

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090175-25-D, As-Needed Historic and Cultural Resource Planning 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) # 10090175-25-D, As-Needed Historic and Cultural Resource Planning 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 planning 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 and 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:

Bernard Turgeon, Senior Planner
City Planning Department
202 C Street, MS 413
619-533-6575
bturgeon@sanidiego.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 \$1.5 million per Consultant, for a total contract amount not to exceed \$6 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.

Remainder of page left intentionally blank.

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 (Grant Agreement Requirements).

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

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:


Claudia C. Garcia

Director, Purchasing & Contracting Department

July 1, 2025

Date Signed

BY:

Signed by:


Signature of
Proposer's Authorized
Representative
Joseph Monaco

Print Name
President and CEO

Title
May 2, 2025

Date

Approved as to form this 16 day of

July, 2025.

HEATHER FERBERT, City Attorney

BY: 
Deputy City Attorney

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

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Abarca

Director, Purchasing & Contracting Department

July 1, 2025

Date Signed

BY:

Signed by:



Signature of
Proposer's Authorized
Representative

Joseph Monaco

Print Name

President and CEO

Title

May 2, 2025

Date

Approved as to form this 16 day of

July, 2025.

HEATHER FERBERT, City Attorney

BY:



Deputy City Attorney

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:

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

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 $(1 - ((105 - 100) / 100)) \times 60 = 57$ 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 twenty-five (25) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within twenty-five (25) 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.	10
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	
B. Firm's Capability to provide the services and expertise and Past Performance.	55
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	
C. Cost	5
D. Demonstrated Diversity Commitment and Experience	15
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.	
2. This may also include a prior work history on projects primarily addressing histories of minority or traditionally marginalized communities and their important historic resources.	

	MAXIMUM EVALUATION POINTS
E. Mandatory Presentation/Interview.	15
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	
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, open space conservation, and environmental justice 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). Lastly, the Division manages the City's Heritage Preservation program, which identifies and protects resources of archaeological, architectural, historical, and cultural significance.

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 housing, equity, climate, public spaces, conservation, and heritage preservation goals. The consultant's services will support the Department's work program initiatives being conducted by each division. However, it is anticipated that the Environmental Policy & Public Spaces Division will primarily use the consultant services to carry out the Department's Heritage Preservation work program.

The consultant will be on an as-needed basis.

The planning consultant will support City staff on an as-needed basis in the area of historical and cultural resource planning, which may also require elements of architectural design, graphic design, geographic information systems (GIS), meeting facilitation, outreach and engagement, and environmental analysis expertise. Services will include preparation of historic context statements; collection of oral histories; preparation of historic resource surveys; preparation of historic district nominations; preparation of Multiple Property Listings (MPLs); and preparation of objective architectural design standards. The team must meet the U.S. Secretary of the Interior's Professional Qualification Standards in areas relevant to the scope of work and should include subconsultants, as needed, to address all the aspects of the project scope.

The Consultant and their team must demonstrate the ability to provide all services listed in the Deliverables section below. Where the consultant does not have the required technical expertise or capacity to provide the service directly, sub-consultants who can provide that service should be identified and included in the proposal. The proposals will be scored and ranked based on the demonstrated ability of the consultant and any sub-consultants to provide all services in the Deliverables section.

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 (1-4).

C. DELIVERABLES

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

As a Consultant for Historic and Cultural Resource Planning, the primary services required are "Identification of Historical and Cultural Resources" and "Architectural Design Standards." "Project Management" and "Community Outreach and Engagement" are incidental and a part of the primary services.

1. IDENTIFICATION OF HISTORICAL AND CULTURAL RESOURCES

- 1.1** A consultant's capacity in identification of historical and cultural resources will include a range of services relevant to historic preservation planning. These include preparation of historic context statements that are geographically, architecturally, and/or culturally focused; prepare historic resource surveys, including windshield, reconnaissance, focused reconnaissance, and intensive-level surveys based on project objectives; prepare historic district nominations (in whole or part); and prepare Multiple Property Listings (MPLs). Plan and collect oral histories to be incorporated into historic context statements, resource nominations, and multi-media presentations. The consultant team should have the capacity to prepare graphics and GIS-based

maps in support of this work. All work must be completed consistent with best practices and applicable regulations and guidance from the U.S. Secretary of the Interior, the California State Office of Historic Preservation, and the City of San Diego.

2. ARCHITECTURAL DESIGN STANDARDS

- 2.1** Collaborate with staff to prepare architectural design standards that provide objective design requirements based on the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. The design standards must provide sufficient detail and specificity to permit by-right development of additions, Accessory Dwelling Units, and in-fill development in a manner consistent with the U.S. Secretary of the Interior's Standards, California housing law, and the City of San Diego's Historical Resources Regulations.

3. PROJECT ADMINISTRATION

As part of the "Identification of Historical and Cultural Resources" and "Architectural Design Standards" work, the consultant will be expected to administer and manage the project as specified in the Work Order. Project administration and management activities include the following:

- 3.1** Conduct project team meetings with City staff as needed to discuss anticipated work, decisions and action items, activities, project issues, and work order deliverables to ensure progress occurs according to the schedule and budget.
- 3.2** Prepare agendas and summaries of all team meetings.
- 3.3** Access to a cloud- based project documentation and management system for the project team is desirable.
- 3.4** 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 work order. If multiple work orders are issued, keep each task order on individual invoices.

4. COMMUNITY OUTREACH AND ENGAGEMENT

As part of the "Identification of Historical and Cultural Resources" and "Architectural Design Standards" work, the consultant will be expected to conduct community outreach and engagement as specified in the Work Order, to support the historical and cultural resource planning work. Community outreach and engagement activities could include one or more of the following:

- 4.1 Support staff with outreach and engagement planning tasks which may include developing engagement timelines, selecting outreach and engagement strategies and techniques, and incorporating best practices stipulated in the Citywide Inclusive Public Engagement Guide.
- 4.2 Collaborate with City staff on associated public engagement events and activities tasks. For example: event space planning and setup, logistics coordination, meeting facilitation and developing engaging and interactive support materials.
- 4.3 Collaborate with staff to conduct stakeholder research and analyses, especially by identifying underrepresented groups and communities within the project's impact area.

D. EXPERIENCE AND QUALIFICATIONS

- 1. Provide the resumes for the Project Manager and Principal-in-Charge and any other staff who will be primarily responsible for fulfilling a contract under this Scope of Work.
- 2. Describe your Firm's prior work history for the City, if any.
- 3. Provide a brief history of the Firm. Disclose whether there have been any significant business developments within the past three years, such as mergers, restructuring, or changes in ownership. Provide a Firm resume if one is readily available.
- 4. Provide a brief description of the Firm's relevant practice areas relevant to the expected deliverables described in section C. Deliverables above focusing on regulatory compliance and historic preservation planning, but also include architecture and construction, historic sites/museums, preservation advocacy and downtown/Main Street area revitalization as applicable.

E. SELECTION PROCESS FOR EACH ASSIGNMENT

There are four project areas which are sought, as described in Section C, Deliverables. Up to four 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 the on-call Consultants. To be considered, the on-call 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 responsive 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. The Department will

however, submit statements of future assignments to the full group of Consultants for consideration at intervals where the Department is embarking on a *new* Project or initiative, or otherwise has the business need to review multiple proposals for a given assignment (task) during a Project.

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. REFERENCES

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, Proposers 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 F. Labor Classifications.
2. Position Title is to be the position title within the Proposer's organization.
3. Proposers shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section F. Labor Classifications.
4. All classifications described in this pricing schedule should be listed, whether services are performed by Proposer 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 (5th) day of the subsequent month.

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
GRANT AGREEMENT REQUIREMENTS

Grant	Granting Agency	Grant Agreement No.	Grant Title	Attachment Reference
1	State Department of Parks and Recreation	Co8424010	2024 Historic Preservation Fund Grant	Exhibit E

The Parties mutually affirm that the above-referenced Grant Agreement is hereby incorporated into the Contract (attached as Exhibit E) and the Parties mutually agree to comply with all Grant Agreement terms applicable to this Contract. 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. In the event of a contradiction between general terms of the Contract and the equivalent terms in the Grant Agreement applicable to this contract, the Grant Agreement terms shall apply. As an aide to the Consultant for distilling the Grant Agreement terms, the significant Grant Agreement terms applicable to the Consultant are identified below:

With regards to the State Department of Parks and Recreation (Grant # 1, Exhibit E in the table above), Exhibit E contains specific terms regarding Employee Whistleblower Rights that are applicable to the Consultant.

The Consultant hereby signs below indicating acknowledgment and acceptance of the incorporation of this addendum and the above-referenced Grant Agreement into the Contract.

EXHIBIT E

2024 HISTORIC PRESERVATION FUND GRANT

PROJECT No. Co8424010

**NATIONAL HISTORIC PRESERVATION ACT OF 1966
HISTORICAL RESOURCES PRESERVATION PROJECT AGREEMENT**

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

SUBGRANT PROGRAM

2024 HISTORIC PRESERVATION FUND GRANT

PARTICIPANT

CITY OF SAN DIEGO

PROJECT PERIOD

OCTOBER 1, 2024 - APRIL 30, 2026

PROJECT NUMBER

C08424010

PROJECT SCOPE

The City of San Diego's City Planning Department will develop the first phase of a citywide historic context statement. The City of San Diego (City) will use the outline of the first phase of the context statement to centralize fragmented historical themes and significance from previous context statements and surveys; identify key themes in the development of San Diego, specifically those related to cultural growth; assist in the identification and evaluation of resources significant to identified themes; identify new resources not adequately covered in past surveys; and provide publicly accessible access to information online (at no cost) through the City's website and California Historic Resources Inventory Database (CHRID).

The City, hereafter the Participant, will contract with a consultant that meets the Secretary of the Interior's Professional Qualifications for history or architectural history as set forth at 36 CFR part 61, Appendix A, as appropriate, with specialization in preservation planning, survey projects, preparation of historic contexts, historic research, and National Register multiple property submissions and nominations.

The project will include the following:

- Literature Review/Background Research
- Context Research
- Formation of a Framework
- Outreach
- Context Outline and Work Plan
- Meetings
- CLG Grant Progress Reports

All work shall be performed, and deliverables produced, in accordance with the Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation and Registration when such standards are applicable.

PROGRESS REPORTS

Participant shall submit to the State Office of Historic Preservation (OHP) regular progress reports, with specific deliverables in accordance with the following schedule.

Progress reports will include any deliverables specified, detail the work accomplished to date, and identify and discuss and problems or issues that have the potential to adversely affect the scope or progress of the project. OHP may ask for additional progress reports or drafts of work papers during the project period.

OHP reserves the right to withhold disbursements of up to half the grant amount until the final products have been determined to meet the Secretary of the Interior's Standards. Participant may submit billings for partial payment as the work progresses.

PROJECT FUNDING

Total costs supported by Federal grant P24AF00823 (CFDA 15.904) under the National Historic Preservation Act of 1966: **Forty thousand dollars and no cents (\$40,000.00).**

Minimum contribution of the Participant to match Federal grant funds:

Twenty-six thousand six hundred and sixty-seven dollars and no cents (\$26,667.00).

AGENCY

STATE DEPARTMENT OF PARKS AND RECREATION

BY



TITLE

STATE HISTORIC PRESERVATION OFFICER

DATE

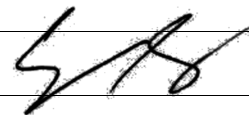
11/19/2024

PARTICIPANT

CITY OF SAN DIEGO

BY

Casey Smith



TITLE

Deputy Chief Operating Officer

DATE

10/23/2024

REPORT SCHEDULE

7 February 2025: Select As-Needed Consultant

- On or before this date, Participant shall select a qualified consultant from the City's pool of as-needed historic and cultural resource consultants.
- The Participant shall submit to the consultant's credentials to OHP for review and approval.

28 April 2025: On or before this date Participant shall submit to OHP a progress report which will include the following:

- A brief summary of the kick-off meeting between the Participant and the Consultant.
- A brief overview of the social media outreach strategy.
- A discussion of any problems encountered to date.

18 July 2025: On or before this date Participant shall submit to OHP a progress report which will include the following:

- A brief summary of research, including outreach to knowledgeable organizations.
- A brief summary of literature review of previous context statements and surveys provided by the City.
- A brief summary of any working meetings, if applicable.

19 September 2025: On or before this date Participant shall submit to OHP a progress report which will include the following:

- Submittal of framework and methodology to OHP for review.

12 December 2025: On or before this date Participant shall submit to OHP a progress report which will include the following:

- Preliminary Draft of the First Phase of the Citywide Historic Context Statement to OHP for review.

1 May 2026: On or before this date Participant shall submit to OHP the following final products:

- First Phase of the Citywide Historic Context Statement.

15 May 2026: On or before this date Participant shall submit to OHP final request for reimbursement (DPR 417), with all claims for project costs incurred prior to the end of the project period (30 April 2026).

The attached General and Special Provisions (12 pages) are incorporated and made a part hereof. Additionally, the budget as submitted in the grant application, with revisions if approved by OHP, is incorporated by reference and made a part hereof.

GENERAL PROVISIONS

I. GENERAL

A. Performance

1. The Participant agrees to complete the project in accordance with this agreement.
2. The Participant shall perform all work and supply material necessary to complete the project described in the paragraph entitled "Project Scope:" on p.1 of this agreement within the period specified. Failure of the Participant to render satisfactory progress or to complete this or any other project which is subject to federal assistance under this program to the satisfaction of the OHP may be cause for suspension of all obligations of Interior and the State of California (State) under this agreement.
3. However, failure of the Participant to comply with the terms of this agreement shall not be cause for the suspension of all such obligations if, in the judgement of the OHP, such failure was due to no fault of the Participant. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement.

B. Cost Sharing/Matching Requirement.

1. At least 40 percent non-Federal cost-share/match is required for costs incurred under this Agreement. A minimum of 40 percent in eligible non-Federal cost share/match as identified on the cover page of this agreement, that is allowable and properly documented, must be expended for work approved under Scope of Work during the Period of Performance in addition to the Federal grant share.
2. Non-monetary contribution may constitute part or all of the Participant's match. Valuation of such contribution shall be set forth by the OHP.
3. Failure to expend the required non-Federal matching share will result in the disallowance of costs reimbursed, and/or the deobligation of remaining unexpended funds.
4. Non-Federal cost share or match must meet the same requirements as the Federal share.
5. The OHP shall not pay federal funds hereunder if the Participant has used financial assistance under any other federal program or activity (not including federal revenue sharing funds, community block grants, and any other federal funds allowable as match) as a match on the project.

C. Agreement Amendment. This agreement may be amended only by agreement in writing executed by both of the parties hereto.

