Water Master Plan, San Antonio Water Company, Upland, California. Served as project manager. Performed analysis on the San Antonio Water Company's two separate distribution systems: retail potable water to San Antonio Heights and wholesale irrigation water. The irrigation system is a complex system that sells water to other water agencies through direct connections and groundwater basin recharge. The purpose of the Water Master Plan was to analyze both systems to identify necessary infrastructure improvements. It also included facilitating and implementing a strategic plan within the organization to provide a company-wide vision for the future. The Company is a stakeholder-owned water mutual company that includes the City of Upland, Inland Empire Utilities Agency, several water agencies, and the residential and commercial customers on the retail side. The Water Master Plan was published in December 2017.

Groundwater Treatment Plant Wells 1 & 2 Drilling and Equipping, City of Long Beach, California. Dudek is currently providing the City of Long Beach with complete hydrogeological and engineering services for the planning, design, engineering, and field oversight for the installation of two new municipal supply wells adjacent to the Long Beach Groundwater Treatment Plant. Dudek is preparing the preliminary design reports; developing the 30%, 60%, and 90% technical specifications and assisting with the bidding process; and providing on-site hydrogeological field oversight for all activities related to the drilling, construction, development, testing, and equipping of the two new wells. Additionally, Dudek is providing permitting support services for the State Division of Drinking Water permitting process and support for the Los Angeles County Flood Control, National Pollutant Discharge Elimination System, City of Long Beach, and Long Beach Airport Federal Aviation Administration permitting.

Charles Greely, PE, LEED AP

PUBLIC FACILITIES



Education

University of Washington
BS, Civil Engineering

Certifications

Professional Civil Engineer (PE)
CA No. 69056; WA No. 40823

South Coast Air Quality Management District Fugitive Dust Control Certification, No. 05-08-3112

LEED AP

Professional Affiliations

California Water Environment Association, State Board of Directors 2013–2019

Charles Greely (CHAR-uhls GREE-lee; he/him) is a civil engineer with 23 years' experience working with public and private entities on infrastructure improvement projects throughout California. Mr. Greely provides a diverse skill set, having provided project management and design services on water resource, wastewater treatment, environmental mitigation and restoration, stormwater management and quality control, transportation, and site development projects. As a Leadership in Energy and Environmental Design Accredited Professional (LEED AP), he specializes in the application of low-impact development techniques for infrastructure improvement projects. Mr. Greely is experienced in federal, state, and regional permits and requirements for construction work within sensitive environmental settings and can therefore successfully bridge the gap between environmental concerns and cost-efficient, field-tested construction solutions.

Project Experience

Lake Hodges Reservoir Oxygenation System, City of San Diego, California Project Manager and technical lead for the evaluation of liquid oxygen management systems for the City's Hypolimnetic Oxygenation System (HOS) Project. The HOS Project is intended to improve water quality issues by addressing algal production and eutrophication. Evaluation efforts included review of the existing gravel access road to determine viability of the road as a delivery route for liquid oxygen supply. The access road included segments of native dirt, improved gravel, and improved asphalt with numerous culvert crossings. Dudek evaluated load criteria for various delivery vehicles with respect to the existing road structural sections and the structural capacity of the existing culverts. The turning movements for the delivery vehicles were also analyzed along the road and the proposed site improvements for the HOS facility to ensure site accessibility was preserved. In addition to liquid oxygen delivery evaluation, Mr. Greely led the effort to evaluate on-site oxygen generation. The evaluation included a review of on-site generation technologies, power demand criteria, impacts to the site and surrounding areas, permit requirements, and long-term operations and maintenance considerations and costs.

Lake Hodges Natural Treatment System Design, San Diego, California. Design Engineer and manager for the development of a natural treatment system for a portion of the tributary drainages to Lake Hodges, San Diego, California. The lake is a manmade reservoir that is used in part for drinking water storage and is 303(d) listed for several pollutants. Assisted with hydrologic modeling and water quality modeling, including best management practices (BMP) pollutant reduction analysis. Following acceptance of the model, improvement plans will be prepared for a pilot project to test the efficacy of the BMPs.

El Camino Memorial Park, City of San Diego, California. Served as the engineering manager for evaluating the existing conditions associated with the emergency installation of riprap to protect building, sound wall, and road improvements associated with El Camino Memorial Park in San Diego, California. Since the slope protection was

installed under an emergency permit from the City and U.S. Army Corps of Engineers, the property owner was subject to penalties associated with non-compliance with the terms of the emergency permit (the riprap installation was intended to be temporary). As part of the Site Development Plan application for approval of permanence of the riprap, Dudek prepared a hydraulic model of approximately 2,000 linear feet of Carroll Canyon Creek. The hydraulic model included cross-sections at 25-foot intervals for use in both HEC-RAS and HEC-GeoRAS analysis of the creek. Dudek performed steady-state analysis to determine the hydraulic capacity, hydraulic depth, velocity, hydraulic grade line, and energy grade line of a 100-year storm.

Midway Street Bluff–Storm Drain and Slope Repair Project, City of San Diego, California. Worked with the City of San Diego to analyze the damage associated with a failed storm drain system located within Midway Street. Midway Street terminates at a bluff above the Pacific Ocean, and extensive damage occurred to the bluff, including erosion and loss of infrastructure. Dudek provided a review of the watershed boundaries and potential flow generation to the storm drain system, a review of upstream BMP placement that could help prevent future maintenance issues, and a complete set of design plans and specifications for repair of the damaged storm drain and eroded bluff.

Poway Pump Station Access Road, Ramona Municipal Water District, Ramona, San Diego County, California. Provided project management and preliminary engineering design services for the preparation of a preliminary design report and initial study California Environmental Quality Act document preparation for the reconstruction and rehabilitation of the Poway Pump Station Access Road through the Blue Sky Reserve. The access road is an approximately 1.5-mile unpaved route adjacent to Sycamore Creek that serves as the sole point of access for the operation, maintenance, and replacement of equipment at the facility. Emergency repairs to the facility following the Witch Creek Fire were significantly delayed due to physical obstruction and erosion of the road from previous storm events. Improvements included the installation of reinforced concrete pipe box culverts to replace damaged and/or silted existing culverts, and the installation of low water crossing structures with integrated box culverts at several locations without existing drainage structures. Road surface remediation measures included the use of interlocking Armorflex pavers to reduce erosion along stretches of the road subject to inundation of floodwaters from the adjacent creek. Project costs and maintenance provisions were also analyzed and included in the final preliminary design report.

West Mission Bay Bridge Traffic Control Plan, Flatiron Construction, City of San Diego, California. Lead engineer for the preparation of alternative staging and traffic control plans for the West Mission Bay Drive Bridge crossing the San Diego River. The alternative staging plan allowed for half of the existing bridge to accommodate two-way traffic during demolition and construction of the west bound lanes of the new bridge. The staging allowed for an accelerated construction schedule, reduced traffic impacts to residents and businesses, and saved the City over $1,000,000 in cost.

Cameron Solar Project, San Diego County, California. Served as lead technical engineer and project manager for the preparation of plot plans and preliminary grading and drainage plans for the 30-acre projects in East San Diego County. The project features 9,360 photovoltaic modules laid out on the site to avoid conflicts with existing easements the bisected the project site as well and rock outcroppings and oak trees, and to provide the required fire buffer from property lines. The plot plans included the array layout and locating facilities including access roads, inverter and switchgear, maintenance staff parking and staging areas, and access roads. Preliminary grading plans included rough grading design for the array layout, profile and cross sections of access road, and locating and sizing water quality basins form National Pollutant Discharge Elimination System compliance.



Alexandra Cortes

MS, EIT

Professional Experience

D-MAX Engineering, Inc., 2022 to Present

Clearwater Hydrology, 2021

Education

University of California, Berkeley, M.S., Environmental Engineering, 2021

Certifications/Registrations

Engineer-in-Training (EIT) Certification #175439 California, 2021

Skills/Expertise

- PCSWMM
- HEC-RAS
- AutoCAD Civil 3D
- ArcGIS
- Wet Weather Monitoring
- Hydraulic Modeling
- SWQMP Review

Profile Summary

Alexandra Cortes is a Staff Engineer I with a Master's degree in Environmental Engineering with a concentration in Water Quality. She has experience performing hydraulic modeling and engineering for urban drainage facilities and flood control improvements. She has assisted with Storm Water Quality Management Plan and Drainage Study reviews for multiple jurisdictions. She also has experience designing Municipal Waterways Maintenance Plans for the City of San Diego.

Relevant Experience

City of San Diego, FEMA Floodplain Support, San Diego, CA. Reviewed Letter of Map Revision and Conditional Letter of Map Revision (LOMR/CLOMR) applications submitted by private developments for acceptance by FEMA to assure compliance with FEMA floodplain and floodway requirements. Reviewed HEC-RAS models and hydrologic/hydraulic analyses associated with the re-mapping of the floodplain and/or floodway.

City of San Diego, San Diego River and San Diego Bay Watershed. Drew stormwater conveyance system features and updated attributes based on reviewing as-built plans. The updated stormwater conveyance system data is being used for asset management and watershed modeling.

City of San Diego, Mission Bay Watershed and San Diego River Master Plans, CA. Responsibilities included the preparation of one-dimensional and two-dimensional hydraulic analysis of the Mission Bay and San Diego River watersheds using PCSWMM to identify areas of flooding and potential locations for regional Best Management Practices. Developed cost estimates and project prioritization scoring system for proposed improvements

City of San Diego, Waterways Maintenance Plan, San Diego, CA. Developed detailed CAD models of open channel drainage facilities throughout the City. Following proposed design, removal/repair quantities and recommendations for maintenance activities were provided to the city and incorporated into a City-wide maintenance plan.

San Diego Unified Port District, As-Needed Storm Water Services, Port of San Diego, CA. Prepared updated stormwater requirements manual for development projects, including guidance for green streets projects. Currently is preparing training materials for Port staff. Reviewed stormwater management plans (SWQMP) submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit. Reviewed Grading/Improvement plans submitted by private developers for acceptance by the City.

City of Santee, Storm Water Services, Santee, CA. Reviewed stormwater management plans (SWQMP) submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit. Reviewed Grading/Improvement plans, and project drainage/hydrology studies submitted by private developers for acceptance by the City.

City of Lemon Grove, Storm Water Services, Lemon Grove, CA. Reviewed stormwater management plans (SWQMP) submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit. Reviewed Grading/Improvement plans submitted by private developers for acceptance by the City.



Arsalan Dadkhah

PhD, MS, QSD/QSP, QISP ToR

Professional Experience

D-MAX Engineering, Inc., 1996 to Present

Woodward-Clyde Consultants, 1987-1996

Montgomery Watson Consulting Engineers, Inc., 1984-1987

Tehran Regional Water Authority, 1969-1978

Education

Utah State University, Ph.D., Civil and Environmental Engineering (Hydrology and Water Resources), 1984

Utah State University, M.S., Civil and Environmental Engineering (Hydraulics), 1981

College of Science and Technology, Tehran, Iran, B.S., Mechanical Engineering, 1967

Certifications/Registrations

Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP) #22248, 2010

Industrial General Permit Trainer of Record (ToR) and Qualified Industrial Storm Water Practitioner (QISP) #00025, 2015

Profile Summary

Dr. Dadkhah is a registered Civil Engineer with more than 40 years of engineering experience, of which storm water and water quality have been the primary focus. During the last 31 years, he has been working with consulting firms, mainly in the field of water quality; since 1990 he has worked strictly in storm water management. Dr. Dadkhah's experience includes managing a range of storm water projects throughout Southern California for the federal government, local municipalities, and private entities.

Relevant Experience

City of Chula Vista, Storm Water Services, Chula Vista, CA, Principal In Charge. Provides overall management and QA/QC to ensure that the City's dry weather monitoring program and trash Amendments planning efforts are meeting relevant Regional MS4 Permit requirements.

City of Menifee, Storm Water Services, Menifee, CA, Principal Engineer. Performed and coordinated reviews of Water Quality Management Plans (WQMPs) and drainage studies for new developments projects. These services included a complete hydrology and hydraulics review for the new developments to verify compliance with the Riverside County Flood Control and Water Conservation District.

City of National City, Storm Water Services, National City, CA, Principal Engineer. Provided complete storm water services to the City since 2004. The project involves overall management to ensure that the various components of the City's storm water program are meeting relevant Municipal Permit requirements. Tasks included water quality monitoring, dry weather source investigations, compliance inspections, training, SWQMP and drainage study reviews, assisting in grant applications, annual reporting, GIS and database management, and Jurisdictional Runoff Management Program preparation.

County of San Diego, Dry Weather Field Screening and Analytical Monitoring and Targeted Dry Weather MS4 Outfall Monitoring Programs, San Diego, CA, Principal Engineer. Oversaw field work for the County of San Diego's Dry Weather Monitoring Program and the Targeted Dry Weather MS4 Monitoring Program. Coordinated field crew activities, including quality assurance audits with County staff, sampling, field analytical testing, conducting visual observations, flow rate estimation, and trash assessments.

City of La Mesa, Storm Water Services, La Mesa, CA, Principal Engineer. Provides overall management of the City's Dry Weather Major MS4 Outfall Discharge Monitoring and Reporting program, which includes non-storm water persistent flow sampling and follow-up source investigations.

City of Lemon Grove, Storm Water Services, Lemon Grove, CA, Principal Engineer. Technical advisor for dry weather outfall monitoring and source investigations since 1996. Reviews SWQMPs submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit.

City of Menifee, Storm Water Services, Menifee, CA, Principal Engineer. Performs and coordinates reviews of Water Quality Management Plans (WQMPs) and drainage studies for new developments projects.

City of La Mesa, University Avenue, La Mesa, CA, Project Manager. Conducted a hydrology study to evaluate the feasibility of using the existing medians within the University Avenue to create bioretention areas for the purpose of water quality improvement. The study estimated the runoff from the adjacent drainage areas and potential capacity of the proposed bioretention areas in the medians of the University Avenue to provide water quality improvement. The project was completed on time and in budget.

City of National City, Paradise Creek DAC Grant, National City, CA, Project Manager. Conducted hydrologic study to determine detention basin requirements for flood control purposes for Paradise Creek near the intersection of Plaza Boulevard and Paradise Valley Road using HEC-HMS. Developed a hydraulic model in HEC-RAS to assess the impact of the hydrology results on the existing residential properties.

City of La Mesa, Alvarado Channel Rehabilitation, La Mesa, CA, Project Manager. Responsible for HEC-RAS modeling for creek rehabilitation project to convert a concrete reach to a natural/vegetated channel. Completed hydraulic modeling to verify 100-year storm conveyance capacity in the post-project condition and to evaluate velocity and shear stress to select suitable materials to protect the rehabilitated channel from erosion.

City of Poway, Detention Basin Retrofit, Poway, CA, Project Manager. Performed hydrology study to determine water quality (85th percentile) volume to five regional detention basins that were originally constructed for flood control. Prepared conceptual design for riser structure retrofits to allow the basins to serve as water quality features to meet post-construction standards for a large industrial/commercial area in the south part of the City. Completed basin analysis to show that after retrofits the flood control function of the basins would still be preserved.

City of San Diego, Storm Water Compliance Inspection Program, San Diego, CA, Principal Engineer. Provided technical support and oversight on industrial, commercial, and treatment control inspections. Tasks included preparing inspector guidance manual, inspection of industrial, commercial sites, evaluation of BMPs and any permit-related documents, providing recommendations for proper BMPs, reporting violations to the City, preparing databases for record keeping, follow-up actions and annual reporting. Additionally, completed as-needed research of projects required to install treatment control BMPs in response to Regional Board data requests.



John Quenzer

MS, CPSWQ, QSD/QSP

Professional Experience

D-MAX Engineering, Inc., 2004 to present

City of San Diego, Environmental Services Division, 2001-2002

Education

Johns Hopkins University, M.S., Environmental Engineering and Science, 2014

University of California, San Diego, B.S., Environmental Chemistry, 2002

Certifications/Registrations

Certified Professional in Storm Water Quality (CPSWQ) #693, 2011

Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP) #24039, 2015

Years of Experience: 20

Profile Summary

John Quenzer is a Principal Scientist. Mr. Quenzer possesses extensive experience in watershed and jurisdictional stormwater program development, implementation, and reporting.

Relevant Experience

City of San Diego, As-Needed Stormwater Services, San Diego, CA, Task Leader. Technical lead on updates to stormwater requirements manual for development projects (Stormwater Standards Manual), and trains plan reviewers and CIP project managers in other departments. Provides input on stormwater design for green street and park projects. Prepared models to evaluate feasibility of storm water capture at several sites in the City. Developed conceptual design for green street projects at several locations in the City, and water quality treatment concepts for projects along streets and in parks in the Los Peñasquitos Watershed. Oversaw hydraulic modeling to support channel maintenance planning. Prepares annual reports for the City and regularly interfaces with water quality regulators.

City of National City, Storm Water Program, National City, CA, Project Manager. Mr. Quenzer has managed the National City Storm Water Services project since 2006. During this time he has helped the City win over $10 million in grants for multi-benefit projects. These projects have included stormwater treatment, stream restoration, flood mitigation, bicycle and pedestrian pathways, park improvements, urban forestry, and construction of affordable housing in disadvantaged communities. Work included preparing grant applications; preparing conceptual designs; hydrologic, hydraulic, and water quality modeling; wet weather BMP effectiveness monitoring; construction SWPPPs and inspections; and project reporting. Other notable activities have included a City-wide trash assessment pilot project, residential inspection pilot projects, outfall monitoring, structural BMP maintenance verification, JRMP development and annual reporting, giving presentations to the Regional Board and City

Council, representing the City in audits, and developing and implementing watershed activities.

City of Santee, Storm Water Services, Santee, CA, Project Manager. Managed effectiveness monitoring and grant applications for a stream restoration project and a regional water quality treatment system installed in a park. Manages stormwater inspections, complaint response, reporting, and plan reviews. Developed a proposed compliance approach for dry weather Bacteria TMDL compliance, including conceptual designs for CIPs to eliminate dry weather flow. Manages dry weather outfall monitoring and follow-up investigations, including isotope analysis and major ion analyses to assess groundwater contribution.

City of La Mesa, Storm Water Services, La Mesa, CA, Project Manager. Prepared successful grant application for University Avenue green street project, which installed multiple bioretention landscape planters along a key stretch of University Avenue. Prepared conceptual design for the project and completed effectiveness monitoring and reporting. Also oversaw hydrology and hydraulics analyses to develop flood mitigation concepts at several locations in the City.

County of San Diego, As-Needed Stormwater Services, San Diego, CA, Project Manager. Managing current special study to identify sources of trash, work with local businesses and property managers to address them, and prepare a prioritized list of BMPs for future County consideration. Leads stormwater annual reporting for the County, including collecting data from other departments, preparing the JRMP annual report, and preparing County content for WQIP annual reports. Manages follow-up investigations to identify human sources of bacteria upstream of County outfalls. Has overseen special studies to evaluate potential contribution of RV discharges to bacteria at County outfalls and a rebate program to incentivize septic system maintenance. Prepared progress to goals, strategy implementation, and dry weather flow source analysis components of San Luis Rey, San Diego River, and Santa Margarita WQIP annual reports. Worked with San Diego River group on compliance approach for dry weather bacteria TMDL interim goals.

San Diego Bay and Tijuana River Watershed WQIP Groups, Imperial Beach, CA, Watershed Coordinator. Coordinates WQIP implementation on behalf of the San Diego Bay and Tijuana River WQIP groups, including meeting with San Diego Water Board staff, responding to comments on annual reports and WQIPs, and making presentations to regulators and stakeholder groups. Also provides technical assistance and review for annual reports.

City of Chula Vista, Storm Water Services, Chula Vista, CA, Project Manager. Manages dry weather outfall monitoring and follow-up investigations, including isotope analysis and major ion analyses to assess groundwater contribution. Technical advisor for Trash Amendments planning for the City, including preparing the City's Implementation Plan. Has recently overseen additional studies to identify sources of trash at priority outfalls and identify recommended BMPs to help the City meet associated WQIP goals for trash reduction. Helped the City update its JRMP in response to the most recent Regional MS4 Permit.

CATEGORY 9

Urban Greening



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Nicole Rieger, PE, QSD

URBAN GREENING PROJECT MANAGER

Nicole Rieger (*nih-COHL REE-gur; she/her*) is a senior engineer with 21 years' experience in civil engineering, specializing in floodplain, drainage, and stormwater quality design and analysis. Ms. Rieger has extensive experience working with clients as a drainage and stormwater design lead on municipal, roadway, and private development projects and is well versed in stormwater quality requirements. She has engineered and managed projects through all phases, from preliminary and final design through construction.



Education

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

Certifications

Professional Civil Engineer (PE), CA No. 70782

Qualified SWPPP Developer, No. 24471

Professional Affiliations

American Public Works Association

American Society of Civil Engineers

CASQA

Floodplain Managers Association

Project Experience

Park Drive Drainage Improvements, City of Carlsbad, California. Serving as the project manager for addressing retaining wall degradation, slope failures, and drainage issues along Park Drive to alleviate safety concerns and reduce maintenance efforts. The project included green street BMP design. The alternatives analysis included evaluating multiple solutions and documenting the benefits and costs of each scenario, including roadway improvements. Dudek is currently preparing final engineering documents as well as the environmental documents and permitting.

Coast Boulevard Sea Cave Emergency Stabilization Project, Flatiron West, San Diego, California. Worked with Flatiron West (contractor) and City of San Diego staff on the stabilization of the roadway and the associated improvements to the storm drain system and repaving of the roadway on an accelerated project schedule (under 3 months). Led the drainage design effort, which included replacing two storm drain systems and outlets with a single system while avoiding all existing utilities in the roadway and implementing a Green Street BMP as part of the storm drain design. Additional work included preparing the site-specific water pollution control plan and performing weekly BMP inspections.

Coast Highway Sidewalk and Green Street Improvements, City of Encinitas, California. Served as the lead stormwater quality engineer in the design of the low impact development features. The purpose of the project was to improve public safety, parking, and drainage conditions, as well as to provide stormwater quality benefits. The project included adding sidewalks to storefronts, creating additional parking, and minimizing the current flooding issues. The low impact development alternatives used in the project included pervious pavers and bioretention areas to meet the City of Encinitas's green street requirements.

Jamacha Canyon Stream Rehabilitation Project, City of San Diego Public Work Department, California. Served as the drainage and stormwater lead in the preliminary design of a stream restoration project to create a self-sustaining mitigation project that would improve the level of flood protection, reduce erosive velocities, and implement green infrastructure improvements. The project increased the conveyance capacity by increasing the channel width and upsizing existing culverts and includes woody debris structures to help reduce velocities within

the channel. The recommended green street BMPs were a water quality basin located downstream of Beacon Street and the use of curb extensions, planter boxes, or bulb outs along Jamacha Road between Beacon and Meadowbrook Streets. The project included HEC-RAS modeling of several design scenarios.

Municipal Waterways Maintenance Plan Support, City of San Diego, California. Served as the lead engineer to support the City of San Diego's Municipal Waterways Maintenance Plan in the preparation of the Environmental Impact Report. The project work included the preparation of the hydrologic and hydraulic assessments and associated report, the municipal waterways maintenance plan, and other California Environmental Quality Act– and Environmental Impact Report–related documentation related to hydraulics. The hydraulic studies include HEC-RAS analysis for over 60 channels to determine the maximum extent of the maintenance required to restore each channel's flood control function while minimizing the impacts to sensitive environmental resources in the area. The project required multi-disciplinary coordination efforts as well, to balance flood control benefits with other environmental factors.

Inland Rail Trail, San Diego Association of Governments, San Marcos, Vista, and Oceanside, California. Served as the assistant project manager in the design a 7-mile multi-use trail from San Marcos to Oceanside and provided a consistent experience though four jurisdictions. Project was required to meet new bike trail requirements, stormwater quality requirements, and American with Disabilities Act requirements, which were not considered in the preliminary design phase. Coordination on the project included Cities of San Marcos, Vista, and Oceanside; County of San Diego; North County Transit District; and California Public Utilities Commission.

Buckman Springs Intersection Improvements, County of San Diego, Campo, California. Served as the lead engineer to bring the project into compliance with the San Diego MS4 permit. Included performing a hydromodification management plan (HMP) analysis and using the County of San Diego's Green Street standards. Provided revised plans, specifications, and stormwater management plan (SWMP) to add pervious pavement as well as bioretention and infiltration areas to meet HMP requirements.

Friars Road Widening, City of San Diego, California. Prepared the final SWDR and erosion control plans for the widening and interchange reconfiguration of Friars Road and SR-163. The project included coordination with Caltrans and the City of San Diego.

Bradley Road Widening, County of San Diego, El Cajon, California. Served as the lead drainage and stormwater quality engineer. Reviewed the project for ways to incorporate Green Street BMPs, based on the County of San Diego's guidance documents, into the current project to minimize redesign efforts. Included reviewing the use of biofiltration, vegetated swales, street trees, and pervious pavement.