D. Agreement Termination

1. The Participant may, upon written notice to the OHP, unilaterally terminate this agreement at any time prior to the commencement of the project.
2. The OHP may, upon written notice to the Participant, unilaterally terminate this agreement at any time prior to the commencement of the project.
3. The project shall be deemed commenced when the Participant makes any expenditure or incurs any obligations with respect to the project.
4. After the project commences, the Participant and the OHP may terminate the agreement by mutual consent, in which case they shall negotiate termination conditions.

E. Non-Compliance. If the Participant materially fails to comply with the terms of the agreement, the OHP shall provide written notice of non-compliance, which states the nature of the deficiency. If the Participant is still not in compliance in thirty (30) days after receipt of the notice, the OHP may in addition to other remedies: (1) withhold cash payments until deficiency is removed; (2) terminate the agreement and make no further payments hereunder; (3) disallow costs; and (4) disqualify the Participant from further subgrants.

- F. **Indemnification.** The Participant hereby waives all claims and recourse against the State 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 claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees. The Participant shall indemnify the State and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the project. Participant shall waive and indemnify State only in proportion to and to the extent that such claims, damages, losses, costs, and/or expenses of indemnification are caused by or result from the negligent or intentional acts or omission of Participant, its officers, agents, or employees.
- G. **Severability.** This agreement shall be governed by the laws of the State of California. If any provision of the agreement, including without limitation these General Conditions shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any other way be affected or impaired.
- H. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- I. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- J. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

II. PROJECT EXECUTION

- A. **Standards.** The Participant shall carry out its work in accordance with the "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation", including standards for planning, identification, evaluation, registration, historical documentation, architectural and engineering documentation, archaeological documentation, historic preservation projects, and professional qualifications, as published in the Federal Register, September 29, 1983 (Vol. 48, No. 190), pp. 44716 et seq..
- B. **Qualifications.** If the project scope requires research in history, architectural history, or archeology, the Participant shall ensure that the principal investigator meets the applicable Secretary of the Interior's professional qualifications standards. If the project scope requires architectural plans, the Participant shall ensure that the architect producing those plans meets the applicable Secretary of the Interior's professional qualifications standards. If the project scope requires an expert practitioner in another field, the Participant shall ensure that such expert meets standards of education and experience similar to those of the Secretary of the Interior's professional qualifications standards.
- C. **OHP Review.**

1. After selection of an employee or contractor to perform professional work outlined in the previous paragraph, but before making any financial commitment to that person, the Participant shall submit the person's resume to the OHP for review. The OHP shall either approve or disapprove use of the person on the project within twenty (20) working days after receipt of the resume. The Participant may consider failure of the OHP to respond within the period to constitute approval.
2. When requested to do so by the OHP, the Participant shall make available to the OHP draft reports, studies, plans, drawings, or other preliminary documents prepared during the project. The Participants shall permit periodic site visits by the OHP to ensure that work is progressing on schedule and according to applicable instructions and standards.

D. Reporting.

1. As outlined in this agreement, or date approved by the OHP, the Participant shall furnish to the OHP all final work products mentioned in the project scope and elsewhere in this agreement.
2. Participant shall submit progress reports and interim work products on the dates indicated in this agreement. Progress reports shall be in such form and contain such information as the OHP instructs.
3. The OHP shall not be obligated to provide federal funds for work products that, in the opinion of the OHP, do not conform to the terms of this agreement or to the applicable Secretary of the Interior's Standards.
4. As outlined in this agreement, the Participant shall furnish to the OHP a final performance report, acceptable to the OHP, which compares actual accomplishments to planned objectives and, if appropriate, gives reasons that the objectives were not met as planned. The OHP shall provide further instructions for form the form and content of the final report.

III. FINANCIAL ADMINISTRATION

A. Financial Management. The Participant shall use a financial management system that: permits the preparation of financial reports required herein, permits the preparation of financial reports required herein, provides an accounting of funds expended on the project, and follows the standards set forth by the Office of Management and Budget Circulars referenced herein. The Participant shall expend funds only on allowable costs as set forth in the budget established in the approved project notification.

B. Determination of Value of Goods and Services. Goods in the form of equipment, whether owned, purchased, leased, or donated, will be valued on a use basis of actual costs of operation or of purchase or lease or prevailing costs of goods if donated. Residual market value of purchased equipment shall be credited to project costs upon completion. Goods in the form of supplies and material will be valued at actual direct costs to Participant or, if donated, according to the prevailing costs in the marketplace. Services will be valued in the actual amounts of salaries, wages, and direct overhead costs expended on the project.

C. Volunteer Services.

1. Volunteer services will be valued for contribution purposes at the rates paid for similar technical skills and work in other activities. Specific procedures for the Participant in establishing the value of in-kind contributions from non-Federal third parties are set forth below:
2. Valuation of Volunteer Services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteered service maybe counted as cost sharing or matching if the service is an integral and necessary part of an approved program.
3. Rates for Volunteer Services: Rates for volunteers should be consistent with those paid for similar work in other activities of state and local government. In those instances in which the

required skills are not found in the Participant's organization, rates should be consistent with those paid for similar work in the 15 labor markets in which the Participant competes for the kind of services involved. Volunteers with no historic preservation education or experience may claim only the minimum wage rate.

4. **Volunteers Employed by Other Organizations:** When an employer, other than the Grantee, furnishes the services of an employee, these services shall be valued at the employee's regular rate of any (exclusive of fringe benefits and overhead costs), provided these services are in the same skill for which the employee is normally paid. This rate shall not exceed the maximum daily rate of compensation for a GS-18 position in the federal civil service, as established by law.

D. Billing.

1. Taking into account a four-to-six-week delay between the time a payment request is submitted to the OHP and the time the OHP provides the requested federal funds, the Participant shall submit its payment requests so as to minimize the time elapsing between receipt and disbursement of funds.
2. The Participant shall have sufficient working capital to ensure that the project progresses on schedule even though payments from the OHP are unexpectedly delayed.
3. When seeking reimbursements, the Participant shall base its billings upon financial records for both the federal and nonfederal shares of project costs which are supported by appropriate documentation. All reimbursement requests shall be accompanied by copies of timesheets, cancelled checks, receipts, etc., for OHP's verification before payment.
4. The Participant shall submit billings during the project period for this agreement. The final billing statement with documentation sufficient for audit dated prior to end of the contract period, shall be submitted with the Final Report as described in this agreement.
5. Participant may also submit supplemental billing statements during the project period with progress reports but must include an itemization of expenditures or receipts or timesheets of work completed.
6. The Participant shall submit billings on the billing statement form (DPR 417) prescribed by the OHP. The OHP need not make payment on billings submitted in other formats. The Participant shall submit billings in duplicate, each with an original signature, to: Office of Historic Preservation, Department of Parks and Recreation, ATTN: Fiscal and Grants Coordinator, 1725 23rd Street, Suite 100, Sacramento CA 95816. The Participant shall ensure that the billing form bears the signature of the Participant's project representative.
7. After reviewing each billing for accuracy and appropriateness, the OHP shall pay the least of the following: (a) sixty percent of the amount of the total project costs incurred during the billing period shown on the billing; (b) the amount of cash outlays made during the billing period as shown on the billing; and (c) the amount of federal grant funds available for support of the project as shown in the project funding section of this agreement.
8. The OHP will not reimburse more than ninety (90%) percent of allocated grant funds until the OHP has verified completion of the project, and if necessary, until an audit approval has been received by the OHP for the Audits Section of the Department of Parks and Recreation.

E. Approved Indirect Rate. The federally negotiated indirect rate plus administrative costs to be applied against this agreement shall not by statute 54 U.S.C. 302902, commonly known as Section 102(e) of the NHPA, exceed 25 percent of the total project cost. Indirect costs will not be allowable charges against this agreement unless specifically included as a line item in the approved budget incorporated into this agreement. If indirect costs are allowable charges, a copy of the Participant's approved negotiated indirect rate shall be provided to the OHP.

F. Pre-Award Incurrence of Costs. The Participant shall be entitled to costs incurred on or after Start date. In accordance with 2 CFR 200.458, such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the

written approval of the Awarding agency. Pre-award costs shall only be applied to the non-Federal cost share and are not eligible for reimbursement.

IV. CHANGES

- A. **Budget.** The Participant and OHP understand that the Participant is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make program changes to the project.
- B. **OHP Approval.** Notwithstanding the provisions of the foregoing paragraph, the Participant shall obtain from the OHP prior approval for: (a) any substantive revision of the scope, objectives, or budget of the project; (b) extension of the need for federal funds; (c) changes in key persons, including all persons filling positions for which the incumbent must meet the Secretary of the Interior's professional qualifications standards; (d) additional contracts or hiring to perform activities that are central to the project; and (e) new or revised performance or reporting milestones. The Participant shall make requests for such changes in writing. The OHP shall approve or disapprove in writing. If appropriate, the Participant and the OHP shall amend this agreement to include approved changes.

V. REPORTS AND RECORDS

- A. **General.** All Participant financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR 200-200.337 and the Historic Preservation Fund Grants Manual.
- B. **Service Records.** Records of personal services contributions, whether paid or volunteer, shall include timesheets bearing the signature of the person whose time is contributed and of the supervisor verifying that the record is accurate. "Personnel Activity Reports" as specified in OMB Circular A-21 and its successors shall be acceptable as documentation of time spent on this project by "professional" and "professorial" staff. Volunteer records shall show the actual hours worked, the specific duties performed, and the basis for determining the rate of contribution. These records shall be included with the audit material. The Participant shall keep such records, maps, and reports as the OHP and Interior prescribe, including records that fully disclose the dispositions by the Participant of federal grant funds, total cost of the project, the amount and nature of that portion of the cost of the project supplied by other sources, and such other records as will facilitate an effective audit.
- C. **Financial Records.** During its regular office hours, the Participant shall make financial records available to the OHP, Interior, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of inspection, copying, and audit. The Participant shall provide copies of such records to the OHP if requested to do so by the OHP and shall retain such records for three years following project termination. Project records shall be retained by Participant for three years following project completion or longer until notification that the Federal audit covering the project has been closed.
- D. **Single Audit Act.** If a local government, the Participant shall comply with the Single Audit Act of 1984, and furnish the OHP with a copy of the audit report within thirty (30) days after issuance. If a university or nonprofit organization, the Participant shall comply with the audit requirements of OMB Circular A-133. The Participant shall reimburse the OHP for costs disallowed during an audit.
- E. **Publications.** In regard to all copyrightable material, which are produced as a deliverable under this project, including but not limited to books reports, plans, photographs, drawings, films,

recordings, videotapes, and computer programs, which are produced as part or result of this project, the Participant must grant the United States of America a royalty-free non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use of others, of all copyrightable material first produced or composed under this Agreement by the Participant, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

1. Any publications resulting from the project shall contain the following statements: "The activity which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, Department of the Interior, through the California Office of Historic Preservation. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the California Office of Historic Preservation, nor does mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the California Office of Historic Preservation. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally-assisted programs on the basis of race, color, sex, age, disability, or national origin. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127
2. The Participant shall provide three copies of all publications to the OHP no later than at the end of the project period.

VI. OTHER REQUIREMENTS

- A. **OMB Circulars and Other Regulations.** The following Federal Regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 1. **Administrative Requirements:**
 - a. 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
 2. **Determination of Allowable Costs:**
 - a. 2 CFR 200, Subpart E, "Cost Principles"
 3. **Audit Requirements:**
 - a. 2 CFR 200, Subpart F, "Audit Requirements"
 4. **Code of Federal Regulations/Regulatory Requirements:**
 - a. 2 CFR 182 and 1401, "Government-wide Requirements for a Drug-Free Workplace"
 - b. 2 CFR 180 and 1400, "Non-Procurement Debarment and Suspension" (previously located at 43 CFR, 42, "Government wide Debarment and Suspension (NonProcurement)")
 - c. 43 CFR 18, "New Restrictions on Lobbying"
 - d. 2 CFR 175, "Trafficking Victims Protections Act of 2000"
 - e. FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions"
 - f. 2 CFR 25, "System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS)"
 - g. 2 CFR 170, "Reporting Subawards and Executive Compensation" or FFATA (Refer to XII.B.11)
- B. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §2000d et seq.); Title V. Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities religion, age, or sex.

- C. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere, with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violation of section 1352(a) title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008(P.L. 110-161) also apply.
- D. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- E. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Grant Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- F. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the OHP and the Assignee.
- G. **Member of Congress.** Pursuant of 41 U.S.C. §22. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- H. **Agency.** The Participant is not an agent or representative of the United States, the Department of the Interior, NPS, or the State, nor will the Participant represent its self as such to third parties. NPS and State employees are not agents of the Participant and will not act on behalf of the Participant.
- I. **Non-Exclusive Agreement.** This Agreement in no way restricts the Participant or OHP from entering into similar agreements or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- J. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS or OHP and Participant or its representatives. No representative of Participant shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- K. **No Third-Party Right.** This Agreement creates enforceable obligations between NPS, OHP and Participant. Except as expressly provided herein, it is not intended nor shall it be construed to

create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

- L. **Foreign Travel.** The Participant shall comply with the provisions of the Fly American Act (49 U.S.C. 40118). The implementing regulations of the Fly American Act are found at 41 CFR 301-10.131 through 301-10.143.

M. **Public Information and Endorsements**

1. Participant shall not publicize or otherwise circulate promotional material (such as advertisement, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Participant represents. No release of information relating to this award may state or imply that the Government approves of the Participant's work product to be superior to other or services.
2. Participant must provide a digital copy of any public information releases concerning this award that refer to the Department of the Interior, National Park Service, OHP or Historic Preservation Fund. Specific text, layout photographs, etc. of the proposed release may be submitted for prior approval.
3. As stipulated in 36 CFR 800, public views and comments regarding all Federally-funded undertaking on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a press release regarding the undertaking under this grant in on or more major newspapers or news sources that cover the area affected by the project within 30 days of receiving the signed grant agreement. A copy of the posted release must be submitted to NPS within 30 days of the posting.
4. The grantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Federal officials can attend if desired.

- N. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with other; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

O. **Audit Requirements**

1. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR 200, Subpart F.
2. Non-federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
3. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/Default.aspx>.

- P. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR 200.317-200.326.
- Q. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of the text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned, or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- R. **Seat Belt Provision.** The Participant is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- S. **Participant Employee Whistleblower Rights and Requirement to Inform Employees of Whistle-blower Rights.**
1. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistle-blower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act of Fiscal Year 2013 (P.L. 112-239).
 2. The Participant shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712.
 3. The Participant shall insert the substance of this clause, including this subsection (3), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR 52.203-17 (as referenced 42 CFR 3.908-9).
- T. **Reporting Executive Compensation**
1. Participant must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.fsrs.gov/> for more information.
- U. **Conflict of Interest**
1. The Participant must establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Participant is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Participant or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Participant and/or Participant's employees and Sub-recipients in the matter.
 2. The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

3. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR part 180).