Cardinal Drive Emergency Storm Drain Project, Flatiron West, San Diego, California. Worked with Flatiron West (contractor) and City of San Diego staff to design the emergency replacement of a collapsed corrugated metal pipe that caused a large sink hole within a steep slope that threatened the stability of nearby structures. A 40-foot-deep storm drain required special design of the cleanout structures, including a dual box design to allow for shallow storm drain laterals to connect to the proposed system.

Watershed Asset Management Plan Flood Control Assessment, City of San Diego, California. Served as the lead engineer to create a process to analyze the potential storm drain flooding risk in San Diego and execute the first phase of the mapping process in support of the City of San Diego's Watershed Asset Management Plan. The first phase of the study focused on the Chollas Creek Watershed to identify locations of potential flood control challenges using the Autodesk Storm and Sanitary Analysis program and available geographic information system data. The second phase was a continuation of the analysis in the Los Penasquitos Watershed. The task included creating an implementation strategy, preliminary flood control analysis, and mapping the risk prioritization.

Kristina Hysler, PE

URBAN GREENING



Kristina Hysler is Dudek's Water Quality Practice Leader. She has 22 years of experience supporting water quality permitting requirements. She is a licensed civil engineer who has focused on water quality regulation development and implementation. Ms. Hysler began her career supporting the U.S. Environmental Protection Agency (EPA), implementing Phase 2 stormwater regulations and collecting water quality samples in the middle of the night to assess total maximum daily load (TMDL) compliance. She has completed countless compliance site audits for numerous regulations and provided clients with recommendations to enhance their compliance status. She served as a task order manager for various California Department of Transportation (Caltrans) water quality compliance projects and led best management practices (BMPs) studies for the San Diego Regional Airport Authority. In the last 20 years, Ms. Hysler has worked with Southern California municipalities to negotiate and implement regional National Pollutant Discharge Elimination System (NPDES) permits. In this regional framework, she led the multi-interested party process to develop and implement three watershed-based water quality improvement plans (WQIPs) and served as principal reviewer on two additional WQIPs. Her WQIP support included leading regional interested groups, supporting negotiations with regulators, providing technical guidance, assuring the quality of more than 24 drafts of the WQIPS, and leading the tracking/reporting of the WQIP implementation. Ms. Hysler previously served as the contract manager for the City of San Diego On-Call Environmental Monitoring Contract where she provided an array of monitoring/reporting compliance services to the City, including water, air, and sediment monitoring, for more than 15 years.

Education

University of Texas, Austin, MS, Environmental and Water Resources Engineering

University of Maryland, BA, German Language
BS, Civil Engineering

Certifications

Professional Civil Engineer (PE), California No. 70204

Professional Affiliations

California Stormwater Quality Association, Conference Co-chair

Project Experience

As Needed Environmental Monitoring Contract, City of San Diego, California. Served as assistant contract manager and contract manager for this $45 million project. Starting in 2011, served as assistant contract manager and then transitioned to contract manager in 2015. Responsible for ensuring the successful implementation of more than 500 task orders in 15 years. Supported project managers in implementation, oversaw project quality, and provided single point of contact for City of San Diego staff. Monitoring and analysis services included environmental evaluation plans, quality assurance project plans, sampling and analysis plans; monitoring site selection; sample collection; laboratory analysis; report preparation; special study recommendations; technical document review, and computer modeling. Provided technical assistance and guidance on a wide range of NDPES and TMDL compliance assessments and regulatory support.

NPDES Permit and Other Regulatory Support, City of San Diego, California. As principal, provided regulatory support to the City of San Diego, including the development of comment letters, technical analysis and interpretation to support legal lines of evidence, and participation in policy development at the state and regional levels. Examples include the 2022 EPA Proposed Tribal Reserved Rights, State Water Board 2024 303(d) list

review, and State Water Board Water Quality Enforcement Policy. Developed a waters of the United States flowchart for City staff to help determine if water bodies in the City's jurisdiction are defined as waters of the United States.

As-Needed Water Quality Improvement Plan Support, City of San Diego, California. As project manager, oversaw the development of the City of San Diego stormwater compliance strategies in 2021 to provide recommendations to support efficient attainment of the City's clean water goals. Work included the identification, prioritization, and implementation of regulatory and legislative strategies. Since 2021, reassessed compliance targets annually. Led the development of the conceptual framework for a Reasonable Assurance Demonstration (RAD) for the interim wet weather compliance deadline for the bacteria TMDL. Incorporated concepts of both an action-based RAD and reductions provided by BMPs. Also supported the negotiations with San Diego Water Board for the Time Schedule Order for the bacteria TMDL in fall 2022. Evaluated the attainability for the draft Time Schedule Order and developed comments. Reviewed analysis of historical data according to proposed Time Schedule Order methodologies and thresholds, reviewed draft regulation, prepared comments, supported meeting preparation and communication with San Deigo Water Board, prepared presentations, and developed draft limitations.

San Dieguito, Los Peñasquitos, and Mission Bay Water Quality Improvement Plan Implementation, City of San Diego, California. Served as project manager from 2015–2021 and as principal from 2021–2023. Supported the San Dieguito, Los Peñasquitos, and Mission Bay WMAs' responsible agencies to implement the approved WQIPs. This work included development of the annual reports, coordination of WQIP-related water quality monitoring, development of WMA sections of the regional monitoring assessment report, investigations into Lake Hodges nutrient data, the 2021 San Dieguito WQIP update, and the 2022 Los Peñasquitos WQIP update.

San Dieguito, Los Peñasquitos, and Mission Bay Water Quality Improvement Plan Development, City of San Diego, California. As project manager, led the development of San Dieguito, Los Peñasquitos, and Mission Bay WMAs WQIPs. Worked with responsible agencies and regulators to develop the first accepted WQIPs after the approval of 2013 MS4 NPDES permit. Included the selection of priority water quality condition, highest priority water quality (HPWQ) condition, HPWQ source identification, water quality goals, strategies and schedules, monitoring and assessment program development, and adaptive management planning. Included to development of programmatic and study specific monitoring plans. Completed more than 24 drafts to meet the needs of all interested parties.

Shelter Island Dissolved Copper TMDL Compliance, City of San Diego, California. As project manager, led the implementation of the compliance monitoring program and reporting for the Shelter Island dissolved copper TMDL for the City of San Diego. Led the development of the program monitoring plan, weather monitoring events, long-term flow monitoring, and reporting. Served as field team lead providing oversight to ensure the accurate collection of samples.

Vipul Joshi

URBAN GREENING



Vipul Joshi is a senior project manager and ecologist with 27 years' experience in natural resources management planning. Mr. Joshi focuses on providing ecological and management solutions to clients responsible for sustaining multiple natural resources on lands throughout California. He has a background and training in botanical surveying, permit acquisition, permit compliance, and project management. Mr. Joshi is experienced with Southern California flora and environmental regulations. He also has extensive experience managing constraints analysis, entitlement processing, permit acquisition, and biological construction monitoring for a variety of public and private projects.

Mr. Joshi has specific experience with California Environmental Quality Act (CEQA) processing with a variety of local jurisdictions; state and federal Endangered Species Act permit processing; wetlands permitting, including nationwide and individual permits from the U.S. Army Corps of Engineers (ACOE); and management of permit compliance. Specific biological survey skills include rare plant surveys, focused presence/absence surveys for the state-listed and federally listed Quino checkerspot butterfly (*Euphydryas editha quino*). project-level vegetation mapping, wetlands delineation, vernal pool identification, vernal pool watershed mapping, and general biological assessment of functions and values.

Education

University of California, San Diego
BS, Evolution, Behavior, and Ecology

Certifications

Quino Checkerspot Butterfly and Vernal Pool Branchiopods (Fairy Shrimp) Surveys, USFWS Federal Permit No.TE-019949-2

Professional Affiliations

California Native Plant Society

Ecological Society of America

U.S. Green Building Council

Project Experience

City of San Diego Public Works Department, As-Needed Environmental Services. Served as project manager and principal-in-charge, for two, 5-year as-needed services contract (combined $9M contract value) to support the City's engineering and capital improvement program (CIP) and ancillary projects. Dudek's environmental professionals and subconsultants provided services for over 70 task orders ensuring planning and permitting activities were in compliance with jurisdictional regulations and related expenditure guidelines.

Los Peñasquitos Lagoon Restoration Phase 1, City of San Diego Engineering & Capital Projects Department, California. Serves as Dudek's project manager, lead biologist, and regulatory specialist for a 200-acre lagoon restoration project. The project consists of construction of several sediment management features, storm drain improvements, new freshwater conveyance channels, and re-establishment of tidal wetland hydrology to support salt marsh habitat and rehabilitation of a substantially degraded riparian floodplain. Services provided by Dudek include baseline aquatic function assessment, preparation of a restoration and monitoring plan, CEQA compliance, and preparation and processing of regulatory permits including compensatory mitigation analysis.

City of San Diego Stormwater Department, Municipal Waterways Maintenance Plan. Served as project manager to develop the Municipal Waterways Maintenance Plan (MWMP) and Environmental Impact Report (EIR) for the City of San Diego's on-going storm water facility maintenance program. The MWMP details the planned maintenance activities,

specific facility maintenance locations, biological compensatory mitigation sites, agency permitting procedures and includes site-specific Facility Maintenance Plans (FMP) and/or technical summaries for storm water conveyance channels, ditches, structures, and basins throughout eight watersheds within the City's municipal boundaries. Dudek also provides the technical expertise to prepare the EIR and associated technical studies for the MWMP including in the areas of hydrology and hydraulics, biology, cultural/tribal, historic, paleontological, aesthetic/visual, air quality, greenhouse gas, noise, solid waste, hazards/hazardous materials, and water quality. Dudek also supports the City's strategic outreach communications, including workshops with elected official, regulatory agencies, and non-governmental organizations.

Salton Sea Species Conservation Habitat Project, California Department of Fish and Wildlife (CDFW), Imperial County, California. Dudek provided the CDFW and California Department of Water Resources assistance in the planning, design, and permitting of this wildlife habitat restoration project. Mr. Joshi was the lead regulatory permitting specialist responsible for preparation of applications and processing of permits under the state and federal Endangered Species Acts, federal Clean Water Act, and state Fish and Game Code. He successfully completed a 404(b)(1) Alternatives Analysis and Section 7 Consultation for desert pupfish, to assist the Army Corps of Engineers in determining the Least Environmentally Damaging Practicable Alternative (LEDPA) for the project. This led to issuance of a 10-year permit to allow the staged implementation of a project that will ultimately affect up to 2,700 acres of jurisdictional waters of the US.

Haynes Intake Channel Infill Project MND, LA Department of Water and Power, Long Beach, California. Serves as senior regulatory specialist for a project where LADWP is seeking to infill the intake channel at Haynes Generating Station in Long Beach to make room for a future energy project. Key project issues include impacts to eelgrass and other marine species, coastal permitting and sea level rise, and potential impacts to waters of the U.S. The County of Orange and the Los Cerritos Wetland Authority own land south of Haynes, which may provide an opportunity for collaboration and creation of new wetlands as mitigation.

Nelson-Sloan Quarry Reclamation and Restoration Plan, California State Parks, San Diego County, California. Led biological resource and regulatory permitting teams to evaluate, negotiate, and obtain approval for disposal by multiple public agencies of up to 1M cubic yards of sediment from various flood management facilities and restoration project to a quarried property, owned by the County of San Diego, within the Multi Habitat Planning Area.

North City Project Pure Water SD Program, City of San Diego Public Utilities Department, San Diego, California. Served as senior regulatory specialist for acquisition of Section 404, 401, and 1602 permits for impacts to vernal pool and other jurisdictional waters to expand the existing North City Water Reclamation Plant (NCWRP) and construct an adjacent North City Pure Water Facility to provide 30 million gallons per day (MGD) of potable recycled water.

San Diego River and San Vicente Creek Groundwater and Biological Resource Baseline Study, Public Utilities Department, City of San Diego, California. Serving as project manager to develop and implement a 2-year groundwater and biological resources baseline survey to acquire data for environmental evaluation of potential groundwater production wells within alluvial aquifers of two drainage systems.

Tijuana River Valley Wetlands Mitigation Project, San Diego County Water Authority (SDCWA), San Diego County, California. Provided services to the SDCWA to establish a wetlands mitigation bank in the Tijuana River Valley. Provided biological resource surveys documentation pursuant to CEQA evaluation, and permit applications and processing with the ACOE, RWQCB, CDFW, and City of San Diego.

Carlene Masar

URBAN GREENING



Education

San Diego State University
BS, Environmental Engineering

Carlene Masar (Car-LEEN MASS-er; she/her) is a project engineer with 5 years' experience within the Stormwater Department. Her experience includes hydraulics and hydrology, storm drain design, drafting cohesive civil sheet sets, stormwater master planning, habitat mitigation, erosion control, channel maintenance, 1D hydraulic modeling and 2D floodplain analysis within HEC-RAS, grading, and site development. Ms. Masar also has 3 years' professional experience as a civil engineering teaching assistant and a construction layout assistant. She is proficient in AutoCAD Civil 3d, ArcGIS, Flowmaster, HEC-RAS, AES, and PCSWMM.

Project Experience

Wildrose Reservoir No. 2, Temescal Valley Water District, Temescal Valley, California. Project engineer assisting with the design of the site and drainage improvements associated with the new reservoir. Work involved hydrologic and hydraulic analysis of the site, as well as preparation of construction documents for the proposed grading and site design. Dudek's design minimized the footprint of the new reservoir site to minimize the permitting requirements of the project. Dudek completed final bid documents in 2023.

San Carlos Reservoir Replacement Project, City of San Diego, California. Project engineer assisting with the design of the site and drainage improvements associated with the construction of the new reservoir. Work involved hydrologic and hydraulic analysis of the site as well as preparation of construction documents for the proposed grading and site design. Dudek prepared preliminary design documents for the project in 2023 and will complete final bid documents in 2024.

Lift Station 55-11 Capacity Upgrade Project, Coachella Valley Water District, Mecca, California. Project engineer assisting with the design of the drainage and site improvements associated with the improvements to the lift station site. Work involved hydrologic and hydraulic analysis of the site as well as preparation of construction documents for the proposed grading and site design. Dudek completed final bid documents in 2023.

Mockingbird Canyon Wash Stabilization Project, Riverside County Flood Control and Water Conservation District, Riverside County, California. Project engineer assisting with the design of channel improvements for the approximate 2-mile project reach of Mockingbird Canyon Wash within Riverside County. The project involves replacing an existing wash with stabilized channel and culvert improvements to address sedimentation which had been reducing the capacity of the system. Ms. Masar assisted with drafting the design plans and creating a 1D hydraulic model of the design in HEC-RAS.

Citywide Drainage Master Plan, City of Temecula, Temecula, California. Project engineer assisting with the hydrologic and hydraulic modeling of the City of Temecula's storm drain system, Work included data collection and review, updating the drainage facility GIS database, watershed delineation, and hydrologic and hydraulic analysis within

PCSWMM. Dudek also be identified hydraulic deficiencies, provided infrastructure recommendations, and submitted a Master Plan report.

Santa Cruz Storm Drain Extension, City of Laguna Beach, Laguna Beach, California. Project engineer assisting with the creation of design alternatives for the permanent repair of a storm drain system. Work included hydrologic and hydraulic analysis of the existing condition, durability analysis, cost-benefit analysis, and drafting preliminary design exhibits.

Park Drive Street Drainage Improvements, City of Carlsbad, Carlsbad, California. Project engineer assisting with the preparation of construction documents for site improvements. The improvements included the removal and replacement of existing failing retaining walls, slope stabilization, and other drainage improvements.

Lower Mission Creek Floodplain Management, City of Santa Barbara, Santa Barbara, California. Project engineer assisting with the 2D floodplain analysis of Lower Mission Creek within HEC-RAS in order to update the FEMA flood map.

San Dieguito East Mitigation Project, City of San Diego, San Diego, CA. Project engineer assisting with the preliminary hydrologic and hydraulic evaluation of the San Dieguito East mitigation site's proposed grading. The purpose of the site's grading is to establish self-sustaining jurisdictional wetlands. Work included hydrologic analysis of the existing condition, as well as 2D hydraulic analysis of pre- and post-project conditions within HEC-RAS in order to compare water surface elevation, flow velocities, and inundation extents.

Green Valley Creek Pomerado 1 Channel Maintenance, City of San Diego, San Diego, CA. Project engineer assisting with the drafting of Channel Maintenance Plans. Work involved drafting a cohesive plan set, selecting proper BMPs to implement during maintenance, completing sedimentation/vegetation removal calcs, and estimating concrete repair quantities.

Tijuana River Smythe 1 Channel Maintenance, City of San Diego, San Diego, CA. Project engineer responsible for drafting Channel Maintenance Plans. Work involved drafting a cohesive plan set, selecting proper BMPs to implement during maintenance, and completing sedimentation/vegetation removal calcs.

Rockport Ranch Lake Design, Lennar Homes, Menifee, CA. Project engineer assisting with the drafting of design documents for the construction of two lakes within the community development plan for Rockport Ranch. The lakes will provide flood protection and stormwater quality benefits.

San Diego State University Civil, Construction, and Environmental Engineering Department. As a teaching assistant, assisted over 200 students with computer-aided design (CAD) and geographic information system (GIS) technical skills.

Circle M. Construction. As a layout assistant, utilized CAD to work with blueprints to ensure buildings were properly laid out in the field.

Shannon Brown, PE

URBAN GREENING



Shannon Brown is a civil engineer with 14 years' experience as a consultant specializing in stormwater, water, and sewer management and infrastructure project design. Mr. Brown is experienced in a broad range of disciplines, including regulatory permit compliance, preparation of design drawings and specifications, hydrology and hydraulics modeling, and geospatial analysis. Mr. Brown has a background in state and federal environmental compliance, including environmental impact documentation, special studies, and field data collection.

Education

California State University, Fullerton
MS, Environmental Engineering

University of California, Davis
BS, Environmental and Resource Science

Certifications

Professional Civil Engineer (PE), California No. 92771

OSHA 30-Hour Construction Safety

Project Experience

Municipal Waterways Maintenance Plan, City of San Diego, California. Served as project engineer. The Municipal Waterways Maintenance Plan supports the findings of a programmatic environmental impact statement for maintenance of more than 60 earthen and concrete-lined channels throughout the City. Project work included preparation of hydrologic and hydraulic assessments, associated technical reporting, and planning and construction-level channel maintenance plans. The hydraulic studies include Hydrologic Engineering Center – River Analysis System analysis to determine the extent of maintenance required to restore each channel's flood control function while minimizing the impacts to sensitive environmental resources in the area.

Terminals Action Plan, Port of San Diego, California. Served as project engineer. Dudek prepared and managed development of an action plan for Small Municipal Separate Storm Sewer System permit compliance at three of the Port's marine terminals. The action plan consists of a tenant best management practice (BMP) plan, stormwater monitoring program, program assessment plan, long-term BMP plan, and tenant outreach plan. Ongoing responsibilities include implementation of program assessment goals, which consists of evaluation of tenant BMP inspection and audit results, comparison of monitoring results to structural and nonstructural BMP installations, and assessment of tenant and terminal user stormwater pollution prevention knowledge.

Trash Amendments Planning, City of Carlsbad, California. Served as project engineer. Dudek prepared a regulatory compliance implementation plan and internal action plan. The implementation plan detailed installation of structural and nonstructural stormwater trash control BMPs throughout the City under a Track 2 compliance pathway and a citywide On-Land Visual Trash Assessment control monitoring program. Dudek also prepared an action plan that serves as a framework for internal implementation of the trash amendments, documenting annual steps for a multidepartment, collaborative effort to ensure compliance within the allotted 10-year time frame. In December 2018, the final implementation plan was submitted for approval to the San Diego Regional Water Quality Control Board, and an internal action plan was developed in 2019.

Santa Maria Wastewater Reclamation Plant Headworks Design, Ramona Municipal Water District, Ramona, California. Served as project engineer. Dudek led a team of civil, mechanical, structural, and electrical engineers through the

design process for a new 5-million-gallons-per-day headworks facility. Project work included design and coordination with vendors for Archimedian screw pumps, mechanical bar screens, screenings handling equipment, grit handling equipment, and associated hydraulic calculations. Design work included process–flow diagrams, hydraulic profiles, and piping and instrumentation diagrams. Overall project design included the new headworks facility, influent and effluent sewers, yard piping for potable and non-potable hookups, and civil site design.

Park Drive Drainage Improvements, City of Carlsbad, California. Served as project engineer. The project scope includes addressing retaining wall degradation, slope failures, and drainage issues along Park Drive to alleviate safety concerns and reduce maintenance efforts. In addition to standard engineering solutions, the team evaluated bioengineering solutions to improve erosive conditions. Dudek is preparing final engineering documents.

Small Municipal Separate Storm Sewer System Permit Compliance Program, City of Goleta, California. Served as technical reviewer and project engineer. Dudek is currently supporting the City of Goleta through technical project implementation and extension of staff services. Dudek has played a key role in overhauling and redeveloping Goleta's Phase II stormwater program to ensure all municipal operations and new development requirements meet or exceed the Small Municipal Separate Storm Sewer System permit provisions. Dudek combined local and regional stormwater expertise to develop a list of prioritized action items designed to address stormwater program needs based on each item's relative threat to water quality, operational feasibility, and budget. Ongoing program support activities include preparation of technical reports and analyses, development of stormwater training materials and jurisdictional program procedures, regulatory audit preparation, drafting and issuance of notice of violations to City stakeholders, illicit connection/illicit discharge investigations, new development stormwater plan review, stormwater pollution prevention plan development, and post-construction BMP inspection.

As-Needed Project Support, City of Monterey, California. Served as project engineer. Dudek has supported City stormwater program tasks since 2018, including a stormwater fee study and development of the City's trash amendment compliance plan. The fee study included analysis of the cost of City implementation of stormwater requirements associated with the Small Municipal Separate Storm Sewer System general permit. The analysis was intended to provide City decision-makers with information on current program costs, revenues, and options for fee-based cost-recovery scenarios for City compliance activities. For trash amendment compliance, Mr. Brown assisted in preparation of the City's Track 2 Implementation Plan as well as development of internal planning documents for use by planning, engineering, and operations staff.

Saratoga Creek Hazard Tree Removal and Restoration Project: Hydrology and Hydraulics Analysis and Stormwater Pollution Prevention Plan, Santa Clara Valley Water District, San Jose, California. Served as project engineer. This project involves revegetation of a half-mile of stream bank after hazard tree removal activities. Mr. Brown developed a Hydrologic Engineering Center – River Analysis System model of the project area to assess potential impacts to bank stability following tree removal and restoration. Following the design phase, Mr. Brown assisted in the development of a multiyear stormwater pollution prevention plan for the restoration construction activities.

Ryan Allen

URBAN GREENING

Ryan Allen (*Ry-in AL-in; he/him*) is an urban forester with 16 years' experience providing strategic environmental planning to organizational programs. Mr. Allen's work deepens the positive impact on the communities he serves and increases organizational capacity. Mr. Allen has experience completing urban forest assessment, tree species recommendations, and urban forest management analysis.



Education

Pepperdine University
BA, Communications (Creative Writing emphasis)

Certifications

Certified Arborist, No. WE 10316A

Tree Risk Assessment Qualified

Municipal Specialist

Professional Affiliations

Oversite Executive Board Member, Los Angeles Center for Urban Natural Resources Sustainability

Project Experience

Mr. Allen is the practice lead for Dudek's Urban Forest Management Planning team, which has a goal to create a "healthy urban forest for our future." Since 2018, Mr. Allen has led the development of the projects below:

- County of San Mateo, Tree Protection Ordinance Update, Oct. 2024
- City of Rancho Cucamonga, Urban Forest Management Plan, Sept. 2024
- City of Alameda, Urban Forest Plan, Sept. 2024
- County of Los Angeles, Urban Forest Management Plan, May 2024
- City of Fresno, Urban Forest Management Plan, May 2024
- City of Santa Maria, Urban Forest Management Plan, April 2024
- City of Salinas, Urban Forest Management Plan, Mar. 2024
- Town of Mount Pleasant, Community Forest Management Plan, Dec.2023
- City of Temecula, Urban Forest Management and Street Tree Master Plan, Oct. 2022
- Town of Hillsborough, Tree Ordinance Update, Oct. 2022
- City of Chico, Urban Forest Management Plan, Oct. 2022
- City of Willits, Urban Forest Management Plan, Aug. 2022
- City of Portland, Urban Forest Analysis, Aug. 2022
- City of Beverly Hills, Urban Forest Management Plan, July 2022
- City Plants, City of Los Angeles Urban Forest Finance Study, June 2022
- City of La Mesa, Urban Forest Management Plan, May 2022
- City of Rancho Cordova, Urban Forest Management Plan, Mar. 2022
- City of San Jose, Community Forest Management Plan, Feb. 2022
- City of Oxnard, Citywide Tree Program Review, Nov. 2021
- City of Downey, Urban Forest Management and Street Tree Master Plan, Feb. 2021
- Sacramento Tree Foundation, GreenPrint Neighborhood Program, Dec. 2019
- City Plants, First Step to an Urban Forest Management Plan, Dec. 2018

UFMP Preliminary Planning and Roadmap, City of Los Angeles, California. Prepared a comprehensive report on the current conditions of the City of Los Angeles urban forest and its management as the beginning phase of the city's preparation to begin an urban forest management plan (UFMP). Developing the report was a 10-month long process that included monthly working group meetings with over 40 urban forest stakeholders, extensive departmental interviews, a public survey with 2,600 responses, and the comparison of Los Angeles urban forest activities with three other municipal urban forest programs. The report analyzes current funding levels and City of Los Angeles planning documents, ordinances, policies, governance structure, and management practices against urban forest sustainability standards. The result of the analysis delivered key findings on the status of the urban forest and made recommendations on the steps the city needs to take to move toward the completion of a UFMP and implementing sustainable practices.