V. Minimum Wages Under Executive Order 13658 (January 2015)

1. Definitions. As used in this clause:
 - a. "United States" means the 50 states and the District of Columbia.
 - b. "Worker"
 - i. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13568; and
 - ii. Whose wage under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);
 - iii. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR 541.
 - iv. Regardless of the contractual relationship alleged to exist between the individual and the employer.
 - v. Includes workers performing on, or in connection with, the agreement whose wages are calculated to special certificates issued under 29 U.S.C. §214(c).
 - vi. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
2. Executive Order Minimum Wage rate.
 - a. The Participant shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.60 per hour beginning January 1, 2016.
 - b. The Participant shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determination in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://sam.gov/content/wage-determinations> (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
 - c. The Participant may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
 - i. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Participants shall consider any Subrecipient requests for such price adjustment.
 - ii. The Awarding Officer will not adjust the agreement price under the clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses

- implements the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- d. The Participant warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
 - e. The Participant shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Participant may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23, Deductions.
 - f. The Participant shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
 - g. Nothing in this clause shall excuse the Participant from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
 - h. The Participant shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
 - i. The Participant shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30.00 a month in tips.
3. This clause applies to workers as defined in Section 1.b of this agreement condition. As provided in that definition:
 - a. Workers are covered regardless of the contractual relationship alleged to exist between the Participant or Subrecipient and the worker;
 - b. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
 - c. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
 4. This clause does not apply to:
 - a. Fair Labor Standards Act (FLSA) - covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20% of their hours worked in a particular workweek performing in connection with such agreements;
 - b. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. §213 (a) and (b), unless otherwise covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:
 - i. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(a).
 - ii. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(b).
 - iii. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. §213(a)(1) and 29 CFR 541).
 5. Notice. The Participant shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Participant shall post notice, utilizing the poster provided by the Administrator, which can be

obtained at www.dol.gov/whl/govcontracts, in a prominent and accessible place at the worksite. Participants that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Participant, whether external or internal, and customarily use for notices to workers about terms and conditions of employment.

6. Payroll Records

- a. The Participant shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - i. Name, address, and social security number,
 - ii. The worker's occupation(s) and classification(s);
 - iii. The rate or rates of wages paid;
 - iv. The number of daily and weekly hours worked by each worker;
 - v. Any deductions made; and
 - vi. Total wages paid.
 - b. The Participant shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Participant shall also make such records available upon request of the Contracting Officer.
 - c. The Participant shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
 - d. Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
 - e. Nothing in this clause limits or otherwise modifies the Participant's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
7. Access. The Participant shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
 8. Withholding. The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Participant under this or any other Federal agreement with the same Participant, sufficient to pay workers the full amount of wages required by this clause.
 9. Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning the Participant's compliance with Department of Labor regulations at 29 CFR §10. Such disputes shall be resolved in accordance with those. This includes disputes between the Participant (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
 10. Antiretaliation. The Participant shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
 11. Subcontractor compliance. The Participant is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

W. **Patents and Inventions.** Participants of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

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:

As-Needed Historic and Cultural Resource Planning Consultant Services for the City Planning Department

B. BIDDER/PROPOSER INFORMATION:

Dudek	
Legal Name	DBA
605 Third Street	Encinitas California 92024
Street Address	City State Zip
Shawn Shamlou, Principal in Charge (760) 479-4267	(760) 632-0164
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.

Shawn Shamlou	Principal in Charge
Name	Title/Position
Encinitas, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Frank	Project Manager
Name	Title/Position
Encinitas, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Joseph Monaco	President/CEO
Name	Title/Position
Encinitas, California	
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	

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:	<u>Joseph Monaco</u>
Vice Pres:	<u>Eric Wilson</u>
Secretary:	<u>Amy Paul</u>
Treasurer:	<u>N/A</u>

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:

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: \$ 1,578,762.70

Requirements of Contract: Planning efforts for seven community planning areas in the County of LA

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 for the City's Ocean St. 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: Red Tail Environmental

Address: 25 Epie Hill Road, Santa Ysabel, California 92070

Contact Name: Spencer Bietz Phone: (619) 672-0039 Email: spencer@redtailenvironmental.com

Contractor License No.: B2014019239 DIR Registration No.: 1000031633

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: Archaeology, Cultural Resources, Native American Monitoring

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 St, San Diego, California 92102

Contact Name: Peter Schrock Phone: (619)813-5551 Email: peter@imaginebravespaces.com

Contractor License No.: B2021010057 DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: Community 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.

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, AICP,
President/CEO

Name and Title



Signature

08/21/2024

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.

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.

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.

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, AICP,
President/CEO

Print Name, Title



Signature

08/21/2024

Date

The City of

**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 StreetCity: Encinitas County: San Diego State: California Zip: 92024Telephone Number: 760.942.5147 Fax Number: 760.632.0164Name 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 201City: San Diego; San Marcos County: San Diego State: CA Zip: 92106; 92078Telephone Number: 619.591.1370 Fax Number: 619.591.1399 Email: jmonaco@dudek.comType of Business: Environmental and Engineering Consultant Type of License: BusinessThe 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 92024Telephone 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, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 19 day of August, 2024

(Authorized Signature)

Danielle Voss

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Dudek DATE: 8/20/2024OFFICE(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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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
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Grand Total All Employees

373

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled				1							3	4		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: DudekDATE: 8/20/2024OFFICE(S) or BRANCH(ES): Encinitas, San Diego, and San MarcosCOUNTY: 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:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Tab A

Submission of Information and Forms



Request for Proposal (RFP) for As-Needed Historic and Cultural Resource Planning Consultant Services for the City Planning Department

Addendum A

Solicitation Number:	10090175-25-D
Solicitation Issue Date:	July 30, 2024
Pre-Proposal Conference:	No Pre-Proposal Conference will be held.
Questions and Comments Due:	August 6, 2024 @ 12:00 p.m.
Revised Proposal Due Date and Time ("Closing Date"):	August 21, 2024 @ 2:00 p.m.
Contract Terms:	Five (5) years, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Damian Singleton Sr. Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 (619) 235-5743
Submissions:	<p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), or an electronic bid via PlanetBids, of their response as described herein.</p> <p>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</p> <p>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</p>

**RFP 10090175-25-D, As-Needed Historic and Cultural Resource Planning
Consultant Services for the Planning Department**

Questions and Answers

- Question 1:** We would like to respectfully request a two-week extension on the proposal due date (instead of a due date of August 20, 2024, we would like to request a due date of September 3, 2024).
- Response:** The City is currently unable to extend the proposal due date.
- Question 2:** In the RFP on page 8, Tab B Executive Summary and Responses to Specifications, item 2.13 requests "Proposer's response to the RFP." Please advise if this section is for our project approach?
- Response:** This section is referring to the Proposer's submittal responses to the Request for Proposal.
- Question 3:** Does the City of San Diego require a licensed architect and/or engineer to be on the project team?
- Response:** Refer to Exhibit B, Section B. SCOPE OF SERVICES. The Consultant and their team must demonstrate the ability to provide all services listed in the Deliverables section of the RFP.
- Question 4:** Can multiple staff members be listed under the pricing schedule for each classification?
- Response:** Yes.
- Question 5:** Could we provide a resume for an alternate Principal that is able to sign contracts if our key personnel is unable to sign on behalf of the company?
- Response:** Yes
- Question 6:** Do you want resumes for alternative proposed key personnel?
- Response:** Please refer to Exhibit B, Section D. EXPERIENCE AND QUALIFICATIONS.
- Question 7:** The pricing table only lists year 1, however, the contract is for 5 years. Can we provide escalations for the following years?
- Response:** This has been corrected via Addendum A. "Year 1" language has been removed.
- Question 8:** Is there an anticipated contract value for this on-call?
- Response:** Please refer to RFP, Article III COMPENSATION.
- Question 9:** Page 5 of the RFP defines the Principal as: "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.” The person we would use as Principal does have authority to commit resources and confirm scopes/costs, but only executives can sign contracts. Does the principal have to be someone who is authorized to execute/sign contracts, provided they meet all other requirements of the RFP?

Response: No. If the Principal has the authority to commit resources and authorize contracts on behalf of the company, the City will allow executives to sign contracts.

Question 10: Is the form/format for the Pricing Schedule in Tab C the table at the bottom of page 6 of Exhibit B?

Response: Yes.

Question 11: The RFP states that the pricing shall be inclusive of all fees and costs, including expenses, but the pricing format we must adhere to appears to just consist of the position title and hourly rate for personnel equivalent to Principal or Project Manager (as defined in the RFP). How should expenses be indicated using this format?

Response: Expenses should be factored into the fully burdened hourly rate for Principal and Project Manager. Additionally, as stated if an additional page is required, please include it.

Question 12: On page 6 of Exhibit B, the RFP states: “Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.” The next paragraph states, “If additional space is required, a separate sheet may be attached marked ‘Additional Labor Classifications.’ No other changes will be considered.” Should we include additional classifications with our proposal, or wait to submit them if awarded?

Response: Please include additional classifications with your proposal submission.

Question 13: The Pricing Schedule table is labeled “Year 1 – Fully Burdened Hourly Rate.” Should we include rate escalation for subsequent years, or would that be addressed by Article III, Section 3.4, Price Adjustments, of the General Contract Terms and Provisions?

Response: That would be addressed by Article III, Section 3.4, Price Adjustment of the General Terms and Provisions.

Question 14: Will the maximum evaluation points be 85 if there is no interview (per Exhibit A, C.3.3)?

Response: Yes.

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.

[SIGNATURES ON FOLLOWING PAGE]

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:

As-Needed Historic and Cultural Resource Planning Consultant Services for the City Planning Department

B. BIDDER/PROPOSER INFORMATION:

Dudek	
Legal Name	DBA
605 Third Street	Encinitas California 92024
Street Address	City State Zip
Shawn Shamlou, Principal in Charge	(760) 479-4267 (760) 632-0164
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.

Shawn Shamlou	Principal in Charge
Name	Title/Position
Encinitas, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Nicole Frank	Project Manager
Name	Title/Position
Encinitas, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
No interest	
Interest in the transaction	

Joseph Monaco	President/CEO
Name	Title/Position
Encinitas, California	
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	

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:	<u>Joseph Monaco</u>
Vice Pres:	<u>Eric Wilson</u>
Secretary:	<u>Amy Paul</u>
Treasurer:	<u>N/A</u>

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, California 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: \$ 1,578,762.70

Requirements of Contract: Planning efforts for seven community planning areas in the County of LA

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 for the City's Ocean St. 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: Red Tail Environmental

Address: 25 Epie Hill Road, Santa Ysabel, California 92070

Contact Name: Spencer Bietz Phone: (619) 672-0039 Email: spencer@redtailenvironmental.com

Contractor License No.: B2014019239 DIR Registration No.: 1000031633

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: Archaeology, Cultural Resources, Native American Monitoring

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 St, San Diego, California 92102

Contact Name: Peter Schrock Phone: (619)813-5551 Email: peter@imaginebravespaces.com

Contractor License No.: B2021010057 DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: Community 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.

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, AICP,
President/CEO

Name and Title



Signature

08/21/2024

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.

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.

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.

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, AICP,
President/CEO

Print Name, Title



Signature

08/21/2024

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

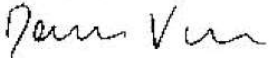
As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors 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

**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 StreetCity: Encinitas County: San Diego State: California Zip: 92024Telephone Number: 760.942.5147 Fax Number: 760.632.0164Name 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 201City: San Diego; San Marcos County: San Diego State: CA Zip: 92106; 92078Telephone Number: 619.591.1370 Fax Number: 619.591.1399 Email: jmonaco@dudek.comType of Business: Environmental and Engineering Consultant Type of License: BusinessThe 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 92024Telephone 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, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 19 day of August, 2024

(Authorized Signature)

Danielle Voss

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Dudek DATE: 8/20/2024OFFICE(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 | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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 3NAME OF FIRM: DudekDATE: 8/20/2024OFFICE(S) or BRANCH(ES): Encinitas, San Diego, and San MarcosCOUNTY: 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 | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

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

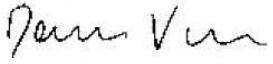
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Contractor Name: Dudek

Certified By Danielle Voss Title Vice President, Human Resources
Name
 Date 08/20/2024
Signature

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



**Small Local Business Enterprise (SLBE)
Program Certification**

Red Tail Monitoring & Research, Inc.

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541370, 541720, 541620)

Certification Number: 14RT1235

Effective: 10/17/2023 - 10/17/2025

Christian Silva
Program Manager
Equal Opportunity Contracting

Tab B

Executive Summary and Responses to Specifications



PROPOSAL

AS-NEEDED HISTORIC AND CULTURAL RESOURCE PLANNING CONSULTANT SERVICES FOR THE CITY PLANNING DEPARTMENT

CITY OF SAN DIEGO

2280 Historic Decatur Road Suite 200 / San Diego, CA 92106 / 619.591.1370

DUDEK

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APPENDIX

A	Resumes
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Executive Summary

The City of San Diego 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 housing, equity, climate, public spaces, conservation, and heritage preservation goals. Dudek understands that the City of San Diego is seeking as-needed services to support the Department's work program initiatives being conducted by each division. Dudek further understands that this as-needed contract is primarily with the Environmental Policy and Public Spaces Division to conduct historic and cultural resource planning work more efficiently in support of the Department's initiatives. Additionally, Dudek understands that the City's historic preservation program's structure is deeply embedded in and is cooperatively managed by the Planning Department, which is responsible for the City's long-range planning efforts and the development of new ordinances and regulations, and the Development Services Department (DSD), which is responsible for implementing those policies and regulations through permitting and enforcement.

Dudek will collaborate with City staff on an as-needed basis in the areas of historical and cultural resource planning, which may also require elements of architectural design, graphic design, geographic information system (GIS), meeting facilitation, outreach and engagement, and environmental analysis expertise. Services will include preparation of historic context statements; collection of oral histories; preparation of historic resource surveys; preparation of historic district nominations; preparation of Multiple Property Listings (MPLs); and preparation of objective architectural design standards. The entire Dudek team meets U.S. Secretary of the Interior (SOIS) Standards in the areas relevant to the scope of work. Our team offers the following benefits:

Successful Track Record Working with the City of San Diego. Dudek's Cultural and Planning teams have extensive experience collaborating with City of San Diego (City) staff and have prepared a wide variety of successful work products for the City. Dudek will provide the City with the experience, efficiency, and capacity to meet the City Planning Department's growing historical and cultural planning needs. We are proud of our record of service in helping the City complete a range of tasks for all types of projects, including historical context statements (HCSs), reconnaissance-level field surveys, cultural and paleontological resources monitoring, community outreach efforts, and the development and preparation of planning policies and documents. Based on our long history of working with the City's various departments since 1991, Dudek has unparalleled institutional knowledge, with a robust understanding of City processes. Recent examples include our support to the City for the award-winning Mira Mesa Community Plan Update (MMCPU), as well as the preparation of the City's graphically rich Annual Housing Reports, and our ongoing support for the City's systemwide utilities undergrounding program.

Local, Cost-Effective Project Management. Shawn Shamlou, our proposed principal in charge, has over 29 years' industry experience and 22 years working at Dudek, where he has cultivated a deep-rooted history and knowledge of San Diego's local environment. As the practice director of Dudek's Cultural group, Mr. Shamlou has overseen and managed a broad range of environmental documents for clients in the City of San Diego and surrounding areas. His resume in [Appendix A](#) showcases his extensive experience working with the City of San Diego.

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 current as-needed contract with the Planning Department, we have formulated effective tools and methods for tracking our participation levels through each task order, and we work with City staff to complete Small Local Business Enterprise/Emerging Local Business Enterprise (SLBE/ELBE) projection reports, when necessary, to ensure we meet our participation goals. Our proposed SLBE/ELBE sub-consultants for this contract are detailed in the Proposed Personnel section. Dudek and its employees actively support and participate in outreach events to reach future professionals in disadvantaged communities.

Experience and Qualifications

1. Staff Resumes

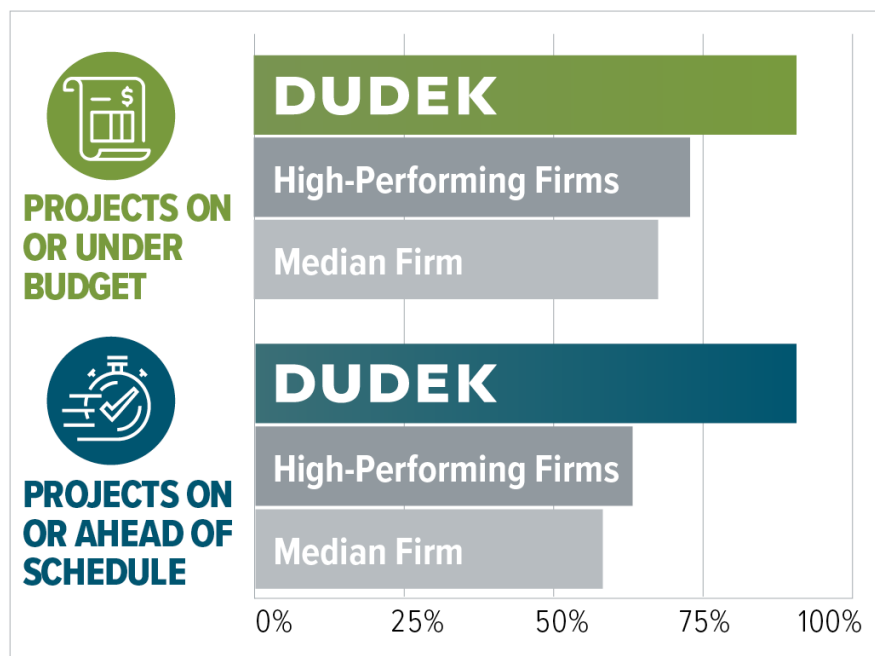
Figure 1 outlines the proposed lines of communication for this contract, and resumes are included in **Appendix A**.

ORGANIZATIONAL CHART

For this contract, Shawn Shamlou, AICP, will serve as the principal in charge and the primary point of contact throughout the life of the contract. With assistance from Dudek's staff, Mr. Shamlou would be responsible for coordinating all work products and Dudek team assignments for this project. Our team members are local and would be available for in-person public meetings in addition to video conferencing, should these services be necessary.

STAFFING LEVEL AND CAPACITY

Dudek's 800-plus employees, along with our qualified local and regional sub-consultants, have the experience, efficiency, and capacity to meet your needs. We can continuity of staff while growing our capacity to meet the City's needs and demands. The Dudek project team specifically chosen for this contract has the availability and capacity to provide services detailed in this proposal with a quick project turnaround. 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.



Based on firms' self-reported data for the 2021 Deltek Clarity Architecture & Engineering Industry Report

Figure 1. Organizational Chart



¹Subconsultant

PROPOSED PERSONNEL

Table 1 details Dudek’s proposed personnel under this contract. Resumes are included in [Appendix A](#).

Table 1. Proposed Team

Staff/Role	Experience
Shawn Shamlou, AICP Principal in Charge	Shawn Shamlou is a principal with 24 years’ experience preparing environmental documentation for land-use planning and infrastructure projects for public and private clients. Mr. Shamlou has prepared more than 200 reports complying with CEQA and the National Environmental Policy Act (NEPA) and has served as project manager and primary author of many environmental review documents throughout San Diego County and California. A specialist in infrastructure projects, Mr. Shamlou has overseen and managed a broad range of environmental documents for healthcare, transportation, aviation, rail, port, water, and energy infrastructure projects. He understands the environmental policy and regulatory process complexities that surround permitting projects through agencies like the California Department of Transportation (Caltrans), Federal Highway Administration, Federal Aviation Administration, and the California Coastal Commission and expertly guides clients through the environmental approval process. Mr. Shamlou is also adept at managing private development projects for residential, mixed-use, redevelopment, and office projects.
Nicole Frank, MSHP, Project Manager/ Architectural Historian	Nicole Frank is an architectural historian with 7 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 in both the City and County of San Diego preparing Historical Resource Research Reports, Historical Resource Technical Reports, and Historic Resources Technical Reports. Ms. Frank also had experience conducting historic research, writing landmark designations, performing condition assessments, and working hands-on in building restoration projects throughout the United States. Ms. Frank is an approved County of San Diego CEQA consultant for privately initiated projects for Historic Resources.
Debi Howell-Ardila, MHP, Senior Architectural Historian	Debi Howell-Ardila is an award-winning historic preservation professional with over 17 years of experience in environmental compliance and historic preservation. Her experience includes historic resource surveys, environmental compliance studies in support of CEQA, and Standards project reviews. She exceeds the Secretary of the Interior’s Professional Qualification Standards in Architectural History and History. Ms. Howell-Ardila also offers an agency-side perspective and experience, having served as Chair and Vice Chair of the South Pasadena Cultural Heritage Commission between 2012 and 2018. During the past decade, Ms. Howell-Ardila has developed a specialized practice in preservation ordinance and policy development. She served as principal author for two ordinances (Manhattan Beach Historic Preservation Ordinance and the San Gabriel Historic Preservation and Cultural Resources Ordinance Update) and the City of Colton Cultural Resources Element, adopted in 2024. Key to the success of each project were effective public outreach and

Table 1. Proposed Team

Staff/Role	Experience
	community meetings, commission and council hearings, and work-study sessions. Other recent project experience includes serving as principal author for the <i>City of Riverside Latino Historic Context Statement</i> . As part of the project, Ms. Howell-Ardila conducted numerous community workshops, interviews, and oral histories. The <i>City of Riverside Latino Historic Context Statement</i> was honored with a Preservation Design Award from the California Preservation Foundation in 2019.
Claire Cancilla, MSHP, Architectural Historian	Claire Cancilla is an architectural historian with 3 years' professional experience that encompasses a wide variety of project types in varied geographic locations, including Los Angeles, Laguna Beach, Agoura Hills, San Diego, Glendale, Pasadena, Sequoia National Park, New York City, and Venice, Italy. She has completed historic significance evaluations in consideration of NRHP, CRHR, and local designation criteria for single-family residences, commercial properties, educational institutions, warehouse and industrial properties, and municipal facilities. Additional project experience includes writing national register and local register nominations, conducting historic archival research, performing conditions assessments and reconnaissance surveys, conducting CEQA impacts analyses, preparing environmental impact report (EIR) sections, and conducting design reviews under the SOIS's Standards. Ms. Cancilla also has experience working for the National Park Service and for preservation nonprofits, including the World Monuments Fund. She meets the SOIS's Professional Qualification Standards for architectural history.
Monte Kim, PhD, Architectural Historian	Monte Kim is a senior architectural historian and historic built environment resource specialist with over 20 years' 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, NEPA, and 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 NRHP and has overseen the documentation of historic properties by the standards required for the Historic American Building Survey (HABS), the Historic American Engineering Record, and the Historic American Landscape Survey. 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 SOIS's Professional Qualification Standards for history and architectural history.
Katie Ahmanson, MA, Architectural Historian	Katie Ahmanson is an architectural historian with 3 years' experience in the field of architectural history and heritage conservation. She has experience with Historic-Cultural Monument and NRHP nominations, historic context statements, building descriptions, and California DPR 523 forms. Ms. Ahmanson has worked with environmental compliance documentation in support of projects that fall under CEQA/NEPA, and Sections 106 and 110 of NHPA.
Micah J. Hale, PhD, RPA Senior Archaeologist/Cultural Resources Technical Lead	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 23-year career, Dr. Hale has served as a principal investigator in the public and

Table 1. Proposed Team

Staff/Role	Experience
	<p>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.</p> <p>Dr. Hale has supervised numerous large-scale surveys, test excavations, data recovery programs, and geoarchaeological investigations, served as a third-party review consultant, and was 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 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.</p>
Angela Pham, MA, RPA Archaeologist	<p>Angela Pham has 14 years' experience as an archaeologist and archaeological lab director, with a variety of technical skills, including conducting cultural inventories using the National Archaeological Database and the California Historic Resources Information System surveying, excavation techniques, testing, data recovery, monitoring, artifact identification, cataloging, preservation, and curation. Ms. Pham is highly knowledgeable about CEQA and the National Historic Preservation Act Section 106 and Section 110, and the San Diego Historical Guidelines. She also works closely with Native American tribal members on several projects. Ms. Pham has worked on five City of San Diego Transportation on-call contracts as a co-principal investigator; implemented archaeological monitoring per Mitigated Negative Declaration requirements; directed and scheduled the archaeological and Native American monitoring of 25 projects involving the installation of underground utility lines; directed wet-screening of excavated sediments for human remains; attended pre-construction meetings; evaluated inadvertent cultural resource discoveries; and authored several management and treatment plans, proposals, preliminary and final reports, and technical analyses.</p>
Matthew DeCarlo, MA, RPA Archaeologist	<p>Matthew DeCarlo is an archaeologist with 13 years' experience leading archaeological surveys and excavations, performing lithic and faunal analyses, constructing, and analyzing geographic information system (GIS) data, and producing cultural resource management reports. As a field director for Riverside County, Mr. DeCarlo conducted archaeological surveys and excavations, managed construction monitoring teams, and produced cultural resource records and reports. As acting district archaeologist for the U.S. Forest Service, Mr. DeCarlo worked intensively with federal regulations and Native American tribal representatives.</p>
Asha Bleier, AICP, LEED AP BD+C, Urban Planner	<p>Asha Bleier is a principal planner with 16 years' experience managing complex planning and development projects throughout California. Ms. Bleier leads Dudek's Planning and Urban Design practice. Her multidisciplinary expertise includes a full range of planning efforts, such as regional and General Plans, community plans, corridor/transit-oriented development, resilience planning, and design guidelines. Ms. Bleier's background in design, development, and</p>

Table 1. Proposed Team

Staff/Role	Experience
	sustainability allows her to make sound policy recommendations relative to the interaction between users and their built environments.
Laurie Grover, AICP, Urban Planner	Laurie Grover is a planner with 11 years' experience specializing in transportation and community and regional planning, and state and federal transportation and climate change policy. Ms. Grover offers a unique array of public sector experience focusing on long-range planning, technical analyses, policy development, and grant writing and administration. 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 interested party and public dialogue.
Elizabeth Dickson, AICP, Urban Planner	Elizabeth Dickson 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.
Shannon Heffernan, AICP, Urban Planner	<p>Shannon Heffernan is a principal planner with 15 years' professional experience in community planning and urban design. Ms. Heffernan has worked with Southern California agencies, nonprofit 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, and developers—all with a thoughtful outreach approach with equity as a core principle to ensure that interested parties are being given a voice and providing input.</p> <p>Ms. Heffernan has experience leading multidisciplinary teams and complex projects for transit-oriented development 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.</p>
Chris Starbird, GIS	<p>Christopher Starbird is a GIS analyst with 18 years' experience in environmental projects for municipal, regional, and federal public agencies and nonprofit organizations. Mr. Starbird uses the latest in mapping software from the Environmental Systems Research Institute (Esri). His skills include database design, spatial analyses, 3D modeling with shade and shadow analysis, glint and glare analysis, interactive web development and design, web-based mapping, and high-quality cartographic design.</p> <p>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.</p>

Table 1. Proposed Team

Staff/Role	Experience
Raoul Rañoa, Creative Designer	Raoul Rañoa leads Dudek's Visual Storytelling practice. His 25-year career in data visualization includes roles as senior artist and assistant art director 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 currently creates visualizations for the Jet Propulsion Lab/NASA, where he works with world-renowned experts to convert complex data on planetary and environmental research (Mars helicopter, sea-level rise, planetary protection) to easy-to-follow visual stories. Mr. Rañoa has prepared visuals covering every facet of the environmental consulting industry, including General Plan updates, hydrological research, and urban forestry management.
Imagine Braves Spaces, Public Outreach	Imagine is a creative engagement consulting company working at the intersection of applied theatre, multimedia arts, and community development. They utilize the arts to educate, connect, inspire, and activate as we seek to support the flourishing of San Diego's diverse communities. Their past experience on local projects has equipped us to work dynamically and responsively to the unique needs of the San Diego community.
Red Tail Environmental, Archaeology and Native American Monitoring	Red Tail currently provides archaeological and Native American monitoring to the City of San Diego on several as-needed contracts, as well as providing services to private development clients within the City. Red Tail has extensive experience conducting: Native American Tribal Cultural Resources consultation; archaeological record searches; Phase I archaeological surveys and inventories; Phase II archaeological evaluations; Phase III archaeological data recoveries; and the preparation of technical reports in support of Initial Studies (ISs), Mitigated Negative Declarations (MNDs), and EIRs. Red Tail also excels at creating and implementing mitigation and avoidance measures.

2. Prior Work History for the City and Other Jurisdictions

The following projects demonstrate our relevant project history for the City and other jurisdictions across each of the four deliverables under the scope of work for this contract.