UFMP, City of Downey, California. Lead writer and developer of the City of Downey's 30-year planning document to expand canopy cover, implement efficient management practices, and increase public awareness of the urban forest. This process has included analyzing the current tree inventory and canopy cover, calculating the ecological benefits of the urban forest using the i-Tree Eco suite, and determining the current value of the city's trees. Reviewed current policies and ordinances against urban forest sustainability standards and will update these documents and create new policies as appropriate. Assessed the governance structure, interdepartmental protocols, and management practices of the City of Downey through departmental interviews with all staff who affect trees.

Community Forest Management Plan, City of San Jose, California. Currently developing the San Jose Community Forest Management Plan driven by meaningful community engagement and technical expertise. Project tasks include analyzing the existing tree canopy cover using satellite imagery; conducting 17 interviews with city staff, elected officials, and stakeholders; creating a project webpage and outreach video; conducting a strengths, weaknesses, opportunities, and threats analysis of current management practices; determining the condition of the city's urban forest; educating; and developing achievable short- and long-term goals.

UFMP, City of Beverly Hills, California. Leading the development of the City of Beverly Hills' 30-year planning document to implement sustainable management practices to create a healthy urban forest canopy. Dudek also analyzed the city-managed tree population, completed a wildfire hazard assessment for an area designated a Very High Fire Hazard Severity Zone, and provided recommendations to manage a more fire safe community that will be included as a chapter of the UFMP.

UFMP, City of La Mesa, California. Leading the development of the city's UFMP document that includes a thorough analysis of all management practices, a LiDAR canopy cover analysis, facilitation of a stakeholder-working group, interviews with all relevant city staff who affect trees, and analysis of the status of the urban forest. The goal of the UFMP is to help the City of La Mesa reach canopy cover and greenhouse gas emission reduction goals of their Climate Action Plan. California Department of Forestry and Fire Protection (CAL FIRE) provides funding for the project, and project objectives will help the city achieve the outcomes of the grant.

UFMP, City of Rancho Cordova, California. Leading the development of the city's UFMP document in partnership with the City of Rancho Cordova and the Sacramento Tree Foundation. Highlights of the project include the development of an online survey, project webpage, and strategic tree planting plan; interviews with city staff; and a LiDAR canopy cover analysis. The project is focusing on development standards for new residential communities, to ensure land use planning incorporates trees into designs to create healthy tree-lined streets. The project is determining the sustainability of the urban forest using an i-Tree analysis and an assessment of sustainability indicators. CAL FIRE provides funding for the project, and project objectives will help the city achieve the outcomes of the grant.

Kanami Otani

URBAN GREENING

Kanami Otani (*she/her*) is a sustainability professional with 7 years' experience focused on urban forestry. Ms. Otani's work promotes collaboration as a team when partnering with multiple interested parties to achieve shared goals. She has experience working closely with municipalities, elected officials, higher-education institutions, volunteers, students, and community members throughout her urban forest advocacy.



Education

California Polytechnic State University, Pomona
BS, Nutrition Science

Certifications

International Society of Arboriculture (ISA) Certified Arborist, No. WE-13275A

ISA Tree Risk Assessment Qualified

Tree Care Industry Association (TCIA) Certified Tree Care Safety Professional, No. 03895

Project Experience

Urban Forest Management Plan, City of Rancho Cucamonga, California. Works with various municipal departments, interested parties, and community members to write an urban forest management plan (UFMP) for the City of Rancho Cucamonga. Coordinates outreach to include interviews of City staff members and community members to capture and understand the goals for the UFMP prior to creating a usable document for the community. Presents project updates and deliverables to the community, City Council, and City staff for review.

UFMP, County of Los Angeles, California. Works with various interested parties and community members to plan, coordinate, create, and communicate the goals of the urban forest for the County of Los Angeles. Works with the County to discuss what is appropriate for its UFMP and capture desired nuances to create a plan that is beneficial to the community and reflects its "healthy urban forest."

Urban Forest Plan, City of Alameda, California. Provided analysis on work records and cost of current urban forest maintenance. Analysis was utilized to determine feasible maintenance recommendations for the client in terms of budgeting for a growing urban forest.

UFMP, City of Santa Maria, California. Led the tree maintenance standards and guidelines revision process to adhere to industry standards and best management practices. Worked with graphics team to provide elevated communication tools for client to utilize as a field guide for internal staff, visually communicating these standards.

Street Tree Watering Study, City of Pasadena, California. Provided recommendations on tree watering practices and partnerships for the City of Pasadena's urban forestry program. Tree maintenance standards influencing tree watering needs were specifically referenced to plan tree watering for future climate conditions.

Industry-Based Educational Material, Municipal Tree Maintenance Contractor, West Coast Arborists, Inc., California and Arizona. Utilized International Society of Arboriculture best management practices, American National Standards Institute standards, and Tree Care Industry Association materials to create training content for tree maintenance contractors reflecting industry best practices. Training was created for, but not limited to, tree

planting, tree pruning, tree removal decisions and risk management, tree preservation during construction, and tree care for birds and other wildlife. Educational material was adapted for multiple audiences, including community members, people who speak English as a second language, and new tree workers.

Western Region Education Chair, Urban Wood Network, California. Coordinated and hosted educational quarterly webinars for membership to continue expanding knowledge of network professionals involved in urban wood utilization. Worked with various professionals in storytelling of the urban wood life cycle and the need for utilization by creating sample policies and brainstorming various methods through which urban forestry may mitigate unavoidable green waste. Worked with air quality, tree maintenance, and wood utilization professionals to create a visual tool to guide discussion on interconnectivity of the utilization of urban wood. Presented in workshop form at the Partners in Community Forestry Conference in 2022.

Development Committee Chair, The Britton Fund, California. Collaborated with a higher-education senior-project program to develop the foundation for a youth-based arboriculture educational and interactive mobile application.

Educational Facilitator, Tree Care for Birds and Other Wildlife, California. Collaborated with a nonprofit organization and tree maintenance professionals to create training material for tree care professionals guided by best management practices. Held workshop-style classes for professionals of various education levels. Performed outreach to community members to learn about birds and their role in the environment.

Education Exhibits Committee Member, Western Chapter of the International Society of Arboriculture, California. Engaged, coordinated, and organized education and nonprofit booths to present in the annual conference in 2020. Trained various partners on how to utilize the online conference platform to maximize engagement.

Training Coordinator, West Coast Arborists, Inc., California. Served as training coordinator for tree maintenance operations. Successfully coordinated testing, safety training, and skills training for more than 1,000 employees with various technological skills. Successfully provided training for more than 100 professional certifications earned by various employees in the company. Created engaging educational materials and training exercises in areas such as safety, tree care principles, and arboriculture knowledge. Created efficient systems to store training records to enable the expansion of department and training programs with uniformity.

Grant Coordinator, West Coast Arborists, Inc., California. In partnership with multiple nonprofit organizations and municipalities, implemented grant projects for a shared vision of a greener future. Planned, organized, coordinated, and implemented community-greening, volunteer-based tree plantings statewide. Participated in community engagement during volunteer days and led volunteers in the successful planting of trees, according to the International Society of Arboriculture best management practices, to enhance the trees' chances of success. Successfully secured partnerships and funding to continue growth.



Alexandra Cortes

MS, EIT

Professional Experience

D-MAX Engineering, Inc., 2022 to Present

Clearwater Hydrology, 2021

Education

University of California, Berkeley, M.S., Environmental Engineering, 2021

Certifications/Registrations

Engineer-in-Training (EIT) Certification #175439 California, 2021

Skills/Expertise

- PCSWMM
- HEC-RAS
- AutoCAD Civil 3D
- ArcGIS
- Wet Weather Monitoring
- Hydraulic Modeling
- SWQMP Review

Profile Summary

Alexandra Cortes is a Staff Engineer I with a Master's degree in Environmental Engineering with a concentration in Water Quality. She has experience performing hydraulic modeling and engineering for urban drainage facilities and flood control improvements. She has assisted with Storm Water Quality Management Plan and Drainage Study reviews for multiple jurisdictions. She also has experience designing Municipal Waterways Maintenance Plans for the City of San Diego.

Relevant Experience

City of San Diego, FEMA Floodplain Support, San Diego, CA. Reviewed Letter of Map Revision and Conditional Letter of Map Revision (LOMR/CLOMR) applications submitted by private developments for acceptance by FEMA to assure compliance with FEMA floodplain and floodway requirements. Reviewed HEC-RAS models and hydrologic/hydraulic analyses associated with the re-mapping of the floodplain and/or floodway.

City of San Diego, San Diego River and San Diego Bay Watershed. Drew stormwater conveyance system features and updated attributes based on reviewing as-built plans. The updated stormwater conveyance system data is being used for asset management and watershed modeling.

City of San Diego, Mission Bay Watershed and San Diego River Master Plans, CA. Responsibilities included the preparation of one-dimensional and two-dimensional hydraulic analysis of the Mission Bay and San Diego River watersheds using PCSWMM to identify areas of flooding and potential locations for regional Best Management Practices. Developed cost estimates and project prioritization scoring system for proposed improvements

City of San Diego, Waterways Maintenance Plan, San Diego, CA. Developed detailed CAD models of open channel drainage facilities throughout the City. Following proposed design, removal/repair quantities and recommendations for maintenance activities were provided to the city and incorporated into a City-wide maintenance plan.

San Diego Unified Port District, As-Needed Storm Water Services, Port of San Diego, CA. Prepared updated stormwater requirements manual for development projects, including guidance for green streets projects. Currently is preparing training materials for Port staff. Reviewed stormwater management plans (SWQMP) submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit. Reviewed Grading/Improvement plans submitted by private developers for acceptance by the City.

City of Santee, Storm Water Services, Santee, CA. Reviewed stormwater management plans (SWQMP) submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit. Reviewed Grading/Improvement plans, and project drainage/hydrology studies submitted by private developers for acceptance by the City.

City of Lemon Grove, Storm Water Services, Lemon Grove, CA. Reviewed stormwater management plans (SWQMP) submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit. Reviewed Grading/Improvement plans submitted by private developers for acceptance by the City.



Arsalan Dadkhah

PhD, MS, QSD/QSP, QISP ToR

Professional Experience

D-MAX Engineering, Inc., 1996 to Present

Woodward-Clyde Consultants, 1987-1996

Montgomery Watson Consulting Engineers, Inc., 1984-1987

Tehran Regional Water Authority, 1969-1978

Education

Utah State University, Ph.D., Civil and Environmental Engineering (Hydrology and Water Resources), 1984

Utah State University, M.S., Civil and Environmental Engineering (Hydraulics), 1981

College of Science and Technology, Tehran, Iran, B.S., Mechanical Engineering, 1967

Certifications/Registrations

Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP) #22248, 2010

Industrial General Permit Trainer of Record (ToR) and Qualified Industrial Storm Water Practitioner (QISP) #00025, 2015

Profile Summary

Dr. Dadkhah is a registered Civil Engineer with more than 40 years of engineering experience, of which storm water and water quality have been the primary focus. During the last 31 years, he has been working with consulting firms, mainly in the field of water quality; since 1990 he has worked strictly in storm water management. Dr. Dadkhah's experience includes managing a range of storm water projects throughout Southern California for the federal government, local municipalities, and private entities.

Relevant Experience

City of Chula Vista, Storm Water Services, Chula Vista, CA, Principal In Charge. Provides overall management and QA/QC to ensure that the City's dry weather monitoring program and trash Amendments planning efforts are meeting relevant Regional MS4 Permit requirements.

City of Menifee, Storm Water Services, Menifee, CA, Principal Engineer. Performed and coordinated reviews of Water Quality Management Plans (WQMPs) and drainage studies for new developments projects. These services included a complete hydrology and hydraulics review for the new developments to verify compliance with the Riverside County Flood Control and Water Conservation District.

City of National City, Storm Water Services, National City, CA, Principal Engineer. Provided complete storm water services to the City since 2004. The project involves overall management to ensure that the various components of the City's storm water program are meeting relevant Municipal Permit requirements. Tasks included water quality monitoring, dry weather source investigations, compliance inspections, training, SWQMP and drainage study reviews, assisting in grant applications, annual reporting, GIS and database management, and Jurisdictional Runoff Management Program preparation.

County of San Diego, Dry Weather Field Screening and Analytical Monitoring and Targeted Dry Weather MS4 Outfall Monitoring Programs, San Diego, CA, Principal Engineer. Oversaw field work for the County of San Diego's Dry Weather Monitoring Program and the Targeted Dry Weather MS4 Monitoring Program. Coordinated field crew activities, including quality assurance audits with County staff, sampling, field analytical testing, conducting visual observations, flow rate estimation, and trash assessments.

City of La Mesa, Storm Water Services, La Mesa, CA, Principal Engineer. Provides overall management of the City's Dry Weather Major MS4 Outfall Discharge Monitoring and Reporting program, which includes non-storm water persistent flow sampling and follow-up source investigations.

City of Lemon Grove, Storm Water Services, Lemon Grove, CA, Principal Engineer. Technical advisor for dry weather outfall monitoring and source investigations since 1996. Reviews SWQMPs submitted by private developments for acceptance by the City to assure compliance with the San Diego Region MS4 Permit.

City of Menifee, Storm Water Services, Menifee, CA, Principal Engineer. Performs and coordinates reviews of Water Quality Management Plans (WQMPs) and drainage studies for new developments projects.

City of La Mesa, University Avenue, La Mesa, CA, Project Manager. Conducted a hydrology study to evaluate the feasibility of using the existing medians within the University Avenue to create bioretention areas for the purpose of water quality improvement. The study estimated the runoff from the adjacent drainage areas and potential capacity of the proposed bioretention areas in the medians of the University Avenue to provide water quality improvement. The project was completed on time and in budget.

City of National City, Paradise Creek DAC Grant, National City, CA, Project Manager. Conducted hydrologic study to determine detention basin requirements for flood control purposes for Paradise Creek near the intersection of Plaza Boulevard and Paradise Valley Road using HEC-HMS. Developed a hydraulic model in HEC-RAS to assess the impact of the hydrology results on the existing residential properties.

City of La Mesa, Alvarado Channel Rehabilitation, La Mesa, CA, Project Manager. Responsible for HEC-RAS modeling for creek rehabilitation project to convert a concrete reach to a natural/vegetated channel. Completed hydraulic modeling to verify 100-year storm conveyance capacity in the post-project condition and to evaluate velocity and shear stress to select suitable materials to protect the rehabilitated channel from erosion.

City of Poway, Detention Basin Retrofit, Poway, CA, Project Manager. Performed hydrology study to determine water quality (85th percentile) volume to five regional detention basins that were originally constructed for flood control. Prepared conceptual design for riser structure retrofits to allow the basins to serve as water quality features to meet post-construction standards for a large industrial/commercial area in the south part of the City. Completed basin analysis to show that after retrofits the flood control function of the basins would still be preserved.

City of San Diego, Storm Water Compliance Inspection Program, San Diego, CA, Principal Engineer. Provided technical support and oversight on industrial, commercial, and treatment control inspections. Tasks included preparing inspector guidance manual, inspection of industrial, commercial sites, evaluation of BMPs and any permit-related documents, providing recommendations for proper BMPs, reporting violations to the City, preparing databases for record keeping, follow-up actions and annual reporting. Additionally, completed as-needed research of projects required to install treatment control BMPs in response to Regional Board data requests.



John Quenzer

MS, CPSWQ, QSD/QSP

Professional Experience

D-MAX Engineering, Inc., 2004 to present

City of San Diego, Environmental Services Division, 2001-2002

Education

Johns Hopkins University, M.S., Environmental Engineering and Science, 2014

University of California, San Diego, B.S., Environmental Chemistry, 2002

Certifications/Registrations

Certified Professional in Storm Water Quality (CPSWQ) #693, 2011

Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP) #24039, 2015

Years of Experience: 20

Profile Summary

John Quenzer is a Principal Scientist. Mr. Quenzer possesses extensive experience in watershed and jurisdictional stormwater program development, implementation, and reporting.

Relevant Experience

City of San Diego, As-Needed Stormwater Services, San Diego, CA, Task Leader. Technical lead on updates to stormwater requirements manual for development projects (Stormwater Standards Manual), and trains plan reviewers and CIP project managers in other departments. Provides input on stormwater design for green street and park projects. Prepared models to evaluate feasibility of storm water capture at several sites in the City. Developed conceptual design for green street projects at several locations in the City, and water quality treatment concepts for projects along streets and in parks in the Los Peñasquitos Watershed. Oversaw hydraulic modeling to support channel maintenance planning. Prepares annual reports for the City and regularly interfaces with water quality regulators.

City of National City, Storm Water Program, National City, CA, Project Manager. Mr. Quenzer has managed the National City Storm Water Services project since 2006. During this time he has helped the City win over $10 million in grants for multi-benefit projects. These projects have included stormwater treatment, stream restoration, flood mitigation, bicycle and pedestrian pathways, park improvements, urban forestry, and construction of affordable housing in disadvantaged communities. Work included preparing grant applications; preparing conceptual designs; hydrologic, hydraulic, and water quality modeling; wet weather BMP effectiveness monitoring; construction SWPPPs and inspections; and project reporting. Other notable activities have included a City-wide trash assessment pilot project, residential inspection pilot projects, outfall monitoring, structural BMP maintenance verification, JRMP development and annual reporting, giving presentations to the Regional Board and City

Council, representing the City in audits, and developing and implementing watershed activities.

City of Santee, Storm Water Services, Santee, CA, Project Manager. Managed effectiveness monitoring and grant applications for a stream restoration project and a regional water quality treatment system installed in a park. Manages stormwater inspections, complaint response, reporting, and plan reviews. Developed a proposed compliance approach for dry weather Bacteria TMDL compliance, including conceptual designs for CIPs to eliminate dry weather flow. Manages dry weather outfall monitoring and follow-up investigations, including isotope analysis and major ion analyses to assess groundwater contribution.

City of La Mesa, Storm Water Services, La Mesa, CA, Project Manager. Prepared successful grant application for University Avenue green street project, which installed multiple bioretention landscape planters along a key stretch of University Avenue. Prepared conceptual design for the project and completed effectiveness monitoring and reporting. Also oversaw hydrology and hydraulics analyses to develop flood mitigation concepts at several locations in the City.

County of San Diego, As-Needed Stormwater Services, San Diego, CA, Project Manager. Managing current special study to identify sources of trash, work with local businesses and property managers to address them, and prepare a prioritized list of BMPs for future County consideration. Leads stormwater annual reporting for the County, including collecting data from other departments, preparing the JRMP annual report, and preparing County content for WQIP annual reports. Manages follow-up investigations to identify human sources of bacteria upstream of County outfalls. Has overseen special studies to evaluate potential contribution of RV discharges to bacteria at County outfalls and a rebate program to incentivize septic system maintenance. Prepared progress to goals, strategy implementation, and dry weather flow source analysis components of San Luis Rey, San Diego River, and Santa Margarita WQIP annual reports. Worked with San Diego River group on compliance approach for dry weather bacteria TMDL interim goals.

San Diego Bay and Tijuana River Watershed WQIP Groups, Imperial Beach, CA, Watershed Coordinator. Coordinates WQIP implementation on behalf of the San Diego Bay and Tijuana River WQIP groups, including meeting with San Diego Water Board staff, responding to comments on annual reports and WQIPs, and making presentations to regulators and stakeholder groups. Also provides technical assistance and review for annual reports.

City of Chula Vista, Storm Water Services, Chula Vista, CA, Project Manager. Manages dry weather outfall monitoring and follow-up investigations, including isotope analysis and major ion analyses to assess groundwater contribution. Technical advisor for Trash Amendments planning for the City, including preparing the City's Implementation Plan. Has recently overseen additional studies to identify sources of trash at priority outfalls and identify recommended BMPs to help the City meet associated WQIP goals for trash reduction. Helped the City update its JRMP in response to the most recent Regional MS4 Permit.

SPURLOCK



Brad Lents AICP, RLA, LEED AP

Principal-in-Charge

Brad holds degrees in landscape architecture and urban planning, a unique skill set for problem-solving in site planning and design. His expertise allows him to excel as a designer across various public and private sector projects spanning a range of scales. As an owner of the firm, Brad plays a pivotal role in directing Spurlock's involvement in numerous planning and public agency projects.

Brad will assume the role of Principal-In-Charge for this contract. Brad will have primary design responsibility, ensuring rigorous quality control standards and prioritizing client satisfaction. His dedication and ability to navigate complex project requirements make him an invaluable leader within the firm, driving the success of projects under his leadership.

Education

University of Illinois-Urbana Champaign, IL
Master of Urban Planning

Iowa State University,
Ames, IA
Bachelor of Landscape Architecture

Registrations

Landscape Architect -
California 5766
Nevada 1094

Certified Planner 024811

Affiliations

American Society of Landscape Architects
American Planning Association
American Institute of Certified Planners

Design Build Institute of America
Society for College and University Planning
U.S. Green Building Council

Contact

blents@spurlock-land.com
619–681–0090

Relevant Experience

City of San Diego, Mira Mesa Community Plan Update, San Diego, CA: Principal-In-Charge. Working as a subconsultant to Dudek, we were responsible for urban greening, parks and recreation planning and assisting in urban design elements of the community plan update. The plan focused on creating redevelopment areas within Community Plan Implementation Overlay Zones (CPIOZ) that created new mixed use villages, improved public realm improvements and park and recreation opportunity areas. *City of San Diego, Alex Frost, Senior Planner, 619-236-6006*

City of San Diego, Hillcrest Focused Area Plan Amendment, San Diego, CA: Principal-In-Charge. The Focused Plan Amendment will address housing, mobility, and public spaces that can strengthen the business district and bring neighborhood benefits where needed most. Spurlock is studying existing conditions of urban form, analyzing streetscapes, open space, and tree canopy. Graphics include sections, 3D digital models, and plans for high level mobility, urban design, public realm, and open space concepts to convey ideas. *City of San Diego, Shannon Mulderig, Senior Planner, 619-533-3362*.

City of San Diego, San Diego Parks Master Plan, San Diego, CA: Principal-In-Charge. The San Diego Parks Master Plan was a three-year citywide planning effort to shape the future of parks, recreation facilities and programs for the next 20 years. Spurlock led the Design & Vision group for the planning project. Evaluation and analysis of current conditions in the parks and recreation system, along with trends influencing recreation needs and interests are being explored through a series of tours and public workshops. *City of San Diego, Scott Sandel, Landscape Architect and Park Planner, 619-235-5204.*

City of San Diego, Children's Park San Diego, CA: Principal-In-Charge. The construction of a new revamped park project to activate an underutilized park in downtown. The project includes a new children's playground, exercise equipment area, off leash dog park, a food and beverage vendor building, public restrooms, and new walkway over the Civic Pond to create an interactive atmosphere. Primed by Spurlock, Brad led the design and implementation plans for the project. *City of San Diego, Kathleen Brand, Project Officer II, Parks and Recreation, 619-533-7138.*

City of San Diego, San Diego Blueprint/Street Design Manual Update, San Diego, CA: Principal-In-Charge. Design and graphic support services for the City's Street Design Manual. The work includes refreshing existing figures and preparing new site plans, cross sections, renderings, and/or other exhibits. *City of San Diego, Gerald Chacon, TE, Associate Engineer – Traffic, 619-236-7078*

Additional Relevant Experience

Kearny Mesa Community Plan Update
City of San Diego

Commercial and Imperial Corridor Plan
City of San Diego/SANDAG

North Embarcadero Visionary Plan Phase 1
San Diego, CA

Broadway Streetscape Master Plan
City of San Diego / Downtown Partnership

Imperial Avenue Streetscape
City of San Diego

Bayshore Bikeway Segment 5
SANDAG

San Diego LOSSAN Rail Realignment Project
SANDAG

Southeast San Diego Community Plan Update
City of San Diego

Encanto Community Plan Update
City of San Diego

Mercado Del Barrio
Shea Properties, San Diego, CA

19th Street Greenway
City of National City

Main Street Green Street
City of El Cajon

Oakdale Alameda
City of El Cajon

Wells Park Urban Greening
City of El Cajon

Menifee Community Center Programming
City of Menifee

Jamacha Road Streetscape Improvements
City of El Cajon

El Centro General Plan Update
City of El Centro

El Centro Mixed Use Zoning Code Update
City of El Centro

Paradise Creek Transit Oriented Development
City of National City

North Harbor Drive Vision Plan
Port of San Diego

Sepulveda Transit Corridor Planning
LA Metro

Police Headquarters & Welcome Center
San Bernardino Unified School District

Carlsbad Housing Element
City of Carlsbad

Clay Park General Development Plan and Implementation
City of San Diego

Riensta Park Feasibility and Accessibility Study
City of Chula Vista

Strata Park
City of Chula Vista

Montage Park
City of Chula Vista

Centerpark
City of Chula Vista

Barham Drive Urban Trail
City of San Marcos/SANDAG

Children's Park Improvement Plans
City of San Diego

The Reserve Design Guidelines
La Jolla, CA

City of El Cajon Downtown Roundabout & Streetscape
City of El Cajon

City of Oceanside General Plan Update
City of Oceanside

Del Mar Civic Center
City of Del Mar

El Centro Library & Community Center
City of El Centro

Pico Branch Library at Virginia Avenue Park
City of Santa Monica

San Diego Federal Courthouse
General Services Administration (GSA)
San Diego, CA

Santa Monica City Yards
City of Santa Monica

Santa Monica Fire Station #1
City of Santa Monica

SCHMIDT DESIGN GROUP



JEFF JUSTUS has 34 years of in-depth experience in all aspects of public landscape architectural practices and is a Partner at Schmidt Design Group. Mr. Justus has provided leadership for numerous public projects of various size and scale, including habitat restoration, slope restoration, low-impact development, stormwater capture and treatment, public parks and open spaces, streetscapes and green streets, municipal facilities, and more. He is a certified landscape irrigation auditor, certified playground safety inspector, and qualified stormwater practitioner/developer in the state of California.

For nearly ten years prior to joining the Schmidt Design Group, Mr. Justus was a civilian staff landscape architect for the Navy Public Works Center in San Diego, California. Mr. Justus acted as the Division Manager in designing and managing recreational facilities, slope stabilization and revegetation, club facilities, hospitals, family housing, streetscapes, industrial sites, and coastal waterfront developments.

Jeff Justus

PLA, ASLA, QSP/QSD
TECHNICAL PARTNER

PROFESSIONAL LICENSE

Landscape Architect
CA 4028

Playground Safety Inspector
2308-1106

Certified Landscape
Irrigation Auditor
CA 85457

Qualified SWPPP Developer
(QSD)/Qualified SWPPP
Practitioner (QSP) #24959

EDUCATION

Bachelor of Science
Landscape Architecture
California State University,
San Luis Obispo

PROFESSIONAL AFFILIATION

Board Member, *Independent Rates Oversight Committee (IROC), San Diego*

Member, *American Society of Landscape Architects*

Member, *California Parks and Recreation Society*

SELECTED EXPERIENCE

County Administration Center Waterfront Park, San Diego, CA

East County Administrator/Recorder/County Clerk Facility, Santee, CA

County Juvenile Justice Campus, San Diego, CA

Civita Park, San Diego, CA

San Elijo Lagoon Nature Center, Cardiff-by-the-Sea, CA

San Diego County Emergency Vehicle Operation Coarse, San Diego, CA

Otay Valley Regional Park Active Recreation Area 3, San Diego, CA

Orange County Glassell Campus LID Retrofit, Orange, CA

Solana Beach Recycled Water Pipeline Extension Design, Solana Beach, CA

Laguna Woods City Hall LID Retrofit, Laguna Woods, CA

Miramar College Parking Structure and Police Sub-Station, San Diego, CA

Carlsbad City Hall Site Improvements, Carlsbad, CA

City of El Cajon Lighting Study, El Cajon, CA

Haster Basin Recreation Fields, San Diego, CA

Santee LMD Improvements, Santee, CA

Puente Creek Nature Education Center, La Puente, CA

Torrey Pines Fire Station, San Diego, CA

Charles Lewis III Memorial Park, San Diego, CA

SCHMIDT DESIGN GROUP



JEFFREY T. (JT) BARR is a licensed landscape architect with 23 years of experience. His professional expertise includes the design and implementation of dynamic spaces including parks and open spaces, streetscapes and green streets, civic spaces and plazas, mitigation and restoration efforts, stormwater capture and treatment, and much more. Mr. Barr is inspired by creating signature spaces informed by an intimate understanding of context; each project presents a new opportunity to build community, celebrate culture, and create sustainable systems. Mr. Barr provides leadership for projects of varying scales and budgets with an emphasis on developing comprehensive multidisciplinary solutions. His expertise encompasses the design and implementation of spaces that provide sustainable, context-responsive environments.

In addition to his private practice work, Mr. Barr has a passion for engaging the academic community. He received an Auxiliary Faculty Appointment at his alma mater, The Ohio State University, in 2009 and has been a visiting critic for numerous accredited universities.

Jeffrey T. (JT) Barr

PLA, ASLA

PRESIDENT & MANAGING PARTNER

PROFESSIONAL LICENSE

Landscape Architect
CA 5209 | OH 1501346

EDUCATION

Bachelor of Science
Landscape Architecture
The Ohio State University

PROFESSIONAL AFFILIATION

Member, *American Society of Landscape Architects*

Member, *California Parks and Recreation Society*

Member, *Building Resource Council Board, BIA San Diego*

Member, *Downtown San Diego Partnership*

Member, *Urban Land Institute*

SELECTED EXPERIENCE

County Youth Transition Campus, San Diego, CA

County Accessor/Recorder/County Clerk Facility, Santee, CA

Otay Valley Regional Park Active Recreation Area 3, San Diego, CA

County Public Health Center, San Diego, CA

County of Orange Youth Transition Campus, Orange, CA

County of Orange Glassell Campus LID Retrofit, Orange, CA

Torrey Pines Fire Station, San Diego, CA

De Anza Special Study, San Diego, CA

Civita Park, San Diego, CA

Pacific Highlands Ranch Community Park, San Diego, CA

3Roots Sports Park, San Diego, CA

Robertson Ranch Community Park, Carlsbad, CA

Tecolote Shores North and South Playground, San Diego, CA

El Corazon Park Site 1, Oceanside, CA

E Street Greenway Master Plan, San Diego, CA

Oceanside Beach Front Phase II, Oceanside, CA

14th Street Promenade- Second Block, San Diego, CA

Washing District Plan for Sustainable Community Development, Sacramento, CA

CATEGORY 10



CEQA Documents

Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Carey Fernandes, AICP

CEQA PROJECT MANAGER



Carey Fernandes is a senior project manager with 30 years' planning-related experience specializing in the planning, environmental, and development industries. Ms. Fernandes' diverse background of education and experience includes permit processing with local jurisdictions, coordination with public agency staff, preparation of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents, project management, due diligence, and feasibility analysis. As a senior project manager, she has worked on a number of planning documents, such as specific plans, comprehensive plans, and general plan updates.

In addition, Ms. Fernandes has served as on-call planning staff for several public agencies. She has also served as project manager and primary author of many environmental review documents throughout San Diego and Imperial counties. Ms. Fernandes also works with several Native American tribes in the western United States in the preparation of tribal environmental documents. Through this experience, she has developed a broad understanding of policy, planning, and environmental issues.

Education

San Diego State University
MA, Public Administration

University of California, Santa Barbara
BA, English

Certifications

American Institute of Certified Planners (AICP), No. 016067

Professional Affiliations

American Planning Association, Board of Directors, 2005–Present

Association of Environmental Professionals

Lambda Alpha International

Urban Land Institute

Project Experience

De Anza Revitalization Plan EIR, City of San Diego, California. Served as principal in charge for preparation of an EIR for an amendment to the Mission Bay Park Master Plan, which includes recommendations pertaining to recreation, guest housing, water quality improvements, creation of wetlands, waterfront trail and viewing areas as well as passive and active recreational uses. Issues included water quality, recreation, biological resources, traffic and land use.

EIR for County Wind Energy Ordinance, County of San Diego, California. Served as project manager for preparation an EIR for a Wind Energy Ordinance to address potential impacts associated with implementation of the new ordinance revisions. Provided support to the County staff with project start-up and scoping tasks, community outreach and responses to comments from the public review process. The EIR included both project-level and program-level analysis. Aesthetics, fire hazards, land use compatibility, noise, biological resources, and cultural resources were a few of the key issues analyzed in the EIR. Provided additional technical staff to help support the EIR analysis regarding certain issues that were sensitive to the public, such as low frequency noise, fire hazards, and biological resource impacts.

Countywide Vector Control Programmatic EIR, County of San Diego, California. Served as project manager for Countywide Vector Control Program EIR to mainstream vector control grants and improvements for cities and agencies throughout the county of San Diego.

EIR for County Tiered Equine Ordinance, San Diego, California. Served as project manager for preparation of EIR for a Zoning Ordinance Amendment related to equine uses. The Tiered Equine Ordinance prescribed regulations based on the property size and allowed a specified number of horses under a tiered level of discretionary and non-discretionary permit approvals. Tasks included preparation of environmental analysis and providing support for the County's community outreach efforts. The EIR was unique in that it required both program and project level analysis. Key issues analyzed in the EIR included aesthetics, agriculture, air quality and greenhouse gas emissions, biological resources, cultural resources, hazards, noise and traffic.

As-Needed Environmental Services, City of San Diego, California. Served as principal in charge on project for a variety of professional environmental services, including preparing CEQA/NEPA documents, construction monitoring, and preparation of conceptual plans and detailed plans and specifications for revegetation. Specific projects Dudek worked on included site assessments for two wetlands mitigation banks and preparing a weed management plan grant application for San Diego Association of Governments (SANDAG) TransNet funding. Dudek performs tasks in a timely manner, working closely with City of San Diego staff to identify an appropriate scope of work, budget, and schedule. Dudek is performing quality assurance/quality control (QA/QC) to provide high quality services throughout each task.

La Mesa Mixed-Use Overlay Zone, City of La Mesa, California. Served as project manager for preparation of an EIR to allow for adoption of the city's Mixed-Use Urban Overlay Zone (MUUOZ), which added regulations and standards to the zoning code to implement the objectives of the city's General Plan. New development is then subject to development standards of the MUUOZ, involving residential density, pedestrian orientation, building height, parking, and open space. The objective of the MUUOZ encourages smart growth land use patterns by orienting more density around existing public transit routes, such as the trolley line. Impacts analyzed in the EIR include traffic, air quality/climate change, and cumulative impacts.

Park Station Specific Plan, City of La Mesa, California. Serving as project manager for preparation of an EIR for the Park Station Specific Plan, a 5-acre development area consisting of four land use elements (mixed-use, multifamily housing, parks, and open space). Significant elements analyzed in the EIR process included air quality (greenhouse gas emissions), noise, biology, cultural resources, hazardous materials, traffic, and visual analysis.

E Watermark EIR, City of Del Mar, California. Served as project manager for the preparation of a Subsequent EIR that tiers off a previously prepared EIR for the same site. The project proposed changes to the land use and layout of the site into a multifamily residential development in accordance with the Del Mar Housing Element. Issues addressed included land use compatibility, removal of Torrey pines, visual and community character, and traffic.

Marsol Specific Plan, City of Del Mar, California. Served as principal in charge for preparation of a specific plan that proposes a multiple-building hotel resort complex including a 247,500-square-foot, 225-room resort hotel with two restaurants, a ballroom, banquet facilities, public access amenities, a spa and fitness center and a pool. Additionally, the project proposes approximately 157,000 square feet of resort villas use containing a variety of unit types. An underground parking structure is also proposed.

The Farm in Poway Specific Plan EIR, City of Poway, California. Served as principal in charge for the preparation of an EIR analyzing the potential impacts of a 117 acre specific plan in the City of Poway. The project includes a total of 160 single-family residences, permanent conservation open space, recreational areas, and various social and community amenities. Approvals included a Specific Plan, tentative subdivision map, general plan amendment and zone change. Issues included aesthetics, air quality, biological resources, greenhouse gas emissions, hydrology, land use, noise, public services, traffic and wildfires.

Alex Hardy

CEQA



Education

San Francisco State University
MA, History

University of California, Berkeley
BA, History

Alex Hardy is an environmental project manager with 22 years' experience as an environmental planner, program manager, quality-control reviewer, strategy advisor, and researcher and author, with a particular interest in water and other public infrastructure projects. Mr. Hardy has led preparation of the full spectrum of California Environmental Quality Act (CEQA) documents for water agencies and local jurisdictions. He is also an adept researcher and writer, employing his educational background in history.

Project Experience

As-Needed Environmental Services Contract, San Diego County Water Authority (Water Authority), California. Serving as contract manager/program manager, overseeing a range of work for the client's Water Resources Department and aiding projects throughout their life cycle. Providing advisory support on environmental-compliance strategy and assisting with a host of CEQA review and documentation tasks related to pipeline relining projects, metering station construction and modification, habitat revegetation, emergency repairs, communications system installation, and programmatic infrastructure improvement plans. Working with wildlife biologists and botanists to plan and implement project compliance under the Water Authority's Subregional Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP). Reviewing and commenting on work prepared by other consultants. Responsible for drafting the NCCP/HCP annual report documenting the organization's compliance with plant/wildlife species conditions and habitat mitigation. Overseeing a team of compliance specialists who perform construction monitoring of the client's contractors and operations and maintenance staff during a wide array of construction projects. Also responsible for allocating Dudek and subconsultant resources for environmental documentation, permitting support, research, and compliance monitoring work for a range of Water Authority projects. Managing contract budget and task order budgets, as well as providing regular progress updates along with invoices. Assisting with preparation of client's requests for proposals and consultant-selection process.

Mission Trails Flow Regulatory Structure II and Flow-Control Facility, Water Authority, San Diego, California. Managed environmental impact review and preparation of an addendum to a 2006 environmental impact report (EIR) for a 5-million-gallon water-storage reservoir situated along the Second San Diego Aqueduct corridor in the City of San Diego's Mission Trails Regional Park. The project was partially constructed in 2008–2010, but construction ceased for several years while the Water Authority conducted subsequent facilities planning and water-demand planning. The detailed EIR addendum considered the impacts of a redesigned project, as well as public impacts in a very prominent open space park, including effects on park users and surrounding residents due to restarting construction activity after a 10-year hiatus. Environmental work entailed obtaining updated waters permits due to expiration of previous approvals. The project also received renewed endangered species take authorization, which was now achieved under the client's NCCP/HCP, which was not in effect when the project first commenced. Provided input for environmental considerations in production of the construction contract plans and specifications. Managed the project's multi-year environmental compliance monitoring task order, with construction complete in spring 2023. Project changes realized during the construction process have

led to analysis of their effect on the project's prior CEQA documentation, with multiple additional addenda prepared to acknowledge the changes and their relationship to the 2006 EIR.

First San Diego Aqueduct Southern Structures Rehabilitation Project, Water Authority, Escondido and Poway, California. Managed biological resources impact review for a multi-location infrastructure replacement project that is exempt from CEQA but requires compliance documentation pursuant to the client's NCCP/HCP and permitting for excavation and construction in jurisdictional waters. Reviewed and provided comments and suggested revisions on construction drawings and contract specifications to ensure incorporation of NCCP/HCP conditions while maintaining an eye toward constructability. Oversaw preparation of a post-construction habitat restoration plan covering multiple locations with varying vegetation communities.

Bedford Canyon Wash Stage 2 Preliminary Environmental Review, Riverside County Flood Control and Water Conservation District, Corona, California. Served as project manager and primary client contact for a technical environmental analysis of a project extending open stormwater drainage channel through an unimproved sandy wash and flowing beneath California Department of Transportation (Caltrans) jurisdiction with a state highway overcrossing. Analysis included biological resources, cultural resources, and paleontological resources and will also require focused surveys for certain plant and wildlife species covered by the Western Riverside County Multi-Species Habitat Conservation Plan.

Simms Park Stormwater Capture and Teen & Senior Center Projects MND, City of Bellflower, California. Served as project manager for environmental impact review and preparation of an MND for the City of Bellflower addressing two public projects at Simms Park. One project is a stormwater capture facility to divert water from a concrete box storm drain into a storage reservoir proposed beneath the park's existing baseball/softball fields. Proposed park improvements include replacing the ballfield surface, replacing perimeter fence and lighting, and adding a bioswale. The second project is construction of a Teen & Senior Center to replace an old teen center building that was demolished in 2019. The new building footprint requires reconfiguration of the park's existing parking lot and landscaping. The two projects are planned to be constructed separately and are not related in need, but the City decided to cover them in a single CEQA document due to their proximity and potential for overlapping impacts. Analysis and CEQA documentation required coordination with the two projects' architects and engineers. Dudek's CEQA analysis included modeling of construction-phase and operational air pollutant and greenhouse gas emissions, an air quality health-risk assessment due to construction adjacent to residences, noise estimates, and assessment of biological resources and cultural resources in an urbanized environment. Dudek advised the City during the Assembly Bill 52 tribal cultural resources outreach and consultation process. The MND was adopted by the Bellflower City Council in August 2023.

West Mission Bay Drive Bridge Replacement Project, City of San Diego, California. Served as project manager for environmental review and permitting as a subconsultant to the design engineers on a project to replace an aging bridge crossing of the San Diego River near Sea World. Prepared NEPA review documentation for Caltrans as funding participant on this Federal Highways Administration local assistance project. Obtained permits from the California Coastal Commission, U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife, along with approvals from U.S. Fish and Wildlife Service and the National Marine Fisheries Service. The multi-year construction project is currently underway.

Chelsea Ohanesian

CEQA



Education

University of California, Davis
BS, Environmental Policy, Analysis and Planning with emphasis in Water Quality and focus in Wildlife Management

Professional Affiliations

American Planning Association – San Diego Chapter

Chelsea Ohanesian (*CHEL-see oh-huh-NEH-shun; she/her*) is an environmental planner with 11 years' experience in the environmental consulting industry, providing a wide range of services. Her experience includes project management (proposals, contract set up/initiation, invoicing, etc.), preparation of California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents, construction compliance, permitting, scheduling (protocol wildlife surveys and construction monitoring), water quality/supply analysis, biological reporting, agency coordination, and wildlife protocol survey scheduling. Ms. Ohanesian's experience allows her to work on a diverse array of projects, including but not limited to energy, housing, industrial, habitat conservation, and water projects. She has served a diverse client base of public agencies, including cities, counties, special districts, and joint powers authorities, as well as private entities such as land development companies. Her attention to detail, responsiveness to client needs, ability to connect with various resource departments, organization, and attention to detail has enabled Ms. Ohanesian to successfully take on challenging projects.

Project Experience

Riverview Development Project, Integral Communities, City of Santa Clarita, California. Serving as project manager for the preparation of technical reports as required by the City of Santa Clarita to conduct the CEQA analysis. Project is a mixed-use development consisting of single-family homes and commercial buildings.

Jefferson Murrieta Project, JPI Companies, City of Murrieta. Serving as deputy project manager for the preparation of technical reports as required by the City of Murrieta to conduct the CEQA analysis. The project is a proposed 831-unit apartment project located within a Transit-Oriented District in the City of Murrieta.

Solaris Business Park, Country Club Ventures, City of Escondido. Serving as deputy project manager and primary author of the environmental impact report (EIR) for the development of a business park, as well as a Specific Plan amendment, zone change/prezone, commercial subdivision map, and annexation into the City of Escondido.

Phelan 60, Covington Development Partners, City of Hesperia, California. Serving as project manager and supporting author of the EIR for the development of an industrial/warehouse space on behalf of Covington Development Group.

West Campus Upper Plateau Project, Lewis Group LLC, Riverside County, California. Serving as deputy project manager and supporting author for the environmental analysis. Project involves business park, industrial, and mixed-use development along with the development of public facilities and the preservation of park/open space, as well as placement of over 350 acres into conservation. Project is located within March JPA jurisdiction. Project

also involves an accelerated project schedule, review of all supporting technical studies, and preparation of the CEQA documentation for the project.

Drake Drive Warehouse Initial Study (IS)/Mitigated Negative Declaration (MND), Patriot Development Partners, City of San Bernardino, California. Serving as the supporting author of the IS/MND for the development of an industrial/warehouse building in the City of San Bernardino on behalf of Patriot Development Partners.

Sandalwood Travel Center IS/MND, J&T Management Inc., City of Calimesa, California. Serving as the deputy project manager for the IS/MND for the development of a travel center in the City of Calimesa on behalf of J&T Management Inc.

Addendum No.2 to the Final Initial Study/Negative Declaration for the Sunset Strip Off-site Signage Policy. City of West Hollywood, California. Serving as deputy project manager and primary **author** of the Addendum for the proposed digital billboard at 8501 Sunset Boulevard.

Sphere of Influence Extension Project, City of Indio General Plan EIR Addendum. City of Indio, California. Serving as deputy project manager and primary author of the GP EIR Addendum for the proposed extension of the City's Sphere of Influence for approximately 270 acres of land currently within the County of Riverside. (2023-2024)**Addendum to the City of Burbank Studios Master Plan EIR. City of Burbank, California.** Serving as deputy project manager and primary author of the Addendum to the City of Burbank Studios Master Plan EIR for the extension of a development agreement.

Housing Element Update and Program EIR for Los Angeles County, California. Served as supporting author for the preparation of the EIR for the Housing Element Update on behalf of the County of Los Angeles. The Housing Element Update included up-zoning and up-designating sufficient land to accommodate the Regional Housing Needs Assessment, as well as amending the County of Los Angeles General Plan.

On-Call CEQA Services for the County of Los Angeles Flood Control District, Los Angeles County, California. Providing support and guidance on CEQA questions or issues that arise on an on-call basis. Includes preparing Notices of Exemption for multiple proposed projects.

Negative Declaration for the Local Coastal Program/General Plan and Climate Action Plan, City of Imperial Beach, California. Primary author of the biological resources and hydrology and water quality sections of the negative declaration for this project.

MND for the Terramar Area Coastal Improvements Project, City of Carlsbad, California. Served as supporting author for the MND for the Terramar Area Coastal Improvements Project. The proposed project included improvements to Carlsbad Boulevard and bluff improvements.

MND for the Spruce Street Channel Improvement Project, City of Escondido, California. Supporting author of the MND for the Spruce Street Channel Improvement Project. The purpose of the project was to reduce flooding and increase channel capacity.

Mark Storm, INCE Bd. Cert.

CEQA



Education

Massachusetts Institute of Technology
BS, Aeronautics and Astronautics

Certifications

Institute of Noise Control Engineering (INCE) Board Certified

County of San Diego – Approved CEQA Consultant for Noise

Professional Affiliations

INCE-USA roles: Board of Directors, VP Public Relations, Community Noise Technical Committee Leader

Mark Storm is a senior acoustician with over 32 years' experience as a noise control engineer specializing in environmental noise assessment, mechanical systems noise control, and architectural acoustics. Mr. Storm evaluates noise and vibration impacts from residential, manufacturing, industrial (e.g., mining, fossil-fueled and renewable power generation, energy storage, electrical transmission, and natural gas transmission), municipal, educational, commercial, and mixed-use facilities upon sensitive human and wildlife receptors. His services include development and direction of noise and vibration measurement and prediction programs, mitigation recommendations, participation in public meetings, and peer review.

Mr. Storm has authored or managed many California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) noise technical studies and sections of environmental documents. He has also handled noise for several client Applications for Certification (AFC) brought before the California Energy Commission (CEC) and applicant Resource Report 9 (noise) submissions for projects under review by the Federal Energy Regulatory Commission (FERC).

Mr. Storm currently leads a team of senior acousticians and multiple mid- and junior-level analysts.

Project Experience

NTC H-Barracks Shelter Project, Public Works Department, City of San Diego, California. Provided baseline outdoor sound level measurement surveys and predictive analyses to assess future onsite occupant and worker exposures to aviation and roadway traffic noise. Ongoing consultation includes exterior-to-interior noise intrusion evaluation and recommendations for structure sound insulation and interior acoustical absorptive treatments to meet City and state requirements.

Lakeside Valve Station Replacement, Kleinfelder, San Diego County, California. Authored noise report to evaluate potential project construction and operation noise exceedances of San Diego County regulations at off-site adjoining existing residences and commercial land uses. Proposed project is a renovated City of San Diego station with multiple plunger valves and an emergency generator.

Utilities Undergrounding Program EIR, City of San Diego, California. Authored program-level EIR noise section (and technical analyses) including noise and vibration impact assessments associated with citywide implementation of electrical utilities undergrounding with respect to nearby noise-sensitive receptors.