1. IDENTIFICATION OF HISTORICAL AND CULTURAL RESOURCES

Historic Preservation

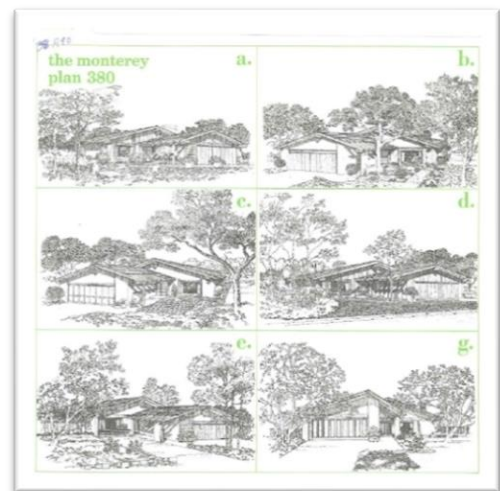
Successful Projects for the City

MIRA MESA COMMUNITY PLAN AREA HISTORIC CONTEXT STATEMENT AND FOCUSED RECONNAISSANCE SURVEY

Client: City of San Diego

Description: Dudek prepared an HCS and focused reconnaissance-level survey for Mira Mesa, a 10,700-acre community plan area located in the City of San Diego. The project involved archival research and the identification of significant historical themes and associated property types as well as a reconnaissance-level survey focused on the master-planned residential communities within the Mira Mesa Community Planning Area (CPA). This study was completed as part of the comprehensive update to the Mira Mesa CPA and Programmatic Environmental Impact Report.

While the HCS addressed all development themes and property types within the community, the scope of the survey was limited to residential housing constructed between 1969 and 1990. The document identified notable residential developers, architects, and architectural styles, including Tract Ranch, Contemporary, New Traditional, among others. Evaluations of master-planned communities (which consist of individual properties forming a related, larger tract) were documented and evaluated for eligibility as historic districts.



UNIVERSITY COMMUNITY PLAN AREA HISTORIC CONTEXT STATEMENT AND FOCUSED RECONNAISSANCE SURVEY

Client: City of San Diego

Description: Dudek prepared an HCS and focused reconnaissance-level survey for the University, an 8,700-acre community plan area located in the City of San Diego. The project involved 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 HCS addressed all development themes and property types within the community, the scope of the survey was limited to residential



housing constructed between 1969 and 1990. The document identified notable residential developers, architects, and architectural styles, including Tract Ranch, Contemporary, New Traditional, among others. Evaluations of master-planned communities (which consist of individual properties forming a related, larger tract) were documented and evaluated for eligibility as historic districts.

CITY OF SAN DIEGO SOURCE WATER SYSTEM HISTORIC CONTEXT STATEMENT

Client: City of San Diego

Description: Dudek completed a survey and HCS 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 Relevant Projects for Other Jurisdictions

CORONADO CITYWIDE SURVEY AND HCS

Client: City of Coronado Planning Department

Description: The City of Coronado Community Development Department retained Dudek to prepare a HCS and Historic Resources Inventory. The project included a reconnaissance-level survey and the development of an HCS exploring the major development periods of Coronado's history, from pre-history to the present.

The findings of the Historic Resources Inventory and research presented in the HCS will inform, enhance, and streamline Coronado's historic preservation program by bringing consistency to preservation planning efforts. Dudek is in the process of finalizing the historic context statement and historic resources inventory.



Dudek hosted a series of public kickoff meetings/outreach sessions, completed a draft Citywide historic context statement, and successfully completed a reconnaissance-level survey of over 2,000 properties on time and within budget.

LOS ANGELES COUNTY METRO AREA PLAN PROJECT HISTORIC CONTEXT STATEMENT

Client: Los Angeles County Planning Department

Description: Dudek was retained by the County of Los Angeles Department of Regional Planning to prepare an HCS in support of the larger area project. The goal of the HCS component was to inform, enhance, and streamline the larger project as it pertained to historical resources. The communities included within the HCS included East Los Angeles, East Rancho Dominguez, Florence-Firestone, Walnut Park, West Athens-Westmont, West Rancho Dominguez Victoria, and Willowbrook.

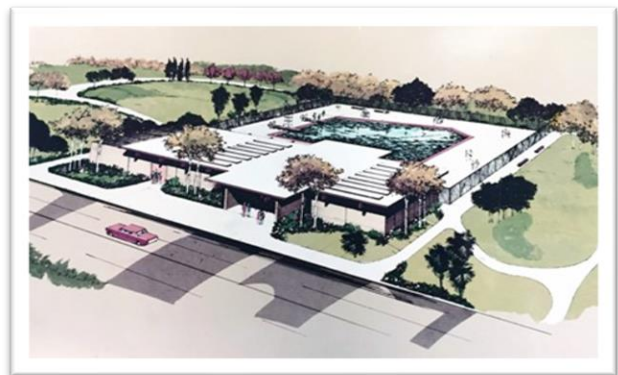
The HCS documented the development history of the communities from the Rancho period to the present; identified important themes, events, and patterns of development; and described the different property types, styles, builders, and architects associated with these important periods and themes. The document also provided registration requirements and recommendations for future study/action by the County of Los Angeles to facilitate and streamline the historic preservation program.



LOS ANGELES COUNTY METRO AREA PLAN PROJECT FLORENCE-FIRESTONE HISTORIC CONTEXT AND SURVEY REPORT

Client: Los Angeles County Planning Department

Description: Dudek was retained by the County of Los Angeles Department of Regional Planning to prepare a HCS and Historic Resources Survey for the unincorporated Los Angeles County community of Florence-Firestone. The Florence-Firestone Historic Context Statement presented the history of the built environment of the community from the rancho period under Spanish rule to the present day. The document 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 project included a reconnaissance-level historic resources survey. The findings of the Historic Resources Survey and research presented in the HCS informed, enhanced, and streamlined the County's historic preservation program by bringing consistency to preservation planning efforts as they pertained to Florence-Firestone.



Archaeology

Successful Projects for the City

AS-NEEDED CULTURAL RESOURCES CONSULTANT SERVICES

Client: City of San Diego

Description: Dudek was contracted to provide cultural and paleontological resources monitoring in support of a Citywide utility undergrounding project. The City's Transportation Department had assigned 18 simultaneous task orders to date allocating approximately \$2,750,000 of the total \$8,000,000 contract. The total contract value could not be maximized due to the COVID-19 pandemic and its suppression of work. Of the task orders assigned to date, most involved archaeological, Native American, and paleontological monitoring of excavations for burying San Diego Gas & Electric Company (SDG&E) utilities.

One task order involves continuation (from our previous Transportation Department on-call contract) of water screening of all excavated sediments from more than 2,000 linear feet of trench located in the community of La Jolla due to the high probability of unearthing sensitive archaeological remains.

Another task order included completion of a Programmatic EIR to support future SDG&E utility undergrounding throughout the City's limits. Dudek partnered with several Disadvantaged Business Enterprises to help the City meet its contracting obligations, while maintaining high-quality work.



AS-NEEDED ENVIRONMENTAL SERVICES

Client: City of San Diego, Stormwater Department

Description: Dudek environmental and engineering professionals provided as-needed environmental services to the Stormwater Department, including planning and permitting support to ensure implementation and compliance, primarily for operations and maintenance activities of the department. As part of this contract, a project team led by 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. To develop this EIR, Dudek conducted cultural resources assessment of all planned MWMP maintenance activities and specific facility locations, including all stormwater conveyance channels, ditches, structures, and basins throughout eight watersheds. Cultural assessment included archival research, Native American coordination, pedestrian survey, and resources sensitivity modeling and GIS mapping. Cultural resource sensitivity and possible MWMP project and program impacts were distilled into a matrix indicating which maintenance activities at specified stormwater facilities required relevant mitigation measures. This allowed City personnel to identify required mitigation as MWMP projects began development.



Successful Relevant Projects for Other Jurisdictions

AS-NEEDED ENVIRONMENTAL SERVICES

Client: City of Los Angeles Department of Water and Power

Description: Dudek environmental professionals provided as-needed environmental services to the City of Los Angeles Department of Water and Power (LADWP), completing more than 150 task orders for the contract, ranging from large complex CEQA/NEPA documents to specialized technical studies. Dudek's cultural resource specialist provided cultural analysis to help secure permits and regulatory approvals for major capital improvement projects, including new transmission lines, decommissioning of power plants, construction of new groundwater remediation facilities, and other critical infrastructure projects.

To support CEQA and NEPA documents, Dudek cultural resource specialists produced technical reports summarizing desktop and field assessments. Dudek archaeologists conducted archaeological resources inventories, including archival research and records searches, Native American coordination and consultation, and pedestrian surveys. During project construction, Dudek conducted archaeological monitoring in coordination with consulting Native American tribes and provided Worker Environmental Awareness Training to construction personnel. Dudek archaeologists also conducted Tribal Cultural Resource reviews and aided LADWP in tracking CEQA-mandated tribal consultation under Assembly Bill 52.

AS-NEEDED ENVIRONMENTAL SERVICES

Client: County of Los Angeles Department of Public Works and Power

Description: Under this contract, Dudek provided permitting support and environmental documentation for capital projects and operations and maintenance activities throughout the County's network of dams, reservoirs, spreading grounds, debris basins, and sediment placement sites. Services included preparing and reviewing CEQA/NEPA documents, permit applications, archaeological and historic built environment assessments, and providing strategic guidance on environmental-related issues and developing solutions to avoid and minimize project impacts. Dudek has facilitated and supported tribal outreach on all of these projects, providing recommendations on both Assembly Bill 52 and Section 106 consultation requirements. Required services have included California Historical Resources Information System records searches; Native American Heritage Commission Sacred Lands File searches and surveys; cultural and paleontological inventories; archaeological excavations; historic built environment evaluations of buildings, structures and facilities; monitoring and coordination for both archaeological and Native American monitoring services; acquisition of an Archaeological Resources Protection Act permit for work conducted within National Park Service jurisdiction; and preparation of environmental documents and management plans in conformance with both CEQA and Section 106 of the NHPA of 1966.

3. PROJECT ADMINISTRATION

Successful Projects for the City

AS-NEEDED MULTIDISCIPLINARY PLANNING SERVICES

Client: City of San Diego

Description: 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 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. 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

Description: Dudek held 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 assisted the City in preparing 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; assurance that 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

Description: 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 (*Poliophtila 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

Description: 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 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, 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 nongovernmental 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.

4. COMMUNITY OUTREACH AND ENGAGEMENT

Successful Projects for the City

Dudek

MIRA MESA COMMUNITY PLAN UPDATE –COMMUNITY OUTREACH

Client: City of San Diego

Description: Dudek assisted the City in developing 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 focused on engaging interested business parties, 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 interested parties to educate, inform, and receive input. The multilayered outreach effort, carefully crafted and executed, was instrumental in the successful process that led to its finalization and unanimous adoption.

Imagine Brave Spaces

MID-CITY COMMUNITIES PLAN UPDATE

Client: City of San Diego Planning Department

Description: Public outreach and engagement in support of the City's 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 four-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

Description: Public outreach and engagement in support of the City's Build Better San Diego initiative. Public workshops were held in three communities of concern in order to raise awareness and collect input toward 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 the City's 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.



3. Dudek History

Dudek is a full-service, employee-owned, multidisciplinary environmental consulting firm founded in 1980. We assist private and public clients on a broad range of projects that improve our clients' communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we help move projects forward through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting community interests. Our professionals find practical, cost-effective approaches to help you achieve your specific project goals. We work to build your trust, which allows us to offer constructive solutions with your project's long-term success in mind.

Dudek started an employee stock ownership plan (ESOP) in the early 2000s and has regularly funded the ESOP from profits. The result of this continuous commitment to employee ownership culminated with Dudek transitioning to a wholly owned ESOP in 2021. As the firm has grown and evolved, the ESOP has become a defining tool in driving employee engagement by promoting an ownership culture, enhancing employee retirement planning, and bolstering employee retention.

The firm maintains an organizational structure that empowers project managers to be decision-makers and entrepreneurs. Internal administrative processes are kept to a minimum, limiting internal bureaucracy and enabling project managers to be flexible and responsive to client needs. Dudek now serves clients in the energy, transportation, municipal, education, and healthcare sectors; consists of 15 major practices; employs over 800 employees in 20 offices across the nation; and has projects spanning over 40 states in the United States. Joseph Monaco serves as president and CEO.

Aside from transitioning to an ESOP, Dudek has not had any significant business developments over the past 3 years.

DEMONSTRATED COMMITMENT TO DIVERSITY

Ensuring a Diverse Workforce

Dudek's efforts to ensure a diverse workforce include:

- Recruiting from a diverse pool of candidates via websites providing visibility to veteran and disabled candidates, as well as other sites focusing on diverse talent
- Expanding our recruitment efforts to focus on colleges and universities with more diverse student and faculty populations
- Participating in a Diversity, Equity, and inclusion (DEI) multi-organizational internship program since 2022
- Financially investing in underserved and minority communities
- Establishing a dedicated DEI Zoom channel to facilitate outreach and information sharing

Equal Employment Opportunity

Successful achievement of a nondiscriminatory employment program requires cooperation between management and employees. Dudek maintains affirmative action programs for Black, Indigenous, and people of color (BIPOC), women, disabled individuals, and protected veterans.

Supporting a Diverse Workforce

Dudek's Employee Resource Groups (ERGs) are voluntary, employee-led groups that foster and empower community within the workplace. Our ERGs create a safe space for underrepresented employees and their allies to support, collaborate, network, and brainstorm. Our firm leadership works to enhance our ERGs so they may offer greater influence in firmwide decision-making.

We have developed a **DEI plan** that demonstrates our dedication to supporting diversity and inclusion initiatives within Dudek and throughout the communities in which we work and live. We understand that the best problem-solving happens when diverse viewpoints and experiences are applied. We recognize that different perspectives, inclusivity, and trust build a stronger culture and add value to our firm. Dudek's culture manifests in countless ways in all the work we do, including in formal programs and initiatives around charitable giving, sustainability, educational outreach, wellness, and equality.

DuGreen is our sustainability initiative, which works to improve our environmental footprint. We are passionate about the environment and are continuously exploring ways to make Dudek a more environmentally sustainable company. Spearheaded by our Green team, DuGreen aims to create an eco-friendly workplace by establishing companywide best practices and educating staff on green practices they can implement in the office and at home. We also support local environmental organizations, such as the Solana Center for Environmental Innovation, by enlisting their services and volunteering at their events.