Pomerado Segment 2 Channel – Municipal Waterways Maintenance Program, City of San Diego, California. Prepared predictive noise assessment of stormwater channel maintenance activities and recommended noise

mitigation measures. Utilized construction equipment database information from the Chollas Operations Yard study in lieu of generally more conservative FHWA Road Construction Noise Model User's Guide data.

El Camino Assisted Living, PMB LLC, San Diego, California. Prepared a noise report to assess noise and vibration impact associated with construction and operation of a 105,568-square-foot structure including 87 assisted living units, 18 memory care units, and assorted indoor and outdoor amenities. Project challenges included a multiple habitat planning area and existing single-family home community on adjoining property lines.

Southern First Aqueduct Structures Rehabilitation Project, San Diego County Water Authority, Escondido, California. Performed predictive analyses of multiphase construction noise to evaluate proposed installation of temporary noise barriers and protect occupants of nearby senior housing from noise exposures exceeding Escondido standards.

Juvenile Justice Campus Renovation, Department of General Services, San Diego County, California. Prepared noise section for CEQA IS, including study of proposed project changes to localized traffic flow noise, and increased outdoor ambient noise due to new HVAC systems, other electro-mechanical equipment, and vehicle back-up alarms. The multiphase project would modernize juvenile detention facilities at the existing site north of the Birdland community of San Diego.

Qualcomm Stadium Replacement EIR, City of San Diego, California. Directed predictive three-dimensional (3-D) noise models for analysis of multiple hosted events (pop music concert, motorsports, and football) to assess potential impacts to community due to proposed relocation of stadium.

SDSU Mission Valley Master Plan EIR, SDSU, San Diego, California. Directed preparation of noise study and EIR noise section for noise and vibration impact assessments associated with the proposed demolition of Qualcomm Stadium and subsequent multiphase on-site construction of a new stadium and associated development of the proposed San Diego State University (SDSU) Mission Valley "West Campus." Performed 3D sound propagation models for stadium attendance noise emission and aggregate building rooftop and underground parking garage HVAC noise. During project construction, provided on-site guidance (additional modeling, distance buffers, etc.) to contractors for noise mitigation to meet U.S. Fish and Wildlife criteria for sensitive avian species in off-site habitat adjoining the project site.

2018 Long Range Development Plan EIR, UC San Diego, California. Directed operation (stationary and transportation sources) and construction noise impact analyses for update of the University of California, San Diego (UC San Diego) long-range development planning of capital improvements and concurrent on-campus infrastructure development (e.g., Mid-Coast Trolley). The work included development of a cost-efficient campus-wide representative baseline sound level measurement survey, authorship of a noise technical report that included prediction results from usage of the Federal Highway Administration (FHWA) Traffic Noise Model (TNM) (version 2.5), draft EIR noise section, and response to client and public comments.

Theater District Living Learning District, UC San Diego, California. Directed and authored acoustical analyses to support preparation of an addendum to the 2018 UCSD Long Range Development Plan, which assessed potential noise and vibration impacts from the subject project, a new five-building mixed-used on-campus capital project to be developed south of Revelle College. Prepared and implemented construction noise and vibration mitigation plans.

Jennifer Reed

CEQA

Jennifer Reed is an air quality specialist with 17 years' experience. Ms. Reed leads Dudek's air quality services team, and has been responsible for the management, analysis, and technical leadership of projects subject to compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She has completed numerous environmental documents in support of a diverse range of public and private developments. Ms. Reed specializes in air quality, greenhouse gas (GHG) emissions, health risk assessment (HRA), and energy technical analyses, and continues to be on the forefront of evolving science, emissions modeling computer programs, regulatory framework, and case law.

Ms. Reed has prepared air quality and GHG assessments for a wide variety of development projects throughout California, including large residential projects, commercial and retail projects, industrial projects, mixed-use developments, colleges and universities, healthcare facilities, energy projects, water and wastewater infrastructure, and transportation improvements, including California Department of Transportation (Caltrans) air quality analyses. Additionally, she has considerable experience in project planning and regulatory compliance pursuant to the California Coastal Act (CCA) and has experience in project management, land-use permit processing, constraints analysis, development feasibility studies, due diligence investigations, and various other land-use planning projects.



Education

University of California, Santa Barbara
BA, Environmental Studies

BA, Geography

Professional Affiliations

Association of Environmental Professionals, Climate Change Committee

Air and Waste Management Association

Project Experience

Pure Water Program, North City Project, EIR, City of San Diego, California. Contributed to the air quality and GHG technical analyses for the North City Project which proposed to produce 30 million gallons per day of potable recycled water. This included expansions of existing water reclamation facilities, construction of new treatment facilities, and installation of 29 miles of new pipeline. The project included installing landfill gas fueled power generation at the existing treatment facility

4275 Mission Bay Drive Mixed-Use Project, JPI Real Estate Acquisition LLC, San Diego, California. Contributed to the GHG emissions technical report that analyzed potential impacts associated with development of 172 residential units totaling approximately 200,000 square feet gross floor area, 15,500 square feet of commercial retail and office space, and subterranean parking. The project is designed to be a transit-oriented development and GHG emissions reductions associated with the project's sustainable design features were quantified in the analysis.

Starbucks Coffee Project, Starbucks Corporation, Encinitas, California. Prepared the GHG emissions technical report that analyzed potential GHG emissions associated with development of a coffee shop with drive-through and consistency of the project with the City's Climate Action Plan. For disclosure, the analysis also compared GHG emissions associated with the project without a drive-through.

Otay Ranch Village 14 and Planning Areas 16/19, Jackson Pendo Development, San Diego County, California. Managed and contributed to the air quality and GHG emissions technical reports for development of 994 homes, up to 10,000 square feet of commercial/retail uses, public safety facilities, an elementary school, parks, and recreational facilities.

Country Club Villages, New Urban West Inc., Escondido, California. Contributed to the air quality and GHG emissions analyses for the EIR for The Villages Specific Plan located in the city of Escondido. The project proposes a series of residential villages and the ultimate development of 392 homes, a club house, restaurant, open spaces, and greenbelt throughout the community, within a previous golf course.

Le Petite Ecole School Project, Gerald Gaucher, San Diego County, California. Managed and prepared the GHG emissions technical report that analyzed potential impacts associated with renovation and redevelopment of an approximately 55,560-square foot two-story office suite to accommodate an English-French pre-kindergarten through 12th grade private school over two phases. Because Phase 1 and Phase 2 involve different land uses, different land use intensity, and different operational years, the analysis evaluated emissions associated with each distinct phase to identify the potential maximum annual (i.e., worst-case) project-generated operational emissions.

New Kaiser Medical Center Project, Kaiser Foundation Health Plan Inc., San Diego, California. Served as an air quality analyst in the preparation of the project EIR and air quality technical report for the development of 936,000 square feet of new hospital campus uses on approximately 20 acres located in the Kearny Mesa planning area in the City of San Diego.

Sunrise Specific Plan, City of San Marcos, California. Contributed to the air quality and GHG emissions analyses for the technical report and EIR for the Sunrise Specific Plan. The project proposes up to 192 multifamily dwelling units on a 14.4-acre site situated at the City of San Marcos' southeastern limits.

Eastlake Apartments, Mid Town LLC, Chula Vista, California. Contributed to the air quality and GHG emissions assessments for the construction and operation of 156 residential apartment units on a 9.3-acre site located at the southwest corner of State Route (SR) 125. Contributed to the roadway health risk assessment (HRA), which determined the potential impact to the future residents of the proposed project area due to diesel particulate matter emissions resulting from truck traffic along SR 125.

Hughes Circuits Project, City of San Marcos, California. Contributed to the air quality and GHG emissions analyses for the technical report and EIR for the Hughes Circuits Project. The project consists of development of a 67,410-square-foot manufacturing building to support the expansion of the existing operations of Hughes Circuits Inc.

ARCO Service Station Expansion, Bonsall Service Station LP, San Diego County, California. Responsible for preparation of air quality and GHG assessments, which include modeling of gasoline tank emissions. Dudek was contracted by Bonsall Service Station LP to provide environmental services (CEQA documentation) to raze and rebuild the ARCO ampm station located near the community of Bonsall in San Diego County. The project proposes to rebuild the existing gasoline canopy from a four- to a nine-multiproduct dispenser.

Micah Hale, PhD, RPA

CEQA

Micah Hale is Dudek's cultural resources practice manager and lead principal investigator, with technical expertise as a lithic and groundstone analyst, invertebrate analyst, and in ground penetrating radar. Over the course of his 28-year career, Dr. Hale has served as a principal investigator in the public and private sector for all levels of archaeological investigation, as a public outreach coordinator and as an assistant professor at the University of California (UC), Davis. As Dudek's cultural resources practice manager, he currently functions as a principal investigator in project oversight including proposals, research designs, fieldwork, artifact analysis, and report authorship.

Dr. Hale's experience is both academic and professional spanning California, Arizona, Nevada, and Oregon, including work for Naval Facilities Engineering Command (NAVFAC) Southwest, California Department of Transportation (Caltrans), Western Area Power Administration, Bureau of Land Management (BLM), U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (USFWS), California State Parks, various city and county agencies, and directly for Native American groups.

Dr. Hale has supervised numerous large-scale surveys, test excavations, data recovery programs, and geoarchaeological investigations, served as a third-party review consultant, and an expert witness in legal proceedings. He has authored research designs, management and treatment plans, proposals, preliminary and final reports, and technical analyses. Dr. Hale has integrated his personal research interests into projects and participated in professional symposia at local and national venues, including the Society for American Archaeology and the Society for California Archaeology. Additionally, he has conducted academic research in the Polar Arctic, Greenland. Dr. Hale's current focus is on hunter-gatherer archaeology of California and the Great Basin, applying theoretical premises of cultural evolution and human behavioral ecology.



Education

University of California, Davis
PhD, Anthropology

BS, Anthropology

California State University, Sacramento
MA, Anthropology

Certifications

Register of Professional Archaeologists (RPA)

Professional Affiliations

Antelope Valley Archaeological Society

San Diego Archaeological Society

Society for American Archaeology

Society for California Archaeology

Dr. Hale currently assists in the preparation of technical descriptions and analyses for environmental impact statements and reports at the state and federal levels for Dudek projects. Examples of completed environmental sections include those prepared for the Yokohl Ranch, Rio Mesa Solar, Soitec Rugged and Tierra Del Sol Solar, San Diego Gas and Electric's (SDG&E) Wood to Steel project, and various others.

Project Experience

Poseidon Resources Desalination Plant and Pipeline Wetland Mitigation Archaeological Evaluation, City of San Diego, San Diego County, California. As project manager and principal investigator, developed methods and strategies to evaluate archaeological deposits most likely related to the 1782 ethnohistoric Kumeyaay village of La Punta located within the wetland mitigation area. Project included geotechnical coring and backhoe exploration to

locate and evaluate buried archaeological deposits Duties included assistance provided to the USFWS for NAGPRA consultation and implementation.

San Clemente Canyon Survey, City of San Diego Metropolitan Wastewater Department, City of San Diego, San Diego County, California. As principal investigator and field director, supervised and conducted an intensive pedestrian survey of proposed access road maintenance for the San Clemente Canyon sewer line. Two cultural resources were identified. Conducted site documentation, prepared sites forms and technical report. Managed survey crew member.

Lake Murray Survey, City of San Diego Metropolitan Wastewater Department, La Mesa, San Diego County, California. As field director, conducted survey of proposed trunk sewer replacement in La Mesa. Prepared portions of the technical report.

Carmel Valley Archaeological Monitoring, City of San Diego Metropolitan Wastewater Department, Carmel Valley, San Diego County, California. As field monitor for pre-trenching for placement of sewer line, conducted monitoring and wrote portions of technical report.

El Cuervo Wetlands Mitigation, City of San Diego Land Development Review Department and Mitigation Monitoring Coordination, Carmel Valley, San Diego County, California. As co-principal investigator, supervised an archaeological monitoring project in central San Diego County, conducted test excavation of one site identified during monitoring. The site was evaluated as not significant. Prepared portions of technical report and supervised on-site monitor.

Phase II Archaeological Data Recovery for the Newland Homes Sierra Project, San Diego County, California. As project manager and principal investigator, supervising data recovery investigations at two significant prehistoric archaeological sites and historic archival research of a homestead in support of the Newland Sierra Environmental Impact Report (EIR).

Phase I Inventory and Phase II Cultural Resources Evaluation for the Star Ranch Project, RBF Consulting, San Diego County, California. As project manager and principal investigator, supervised CEQA inventory and evaluation for private development.

Phase II Archaeological Evaluation of Two Prehistoric Sites, Torrey Pines Glider Port, San Diego County, California. As project manager and principal investigator, supervised CEQA evaluation of two prehistoric archaeological sites for the Torrey Pines City Park General Development Plan.

Data Recovery of One Prehistoric Site for the Rhodes Property, Sea Breeze Properties, San Diego County, California. As project manager and principal investigator, supervised CEQA compliant data recovery of a large prehistoric site for a residential development.

Archaeological Survey of the La Mesa Meadows Residential Development Project, Helix Environmental, San Diego County, California. As principal investigator, conducted a survey of a proposed residential development in San Diego County.

Pankey Ranch Testing, Pardee Homes, Northern San Diego County, California. As field director, supervised excavation of shovel test pits to delineate the boundaries of site CA-SDI-682, the prehistoric village of Tom-Kav. Managed field personnel, conducted excavation, and wrote portions of technical report.

Megan Enright

CEQA



Megan Enright is a senior project manager with 27 years' experience in environmental planning, specializing in biological resource analyses for environmental documents, regulatory compliance, and botanical surveying. Ms. Enright has served in a variety of project management and lead biologist roles for a diverse client base, including cities, counties, special districts, joint powers authorities, and land development companies. In her project work, Ms. Enright solves biological and regulatory challenges and leads interagency coordination efforts to facilitate the entitlement and environmental permitting process. Additionally, she conducts wetland delineations and endangered species surveys and evaluates mitigation sites. Ms. Enright is trained and skilled in botanical surveying, including vegetation mapping, rare plant surveys, and wetland delineations. She is also experienced in the identification of Southern California flora.

Education

University of California, San Diego
BS, Biology/Ecology

Certifications

CDFW Rare, Threatened, and Endangered Plant Voucher Collection Permit, Permit No. 05006

Professional Affiliations

California Native Plant Society

Association of Environmental Professionals

Southern California Botanists

Project Experience

Persea Project, LLJ Orion Pacific Vista, LLC, Vista, California. Ms. Enright served as the permitting lead for 10.4-acre multifamily residential project in the City of Vista. The project is environmentally constrained due to the presence of thread-leaved brodiaea (Brodiaea filifolia), a federally listed threatened and state-listed endangered species, and jurisdictional waters of the U.S./State. Dudek and the applicant conducted multiple pre-application meetings with the resource agencies prior to circulating the public review draft of the EIR to discuss the required permitting and preferred mitigation as well as project alternatives that the resource agencies wanted analyzed in the EIR. In August 2017, Dudek prepared permit applications for a Section 404 Nationwide Permit (NWP) from the U.S. Army Corps of Engineers (ACOE), Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB), Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW), and a 2081 Incidental Take Permit from CDFW for take of thread-leaved brodiaea. Despite of significant environmental and regulatory constraints, all permits were issued in less than 1 year meeting the project schedule.

Lake Elsinore Back Basin, City of Lake Elsinore, County of Riverside, California. The City of Lake Elsinore in further refining its land use plan and evaluating development and conservation lands relative to the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) criteria, including evaluating the existing habitat value of conserved lands, conservation requirements for undeveloped lands, and any remaining conservation values to be fulfilled in this area by the City. Ms. Enright is the project manager and lead biologist for the biological evaluation of the approximate 1,600-acres back basin area. Surveys included: (1) vegetation mapping, including mapping of MSHCP riparian/riverine and fairy shrimp habitat; (2) narrow endemic and criteria area plant species habitat assessments and focused surveys; (3) least Bell's vireo and southwestern willow flycatcher focused surveys; and (4) a burrowing owl habitat assessment. After the baseline biological surveys were conducted, Dudek prepared a

conservation analysis identifying the land with the highest biological functions and values to further refine the conservation goals in the Lake Elsinore back basin.

Wine Country Specific Plan, City of Yucaipa, City of Yucaipa, California. Served as the senior project biologist for the 1,108-acre specific plan in the City of Yucaipa. The proposed project would subdivide the site into home and estate lots and nonresidential areas for vineyards, trails, and open space. Dudek conducted vegetation mapping, a small mammal habitat assessment, protocol-level burrowing owl surveys, protocol-level California gnatcatcher surveys, and an aquatics jurisdictional delineation. Dudek prepared a biological resources technical for CEQA.

Freeway Corridor Specific Plan, City of Yucaipa, City of Yucaipa, California. Served as the senior project biologist for the 1,238-acre specific plan in the City of Yucaipa. The proposed Project would subdivide the Project site into a mixture of residential, commercial, business, public, agricultural tourism, and open space land uses. Dudek conducted vegetation mapping, a California gnatcatcher habitat assessment, an arroyo toad habitat assessment, a small mammal habitat assessment, protocol-level burrowing owl surveys, protocol-level least Bell's vireo

Alicante Apartments, Lanshire Housing Partners, LLC, City of Carlsbad, California. Served as the senior project biologist for the 4-acre project, a new multi-family residential development, in the City of Carlsbad. Dudek conducted the aquatics jurisdictional delineation and vegetation mapping. Dudek prepared a biological resources technical for CEQA.

Mesa Verde Specific Plan Area 2 Amendment 2, Mesa Verde Owners, LLC., City of Calimesa, California. Served as the senior biologist the 1,485-acre specific plan amendment in the City of Calimesa. The Mesa Verde Specific Plan Area 2 Amendment 2 Project, which is an amendment to the Mesa Verde Estates Specific Plan (SPA 13-01) that was previously adopted in 2007 and subsequently amended in 2017, would serve as the policy and regulatory document, functioning as the zoning code, for the development of the Mesa Verde Specific Plan Area 2 Amendment 2 Area. Dudek conducted vegetation mapping, an aquatics resource delineation, special-status plant surveys, and protocol-level burrowing owl surveys. Dudek prepared a biological resources technical for CEQA. Dudek prepared a Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) consistency document and a determination of biological equivalent or superior preservation report (DBESP) for the Western Riverside Regional Conservation Authority review and approval.

Tejon Mountain Village, Tejon Mountain Village LLC, Kern County, California. The Tejon Mountain Village (TMV) project consists of 28,000 acres of undeveloped land on the southern border of Kern County. Ms. Enright was the project director responsible for a team of environmental planning experts. Dudek was assisting TMV with multiple environmental planning services to prepare an environmentally sensitive development. Dudek's services included preparation of a comprehensive biological database through vegetation mapping and focused wildlife and plant surveys. Biological resources work has included vegetation mapping; a special-status botanical survey over three survey periods; focused surveys for over 20 special-status bird species; focused surveys for a variety of upland and aquatic reptiles and amphibians; focused surveys for bats, ringtail, and other small mammals; and a multifaceted analysis of local and regional wildlife movement. Ms. Enright oversaw the development of survey methods for each of these resource areas and coordinated field surveys and documentation among a staff of over 30 biologists. Once the biological baseline data was assembled, Dudek coordinated with the land planning team to develop avoidance and minimization measures that would avoid impacts to key sensitive biological resources. Coordination included in-depth use of geographic information system (GIS) tools to demonstrate the relationship of each resource to the land plan.

Michael Huff, RCA

CEQA

Michael Huff is founder and manager of Dudek's Urban Forestry/Fire Protection Planning team with 31 years' experience as a forester and fire protection planner. Mr. Huff specializes in management of community-wide and project-specific fire protection plans (FPPs), Fire Fuel Load Modeling Reports, wildland–urban interface (WUI) fire management plans, wildfire hazard reduction projects, Wildfire Evacuation Plans, and California Environmental Quality Act (CEQA) supporting technical documents



Education

Northern Arizona University
BS, Forest Management

Certifications

Registered Consulting Arborist (RCA), No. 640

Certified Arborist, No. WE-4276A

San Diego County Department of Planning and Land Use-Approved Fire Protection Planner

Laguna Beach Fire Department-Approved Fire Protection Planner

Certified Wildland Fire Ecologist

Professional Affiliations

American Society of Consulting Arborists

National Fire Protection Association – International

California Fire Chief's Association – Fire Prevention Officers

Project Experience

The Junipers Age-Restricted Residential Development, Lennar Homes, San Diego, California. Managed the preparation of a comprehensive FPP and Evacuation Plan for this 550-unit project. Dudek's fire specialists performed extensive analysis of the fire environment and documented the project's compliance with enhanced fire safety requirements. In addition, Dudek provided extensive analysis of the ability to evacuate the area based on existing conditions and post-project, enhanced conditions, noting that the project provides additional options and capacity, resulting in a safer area than the current condition.

Trails at Carmel Mountain Ranch Residential Development Project, New Urban West, San Diego, California. Managed and prepared a Fire Fuel Load Modeling Report and Wildfire Evacuation Plan for this golf course to housing conversion project. Dudek provided extensive analysis of the wildfire hazards and threat and provided steps to mitigate the risk, including unique, site-specific Brush Management Zones. Dudek also provided an extensive analysis of evacuation for the project and potential evacuation impacts on existing communities in the area.

Fairmont Fire Station Fire Fuel Load Modeling Report, City of San Diego, California. Managed the preparation of a Fire Fuel Load Modeling Report and Brush Management Plan for a proposed fire station site within a high fire hazard severity zone. The project included evaluation of the fire hazards and overall risk and appropriate measures, including brush management and vertical, non-combustible walls, to protect the station from wildland fire.

PETCO Headquarters Wildfire Risk Assessment, PETCO, San Diego, California. Performed a site assessment of the headquarters' grounds to determine the potential wildfire vulnerability and provide recommendations to reduce the potential threat. Among the recommendations were active maintenance of unmaintained fuels on slopes, enforcement of smoking policies and use of butt receptacles, and regular maintenance of palm tree petticoats throughout the site.

University of California, San Diego Fire Protection Planning Study, University of California, San Diego Planning Department, La Jolla, California. Prepared a Fire Protection Planning Study to support the University of California, San Diego Long Range Development Plan (LRDP) process. The study evaluated the site's fire risk, which includes a large eucalyptus forest and native chaparral and coastal sage scrub landscapes, along with laying out best practices for fire protection. As the LRDP is realized, the fire protection measures and features defined in the Fire Protection Planning Study document will be used to guide fire safety requirements.

San Diego State University Campus Housing FPP, San Diego State University, California. Managed and was primary author of this FPP for new campus housing located next to a wildland canyon. The FPP addresses the potential fire risk and delineates fuel modification zones and building requirements for ignition resistance.

Miramar Naval Station Fire Management Plan, K2U&A Consultants, San Diego County, California. Participated in field assessments across the Miramar Naval Station and prepared multiple sections of the Fire Management Plan. The Fire Management Plan focused on fire behavior on the site, creation of mosaic fuel patterns and discussion of fire history, likely fire scenarios, and use of prescribed fire as a fuel reduction tool.

Integrated Natural Resources Management Plans, United States Air Force and United States Marine Corps, Nellis Air Force Base, Nevada and Marine Corps Air Station Miramar, California. Assisted with the preparation of integrated natural resources management plans for Nellis Air Force Base (AFB) in Nevada and Marine Corps Air Station Miramar in California.

Wildfire Hazard Reduction Project, Crest Canyon, City of Del Mar Fire Department, California. Managed this project for the Del Mar/Solana Beach Fire Department. The project included parcel by parcel inspection and assessment of 65 parcels within or directly adjacent to Crest Canyon. Dudek recommended fuel reduction treatments for each parcel, prepared specifications for contractor bid, and monitored contractor work for this project. Dudek also provided community education and outreach due to highly emotional ties to flammable trees and vegetation requiring removal. In all, 134 tons of fuels were treated with all but 15 tons remaining on site as chipped ground cover.

Wildfire Hazard Reduction Project, Saxony Canyon and Lake Val Sereno, City of Encinitas Fire Department, California. Dudek was contracted by the City of Encinitas Fire Department to perform a prioritization analysis and then focused fire hazard reduction projects in the city's WUI. Dudek performed lot-by-lot analysis for some 300 parcels, ran fire behavior models for each site, and prepared lot-by-lot treatment specifications. Dudek worked with in-house biologists and restoration specialists to ensure that fuel reduction work was being completed within governing regulations.

Sweetwater Reservoir Expansion, Sweetwater Authority, San Diego County, California. Authored the environmental setting section of an environmental assessment for a proposed Sweetwater Reservoir expansion in southern San Diego County.

Otay Ranch Village 13 FPP, Baldwin & Sons/Moller, San Diego County, California. Managed this mixed-use master planned community Fire Protection Plan project. The project includes 1,938 residential units along with commercial, school, fire station, open space, recreational areas, and related infrastructure. The project is located within a very high fire hazard severity zone, and the FPP analyzed the site's hazards, determined overall risk, and mitigated that risk through project design features. The project included development of fuel modification zones, emergency response times, evacuation planning, and ignition resistant building construction specifications.

MICHELLE L. BALK
Owner/Principal Biologist
Balk Biological, Inc.

SUMMARY

Ms. Balk has over 20 years of experience as a biological consultant in California. Project experience includes general and sensitive floral and wildlife surveys, vegetation mapping, wetlands delineation and permitting, mitigation monitoring, construction monitoring, and environmental document preparation. She has also participated in the development of habitat conservation plans pursuant to Section 10 of the Federal Endangered Species Act, and frequently teaches botany classes and workshops for the California Native Plant Society.

EDUCATION

- M.S., Biology with Ecology and Evolution emphasis, University of Akron (1999)
- B.S., Zoology, Iowa State University (1997)

CERTIFICATIONS

- CDFG Rare, Threatened, and Endangered Plant Voucher Collection Permit
- CDFW-permitted Flat-tailed Horned Lizard Biologist
- Balk Biological Consulting has been certified as a Small Business Enterprise through the Coalition of Southern California Public Agencies and as a Small Business/Microbusiness through the State of California Department of General Services. The company is also registered in the U.S. Government's Central Contractor Registration (CCR) database as a Small Business and a Woman-Owned business and is California Public Utilities Commission-certified as a Women Business Enterprise.

SELECT RELEVANT PROJECT EXPERIENCE

Project Biologist/Botanist, Widget, Enhancement, and Compliance Contracts, San Diego Gas & Electric, San Diego County, California. January 2012 – present. Prepared Preactivity Survey Reports (PSRs) for a variety of sites throughout this utility's service area, including those on Bureau of Indian Affairs lands and in the Cleveland National Forest. Performed biological compliance construction monitoring for pole replacement and line decommissioning projects in San Diego and southern Orange Counties. Examined work sites to identify sensitive resources and communicated these constraints to construction crews. Monitored crews during construction to assist in the avoidance of impacts to sensitive biological resources. Communicated directly with Client regarding specifics of biological constraints and pole replacement procedures and accepted methodologies. Performed pre-construction nesting bird surveys and monitored nesting birds during construction. Prepared verification memos prior to construction and monitoring memos subsequent to monitoring. Performed suitable habitat analyses for Quino checkerspot butterfly at numerous facility locations. Monitored restoration of impact areas back to coastal salt marsh, coastal sage scrub, chaparral, and grassland, and provided recommendations to Client for remedial measures to improve restoration of sites.

Biologist, Vegetation Monitoring, Naval Air Station North Island, Coronado, CA. March 2015-present. Monitoring of a dune restoration site for vegetative cover quality, biological activity and presence of Nuttall's lotus. Prepared Vegetation Monitoring Reports from data collected.

Task Manager, Pure Water Program, City of San Diego Pure Water Project Special-status Plant Surveys, City of San Diego Public Utilities Department, San Diego, California. 2016. Trained, managed, and led special-status plant survey team for this approximately 20-mile alignment. Determine

proper timing of surveys and performed QA/QC on data obtained. Led reference population checks of special-status plant locations to assist survey crew in refining search image for rare plants.

Project Botanist, Private Residential Development Project, Escondido, California. April and May 2015. Performed special-status plant and oak tree surveys on approximately 1000-acre parcel containing oak woodlands, coastal sage scrub, grasslands, and chaparral. Discovered several species of rare plants not previously recorded in earlier surveys of the parcel.

Project Botanist, Salt Creek PEA, San Diego Gas & Electric, Chula Vista, CA. March – September 2012. Surveyed approximately seven miles of electricity line upgrade and new substation site for early-, mid- and late-blooming sensitive plants. Mapped over 500 locations of 14 special-status plant species using both a hand-held Trimble GPS unit and hard-copy field map interpretation. Coordinated with GIS staff on data management and graphics production and prepared rare plant survey report for project.

Project Biologist/Botanist, Miramar Trunk Sewer Replacement and Permanent Access Project, City of San Diego Metropolitan Waste Water Department, City of San Diego, California. 2004-2006. Performed delineation of Waters of the United States and wetlands under the jurisdiction of the U.S. Army Corps of Engineers (USACOE), California Regional Water Quality Control Board (RWQCB), and California Department of Fish and Game (CDFG). Completed vegetation mapping and sensitive plant surveys on this 13-acre project site. Conducted focused plant surveys for the state- and federally-listed willowy monardella and Encinitas baccharis. Coordinated with others on specific project design and prepared biological resources report.

Project Biologist/Botanist, Fanita Ranch Project, Santee, California, **Barratt American, Inc. 2004-2006.** Performed vegetation mapping, wetlands delineation, rare plant surveys, and Quino checkerspot butterfly surveys on 2,000 acre property and potential mitigation site.

Project Biologist/Botanist, High Meadow Ranch Residential Development Project, Vicar Ventures, LLC, Community of Lakeside, County of San Diego, California. **2004 – 2006.** Performed wetlands delineation and prepared wetlands permit applications, including conceptual mitigation plan, for 800-acre residential development project. Coordinated and negotiated with wetlands resource agencies and the U.S. Fish and Wildlife Service regarding sensitive species issues onsite.

Project Botanist, Marine Corps Base Camp Pendleton, County of San Diego, California. **2005.** Conducted rare plant surveys for Pendleton button celery (*Eryngium pendletonensis*) on 246 acres.

Project Biologist/Botanist, State Route 125 South, California Department of Transportation, City of San Diego, California. 2004. Conducted rare plant surveys and Quino checkerspot butterfly surveys for mitigation site alternatives.

Project Biologist/Botanist, Village 3 Project, Otay Ranch Company, City of Chula Vista, California. 2003. Conducted vernal pool floristic surveys and rare plant surveys, including focused surveys for the federally-listed threatened and state-listed endangered Otay tarplant, on 263 acre site.

SHELLEY LAWRENCE
Senior Biologist
Balk Biological, Inc.

SUMMARY

Mrs. Lawrence has been involved in a number of large-scale ecological projects ranging from restoration to research in Southern California for over eight years. Her project experience includes biological compliance monitoring and consulting, biological sampling and analysis, as well as habitat restoration of upland and coastal sites.

EDUCATION

- M.S. Biological Sciences (Ecology Concentration), California State University, San Marcos (2015)
- B.S., Biological Sciences (Ecology Concentration), California State University, San Marcos (2011)
- A.A., Geographic Information Systems, Palomar College, San Marcos (2011-present)
- Minor, Chemistry, California State University, San Marcos (2011)

RELEVANT PROJECT EXPERIENCE

Junior Biologist, Balk Biological, Inc., Encinitas, CA. September 2014 – present:

Biologist, City of San Diego, Emergency Storm Water Monitoring, San Diego, CA. January **2017-Present.** Provides experienced biological consulting to the City of San Diego to ensure adherence to permits issued by U.S. Fish and Wildlife, Regional Water Quality Control, Board, California Department of Fish and Wildlife, US Army Corps of Engineers, and the Master Storm Water System Maintenance Program during storm drain activities. Ms. Mulrooney coordinates with Project Managers, City employees, and construction foremen to navigate through challenges including, waste water management, diversion berms and pumps, and vegetation removal on over a dozen projects.

Biologist, Tijuana River, The City of San Diego, San Diego, CA. September 2016- Present. Biological monitoring of storm water maintenance and mitigation activities in the Tijuana River. Provided biological recommendations for the management of the invasive Polyphagous Shot Hole Borer beetle. Performed weekly nesting bird surveys and provided survey results and permit compliance status in technical reports for multiple agencies.

Biologist, Pure Water Program, City of San Diego Pure Water Project Special-status Plant and California Gnatcatcher Surveys, City of San Diego Public Utilities Department, San Diego, California. 2016. Performed special-status plant and assisted in California gnatcatcher surveys along this approximately 20-mile alignment.

Biologist, Widget and Compliance Contracts, San Diego Gas & Electric, San Diego County, CA. September 2014 – present. Prepared Preactivity Survey Reports (PSRs) for a variety of sites throughout this utility's service area, including those in the Cleveland National Forest. Performed biological compliance construction monitoring for pole replacement, line decommissioning, and substation decommissioning and expansion projects in San Diego and southern Orange Counties. Examined work sites to identify sensitive resources and communicated these constraints to construction crews. Monitored crews during construction to assist in the avoidance of impacts to sensitive biological resources. Performed pre-construction nesting bird surveys and monitored nesting birds during construction. Prepared verification memos prior to construction and monitoring memos subsequent to monitoring.

Brian Lohstroh
Senior Biologist
Balk Biological Inc.

SUMMARY
Mr. Lohstroh is a USFWS-permitted biologist and has over 20 years of expertise in Southern California ecology. He has successfully completed and managed a wide variety of projects including those focused on wildlife surveys, habitat assessments, exotic predator control programs, and large construction projects requiring coordination of subcontracted biological monitors. Mr. Lohstroh is experienced in writing biological assessments and technical reports, conducting wetland delineations, habitat restoration, rare plant surveys, vegetation mapping, pitfall trapping, and environmental impact analysis. Mr. Lohstroh has also participated in several research projects focusing on the flora and fauna of southern California, including the Long Term Ecological Monitoring Project on Marine Corps Air Station Miramar, the Bird and Plant Atlas Projects with the San Diego Natural History Museum, and the Desert Tortoise Reproductive Study conducted by the Biological Research Division of the U.S. Geological Survey. Mr. Lohstroh also regularly conducts nesting bird surveys for large scale projects, including the Tactical Infrastructure Maintenance and Repair Project along the International Border, SDG&E Wood to Steel, and Sunrise Power Link.

Areas of Expertise

- Special Status Species Surveys, Habitat Assessment and Monitoring
- Wetland Delineation
- Nesting Bird Surveys (MBTA Compliance)
- Biological Opinion Compliance
- Construction Monitoring
- Vegetation Mapping
- Rare Plant Surveys
- Environmental Impact Analysis
- Non-native Species Eradication

U.S. Fish and Wildlife Service
Recovery Permit No. TE-063608-5

Presence/Absence Surveys:

- Quino Checkerspot Butterfly (Acquired 2002)
- Fairy Shrimp (Acquired 2003)
- California Gnatcatcher (Acquired 2005)
- Southwestern Willow Flycatcher (Acquired 2005)

Additional Species Experience

- Arroyo Toad (USFWS Approved Handler)
- Flat-tailed Horned Lizard (DFW Approved Handler)
- Least Bell's Vireo
- Burrowing Owl Surveys and Relocation
- California Red-legged Frog
- Blunt-nosed Leopard Lizard
- Rattlesnake Relocation

Brian Lohstroh
Senior Biologist
Balk Biological Inc.

- Wildlife Corridor Studies
- Desert Tortoise

Education

Bachelor of Science: Ecology, Behavior, and Evolution, University of California at San Diego (1997)

SELECT RELEVANT PROJECT EXPERIENCE

California Gnatcatcher and Vernal Pool Surveys, City of San Diego Pure Water Project, San Diego, California. Conducted protocol surveys for California gnatcatcher and listed fairy shrimp along several portions of the Project's alignment in San Diego, Lakeside and Santee. (2016)

Thread-leaved Brodiaea, Wet and Dry Season Vernal Pool Surveys, Marine Corps Base Camp Pendleton, California. Provided field support for a large 80+ acre parcel known as Vernal Pool Group 68. Followed MCBCP's protocol for Brodiaea surveys, mapped Pendleton button-celery and Blochman's dudleya; collected soil samples within over 250 vernal pools for lab analysis and culturing and conducted wet season vernal pools surveys. (2015-2016)

Tijuana River Channel Maintenance Project, City of San Diego, California. Conducted focused surveys for listed bird species (southwestern willow flycatcher, least Bell's vireo and Ridgeway's rail) within the riparian habitat associated with the Tijuana River Valley and Smuggler's Gulch. Monitored City crews as they excavated the pilot channel and loaded dump trucks with spoils, trash and tires for transport to the Miramar Landfill. Oversaw vegetation removal, quarantine and solarization to exterminate the polyphagous shot hole borer. (2017-2018)

SDG&E Cleveland National Forest Pole Replacement Project, San Diego County, California. Provided support for Quino checkerspot butterfly protocol surveys, rare plant surveys and arroyo toad compliance monitoring efforts along three different tie lines requiring pole replacements. Required special approval by the USFS in order to conduct these activities. Documented arroyo toad neonates and adults within project area. (2017-present)

Avian Biologist, Waterways Maintenance Plan Project, City of San Diego, California. Provided avian survey and monitoring support at several drainages throughout the City of San Diego, including along the Tijuana River and Smuggler's Gulch. Conducted southwestern willow flycatcher and least Bell's vireo surveys during the 2017 breeding season. Coordinated with City and Urban Corps crews to ensure avoidance of sensitive biological resources, while allowing work to be completed in an effective and efficient manner. (2017)

Avian Biologist, San Diego River Mouth Avian Mortality Study, City of San Diego, California. Systematically surveyed birds flying across the Sunset Cliffs Drive and West Mission Bay Drive bridges over the San Diego River. Identified difficult shorebird species as they flew over and beneath the bridges to analyze baseline flyby rates and levels of avian mortality associated with the bridges, which are slated to undergo improvements. (2017)

Brynne Langan Mulrooney
Senior Biologist
Balk Biological, Inc.

SUMMARY

Ms. Mulrooney is a wildlife biologist and project manager with more than 19 years of experience. Ms. Mulrooney's wildlife biology experience focuses on avian studies, including nesting bird monitoring. She also has experience conducting botany surveys and wetland delineations. She is knowledgeable of federal, regional, and local regulatory frameworks and prepares biological reports in compliance with policies such as the National Environmental Policy Act, California Environmental Quality Act, and Endangered Species Act, as well as guidelines provided by the United States Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and Multiple Species Conservation Program (MSCP). She has participated in wildlife surveys, plant surveys, and habitat assessments in more than seven states, including California, Florida, Texas, Arizona, Mississippi, Alabama, and New Jersey. As a biological consultant in California, Ms. Mulrooney's project experience includes conducting wildlife habitat assessments, avian presence/absence surveys, vegetation mapping, rare plant surveys, wetland delineations, and biological monitoring on various construction projects. She has experience managing multiple task order on-call contracts, assigning appropriate staff, meeting deliverable and budget goals, and providing up-to-date communications with the client.

EDUCATION

- B.S., Wildlife Ecology and Conservation, University of Florida (1998)

SELECT RELEVANT PROJECT EXPERIENCE

Biologist, City of San Diego, Mission Bay Park Improvement Zone Project, San Diego, CA. 12/2018 - Present. As a sub-consultant to Dudek, Ms. Mulrooney is providing biological consulting services in support of a Program Environmental Impact Report (PEIR) for the Mission Bay Park Improvement Zone. Biological consulting services include conducting an assessment of biological resources occurring and potentially occurring within the Biological Survey Area, vegetation mapping, focused and protocol surveys for special-status plants and wildlife, and the preparation of a Biological Technical Report.

Biologist, City of San Diego, Emergency Storm Water Monitoring, San Diego, CA. 01/2017- Present. Ms. Mulrooney provides experienced biological consulting to the City of San Diego to ensure adherence to permits issued by U.S. Fish and Wildlife, Regional Water Quality Control, Board, California Department of Fish and Wildlife, US Army Corps of Engineers, and the Master Storm Water System Maintenance Program during storm drain activities. Ms. Mulrooney coordinates with Project Managers, City employees, and construction foremen to navigate through challenges including, waste water management, diversion berms and pumps, and vegetation removal on over a dozen projects.

Task and Technical Lead Biologist, City of San Diego, West Mission Bay Drive Vehicle Bridge Avian Mortality Study, San Diego, CA. 07/2017 - 11/2017. Ms. Mulrooney conducted 40-minute point count surveys on West Mission Bay Drive bridge and Sunset Cliffs Drive bridge to document the species and quantity of birds flying over the bridges, as well as recorded collisions and/or mortality of avian species. Ms. Mulrooney documented the presence of carcasses along the bridges following the point counts.

W. Lee Vanderhurst, PG, CEG



EDUCATION

1982/Master of Science/ Geology/San Jose State College/San Jose/California

1976/Bachelor of Science/Geology/San Diego State University/San Diego/California

PROFESSIONAL GEOLOGIST, CALIFORNIA, 3437

CERTIFIED ENGINEERRING GEOLOGIST, CALIFORNIA, 1125

REFERENCES

James Quinn
Senior Engineering Geologist
City of San Diego
Development Services
12 22First Avenue
San Diego, CA 92101
(619)446-5334
JPQuinn@SanDiego.gov

Thomas B. Canady
Principal Engineer
NOVA Services, Inc.
(619) 944-4019
4373 Viewridge Avenue
San Diego, CA 92123
TCanady@usa-nova.com

Lee Vanderhurst is a California-Certified Engineering Geologist with over 40 years professional experience providing engineering geologic consulting services throughout California. Mr. Vanderhurst is experienced in geologic hazard studies, geotechnical investigations, active fault evaluations, coastal bluff stability analyses, construction and post construction monitoring. Lee's work was used in support of large, planned community developments in hillside terrain, landslide remediation, coastal planning, hospitals, schools, high-rise construction, pipelines, bridges, highways, and municipal planning. Lee oversees field exploration and geologic aspects of all projects.

Representative Project Experience

Geotechnical Information Report, for Design build Bid Package, State Route 91 Corridor Improvement Project, Riverside and Orange Counties, California.

Principal Geologist for preparing a geotechnical reconnaissance for 14 miles of SR-91 and 6 miles of I-15 in Corona California. Work included review of existing geotechnical reports and boring logs, construction documents, analysis of stereo aerial photographs and mapping to create a geotechnical map. The map showed the distribution of the geologic formations that might influence the proposed improvements as well as descriptions of the geotechnical engineering characteristics of the various earth materials underlying the area. Mr. Vanderhurst also reviewed exploratory boring samples and cores to provide geologic interpretations necessary to predict potential construction difficulties.

Fault Rupture Hazard Investigation, 4th Avenue and C Street, San Diego, California.

Principal Geologist and Lead Investigator for a fault hazard investigation in downtown San Diego. Several investigative methods were used to evaluate whether active or potential active faults were located in the footprint of a proposed 40 story building. The presence of old basements and unstable rubble fill required using auger borings and cone penetrometer soundings to supplement backhoe test trenches. Mr. Vanderhurst worked with City of San Diego geologists to create a unique exploration program that was sufficient to show the City that no faulting was present beneath the proposed building.

Geotechnical Investigation of Southwest Fisheries Site, Scripps Institute of Oceanography, University of California, San Diego, La Jolla, California.

Principal Geologist and Project Manager for a geotechnical investigation of stability and feasibility for reusing a portion of the Southwest Fisheries site for classrooms and parking. The coastal bluff-top site had been abandoned and three large buildings razed due to suspected landslide distress. Numerous geotechnical investigations had been performed at the site in the past. However, each investigation did not include systematic exploration so the underlying geology was not sufficiently well understood enough for accurate engineering analysis. By drilling several closely spaced borings the geology could be accurately modeled and the resulting evaluation showed that portions of the site were stable. Building setbacks were established and recommendations for the safe development of the site were presented.

Geotechnical Investigation for Via Tazon Office Development, Rancho Bernardo, California.

Principal Geologist for a geotechnical investigation for a large parking garage and office building planned for a stabilized landslide. The landslide was stabilized in the 1970's. Borings were used to confirm the as-graded conditions and to evaluate the stability of the site. The recommendations included using drilled caissons to support the garage and building to avoid destabilizing the site.

Sree Gopinath, PE, QSD



EDUCATION

1994/Master of Science/ Civil Engineering/Texas A&M University/College Station/Texas

1991/Bachelor of Science/Civil Engineering/Kerala University/Quilon/India

REGISTERED CIVIL ENGINEER, CALIFORNIA, 57987

QUALIFIED STORMWATER DESIGNER, CALIFORNIA, 01010

REFERENCES

Nick von Gymnich
San Diego County Water Authority
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(858) 522-6910
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Tim Pesce
SANDAG
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San Diego, CA 92101
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Natalie Bucher
Naval Facilities Engineering Systems Command Southwest
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Sree Gopinath is a California-Registered Civil Engineer with over 29 years professional experience providing environmental engineering and consulting services in San Diego County. Sree is experienced in hazardous materials technical studies, Phase 1, Phase 2, remedial investigations, remedial design, risk assessment, remediation construction, and environmental monitoring during construction. Sree also has experience performing studies in support of PEAs, Coastal Development Permits, and 401/404 permits. Sree oversees migration of field and laboratory data into geospatial databases for integration with GIS on all projects.

Representative Project Experience

San Diego County Water Authority Carlsbad 6 Flow Control Facility, San Marcos, California.

Project Manager for preparing a Phase I Environmental Site Assessment (ESA) per ASTM E1527-13 for and researching sources of contamination: aerially deposited lead; and petroleum impacts from an adjacent former gas station. Performed a Phase II ESA to evaluate the extent of soil removal for disposal of California-hazardous waste (non-RCRA) and soil that can be reused during construction of the Flow Control Facility.

City of San Diego University Avenue Pipeline, San Diego, California.

Project Manager for preparing a Hazardous Waste Management Plan for replacing approximately 4 miles of cast iron and asbestos cement water pipes along University Avenue, Park Boulevard, 5th Avenue, and Robinson Avenue with PVC and CML steel pipes. The Hazardous Waste Management Plan, prepared in accordance Contract documents and Section 703 of the White Book, identified hazardous sites along the alignment and provided procedures for appropriate health and safety and soil and waste management measures.

City of San Diego Sewer and Water Group Job 957, San Diego, California.

Project Manager for preparing a Hazardous Waste Management Plan and Community Health and Safety Plan for replacing 958 feet of vitrified clay sewer pipe and 2,851 feet of cast iron water pipe with PVC pipe. The Plans were prepared in accordance Contract documents and Section 703 of the White Book. The CHSP identified hazards to the public during construction and provided procedures protective of the public.

City of San Diego Demolition of Emerald Hills Standpipe, San Diego, California.

Project Manager for preparing a Hazardous Waste Management Plan and Community Health and Safety Plan for demolition of a 53-year old abandoned stand pipe that had hazardous levels of metals in the paint. The Plans provided procedures to properly abate and manage the waste and specified monitoring procedures to protect the public. Also managed the air and industrial hygiene monitoring during structure demolition.

San Diego County Water Authority On-Call Site Assessment, San Diego County, California.

Project Manager for eight Phase I ESAs to assist the Water Authority with acquiring property or entering into Easement Agreements for widening the Second Aqueduct. The scope included research of historical sources of information like Sanborn maps, aerial photographs, third party database search of federal, state, and local databases, site reconnaissance, and preparing a report in compliance with ASTM E1527-13.



Diego Velasco, AICP
Principal and Founder of Citythinkers
Mobile: 619-602-1699
Email: diego@citythinkers.com
citythinkers.com

Diego is a native San Diegan who has been practicing design and planning in the San Diego region for more than 25 years. Over this timespan, Diego has worked closely with multiple communities in San Diego and across California. His work on over eight Community Plan Updates in San Diego has included leading extensive community outreach (such as University and Hillcrest's online engagement and the award-winning Pop-up Outreach for Encanto and Southeastern CPUs) and innovative urban design work (including a vision for the University Community Plan and 3D visualizations for the Hillcrest Focused Plan, among several other assignments). As the Founder and President of Citythinkers, Diego's work spans all scales and contexts, from affordable infill housing to campus planning, specific plans, master plans, design guidelines, and recently, coastal resilience planning for private sector and public sector clients alike. Diego is also a practicing architectural designer, a Certified Planner, an undergraduate instructor at UC San Diego, and the Section Director of the American Planning Association San Diego Section.

Education & Certifications:

Master of Urban Planning, University of Washington

Bachelor of Arts in Architecture, University of California, Berkeley

American Institute of Certified Planners (AICP), Certified Planner #024675

Other involvement:

→ American Planning Association, Acting San Diego Section Director
→ Lecturer I, University of California, San Diego, Urban Studies and Planning Department (since 2019)
→ American Institute of Certified Planners, Certified Planner
→ Urban Land Institute, Member and Young Leaders Partnership Forum Mentor since 2017, Management Committee Chair of Technical Assistance Panel Program
→ Lambda Alpha International, Member



Gaelle S. Brasseur
Urban Designer, Citythinkers
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citythinkers.com

Gaelle is an Architect and Urban Planner with more than 20 years of experience. She has been practicing Urban Design in San Diego since 2014. Working closely with Diego Velasco, she has had the opportunity to develop large scale master plans, specific plans, design guidelines and campus plans for the City of San Diego, University of San Diego and other cities in the Southern California region.

Prior to moving to the United States, Gaelle led large urban planning and transportation projects in Europe, Asia, Africa and Middle East. At Citythinkers, Gaelle brings this global experience to a range of projects, including urban design for the Clairemont, University, and College Area Community Plan Updates, Specific Plans for urban infill sites across Southern California, and visionary placemaking concepts for sites at the neighborhood scale.