Through our educational outreach initiative **eDucate**, we aim to foster interest in the work we do and careers in the environmental and engineering fields by participating in educational events in our communities. Our staff actively engages with future archaeologists, biologists, water quality scientists, and more in classrooms; science, technology, engineering, and mathematics events; and career fairs for students from elementary school through college.

DuWell is our wellness initiative aimed at providing education on wellness, benefit resources, and preventive care. DuWell is focused on overall health and supports Dudekians in promoting work-life balance while taking full advantage of benefit offerings. Through in-person and virtual events, regular firmwide wellness challenges, video series, and newsletters, Dudekians are given tools to thrive both at work and at play.

WIN@Dudek (Women's Inclusive Network) strives to support, empower, and elevate women within Dudek and eliminate the barriers to advancement that women face in the workplace. Dudekians are dedicated to raising awareness for women's unique experiences, fostering a supportive, equitable, and inclusive environment, and creating growth and leadership opportunities.

DUDEK ERGS

- *Women at Dudek*
- *LGBTQIA+ community*
- *BIPOC employees*
- *Disabled employees (all disabilities, seen/unseen)*



4. Relevant Practice Areas

DUDEK PRACTICE AREAS

Cultural Resources Services

Dudek's cultural resources team provides a broad range of cultural services, including archaeological, architectural history, and paleontological resources. As part of a midsized, full-service firm, Dudek's cultural staff understands the entire spectrum of environmental and permitting tasks. This provides an advantage beyond smaller firms with a narrower range of focus by ensuring that Dudek technical specialists will be intimately familiar with the scheduling and application of specific regulatory nuances.

Dudek senior archaeologists, architectural historians, and paleontologists hold all necessary permits to conduct cultural resources investigations on federal and state lands, should the need arise, and are familiar with variations in lead agency cultural resource guidelines, standardized methods, and the need to coordinate various agencies when project interests have overlapping jurisdictions. Moreover, our cultural resource project managers and technical specialists are listed with the City as approved consultants for their respective roles and have successfully completed cultural resources studies that are compliant with the City's Historic Resources Guidelines.

Historic Built Environment Services

Dudek is well qualified to perform the variety of work anticipated for on-call 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, 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 NHPA, and 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

CULTURAL RESOURCES SERVICES

- *Development of Section 106 agreement documents: NHPA Memorandum of Agreement/Understanding*
- *Historic Resource Evaluation Reports in consideration of NRHP, California Register of Historical Resources, and local designation criteria and integrity requirements*
- *Assessment of impacts to historical resources under CEQA*
- *Assessment of effects to historic properties under NEPA and Section 106 of the NHPA*
- *Historic context statements*
- *Historic resource surveys/inventories*
- *Conformance with the Secretary of the Interior's Standards*
- *Development of preservation alternatives*
- *Historic group consultation*
- *Archival research*
- *Building permit/property record research*
- *Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscape Survey documentation*
- *Materials analysis and testing*
- *Existing condition assessments*
- *Construction specifications review*
- *Native American consultation pursuant to Sonoma Water Policies, Assembly Bill 52, Senate Bill 18, and Section 106 of the NHPA*
- *Tribal Cultural Resources Reports*

conformance with SOIS Standards and has provided peer review services for reports prepared by other consultants. We offer the City 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 on budgetary considerations without compromising the City's heritage where it is manifest in cultural resources.

Dudek's project team has gained technical expertise throughout California with extensive experience in the City and County of San Diego. We possess 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 may need us. Dudek has a staff of three full-time architectural historians based in our Encinitas and Pasadena offices. Dudek's Encinitas and Pasadena offices are also supported by seven additional full-time architectural historians in other offices and a deep bench of as-needed staff. We are accustomed to quick turnaround times and can provide the City and property owners with timely work products.

Archaeological Services

Dudek's archaeologists offer services from desktop and constraint studies to complex mitigation and preservation plans. We are recognized leaders in professional and community outreach, and we use innovative, thorough approaches to respond quickly and appropriately to project tasks and discoveries. Our Registered Professional Archaeologists (RPAs) hold all necessary permits to conduct cultural resources investigations on federal and state lands. We specialize in identifying resources that may cause project constraints and understanding those resources' historical significance. Our team implements significance assessment programs for projects administered at the local, state, and federal levels. We are permitted to conduct cultural resources investigations on federal and state lands and are listed on local registers, with the Register of Professional Archaeologists, and with the City of San Diego.

Dudek has held more than a dozen as-needed environmental and engineering contracts with the City. Since 2014, we have been a key partner with the City through on-call contracts with its Public Utilities Department and Transportation and Storm Water Department. We understand the City's specific archaeological opportunities and challenges, finding solutions for the detection and treatment of buried archaeological sites in sensitive areas, managing cultural resources databases, and partnering effectively with interested Native American parties. We are intimately familiar with the City's jurisdiction and its resource constraints, and we can support evaluation, prioritization, permitting, monitoring, and reporting in a cost-effective and professional capacity. Dudek archaeological specialist are familiar with the City's Historical Resources Regulations, producing City-compliant technical reports. We have helped the City design creative approaches to evaluate the historical significance of archaeological and historical resources. Based on our experience with fast-tracked projects, we have developed an efficient approach to handling cultural resources. Efficient resource treatment is mutually beneficial to the resource itself and to the agency providing resource oversight.

Our prehistoric and historic archaeological specialists are complemented and supported in-house by paleontologists, historians, ethnographers, and architectural historians, who provide as-needed and specific geographic expertise. These experts are committed to a collaborative process that delivers clients a cohesive, integrated work product. Our specialists include experts in prehistoric tool manufacture, lithic reduction, groundstone, faunal and human osteology, ceramic petrographic analysis, and historic artifact analyses. We have relationships with specialists in historic-era ceramics and other materials, paleo-ethnobotanics, lithic material sourcing and dating, radiocarbon dating, and other fields.

Planning Services

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 interested party outreach, and planning, housing, 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, as needed, for projects such as General Plan amendments or updates, community plan updates, Specific Plans, zoning overlays, and more. Dudek also has extensive experience in parks, recreation, and open space land use planning; passive and active water-based recreational planning; and climate resilience and coastal planning.

As evidenced by several comprehensive planning efforts, Dudek's land use planners and urban designers seamlessly complement the cultural resources team with thoughtful and thorough work products. Working collaboratively together on several occasions, such as the MMCPU, Los Angeles County's Metro Area Plan, and the City of Newport Beach's Comprehensive General Plan Update, Dudek has successfully integrated community, General, and area Plans with historic context statements and historic preservation elements. Our approach to planning as a whole relies on robust public input backed by data to assess and understand land use needs, issues, and opportunities comprehensively.

Subconsultant Practice Areas

To supplement Dudek's in-house cultural resources professionals, we have partnered with **Red Tail Environmental** (Red Tail). Red Tail is a Native American-owned and operated firm specializing in cultural resources management, Native American monitoring, and archaeology services. Red Tail's archaeologists and Native American monitors have experience with all cultural resource laws and regulations, including CEQA, NEPA, Section 106 of NHPA, the City of San Diego Land Development Code: Historical Resources Guidelines, the City of San Diego Historical Resources Regulations, the City of San Diego Historical Resources Board Register of Historic Resources, and the City of San Diego Significance Determination Thresholds. Red Tail currently provides archaeological and Native American monitoring to the City of San Diego on several as-needed contracts, as well as providing services to private development clients within the City. Red Tail has extensive experience conducting: Native American Tribal Cultural Resources consultation; archaeological record searches; Phase I archaeological surveys and inventories; Phase II archaeological evaluations; Phase III archaeological data recoveries; and the preparation of technical reports in support of ISSs, MNDs, and EIRs. Red Tail also excels at creating and implementing mitigation and avoidance measures.

To supplement Dudek's in-house team of outreach professionals, we have partnered with **Imagine Brave Spaces**, who are aligned with our outreach philosophy. Imagine Brave Spaces is already embedded in many San Diego communities, serving as social connective tissue between interested parties 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 to create a more comfortable setting.

Deliverables

Dudek has identified the following services required to support the City Planning Department in conducting historic and cultural resource planning work more efficiently. The scope of services outlined below would allow Dudek to prepare on-call tasks in an efficient, effective, and timely manner while maintaining open channels of communication with the City and stakeholders. The general tasks and assumptions would be standard for every report prepared by Dudek; however, Dudek reserves the right to modify tasks and assumptions as needed to respond to specific project requirements.

Dudek is submitting on the following services:

1. IDENTIFICATION OF HISTORICAL AND CULTURAL RESOURCES

Dudek understands that the City is seeking a qualified firm to provide a wide range of on-call cultural resource preservation services. Dudek's cultural resource team is composed of qualified technical experts in historic preservation, architectural history, archaeology, and paleontology. Dudek can mobilize any of these specialists as needed to support the tasks outlined in detail below. We have a long history of helping clients navigate the requirements of California Environmental Quality Act (CEQA). As we seek the opportunity to be the city's go-to group for cultural resources concerns, we want to understand the city's goals and priority projects for the coming year so we can provide as much assistance as possible regarding the on-call contract. As a first step, Dudek's project management team proposes to meet in person with the City to discuss proposed projects involving cultural resources, key concerns, and desired deliverables, timelines, and communication protocols.

The summary statements below highlight Dudek's understanding, approach, and experience providing services as requested by the City in the Request for Proposal (RFP).

Historic Context Statements

Dudek understands that developing a HCS is essential in understanding the various themes, property types, architectural trends, patterns of development, diverse communities, significant events, and people that have shaped the City's rich history. A HCS is critical to understanding the significance thresholds for various property types within a given theme and should provide clear registration requirements for historical significance by establishing criteria for significance. Dudek has and continues to utilize current professional methodology standards and procedures established by the National Park Service and California Office of Historic Preservation (OHP) for the preparation of these documents.

In developing an HCS, Dudek recommends that the Multiple Property Documentation (MPD) approach to historic survey and evaluation efforts be utilized. The MPD approach identifies groups of related properties and requires a definition of registration requirements, or eligibility standards, for themes and related property types. The MPD approach facilitates the evaluation of individual properties by comparing them with resources that share similar physical characteristics and historical associations. As a management tool, the MPD approach provides essential information for historic preservation planning by evaluating properties on a comparative basis within a given geographical area and will help the City establish preservation priorities and maintenance plans based on historical significance. The MPD approach also streamlines the process of evaluating large numbers of properties and offers a cost-effective approach to survey and documentation.

Dudek's historic built environment team has completed a variety of HCSs for a multitude of property types, including large-scale survey, inventory, and evaluation efforts. These include citywide HCSs for the City of

Coronado and the City of Gilroy, as well as focused HCSs for the City of San Diego, including the Mira Mesa CPA HCS, the University CPA HCS, and the Source Water System HCS. Dudek can effectively collaborate with City staff to generate informative documents that are geographically, architecturally, and/or culturally focused. It is part of Dudek's philosophy to generate unbiased HCSs that incorporate community input. Part of the preparation of a HCS includes outreach and oral histories with local cultural and historical societies, members of the community, and longtime residents with a deep knowledge of history who will lend an invaluable and diverse perspective to the document. Oral histories will be incorporated into the HCS, resource nominations, and multimedia presentations where applicable. Dudek understands that the public perspective is critical in the identification of potential areas of cultural significance and development patterns.

Historic Resources Field Surveys

Historic resources field surveys are important historic preservation tools used to understand, recognize, and protect heritage resources. Overall, they are performed to identify, record, and evaluate historic properties within a community, neighborhood, project area, or region. Per the California OHP, surveys provide information needed to make informed planning decisions, prioritize preservation goals and objectives, develop and implement land use policies, perform environmental reviews pursuant to CEQA, develop adaptive reuse and heritage tourism initiatives, educate the public, and increase the understanding of and appreciation for the built environment as a tangible reminder of the community's history. Dudek architectural historians have conducted dozens of field surveys, including windshield, reconnaissance, focused reconnaissance, and intensive-level surveys, throughout the City and the greater San Diego region.

Working closely with Dudek's in-house GIS staff, staff architectural historians will work to develop the appropriate baseline maps that capture all properties over 45 years old within the community, neighborhood, project area, or region. Once created, in-house maps will facilitate the desktop and field surveys and will be used as a collaborative tool between Dudek and the City to focus survey efforts.

Dudek has reviewed and understands the City of San Diego's 2008 Historic Resource Survey Guidelines, as well as the State Historic Preservation Officer's *National Register Bulletin 24 Guidelines for Local Surveys: A Basis for Preservation Planning* and the SOIS's *Standards for Identification and Evaluation*.

Reconnaissance, Windshield, and Focused Reconnaissance-Level Field Surveys

A reconnaissance-level field survey is a broad look at a study area to indicate patterns of development, properties and areas with potential historic significance, and resources that require additional study to make a determination of historical significance. A focused reconnaissance level field survey carries those same expectations with a narrower field of study. A windshield survey is produced by driving through various areas of a community and noting the general distribution of buildings, structures, and neighborhoods, as well as the different architectural styles, periods, and modes of construction. Dudek understands that reconnaissance level surveys will typically document resources on Department of Park and Recreation (DPR) 523A Forms.

Historically, reconnaissance-level surveys were focused on the architecture of a neighborhood and oftentimes did not capture the evolution of the area from a cultural standpoint, especially when the history is not tied to traditional architectural forms. For instance, community meeting places for social justice movement, desegregated public spaces, public art projects, homes of significant community members/business owners, etc. While Dudek understands that architecture is a key component of any historical resources survey, it is only a component of the larger history that shaped the City of San Diego.

Intensive-Level Surveys

An intensive-level survey involves a closer look at an area or property to identify precisely and completely all historic resources. It generally involves detailed background research, and a thorough inspection and documentation of all historic properties. The information produced should be sufficient to evaluate historic (HRB) Research Report Guidelines, HRB Technical Report Guidelines, and the HRB Designation Criteria Guidelines. Additionally, Dudek has completed multiple technical reports and research reports for the City and is familiar with local research repositories, including the San Diego County Assessor/Recorders Office, City of San Diego Development Services Department, City of San Diego Water Operations, Maps and Records Department, San Diego History Center, San Diego Public Library, and City of San Diego Planning Department.

Historic District Nominations and MPLs

A historic district is defined by the City's municipal code as "a significant concentration, linkage, or continuity of sites, buildings, structures, or objects that are united historically, geographically, or aesthetically by plan or physical development and that have a special character, historical interest, cultural or aesthetic value, or that represents one or more architectural periods or styles in the history and development of the City." Dudek has extensive experience examining related groupings of properties that may constitute a historic district. The identification of historic districts and significant resources is ultimately supported by archival research and related discussions of important themes typically in an HCS. Dudek is dedicated to implementing the City's Strategic Plan, which includes protecting and enriching every neighborhood through the identification and protection of geographically concentrated resources that tell a story important to the architectural, historical, and/or cultural history of the city.