Education & Certifications:

Master's Degree in Architecture, Lyon National School of Architecture, Lyon France

Specialty: Sustainable Development and High Environmental Quality Certification (HQE)

Master's Degree in Civil Engineering and Urban Planning, National Institute for Applied Sciences, Lyon France



Tyler Jones
Urban Designer, Citythinkers
Email: tyler@citythinkers.com
citythinkers.com

Tyler has been with Citythinkers for three years. In his role as urban designer, Tyler supports the team with site analysis, design concepts, 2D and 3D illustrations and diagrams, and plan development. He orchestrates, facilitates, and runs community outreach programs for multiple projects and includes a range of methods, from pop-ups to interactive workshops, ESRI Story Maps, surveys, and other online engagement tools. Tyler is well-versed in a range of software programs, including 3D modeling and rendering programs. Most recently, he has developed the illustrations and outreach for the San Diego Coastal Resilience Master Plan, a project which resonates with the topic of his college thesis: the impacts of sea level rise on architecture and design.

Education & Certifications:

Bachelor of Architecture, NewSchool of Architecture and Design, San Diego

CATEGORY 11

Climate Resilience



Asha Bleier, AICP, LEED AP BD+C

CONTRACT MANAGER / PRINCIPAL-IN-CHARGE

Asha Bleier (*AH-sha BLY-er; she/her*) is the Practice Director for Dudek's Planning and Urban Design group and has 19 years' experience managing complex projects throughout California. Ms. Bleier's multidisciplinary expertise in design, development, and sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments. She is skilled at managing large, multidisciplinary teams; developing creative strategies for complex projects; and facilitating meaningful and inclusive public engagement.

Ms. Bleier currently serves as the professional development AICP Exam coordinator for the California state chapter of the American Planning Association, and is an active member of the Diversity, Equity & Inclusion subcommittee.



Education

University of California, Santa Barbara
BA, Environmental Studies (Geography/Urban Planning emphasis)

Certifications

Association of Environmental Professionals (AICP) No. 222436

American Institute of Architects Associate, No. 30528635

LEED AP BD+C

Professional Affiliations

American Institute of Architects

American Planning Association

U.S. Green Building Council

Women in Architecture

Project Experience

As-Needed Multidisciplinary Planning Services, City of San Diego, California. Serves as program director and manages multiple concurrent task orders in a timely and cost-effective manner. Task orders include the following:

- Mira Mesa Community Plan Update: The community plan update addresses the dynamics of population and business growth while taking into account citywide goals such as climate resiliency, diverse housing supply, and sustainable mobility solutions. Dudek is providing urban design and environmental planning services.
- De Anza Cove Revitalization Plan/Mission Bay Park Master Plan Amendment: The project addresses regional recreation needs, water quality, and hydrologic improvements to safeguard the viability of marsh areas. Dudek is working with the City to address shoreline issues and formulate an action plan that can be implemented over time and adapt to changes in both climate and legislation.

San Diego Association of Governments, San Diego County, California. Served as project manager in partnership with University of San Diego's Energy Policy Initiatives Center to provide professional services for the San Diego Association of Governments climate resiliency, planning, and implementation program. The program includes working with San Diego Association of Governments staff to support planning and implementation efforts, especially as they relate to policies and programs identified in San Diego Forward: The 2021 Regional Plan. The areas of emphasis include mitigating and adapting to impacts from climate change.

As-Needed Long-Range Planning and Environmental Services, Port of San Diego, California. Managed the master planning services under Dudek's as-needed contract with the Port of San Diego. Under this contract, Dudek serves as extension of staff to manage high-profile, complex planning projects in the San Diego Bay waterfront.

Dudek's experience includes providing regulatory guidance to Port staff, working effectively with other agency representatives, and providing support for the Port Master Plan Update, as well as offering project management services to the District for the BAE Systems Waterfront Improvement Project EIR, Iconic Waterfront Restaurant Project, and the Fireworks Ordinance.

Climate Adaptation Plan, City of Rialto, California. Serves as principal planner for the City of Rialto Climate Adaptation Plan. Worked with the Dudek team to assess the specific exposure and vulnerability to air pollution, extreme heat, fire, and floods in Rialto and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek created equity and climate metrics to track the implementation of policy, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas. Dudek is also preparing a capability assessment to review local plans, policies, and programs and evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English proficiency.

Metro Area Plan and Historic Context Statement, Los Angeles County Department of Regional Planning, California. Served as principal planner and project manager for the Los Angeles County Metro Area Plan, which is a planning document intended to guide regional-level growth and development within the eight unincorporated communities of the Metro Planning Area. The Area Plan proposes to implement land use and zone changes to facilitate the development of 30,968 dwelling units and 1,124,731 square feet of industrial building area, including instances of neighborhood-scale commercial use within residentially zoned parcels. The Metro Area Plan provides long-range planning guidance for seven unincorporated communities within the County of Los Angeles that have historically been underserved throughout their planning history. This project effort also included a comprehensive Historic Context Statement and accompanying Historic Resource Element to address the historic and cultural importance of the seven communities.

City of Pismo Beach General Plan Update and LCP Amendment, City of Pismo Beach, California. Serving as principal planner for a comprehensive update to the City's General Plan, Local Costal Program (LCP) and Zoning Code. Ms. Bleier managed the team to work collaboratively with the City and community in the update of the Land Use, Conservation and Open Space, Safety, and Noise elements of the General Plan and LCP for the City of Pismo Beach. Ms. Bleier also worked closely with the team to update the City's Zoning Code to ensure consistency across the two documents. Dudek is currently assisting City planning staff in hearing preparations for approval of the General Plan Update by the City Planning Commission and City Council, and subsequently certified by the CCC as an LCP Amendment.

Focused General Plan Update, City of El Cajon, California. Served as project manager providing overall team coordination as extension of staff for the City of El Cajon's update to Housing, Safety, and Environmental Justice General Plan Elements. The Housing Element will plan for the comprehensive housing needs of the City for the 2021–2029 planning period. The Safety Element will identify hazards facing the City and anticipated effects of climate change. The Environmental Justice Element will focus on communities in census tracts that face the greatest environmental hazards and have the fewest economic and social resources to adapt to them. Dudek planners created policy to increase community access to food, parks, and active transportation. The planning effort included a robust, multi-lingual and inclusive community engagement process in partnership with a community advisory committee and several community organizations. The environmental justice element lifted the voices and needs of those often unheard and underserved through many focused community conversations with interpreters to ensure policy was meeting the needs of all community members and respecting the highly diverse populations that live within the City including Spanish speakers and Arabic-speaking immigrants.

Kelly Bray

CLIMATE RESILIENCE PROJECT MANAGER



Kelly Bray (*she/her*) is a climate resilience lead with 15 years' professional experience in climate, sustainability, and environmental planning, specializing in building and leading teams that achieve positive and equitable multi-objective outcomes. Ms. Bray has helped shape environmental initiatives within multiple communities across California and helps local governments and communities fund and plan projects to manage risk and build resilience to the effects of climate change.

Ms. Bray has expertise in preparing climate action and sustainability plans and adaptation and resiliency strategies, leading community engagement, and with California Environmental Quality Act (CEQA) compliance. She is an effective communicator and problem solver who thrives in fast-paced and dynamic environments and has abundant experience navigating controversial projects by developing of diverse strategies to engage interested parties.

Education

Florida State University
MSP, Urban and Regional Planning, 2010

University of South Florida
BS, Environmental Science and Policy, 2005

Relevant Previous Experience

Manager, Sustainability Services, Harris and Associates, San Diego, California. Supported local governments across California in the advancement of sustainability and climate adaptation and resilience initiatives. Monitored industry trends and best practices to ensure the delivery of multi-objective sustainability solutions with a focus on maximizing client resources to grow capacity.

Division Chief, Sustainability Planning, County of San Diego, California. Recruited and led a team of 15 staff who prepared and implemented diverse plans, policies, and projects within the following subject areas: climate, sustainability, electric vehicles, habitat conservation, agricultural preservation, and groundwater sustainability. Served as senior technical and project management lead for County-initiated sustainability initiatives. Led community engagement and served as Division lead for elected officials and other interested parties.

Senior Project Manager, Sustainability Planning, County of San Diego, California. Managed the implementation of the County's 2018 Climate Action Plan (CAP) and preparation of the 2024 CAP Update. Developed work program, project budgets and schedules, and staff resourcing for both plans. Solicited and retained bench of qualified on-call consultant teams to support the program. Served as senior technical and project lead for all related initiatives. Led community engagement and served as project lead for elected officials and other interested parties.

Instructor, CEQA Certificate Program, University of California, San Diego Extension, California. Developed curriculum and taught introductory CEQA classes.

Environmental Project Manager, Ascent Environmental Inc., San Diego, California. Supported local governments through the preparation of CEQA-compliant environmental analyses for diverse projects including CAPs, mixed-use

residential projects, and institutional projects. Served as client and project manager for scope, schedule, budget, and subconsultants. Served as senior technical reviewer for projects.

Senior Land Use Planner; County of San Diego, California. Managed public and privately initiated projects in current and long-range planning settings. Projects included several controversial mixed-use residential General Plan Amendments, a Local Coastal Program, and North County Multiple Species Conservation Program. Served as the project manager and technical reviewer and managed the scope, schedule, and budget for the projects.

Environmental Project Manager, LSA Associates, Berkeley, California. Supported local governments through the preparation of CEQA-compliant environmental analyses including those for residential, commercial, and institutional developments.

Environmental Consultant, Alameda County Waste Management Authority, Oakland, California. Supported various local governments through the preparation of greenhouse gas emissions inventories and climate planning materials.

City Planner, City of Temple Terrace, Tampa, Florida. Managed various public sustainability initiatives and private development projects.

Presentations

"Trends in Adaptation/Resiliency Planning," 2024. California Association of Environmental Planners Institute.

"Rage Against the (Internal Combustion) Machine: Role of Public Agency in Supporting and Deploying Zero Emissions Vehicles," (moderator) 2024. California Association of Environmental Planners 2024 Conference.

"Advancing Equity and Resiliency Through Climate Action Planning," 2019. Live Well Advance Conference.

Henry Eckold

CLIMATE RESILIENCE



Education

California Polytechnic State University, San Luis Obispo
MCRP, City and Regional Planning
BS, Environmental Management and Protection

Professional Affiliations

American Planning Association

Association of Environmental Professionals

Henry Eckold (*HEN-ree ECK-old; he/him*) is an associate planner with 3 years' experience in climate action and adaptation planning, general plans, and geographic information system (GIS). Mr. Eckold specializes in environmental science and equity and the ties that bring these two topics together. He uses knowledge of environmental and land use laws to create effective planning documents. He has experience performing localized spatial analysis for the purposes of outreach and determining vulnerability. Mr. Eckold's knowledge of the natural sciences and experience with innovative outreach brings new ideas to the planning table.

Project Experience

Energy and Conservation Action Plan Update, Vacaville, California. Served as a planner. Updated Vacaville's greenhouse gas (GHG) emissions inventory and performed emission forecasts through 2035 using the most current state and federal laws. Wrote policy to reduce over 400,000 GHG emissions (nearly half of the city's annual GHG emissions) over the course of 15 years. These policies spanned the energy, residential, commercial, transportation, solid waste, and off-road sectors and accounted for carbon sequestration. Presented to the council and public on the strategies and contents of the plan.

Climate Adaptation Plan, City of Rialto, California. Served as a planner. Researched and implemented a down-scaled vulnerability assessment to assess the specific spatial exposure and vulnerability of the population to air pollution, extreme heat, fire, and floods. Drafted the vulnerability assessment for three scales: the people scale, community scale, and city infrastructure scale. Assessed Rialto's capability to adapt through research and plan review. Developed a climate hazard and vulnerability database to assist with implementation and future policy development. The development of this database required communication across departments and with various regional agencies to ensure data would be accurate and easily able to update. Adapted public engagement efforts over the course of the pandemic, performing a survey, in-person and virtual workshops, and youth-led high school engagement. Included equity considerations into the proposed climate adaptation policies as a best practice and to assist the City with anticipated future environmental justice planning efforts.

Health and Equity Plan, City of Norwalk, California. Served as a member of the planning team. Performed background research to determine the baseline conditions of the health and equity of Norwalk's housing and parks. Led the development of health and equity strategies for the Parks Chapter. These strategies worked to improve park quality, access, and health for all. Built multiple datasets related to lighting and amenities in parks that were not previously available to create more specific and implementable policy. Overcame the challenge of performing all community engagement efforts during the early stages of the pandemic. Website and engagement efforts spanned four languages and included online and physical surveys, virtual focus groups and interviews, and

an interactive mapping activity. Partnerships built with city departments, community centers, schools, local businesses, and elected officials helped to ensure success for the engagement and the project as a whole.

Transformative Climate Communities Planning Grant, City of Pomona, California. Serving as Deputy Project Manager. Performing coordination planning for the City of Pomona and the community group Pomona ACTS. The purpose of these efforts is to work with local agencies, developers, and organizations to explore what is possible, build an understanding of the Transformative Climate Communities (TCC) grant, and provide the City with detailed information needed for a future implementation grant application. To this point, 18 interviews have been held with local organizations. From these interviews, 27 potential projects were discussed and assessed for grant competitiveness using a project assessment tool based on the TCC Grant Guidelines. Additional analysis was performed specifically for certain transportation projects to advance their planning efforts.

Waterfront Eureka Plan, City of Eureka, California. Serving as Deputy Project Manager. Developing a strategic development plan for Eureka's waterfront. Performed background research on the project area which revealed multiple major planning topics that need to be accounted for in the plan, including sea level rise concerns, affordable housing needs, an aging population, historic buildings, and more. Provided the City with a suite of strategies intended to prevent displacement and increase the affordable housing stock. Created and analyzed multiple build out scenarios that will act as informative tools during public engagement and policy development.

Technical Assistance Services, California Department of Water Resources, Multiple Regions, California. Served as a planner. Performed intensive plan review to develop a consolidated list of water needs for disadvantaged communities in the central valley, central coast, and northern regions of California. Also assisted with community outreach by developing a contact database for all school board members, board of supervisors, city councilors, health clinics, environmental organizations, community groups, and other water-related organizations in the central valley, central coast, and northern regions of California.

Grant Writing Services, Various Agencies and Municipalities, Multiple Locations, California. Served as a grant writer. Provided technical grant writing services for multiple water-related projects. Met with clients and communicated data, informational, and schedule needs. Succinctly communicated project impacts on various topics, such as environmental justice, GHG emissions, climate adaptation, tribal impacts, economic impacts, and more.

Transformative Climate Communities Planning Grant, City of Bakersfield, California. Served as a planner. This plan was an extension of existing City of Bakersfield planning efforts and identified projects that are eligible and competitive for state cap and trade funding. Performed background research on city planning documents and community characteristics. Developed policy recommendations for the topics of active transportation, workforce development, and the prevention of local business displacement.

Safety Element, Lassen County, California. Serving as Deputy Project Manager. Performed vulnerability assessments and background research on multiple unincorporated communities throughout Lassen County to develop more localized, adaptable policies. Paid attention to the rural, dispersed nature of the county as it relates to hazards, evacuations, and information dispersal.

Housing, Public Health, Safety, and Environmental Justice Elements, City of Highland, California. Serving as a planner. Performed equity and hazard vulnerability assessments that considered state and regional datasets of varying scales. Successfully navigated review by the California Department of Forestry and Fire Protection (CAL FIRE). For the Housing Element, performed spatial data analysis the Sites Inventory Assessment performed various additional GIS needs. Successfully completed Board of Forestry and Fire Protection review and was commended at the Resource Protection Committee hearing on how readable the element was and the level of attention paid to equity across the policies.

Rose Newberry, AICP, WEDG

CLIMATE RESILIENCE



Rose Newberry (*ROSE NEW-beh-ree; she/her*) is a senior planner and project manager with 10 years' experience specializing in environmental justice and climate adaptation. Ms. Newberry is an expert in helping communities identify vulnerable populations and creating policy and tools to correct health disparities caused by historic planning inequities. Ms. Newberry's plans include explanatory graphics and communicate complex scientific information and planning frameworks for a range of audiences. Ms. Newberry helps communities facing a range of environmental justice concerns and political landscapes modify their daily planning practices to meet the demands of climate change and environmental justice. Ms. Newberry's understanding of municipal planning and environmental justice concerns makes her uniquely qualified to help clients infuse justice into their plans and decision making.

Education

California Polytechnic State University, San Luis Obispo
MCRP, Environmental Planning and Sustainability

Humboldt State University
BS, Environmental Management and Protection/Natural Resources Planning

Certifications

American Institute of Certified Planners (AICP) No. 31064

Waterfront Edge Design Guidelines (WEDG) Associate

Professional Affiliations

American Planning Association

American Society of Adaptation Professionals

Project Experience

Regional Resilience Tool for the San Diego Association of Governments, San Diego County, California. Ms. Newberry and the Dudek team recently completed a methodology that local jurisdiction planners and project managers can use to identify what climate adaptations and environmental justice strategies should be implemented and why. This methodology provides a deliberate process for understanding local vulnerabilities and values and evaluating adaptation strategies based on equity, economic, environmental, and feasibility criteria. The methodology is provided via an Excel spreadsheet Tool and an associated Implementation Toolkit. The Tool is structured around ordinal rankings and incorporates stakeholder input regarding the challenges and opportunities associated with implementing adaptation strategies locally. The Toolkit describes how local jurisdictions can choose the most relevant evaluation criteria and assign weighting, as needed, to reflect their hazard profile and vulnerable communities. The Toolkit also include resources to help local jurisdictions move forward with implementation, including best practices, monitoring metrics, and potential funding opportunities. Because of its transparency, the Tool and associated Toolkit avoid the "black box" approach to selecting preferred adaptation strategies and will result in more useful information, as well as increasing credibility for decision making. This project builds resilience around the region by providing the missing link between vulnerability assessments and adaptation projects.

Resilience Roadmap for the San Diego Association of Governments, San Diego County, California. Ms. Newberry is serving as the project manager for Resilience Roadmap for the San Diego Association of Governments**.** This roadmap will supplement the Statewide resources in the Adaptation Planning Guide and create a local framework for creating, implementing, and monitoring resilience plans. Dudek is creating unique planning tools based on the

needs and status of adaptation planning in the 18 member jurisdictions. These tools focus on measuring and addressing equity outcomes, creating locally specific metrics and triggers, and creating living strategies and flexible plans that respond and change with hazard events.

Eureka Waterfront Specific Plan, Eureka, California. Serving as the project manager for the City of Eureka's Waterfront Specific Plan. The plan serves to revitalize the commercial bayfront, library district, and old town to increase housing, jobs, and vitality in the area. While the area is well served by transit and parks, representing a key area of development for the city, it is also facing profound risks from sea level rise. The plan aims to work with the community to create straightforward design guidelines consistent with the General Plan and California Coastal Commission's sea level rise guidance to create a pro-development environment to encourage a live-work-play district. The plan respects the community's unique environmental setting, historic Victorian buildings, and arts community to serve the people who live and enjoy this special place.

San Bernardino County Transportation Authority Sustainability Staff Support, San Bernardino County California. Served as peer reviewer for the San Bernardino County "Resilient IE" Regional Climate Adaptation Plan. Ms. Newberry's tasks included reviewing and identifying regional sustainability strategies, ensuring model policy is applicable and attainable to smaller jurisdictions, and reviewing policy for its compliance with environmental justice regulation and guidance from the Attorney General. In this role, Ms. Newberry worked with agency staff and other consultants to ensure the document clearly communicated the State requirements for environmental justice. Ms. Newberry provided guidance to provide sufficient toolkit resources to help smaller governments to implement model policies so that they best address the needs of the populations they sought to serve. The final plan serves as the regional guidance document to help local governments address concerns of climate change and environmental justice in a wide range of planning documents. Ms. Newberry is also participating in the development of a regional climate collaborate to serve as the technical and policy hub for resilience and environmental justice.

Rialto Climate Adaptation Plan, City of Rialto, California. Served as the project manager for the Rialto Climate Adaptation Plan. In this role, Ms. Newberry developed a scaled-down vulnerability assessment to analyze Rialto's specific exposure and vulnerability to air pollution, extreme heat, fire, and floods and how those specifically affect disadvantaged communities historically exposed to elevated levels of pollution. Dudek is creating specific equity and climate metrics, such as asthma rates, tree canopy cover, and low-income homes in climate-hazard areas, to track the implementation of policy. These measures will assist Rialto in evaluating if the plan meets the specific needs of disadvantaged communities in the city. Ms. Newberry also led a capability assessment, which reviewed local plans, policies, and programs to evaluate how well they were meeting the needs of disadvantaged community members, including those who depend on transit to get to work, older adults, renters, and people with limited English capabilities. Ms. Newberry managed the geographic information system (GIS) database for the city and is responsible for data collection and identifying adaptation strategies that use data for implementation and tracking.

In this role, Ms. Newberry supported public outreach and designs presentations, educational posters, and maps to help quickly and simply communicate the climate-related hazards facing the city and potential adaptation projects. When designing outreach materials for local residents to vote on, Ms. Newberry carefully communicated cost, feasibility, and specific vulnerable populations these measures tend to most benefit. Ms. Newberry also worked with community members to understand how climate adaptation strategies can be customized to best fit their concerns and values.

Sarah Richmond, PG

CLIMATE RESILIENCE



Sarah Richmond is a coastal planner with 14 years' experience in environmental science, planning, and regulation, with particular expertise in climate resilience. With 2 years' experience at the San Diego District of the California Coastal Commission (CCC) and 3 years' experience at the San Francisco Bay Conservation and Development Commission (BCDC) as part of the nationally recognized Adapting to Rising Tides (ART) program, Ms. Richmond has an in-depth understanding of the sea level rise adaptation planning process. She previously served as a geomorphologist and hydrogeologist managing restoration projects and technical investigations, and leverages this technical background to interpret vulnerability assessments and develop multidisciplinary solutions to build resilience. Ms. Richmond is also highly knowledgeable in the application of the California Coastal Act (CCA) and Local Coastal Program (LCP) policies to an array of coastal development and land use planning projects and integrates resilience into all her permit and planning efforts. With her unique and broad skill set, Ms. Richmond excels in stakeholder engagement and project management.

Education

University of California, Berkeley
MS, Energy and Resources

University of California, Santa Barbara
BS, Geology

Certifications

Professional Geologist (PG), CA No. 9138

Project Experience

Holistic Implementation of Adaptation and Transportation Resilience Strategies, San Diego Association of Governments, California. With the Dudek team, developed a methodology that local jurisdiction planners and project managers can use to identify what adaptation strategies should be implemented and why. This methodology provides a deliberate process for understanding local vulnerabilities and values and evaluating adaptation strategies based on equity, economic, environmental, and feasibility criteria. The methodology was provided to San Diego Association of Governments (SANDAG) personnel via an Excel spreadsheet Tool structured around ordinal rankings and an associated Implementation Toolkit that describes how local jurisdictions can choose the most relevant evaluation criteria and assign weighting as needed. The Toolkit also includes resources to help local jurisdictions move forward with implementation, including best practices, monitoring metrics, and potential funding opportunities. Because of its transparency, the Tool and associated Implementation Toolkit avoid the "black-box" approach to selecting preferred adaptation strategies and result in more transparent, inclusive decision making. This project builds resilience around the region by providing the missing link between vulnerability assessments and adaptation projects.

Regional Transportation Infrastructure Sea Level Rise Assessment and Adaptation Guidance, SANDAG, California. Served as project manager responsible for the development and adoption of a guidance document and management of a team of coastal engineers to (1) analyze sea level rise impacts to the region's transportation system, including roadways, bikeways and trails, and transit routes; (2) pilot a risk-assessment tool, VAST, created by the Federal Highway Administration to understand priorities; (3) document sea level rise best planning practices for the San Diego region based on interviews with project managers from local jurisdictions; and (4) present local and regional policies, funding mechanisms, and potential adaptation projects that may be considered to enhance the short- and long-term resilience of the regional transportation system. Dudek organized and facilitated three public workshops to obtain feedback on the guidance document. This input was incorporated

into the visually appealing, easy-to-navigate guidance document and contributed to an overarching goal to begin a regional dialogue on coastal transportation planning and sea level rise adaptation. SANDAG Board of Directors accepted the California Department of Transportation (Caltrans) grant-funded guidance intended to inform San Diego Forward: The 2021 Regional Plan.

Mid-Coast Corridor Transit Project, City of San Diego, California. Served as coastal planner responsible for preparing a CDP amendment for the regional transit project involving evaluation of light rail, bus rapid transit, and commuter rail alternatives. Coordinated with SANDAG and CCC staff to address CCA policy issues related to coastal hazards, sea level rise, and environmentally sensitive habitat areas in the narrow right-of-way. The CDP amendment was approved by CCC in 2019.