Dudek further understands that a MPL provides a mechanism for efficiently identifying and designating resources that have a shared or similar architectural, historical, or cultural significance and that the City is in the process of completing MPL listing framework. The framework will eliminate the need for costly and redundant research efforts, thereby reducing impacts to property owners, community members, and project applicants. Dudek is committed to engaging with the City on this effort and the creation of documents that streamline the City's historic preservation program.

GIS Capabilities

The Dudek GIS team provides practical, cost-effective GIS solutions using the latest ArcGIS desktop software and server suite of software from Esri. Our staff are expert practitioners with a variety of skills related to data management, cartography, analysis, modeling, enterprise database and application development, and mobile field data collection. We are supported by a deep bench of technical specialists and related technologies, graphics, and technical writing. Our collaborative and responsive partnering approach to projects, blend of local knowledge and nationwide experience on a breadth of database projects, and innovative web application services enable us to complete projects effectively, comprehensively, on time, and within budget.

Dudek has developed and refined sophisticated tools and methods for collecting, analyzing, and reporting data. Whether the data are spatial or nonspatial, Dudek has created technologies focusing on cross-platform and cross-device compatibility to provide a suite of powerful tools under one roof. These tools include mobile and web mapping applications for navigation, data collection, and data analysis from a range of devices; custom database-driven web applications to bridge spatial and nonspatial data for quality assurance (QA), constraints analysis, status reporting, and data visualization; and application for rapid data form creation and deployment to teams in the field. These applications integrate seamlessly to provide a powerful starting point and are highly customizable to fit our client's unique needs.

2. ARCHITECTURAL DESIGN STANDARDS

Dudek's Architectural Historian team works with the SOIS's *Standards for the Treatment of Historic Properties* (the Standards) on a daily basis. Projects proposed to impact listed or eligible historic built environment resources must consider the Standards to varying degrees. Under CEQA, a project that conforms to the Standards can generally be considered mitigated below a level of significance (15126.4(b)(1)), so there is an incentive to apply the Standards to projects whenever it is feasible to avoid damaging a resource and streamlining the environmental review process. The Standards are also used to consider Mills Act contract conformance, issuance of certificates of appropriateness, and design review guidelines.

Dudek has extensive experience working with city planners, local historic commissions, architects, and engineers in designing a variety of Standards-compliant projects. This has involved reviewing complex plans and working directly with project architects, engineers, and/or city staff to address appropriate and compatible modifications to eligible historic resources. Dudek also regularly assists developers and homeowners of residential and commercial properties with design reviews for conformance with the Standards in pursuit of a certificate of appropriateness/permit approvals. We understand that each municipality has a unique set of requirements and plan to work directly with the city to understand and conform to those complexities. To facilitate conformance with the Standards, Dudek will collaborate with staff to prepare architectural design standards that provide objective design requirements based on the standards, California housing law, and the City of San Diego's Historical Resources Regulations. A qualified architectural historian will review all available design plans, schematic drawings, and construction plans prior to project approval and will provide recommendations for revision, as appropriate. Dudek finds that discussing design plans at the earliest possible point in a project will avoid subsequent delays.

3. 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.

Mr. Shamlou, Dudek's principal in charge and contract manager, and all seven of our category project managers are committed to providing responsive, efficient, and high-quality multidisciplinary consulting services to the City. Mr. Shamlou will be responsible for overall QA/QC and will provide contract management support. He will serve as the City's point of contact and has full authority to commit the firm's resources. Mr. Shamlou will work with category 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. Mr. Shamlou and service category project managers will develop and use individual project work plans and assign appropriate task leaders who will be responsible for scheduling milestones, staff responsibilities, and budgets for each scope item under every task order. In consultation with City staff, they will select task managers based on the type and level of expertise necessary to perform the requested services in a cost-effective manner. Task managers will work directly with the assigned City project manager and meet weekly with Mr. Shamlou to update task status, including preparation of work products, schedule, and budgets. In addition, Mr. Shamlou will support service category 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 organizational 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. Mr. Shamlou will develop a management framework 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.

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 moderates and participates 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. Mr. Shamlou is fully available to manage this as-needed contract and is available for meetings, as required, with City staff either in-person or via phone conference. Dudek also has 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
- Schedule and cost monitoring and reporting
- QA/quality control (QC) program
- Virtual collaboration tools

QA/QC

Senior Technical Oversight and Administrative Management

Your contract manager, Principal-in-Charge Shawn Shamlou, will manage clear communication and cooperation with City staff efficiently and promptly.

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.

At the partnering session, as applicable, a focused discussion on community engagement will also occur to outline the goals of the outreach effort, identify potential interested parties, discuss tools and techniques, and map public events. By gaining a clear understanding of the City's expectations at the project outset, Dudek will avoid rework and delays, delivering a plan that explicitly responds to the City's needs. Further, the partnering session provides the project team a forum to share aspirations and establish relationships that will last through the life of the project.

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, the Dudek team will identify commonalities and areas where information sharing can reduce the time, budget, or work needed to produce deliverables.

Continuous Communication

Mr. Shamlou will place a high priority on a continuous flow of information, data, instructions, and guidance. He will maintain regular communication with the City in the following ways:

- Serving as the main point of contact
- 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
- 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

Mr. Shamlou will employ a variety of computerized project management systems to oversee project costs and schedule. Additionally, she will use project team meetings to maintain continuous communication and to closely monitor cost and schedule performance.

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 several 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 the City’s desired platform to schedule and conduct real-time online (video/audio/web) meetings with the City

4. COMMUNITY OUTREACH AND ENGAGEMENT

The Dudek team understands that the basis of an effective heritage preservation program is effective community outreach and engagement. Our key staff members have extensive experience in a range of related activities designed to gather community input, to anticipate concerns and answer questions, and to guide programs and policies toward approval and adoption through hearing attendance and training sessions.

Our team strives for innovation and inventiveness in the community outreach process and utilizes effective tools for facilitating productive conversations and information gathering. We are not just architectural historians and planners, but also skilled workshop facilitators who can effectively communicate complex planning concepts and provide context-sensitive and equity-focused engagement efforts.

We believe outreach is most effective when conducted from the ground up and built on existing and established social networks within communities. As part of our practice, Dudek leverages interested parties and community groups as partners to reach local audiences, which results in meaningful engagement. We also invest time to listen to community members and empower the underrepresented and often unheard, which is especially important when developing historic context statements, gathering oral histories, and updating historic resources surveys. We view community and interested party engagement as a mechanism for two-way education and interested party empowerment around critical issues. Engagement also serves as a tool to create a trusted space within the community to participate in the planning process, which can lead to community-based project champions and a means to increase community and interested party 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.

To achieve our objectives, we make use of the following tools and techniques:

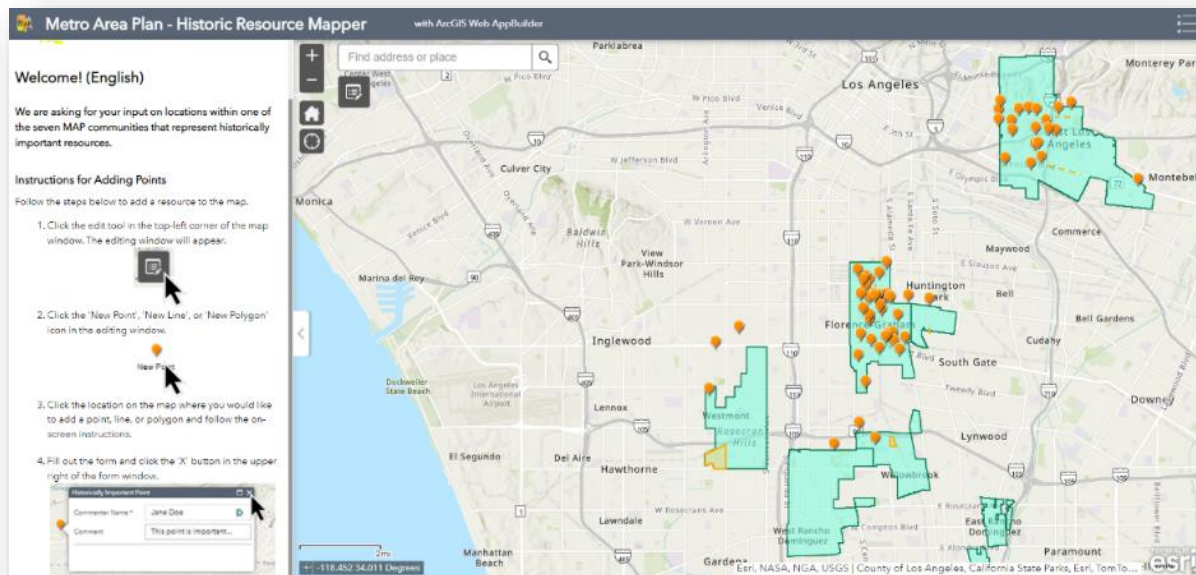
Skilled Facilitation

While Dudek strives for dynamic and innovative outreach approaches, we realize that traditional outreach settings have a time and place in the planning process. While Dudek will seek a nontraditional outreach interface for each task order where appropriate, Dudek is a skilled leader and facilitator in engaging the community via in-person or virtual, multilingual open houses, workshops, interviews, and listening sessions. We have also formed community advisory committees and technical advisory committees, which have proven successful to dive deep into priorities and issues, and to make the planning process collaborative and dynamic.

Nontraditional Engagement Efforts

We are also known for going above and beyond to create truly memorable and customized experiences, such as pop-up workshops, walking tours, artful installations, and interactive webinars featuring live polling for real-time feedback, custom educational material, including pocket guides, FAQs, and social media content.

As an example of our creative approach, recently we developed a one-of-a-kind Historic Context Statement as part of Angeles County's Metro Area Plan (Area Plan). The Area Plan serves as a long-range planning document spanning seven unincorporated communities comprising over 300,000 residents. As part of this effort, Dudek worked closely with the community to identify and evaluate cultural and historical assets in each of the unincorporated Area Plan communities. Historical accounts, information, important places, community memories, and photographs were provided by community members through a comprehensive public engagement strategy that included several interested party' meetings, workshops, one-on-one conversations, and an interactive online Historic Resource Mapper developed by Dudek. This allowed the community to contribute to the Area Plan through diverse opportunities and platforms. More importantly, this allowed members of the community to tell their stories.



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 who 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. Through our “meeting people where they are” approach, community members and interested parties can contribute to the planning process and transform their community, leading to community empowerment.

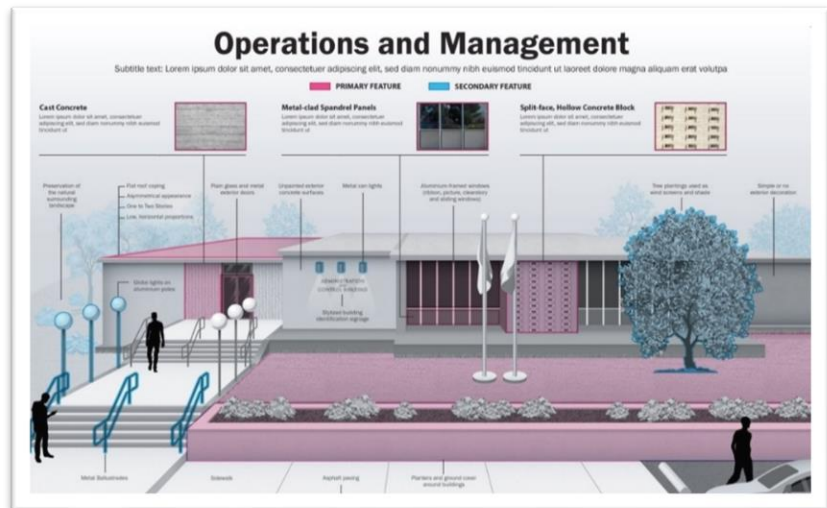
Dudek Creative Services

Dudek has a highly talented creative team of experts specializing in three key fields, Visual Storytelling, Design and Layout, and Media Production (Film and Photography), allowing us to service a wide range of creative needs.

Visual Storytelling and Infographics

Dudek's Visual Storytelling team specializes in creating simple, elegant, and compelling visuals that communicate complex data and ideas.

We understand that simplifying complex concepts (and stripping them of jargon) is the first critical step in conducting informed conversations with the public. Our visualizations harness multiple techniques—3D renderings, photo-realism, Esri StoryMaps/Experience Builder, GIS, animation, interactivity, illustrative novels, and technical illustrations—to engage and inform both expert and nonexpert audiences.



Our visual approach works equally well in multiple mediums, such as long-form printed documents, Esri tools (e.g., StoryMaps and Experience Builder), social media, virtual presentations, and public outreach posters. Our Visual Storytelling team's well-rounded, multi-industry background comes from decades of experience at major media outlets, such as the Los Angeles Times and scientific research institutions like the Jet Propulsion Lab in

Pasadena. This varied experience, combined with expertise in environmental consulting, makes Dudek's Visual Storytelling team exceptionally qualified at visualizing data regarding critical public issues, such as wildfire planning and regional priority plans. Using the latest technologies to create customized digital illustrations and simulations, Dudek's Visual Storytelling team transforms client's visions in a way that informs and assists the public and interested parties in evaluating projects and understanding technical, complex information.

Dudek's Visual Storytelling Team's highlight reel can be viewed [here](#).

Design and Layout

Dudek's Design and Layout team of graphic designers are experts with more than 30 years' experience developing high-quality informational graphics and publication layouts for a variety of public and private projects. Work products include branding and logo development, report layouts, brochures, posters, large-format advertising, illustration, PowerPoint outreach presentations, and environmental graphics, such as information kiosks. These tools are applied to communication goals involving interested party outreach, master plans, trade shows, and public



education. Our designers specialize in the use of Adobe Creative Suite software, the graphic design industry standard for illustration, layout, and publication of printed and online materials, and have extensive experience working with printers and specifying production requirements for both web and offset sheet-fed presses, and large format/alternative materials printing.

Media Production (Film and Photography)

Dudek's Media Production team offers a full suite of professional video and photographic services, ranging from outreach video creation, cinematic project videos, aerial videography and photography to high-level professional video editing and custom animations. Recently, our team of experts has been creating a range of outreach animation videos, including a housing trust video for San Bernadino County Regional Housing Trust (<https://youtu.be/B3CF-bxbN4>), and a beautifully animated video series of local Tribal Water Stories for California Department of Water

Resources (<https://www.youtube.com/watch?v=R0cPuf0sXaA>). We work to bring your story to life, from conceptualization and script writing through to custom animation, narration, and video editing, along with guidance in outreach and sharing methods. Short-form video provides a widely understandable and visually engaging way to share project information, and we look forward to helping you create your custom video content.