North Coast Corridor Public Works Plan/Transportation and Resource Enhancement Program, Caltrans, San Diego County, California. Served as coastal planner to assist Caltrans District 11 in implementing the approved Public Works Plan for rail, highway, transit, bicycle, pedestrian, and coastal resource improvements throughout northern San Diego County. Coordinated closely with Caltrans, SANDAG, and CCC to conduct consistency analyses for individual projects and prepare and submit Notices of Impending Development and CDP Amendments for CCC review and approval.

Port Master Plan Update and On-Call Land Use Planning, San Diego Port District, California. Served as coastal planner responsible for coordinating with District staff to address CCC comments on the Port Master Plan Update Discussion Draft. Prepared memos analyzing specific CCA policies on public access, lower-cost overnight accommodations, and appealable projects. Developed a strategy and revised language for the Safety and Resiliency Element related to sea level rise, coastal hazards, and shoreline development in accordance with recent CCC policy guidance and the District's Assembly Bill 691 Vulnerability Assessment; this will be the state's first Port Master Plan Element that specifically addresses sea level rise. Additionally, prepared consistency analyses based on the Chula Vista Bayfront Master Plan for Port-initiated and private projects, including Sweetwater Bicycle Path and Pedestrian Promenade and Inlet Channel Improvements and RIDA Resort Convention Center, in which CCC comments were addressed and coastal development permits (CDPs) were approved by the District and not appealed by CCC.

Utility Pole Removal Project, City of Encinitas, California. Served as CCC planner responsible for processing a CDP for the removal of obsolete electrical distribution poles and associated support anchors in San Elijo Lagoon as part of San Diego Gas & Electric's maintenance program. Coordinated with the applicant and the CCC staff biologist to resolve habitat monitoring and mitigation requirements according to San Diego Gas & Electric's Natural Community Conservation Plan. Developed permit conditions to address potential impacts to wetland and environmentally sensitive habitat areas and prepared the staff report and recommendation. The CDP was approved by CCC in May 2016.

Venice Sea Level Rise Vulnerability Assessment and LCP Amendment, City of Los Angeles, California. Serving as coastal planner responsible for coordinating with the City to develop new policies and implementation measures for the uncertified community of Venice that address sea level rise, coastal hazards, and shoreline development in accordance with recent CCC policy guidance and based on findings from the Venice Sea Level Rise Vulnerability Assessment. Dudek policies address potential impacts to critical infrastructure (tide gates, pump stations, outfalls, sewer, and power) and create land use development standards to build resilience. In addition, Dudek provided key support with the development of three City-led public workshops and incorporated community feedback into the policy development process. Ultimately, Dudek will assist City staff at local and CCC hearings and in the preparation of the LCP Amendment submittal for CCC review and certification.

Christine Pereira

CLIMATE RESILIENCE



Education

University of California, San Diego, MIA, International Environmental Policy

University of Ottawa, BSocSc

Christine Pereira (*she/her*) is a coastal planner with 2 years' professional experience in the environmental field, specializing in coastal planning, permitting, and policy, with a particular focus on climate resilience and environmental justice. With 2 years' experience as a California Coastal Commission (CCC) analyst in the South Coast District, Ms. Pereira has analyzed and processed many coastal development permits (CDPs) in the Counties of Orange and Los Angeles. Ms. Pereira works with clients to identify and mitigate environmental issues, while incorporating climate resilience and environmental justice considerations into her planning and permitting efforts.

Relevant Previous Experience

Climate Planning

County of San Diego, Health and Human Services Agency, Public Health Services, Climate Adaptation Plan. Involved in researching data, writing, and editing the County's Public Health Services' Climate Adaptation Plan, which focused on addressing the public health impacts of climate change as it pertains to extreme heat, air quality, and vector-borne diseases in the County.

Coastal Planning

Dana Point Harbor Remodel CDP No. 5-19-0971, Dana Point Harbor, California. Served as CCC planner responsible for processing a CDP for the large-scale remodel of Dana Point Harbor, including replacement of a 2,200-plus boat slips marina, repair to seawalls/revetment, and an environmental justice education and sailing program for underserved youth. The CDP was approved by the CCC in September 2020.

Affordable Housing CDP No. A-5-VEN-20-0060, City of Los Angeles, California. Served as CCC planner for an appeal of a CDP originally approved by the City of Los Angeles for the demolition of an auto repair shop resulting in a mixed-use structure with permanent supportive housing and supportive services in Venice, California. The appeal was dismissed with a finding of no substantial issue in December 2020.

Restaurant/Club Offering Free Facility Space for Local Nonprofits CDP No. 5-20-0397, City of Santa Monica, California. Served as CCC planner responsible for processing a CDP for a membership restaurant/club facility in Santa Monica with facility space for local nonprofit organizations to use free of charge. With the intention of reducing perpetuating barriers to coastal access, preference for booking the facility space is given to nonprofits representing marginalized communities, which is consistent with environmental justice principles. The CDP was approved by the CCC in April 2021.

Specialized Training

- **Environmental Justice, CCC.** Training focused on environmental justice and equity principles and their application to coastal planning and permitting. (2020)

Patrick Miskel, PE

CLIMATE RESILIENCE

Patrick Miskel, Professional Civil Engineer (PE) is a senior coastal engineer with 10 years' professional experience specializing in coastal hazards planning, waterfront structural design, sea-level rise (SLR) analysis, water wave mechanics, and assessing/designing other engineering components within coastal environments. Project work largely consists of comprehensive development of construction documents, including drawings, specifications, and engineering calculations. Additionally, Mr. Miskel has completed numerous coastal hazards studies and coastal engineering reports for projects and sites throughout the State of California. These studies include assessments of SLR, wave runup and overtopping, erosion, etc.

Mr. Miskel's roles range from Engineer of Record on a sheet pile retaining wall project in Louisiana to Engineering Project Manager during the construction phase of the development of Anchorage 47 in Los Angeles. He also performs visual assessments on difficult-to-reach coastal sites, such as seawalls exposed to wave impact and waterfront building foundations that can only be accessed by boat or floating barge.



Education

University of Florida
MS, Coastal and Oceanographic Engineering

University of California, Berkeley
BS, Civil Engineering

University of California, Santa Cruz
BA, American Studies

Certifications

Professional Civil Engineer (PE), CA No. 89522; OR No. 104248

Relevant Previous Experience

Tuna Harbor Vessel Wake Transmission Assessment, San Diego Unified Port District, San Diego, California. Served as Coastal Engineer. Assessed wave conditions within Tuna Harbor in San Diego Bay to address large waves entering the harbor and damaging docks and boats. Calculated vessel-generated wake heights and researched possible wave sources to determine maximum wave conditions. Performed wave transmission analysis using in surface-water modeling system coastal modeling system (SMS CMS)-Wave numerical wave modeling software for existing conditions and three concept designs for new wave attenuation structures. Assisted in development of the final report to summarize findings.

Zuniga Jetty Comprehensive Condition Survey, U.S. Army Corps of Engineers, San Diego, California. Served as Coastal Engineer. Zuniga Jetty is a man-made coastal structure built to form the entrance channel into San Diego Bay. The company was tasked by the U.S. Army Corps of Engineers (USACE) Los Angeles District to assess all forms of structural stability of the structure and provide an engineer's opinion of risks and solutions to those risks. Coastal engineering analyses were performed using numerical wave modeling SMS CMS-Wave and applying formulas from the USACE Coastal Engineering Manual. Findings were summarized in a final report.

West Colyell Creek Bank Stabilization Project, Federal Emergency Management Agency, Denham Springs, Louisiana. Served as Senior Structural Engineer and Engineer of Record. Designed 133-foot steel sheet pile retaining wall along a creek susceptible to extreme flooding in a residential neighborhood. Developed structural engineering calculations for the retaining wall. Performed stormwater flow analysis to design a drainage system. Managed the engineering team in development of construction drawings.

King Harbor Maintenance Dredging, City of Redondo Beach, California. Served as Senior Coastal Engineer. King Harbor covers 150 acres of land in the Los Angeles Metropolitan Area, and this phase of dredging included approximately 62,000 cubic yards of sediment. Performed all volume calculations and analysis in AutoCAD Civil 3D related to the dredge design. These tasks include technical management of surface data, including pre-dredge surveys and design surfaces; building volume surfaces; creation of plan, section, and detail view drawings to illustrate the dredge volume; and review of the report summarizing survey findings and dredge design.

Marina Del Rey Boat Launch Facility Replacement, Marina Del Rey, California. Served as Senior Coastal Engineer and Project Manager. The project included replacement of the 24,000 square foot concrete boat launch ramp, three floating docks with pile foundations, and 205,000 square foot parking lot; and installation of a new ADA-accessible floating dock and four biofiltration units for stormwater management. Designed all project engineering components, including analysis of wind and wave loads on the docks and pile foundations, structural design of the new dock gangway platform, stormwater drainage flow of the parking lot and biofiltration units, and the site ADA-access system.

Tahoe Keys Boat Launch Ramp Replacement, South Lake Tahoe, California. Served as Senior Coastal Engineer. Designed boat launch ramps at two locations within Tahoe Keys to support government utility boats that access the keys. Integrated a unique ramp design using Contech ArmorFlex pavers to avoid environmental impacts and costs related to pouring ramp concrete under water.

Ventura Pier Fire Line Replacement, Ventura, California. Served as Senior Coastal Engineer. Designed the new 1,400 fire line system along the timber Ventura Pier. Performed the pipe system flow analysis to calculate flow rates and pressures at different pipeline standpipes with consideration of head losses. Calculated the extreme wave uplift force on the pipe to establish structural design parameters of the pipeline fastening system.

Santa Barbara Biltmore Hotel Coastal Engineering Report, Santa Barbara, California. Served as Senior Coastal Engineer and Project Manager. Conducted research, performed coastal engineering analyses, and developed a final report establishing oceanographic design criteria for replacement of a seawall at the waterfront hotel. Coastal conditions assessed included SLR, topography/bathymetry, erosion, wave characteristics, wave runup, and wave loading.

Wave Runup and SLR Analysis, Private Residential Property Owner, Oxnard, California. Served as Senior Coastal Engineer. Completed a wave runup and SLR analysis for the development of a new residential building at the property of 3381 Ocean Drive in Oxnard, California. Performed all coastal engineering calculations necessary to support the design of the new residential building and assess impacts on the coastal environment. Learned applicable regulatory requirements, including the Ventura County Coastal Zoning Ordinance, Ventura County Coastal Area Plan, etc. Developed the final engineering report.

Dutch Slough Pedestrian Bridges, Oakley, California. Served as Structural Engineer. Designed two pedestrian bridges, 114 feet and 200 feet in length, crossing new breaches within a levee system. Designed bridge abutments and pile foundations. Designed anchoring system for tie-downs of temporary river boom deployed during construction.

Tahoe Keys Bulkhead Replacement, South Lake Tahoe, California. Served as Senior Coastal Engineer. The project included replacement of 670 linear feet of bulkhead controlling the inlet and keys. Performed engineering design of the bulkhead structural system, including tiebacks, walers, cap, drainage, and related appurtenances. Collaborated extensively with the Tahoe Regional Planning Agency to develop construction methods and testing to ensure environmental protection of lake waters.

CODY HOOVEN

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Visionary, collaborative organizational leader with a forward-thinking, data driven, and inclusive approach to climate, energy, and sustainable development. Respected as a thought-leader and a mentor, with proven political acumen and a track record of building successful organizations.

PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

Evolution Affairs (merger between Lupa Affairs, LLC and De la Fuente Strategies), San Diego, CA
Principal and Co-Founder, August 2022 - present

- Provide strategic advice, thought leadership, and organizational support to executives and policymakers
- Navigate the complicated pathway to mission-driven change between community organizers, business stakeholders, elected/appointed leaders, and operational executives
- Provide full strategic support services ranging from policy development to organizational development and negotiation strategies between stakeholders
- Align strictly with mission-driven projects and organizations in the climate change, energy, and sustainable development space

San Diego Community Power, San Diego, CA
Interim Chief Executive Officer, 2019-2020, Chief Operating Officer 2020 – June 2022

- Negotiated the creation of the second largest public power agency in California (~1 million customer accounts, $700M in revenue), including building consensus among local governments and elected officials
- Provided the vision and execution behind all startup and launch activities successfully despite significant operational and market challenges
- Served as the first Interim CEO to manage all startup activities including securing $35M of credit, banking services, wholesale power services, and foundational policies ranging from Energy Risk Management to employee benefits and financial controls
- Secured $5M in private capital as collateral in order to protect member cities' general funds
- Spearheaded recruitment and managed a high-caliber group of consultants in the energy, regulatory, legal, communications, and accounting field
- Initiated early power procurement activities including requests for offers, bid evaluation, and negotiation
- Led the recruitment of a highly talented and coveted team of full-time employees, attracting critical expertise needed to support a successful agency
- Served as the primary face of the organization with the media, labor/business/environmental advocates, and other stakeholders
- Initiated the development of a Community Power Plan to bring the community to the decision making table
- Participated in statewide advocacy, regulatory proceedings, and lobbying on behalf of SDCP and protection of electricity choice/energy market opportunities
- Trusted resource for local/state/national leaders on energy, climate, and environmental justice

City of San Diego, San Diego, CA
Director/Chief Sustainability Officer, 2015 – 2020

- Led the City's sustainability and climate change policy efforts, including climate action planning, 100% renewable energy policy development, municipal energy strategy, climate-equity program development, and mobility monitoring and improvement
- Negotiated an ambitious climate action plan on behalf of the Mayor. Built consensus within the environmental and business community, culminating with a unanimous vote at council and 90+ positive public comments
- Built a new department using minimal resources within a highly political, complex, and established organization, managing all new budget, staffing, and internal controls development
- Managed an operational budget of ~$6M, a citywide energy budget of $40M, raised $11M in grant funding
- Navigated sensitive conversations and negotiations with stakeholders always with the Mayor and City's interests at the forefront

- Successfully raised San Diego's profile in the nation as a leading city on climate change through external communications, awards, invited speaking engagements and relationships
- Created standards for climate reporting that are now used by other cities across California
- Leveraged creative sources such as grants, foundation support and private sector partnerships to achieve significant accomplishments on behalf of the City

Port of San Diego, San Diego, CA
Senior Environmental Specialist, 2008 – 2015

- Built and managed a successful, high-performing, and award-winning Green Port program including energy management, business engagement, smart cities, air quality, and climate adaptation/resilience planning resulting in substantial GHG and air pollution reductions and early adoption of new technologies
- Led the Port to become the first in the country to adopt a progressive Climate Action Plan with explicit targets and comprehensive roadmap for implementation
- Built a business leadership program (Green Business Network), the first of its kind on the West Coast

Ocean Discovery Institute, San Diego, CA
Directed Research Leader/Lead Instructor, 2007 – 2008

- Led fisheries bycatch research in Baja California, Mexico with a team of students, local fishermen, and scientists

National Oceanic and Atmospheric Administration (NOAA) Fisheries, Honolulu, HI
Protected Species Division Specialist, 2001 – 2007

- Led statewide research program throughout Hawaiian Islands, including program development, budget, data collection protocols, reporting, staff management, and public engagement
- Managed a local and remote team of 8-12 staff

CIVIC ENGAGEMENT

- Voices for Children, *Court Appointed Special Advocate*
- Cleantech San Diego, *Board Member*
- LEAN Energy US*, Advisory Board Member*
- San Diego Urban Sustainability Coalition, *Board Member*
- Ocean Discovery Institute, *Visiting Scientist/Volunteer*

AWARDS

- Woman of Distinction, City of San Diego Mayoral Honoree - 2022
- Unsung Hero, Climate Action Campaign – 2019
- C40 international finalist for Most Ambitious Climate Action Plan – 2017
- "Gamechanger" winner from the Association of Women in Business, demonstrating "government can be entrepreneurial too" – 2016
- San Diego Metro's "40 Under 40" top young professionals – 2014
- US EPA Climate Leadership award – 2013

EDUCATION

University of California, San Diego – Scripps Institution of Oceanography
Master of Marine Biodiversity and Conservation, with a focus on economics, policy, and law
University of Hawaii, Mānoa
Bachelor of Arts in Biology, Marine Option Program Certificate

2024 - Coaching Fundamentals, Institute for Integrative Intelligence
2021 - Economics of Energy and the Environment, UC Berkeley Haas School of Business
2017 - Certified Energy Executive, National Renewable Energy Laboratory
2016 - California Academy for Economic Development certificate
2013 - Fellow, New Leaders Council (national leadership training program)

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RITA DE LA FUENTE

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External affairs professional and non-profit advocate with expertise in relationship-building and public engagement to move initiatives forward, from public policy to large-scale development projects. Builds bridges between corporations or governments and the communities they serve.

PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

Evolution Affairs (Merger between De La Fuente Strategies and Lupa Affairs)
Principal & Co-Founder, August 2022– Present

- Offers strategic guidance to government, private sector, philanthropic, and nonprofit clients to help move the needle on projects or initiatives
- Assists organizations by building structure, momentum, and support for groundbreaking initiatives through political strategy, community development and engagement and targeted relationship-building
- Provides organizational support through thought partnership for executives and decision-makers and politics and engagement training for staff
- Facilitates difficult conversation between businesses, governments and community, as well as internal conversations within organizations

San Diego Community Power
Director, External Affairs, September 2021 – July 2022

- Served as the senior strategic advisor and led on public affairs initiatives to introduce region's first Community Choice Energy program to 1 million customers
- Led efforts to reach new strategic partners, including governmental, private, and nonprofit entities, providing customizable communication tools to advocate for clean energy and community choice
- Developed successful public relations and outreach strategies to elevate the agency's awareness and reputation, distilling complex information into relevant, clear messaging that resonated with the customers and stakeholders

San Diego Convention Center Corporation
Director, Government & Community Affairs, January 2020 – September 2021

- Coordinated information sharing between local, state, and federal agencies, service providers, and convention center staff during COVID-19 when the San Diego Convention Center housed 5,000 individuals experiencing homelessness, and 2,400 children seeking asylum
- Worked with executive team to monitor performance metrics and analyze strategic objectives and goals, shifting dramatically in response to COVID-19 while keeping stakeholders informed of evolving health mandates
- Secured and maintained effective working relationships with the community, businesses, media, and decision-makers

Public Affairs Manager/Interim Director, Marketing & Communications, Sept 2016 – Jan 2020

- Designed campaigns to create public awareness of convention center's regional purpose and economic impact and instituted a program of tours and events for officials, academic institutions, community organizations to experience behind-the-scenes operations

- Led an extensive, multi-pronged and educational 30th anniversary campaign involving all city districts and targeted a diverse audience
- Trained 100's of employees as community ambassadors and coordinated volunteer events for causes such as diversity awareness, environmentalism, and homelessness advocacy

Port of San Diego

Marketing & Public Relations Representative, September 2013 – September 2016

- Led public outreach for large planning initiatives, including the Port of San Diego Climate Action Plan, which resulted in one of the first sustainability guides to be adopted by a port; the Chula Vista Bayfront Master Plan, one of the largest western waterfront developments; and the Port's Integrated Planning initiative, a historical update to the Port's General Plan
- Worked with involved agencies to secure funding and engage public to install Barrio Logan's community-designed gateway sign intended to deter trucks and beautify the area
- Collaborated with city officials to on ordinance to prohibit trucks using neighborhood streets and educated truck companies and drivers through multipronged communications

Community Relations Liaison, January 2011 - September 2013

- Monitored legislative activity and fostered political relationships to identify issues that impacted Port operations or surrounding communities
- Developed and managed Office of Protocol and Special Affairs to audit presence in the community and administered speaking opportunities, delegations, tours and events

Maritime Trade Development Marketing Coordinator, November 2007 – January 2011

- Conducted cargo terminal tours and delivered presentations to market services and to build awareness of the economic impact sustainability initiatives of the maritime industry
- Promoted the Port's marine terminals and import/export services in trade shows and events around the country, strengthening relationships with existing or potential customers

COMMUNITY LEADERSHIP & AWARDS

Latina Giving Circle, Leadership Council
Olivewood Gardens and Learning Center, Board Member
Ocean Discovery Institute, Mentor
Public Relations Society of America, Mentor and Panelist
San Diego Woman Breaking Barriers Award, Connected Women of Influence (2020)
Tribute to Women & Industry Honoree, YMCA San Diego County (2019)
Latina Giving Circle: Outstanding Grantmaking Organization, Assoc of Fundraising Professionals (2018)

EDUCATION AND TRAINING

Fort Lewis College, Bachelor of Arts in Spanish

Facilitation for BIPOC Leaders (2024)
Media training (2018, 2022)
Equity and Nonprofit Organization Success (2021) LEAD IMPACT San Diego (2012)
International Association for Public Participation Certification (2012)

TAB C

Cost/Price Proposal



Cost/Price Proposal

Labor Classification	Position Title	Fully Burdened Hourly Rate
Principal	Project Director	$285
Project Manager	Project Manager III	$245

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Additional Labor Classifications

Labor Classification	Position Title	Fully Burdened Hourly Rate
Project Manager	Project Manager II	$225
Project Manager	Project Manager I	$195
Planner	Senior Specialist III	$235
Planner	Senior Specialist I	$210
Planner	Specialist IV	$185
Planner	Specialist II	$165
Engineer	Principal Engineer	$290
Engineer	Senior Engineer	$230
Engineer	Engineer/Technician	$180
Analyst	Analyst IV	$135
Analyst	Analyst III	$125
Specialist	Architectural Historian III	$145
Specialist	Architectural Historian IV	$195
Specialist	Urban Designer II	$115
Specialist	GIS Analyst IV	$170
Specialist	Urban Forester IV	$225
Specialist	Urban Forester III	$175
Administrative	Technical Editor II	$140
Administrative	Publications Specialist II	$110
Administrative	Publications Specialist IV	$130
Administrative	Creative Services III	$150
Administrative	Creative Services IV	$175

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Subconsultant Rates

Firm	Labor Classification	Position Title	Rates
Balk Biological, Inc.	Project Manager Senior Wildlife Biologist Senior Botanist Wetlands Scientist GIS Specialist Mid-level Wildlife Biologist Mid-level Botanist Junior Wildlife Biologist Junior Botanist Administrative Assistant		$140.00 $140.00 $140.00 $140.00 $115.00 $115.00 $115.00 $90.00 $90.00 $80.00
The Bodhi Group, Inc.	Principal Engineer Senior Geologist Assistant Scientist Office Manager		$174.82 $164.56 $57.44 $62.44
Chen Ryan Associates, Inc.	Project Manager	Senior Planner/Senior Engineer	$270.00
Citythinkers, Inc.	Principal Project Manager Designer Administrative/Intern	Principal Urban Designer Senior Urban Designer/Project Manager Urban Designer Administrative/Intern	$220.00 $150.00 $90.00 $50.00
D-Max Engineering, Inc.	Principal Engineer Principal Scientist Staff Engineer II		$230.00 $218.00 $143.00

Evoultion Affairs	Private Sector Government Philanthropy Nonprofit		$325.00 $325.00 $300.00 $275.00
Imagine Creative Services, LLC	Principal Principal Project Support Project Support Project Support Event Support Event Support Event Support Event Support Event Support	Director of Programs Director of Operations/Communications Project Manager Video Production Researcher Lead Facilitator (non-Principal) Teaching Artist/Secondary Facilitator Actor/Performer Event Coordinator Logistics Support	$235.00 $235.00 $165.00 $165.00 $120.00 $185.00 $150.00 $150.00 $120.00 $90.00
Intersecting Metrics	Engineer Engineer Engineer Engineer Technician Admin	Principal Senior Engineer Engineer Data Engineer GIS Analyst Admin	$205.00 $175.00 $145.00 $200.00 $130.00 $120.00
Stiegler Architects PC dba IS Architecture	Principal Architect Historic Preservation Specialist and Associate Architectural Project Manager Historic Preservation Specialist and Associate Designer Associate Designer		$240.00 $165.00 $165.00 $135.00

Keyser Marston Associates, Inc.	Chairman, President, Managing Principals Senior Principals Principals Managers Senior Associates Associates Senior Analysts Analysts Technical Staff Administrative Staff		$305.00 $295.00 $275.00 $245.00 $205.00 $185.00 $170.00 $145.00 $105.00 $90.00
Pro Forma Advisors	Senior Partner Partner Support Staff		$225.00 $200.00
Schmidt Design Group Inc.	Principal Landscape Architect/President Principal Landscape Architect/Partner Principal/Studio Director Associate Landscape Architect Senior Project Manager/Licensed Landscape Architect/Certified Arborist Project Manager Senior Landscape Designer Landscape Designer Clerical/Typist		$300.00 $250.00 $200.00 $175.00 $155.00 $140.00 $125.00 $110.00 $85.00
Spurlock Landscape Architects	Principal Project Manager Job Captain Landscape Designer Administrator Intern		$195.00 $179.00 $148.00 $125.00 $101.00 $104.00



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