Tab C

Cost/Price Proposal

Cost Proposal

Table 2 details Dudek's proposed personnel under this contract followed by our current rate schedule.

Table 2. Cost Table

Labor Classification	Position Title	Year 1—Fully Burdened Hourly Rate
Principal in Charge	Practice Director/Project Director (Environmental)	\$285
Project Manager	Architectural Historian II/Analyst IV	\$135

DUDEK 2024 Standard Schedule of Charges

Engineering Services

Project Director	\$335.00/hr
Principal Engineer III	\$310.00/hr
Principal Engineer II	\$290.00/hr
Principal Engineer I	\$280.00/hr
Program Manager	\$265.00/hr
Senior Project Manager	\$265.00/hr
Project Manager	\$255.00/hr
Senior Engineer III	\$250.00/hr
Senior Engineer II	\$240.00/hr
Senior Engineer I	\$230.00/hr
Project Engineer IV/Technician IV	\$220.00/hr
Project Engineer III/Technician III	\$210.00/hr
Project Engineer II/Technician II	\$200.00/hr
Project Engineer I/Technician I	\$180.00/hr
3D Production Manager	\$210.00/hr
Senior Designer II	\$200.00/hr
Senior Designer I	\$195.00/hr
Designer	\$185.00/hr
Assistant Designer	\$180.00/hr
CADD Operator III	\$175.00/hr
CADD Operator II	\$165.00/hr
CADD Operator I	\$145.00/hr
CADD Drafter	\$130.00/hr
CADD Technician	\$120.00/hr
Project Coordinator	\$155.00/hr
Engineering Assistant	\$125.00/hr

Environmental Services

Senior Project Director	\$330.00/hr
Project Director	\$285.00/hr
Senior Specialist V	\$260.00/hr
Senior Specialist IV	\$245.00/hr
Senior Specialist III	\$235.00/hr
Senior Specialist II	\$225.00/hr
Senior Specialist I	\$210.00/hr
Specialist V	\$195.00/hr
Specialist IV	\$185.00/hr
Specialist III	\$175.00/hr
Specialist II	\$165.00/hr
Specialist I	\$145.00/hr
Analyst V	\$145.00/hr
Analyst IV	\$135.00/hr
Analyst III	\$125.00/hr
Analyst II	\$115.00/hr
Analyst I	\$105.00/hr
Technician III	\$90.00/hr
Technician II	\$80.00/hr
Technician I	\$70.00/hr

Mapping and Surveying Services

Application Developer II	\$220.00/hr
Application Developer I	\$155.00/hr
GIS Analyst V	\$205.00/hr
GIS Analyst IV	\$170.00/hr
GIS Analyst III	\$150.00/hr
GIS Analyst II	\$135.00/hr
GIS Analyst I	\$125.00/hr
UAS Pilot	\$145.00/hr
Survey Lead	\$235.00/hr
Survey Manager	\$210.00/hr
Survey Crew Chief	\$165.00/hr
Survey Rod Person	\$95.00/hr
Survey Mapping Technician	\$95.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$185.00/hr
Senior Project Manager	\$180.00/hr
Construction Manager	\$175.00/hr
Project Manager	\$170.00/hr
Resident Engineer	\$175.00/hr
Construction Engineer	\$170.00/hr
On-site Owner's Representative	\$160.00/hr
Prevailing Wage Inspector	\$155.00/hr
Construction Inspector	\$145.00/hr
Administrator/Labor Compliance	\$120.00/hr

Hydrogeology/HazWaste Services

Project Director	\$335.00/hr
Principal Hydrogeologist/Engineer III	\$310.00/hr
Principal Hydrogeologist/Engineer II	\$300.00/hr
Principal Hydrogeologist/Engineer I	\$290.00/hr
Senior Hydrogeologist V/Engineer V	\$265.00/hr
Senior Hydrogeologist IV/Engineer IV	\$255.00/hr
Senior Hydrogeologist III/Engineer III	\$245.00/hr
Senior Hydrogeologist II/Engineer II	\$235.00/hr
Senior Hydrogeologist I/Engineer I	\$225.00/hr
Project Hydrogeologist V/Engineer V	\$215.00/hr
Project Hydrogeologist IV/Engineer IV	\$205.00/hr
Project Hydrogeologist III/Engineer III	\$195.00/hr
Project Hydrogeologist II/Engineer II	\$185.00/hr
Project Hydrogeologist I/Engineer I	\$175.00/hr
Hydrogeologist/Engineering Assistant	\$140.00/hr
HazMat Field Technician	\$125.00/hr

District Management & Operations

District General Manager	\$225.00/hr
District Engineer	\$215.00/hr
Operations Manager	\$165.00/hr
District Secretary/Accountant	\$140.00/hr
Collections System Manager	\$140.00/hr
Grade V Operator	\$130.00/hr
Grade IV Operator	\$115.00/hr
Grade III Operator	\$105.00/hr
Grade II Operator	\$85.00/hr
Grade I Operator	\$80.00/hr
Operator in Training	\$75.00/hr
Collection Maintenance Worker	\$75.00/hr

Creative Services

Creative Services IV	\$165.00/hr
Creative Services III	\$150.00/hr
Creative Services II	\$135.00/hr
Creative Services I	\$120.00/hr

Publications Services

Technical Editor IV	\$165.00/hr
Technical Editor III	\$150.00/hr
Technical Editor II	\$135.00/hr
Technical Editor I	\$120.00/hr
Publications Specialist IV	\$125.00/hr
Publications Specialist III	\$115.00/hr
Publications Specialist II	\$105.00/hr
Publications Specialist I	\$95.00/hr
Clerical Administration	\$90.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

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.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

Appendix A

Resumes

Shawn Shamlou, AICP

PRINCIPAL IN CHARGE

Shawn Shamlou is a principal with 25 years' experience preparing environmental documentation for land-use planning and infrastructure projects for public and private clients. Mr. Shamlou has prepared more than 200 reports complying with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and has served as project manager and primary author of many environmental review documents throughout San Diego County and California.

A specialist in infrastructure projects, Mr. Shamlou has overseen and managed a broad range of environmental documents for healthcare, transportation, aviation, rail, port, water, and energy infrastructure projects. He understands the environmental policy and regulatory process complexities that surround permitting projects through agencies like California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), Federal Aviation Administration (FAA), and the California Coastal Commission (CCC) and expertly guides clients through the environmental approval process. Mr. Shamlou is also adept at managing private development projects for residential, mixed use, redevelopment, and office projects.

Mr. Shamlou has established himself as an effective project manager with robust interpersonal skills and a solid foundation in implementation of solutions for complex environmental issues. He is a results-oriented planning professional who is highly motivated with an ability to combine creative ideas and analytical decision-making. Mr. Shamlou has a strong presence with excellent written and presentation skills.



Education

*Syracuse University
MA, Geography, 1995*

*San Diego State
University
BA, Geography, 1993*

Certifications

*American Institute of
Certified Planners*

Professional Affiliations

*Association of
Environmental
Professionals*

*Encinitas 101 Mainstreet
Association*

Relevant Project Experience

Environmental Planning for Undeveloped Coastal Property, The Copley Press Reserve Project, San Diego, California. As project manager, responsible for the preparation of an Environmental Impact Report (EIR). Project includes development of two residential estate lots on a rare hilltop setting in the community of La Jolla. Project required the following studies: forensic biological review, an archaeological resources report, water quality and drainage study, geological report, and EIR. Key environmental issue areas analyzed include aesthetics, biological resources, cultural resources, and land use compatibility. Dudek assisted with identification of the most feasible locations for development and prepared the following:

- Opportunities and Constraints Report
- Biological Reconnaissance Survey (includes Rare Plants Survey)
- Jurisdictional Wetland Delineation
- Forensic Biological Study

- Updated Biological Assessment Memorandum
- Archaeological Resources Study
- Hydrology and Water Quality Study

Mission Beach Residences Master EIR, McKellar McGowan, San Diego, California. Served as project manager for the preparation of a Master EIR for two adjacent residential developments on the site of a former school. The Mission Beach Residences and Santa Barbara Place Residences projects are located in the Mission Beach community of San Diego. Master EIR sections for this controversial project included visual resources, geology, historical and paleontological resources, energy, mineral resources, public services, and public utilities.

Inns at Buena Creek EIR, James Eleopoulos, San Diego, California. Served as project manager for the preparation of CEQA documents on behalf of the City of Oceanside. The documentation was for a proposed hotel project that included both an EIR and associated technical studies. Key issues within these documents include wetlands and coastal commission permitting, traffic impacts, and aesthetics.

Casa Mira View Multifamily Housing Project, City of San Diego, California. Served as project manager for a controversial 1,848-unit housing development in the Mira Mesa community of the City of San Diego. Key technical studies prepared by Dudek for the project were for biological resources on the property and a "shadow study". Also attended numerous community planning group meetings. This 41-acre project was proposed by Garden Communities and received unanimous approval from the City Council.

Queen of Angels Catholic Church, Roman Catholic Diocese of San Diego, Alpine, California. Project manager for a visual resources technical study prepared for the Roman Catholic Diocese of San Diego. The document addressed a proposed church project in eastern San Diego County, including seven visual simulations of the project. The diocese proposed a controversial 75-foot-high steeple adjacent to sensitive residential areas and within the viewshed of the nearby Viejas Mountains. The visual study conformed to the County's policy regarding the implementation of CEQA and included maps of surrounding land uses, public roads, and scenic highways from which the project would be visible. The report described the method of assessing aesthetic impacts, defined visual impact levels, analyzed key views, and recommended visual impact measures.

St. Jerome Catholic Church and School Project EIR, Roman Catholic Diocese of San Diego, Otay Mesa, California. Project manager for a proposed new 17-acre Catholic Church and school in Otay Mesa, California. This controversial project attempts to meet numerous public agency concerns related to alternatives and impacts to vernal pools, San Diego and Riverside fairy shrimp (*Branchinecta sandiegonensis* and *Streptocephalus woottoni*), transportation and circulation (including parking), and water quality. The EIR carefully addressed all of the concerns raised by the permitting agencies, environmental organizations, and the public. In addition to the EIR, managed several technical reports, including biological resources and noise. The project also required wetland permitting and Section 7 consultation to address impacts to federally listed fairy shrimp.

Campus Master Plan 2000 EIR Addendum for Proposed BioScience Center, San Diego State University (SDSU), San Diego, California. Project manager for the preparation of an addendum to the Campus Master Plan 2000 document addressing the project-level analysis for a research facility proposed by the university's Office of Facilities Planning and Management. The proposed building, to be located on the SDSU campus adjacent to the existing North Life Sciences Building, was originally addressed at the programmatic level in the Master Plan 2000 EIR. The addendum addressed three variations on the building's use and design, including the newly proposed use of biological and chemical agents for scientific testing purposes. The addendum included an explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 of the CEQA Guidelines.

East County Substation/Tule Wind/Energia Sierra Juarez Gen-Tie Projects EIR/Environmental Impact Statement (EIS), California Public Utilities Commission (CPUC) and Bureau of Land Management (BLM), San Diego County, California. Served as an analyst and prepared several sections of the EIR/EIS as required by the CPUC and BLM for San Diego Gas and Electric's (SDG&E's) East County Substation project, which includes a 500/230/138-kilovolt (kV) substation, approximately 14 miles of new 138 kV transmission line, and a rebuild of the Boulevard Substation. In addition to addressing the new substation project, the EIR/EIS also addresses as "connected actions" a 200-megawatt (MW) wind energy project encompassing approximately 15,000-acres and a generation tie-in required for a 500/230 kV transmission line to connect an approximately 1,200 MW wind energy project in Baja California, Mexico. Responsible for preparing impact analyses for traffic, agricultural, and forestry resources. The Draft EIR/EIS was prepared in December 2010.

Uptown Substation MND, CPUC, San Diego, California. Responsible for ensuring compliance with CPUC Government Order (GO) 131-D, including the preparation of necessary documentation with CEQA for this 3-acre 120 megavolt ampere (MVA) substation and associated 138 kV transmission line upgrade and tie-in located in the Grant Hill community of San Diego.

New Kaiser Central San Diego Medical Center Project EIR, Kaiser Permanente Foundation Health Plan, San Diego, California. Project manager for contract to provide an EIR and associated technical studies in accordance with the City's CEQA procedures for the proposed Kaiser Permanente facilities in the Kearny Mesa community. Key issues include aesthetics, air quality, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, cumulative effects, growth inducement, and traffic circulation. The project is being administered throughout the City's Expedited Review Program. Kaiser Permanente proposes to demolish the existing 337,564 square-foot County Annex building and construct a 450-bed hospital, hospital support building, energy center, and surface and structured parking. The development of the site will include roads, utilities, and landscaping for the entire acreage. Phase 1 occupancy is anticipated for 2017 with Phase II slated for completion in 2030.

Marine Corps Base (MCB) Camp Pendleton Fire Training Burn Pits EA, U.S. Navy Southwest Division, San Diego County, California. Environmental analyst for an EA for repair of the fire training burn pits at MCB Camp Pendleton. Environmental documentation will be conducted in compliance with NEPA and all other applicable regulations and policies to ensure that all repairs and improvements are in compliance.

Tijuana and San Luis Rey River Wetlands Mitigation Banking Projects, San Diego County Water Authority, San Diego, California. CEQA project manager addressing two proposed wetlands mitigation banks in the Tijuana River Valley and in the San Luis Rey River Valley. The wetlands established would be used for the mitigation of the San Diego County Water Authority's (SDCWA's) ongoing and proposed water supply and storage facilities projects (particularly the raising of the San Vicente Reservoir) to increase the emergency water supply sources in its service area. Dudek provided overall coordination with SDCWA staff and associated resource agencies, coordination of all required permitting, and associated data/document management, managed an EIR and MND to address the two projects, and prepared agricultural resource evaluations to assess impacts relating to agricultural conversions.

First San Diego River Improvement Project, City of San Diego, California. Project manager for this MND project proposing to dredge a portion of the San Diego River between State Route 163 and Mission Center Road, in the effort to remove approximately 3,000 cubic yards of accumulated sediment. The area proposed for dredging activities would be approximately 318 feet by 110 feet. Key issues included biology, cultural resources, aesthetics, noise, and traffic. Also oversaw the City's required Public Project Submittal Requirements deliverables, including technical studies.

ALUCP Project, San Diego County Regional Airport Authority, San Diego County, California. Project manager for preparation of 15 MNDs to address off-site land use compatibility, population and housing, public safety, and public service issues for all public and military airports throughout the County, with the exception of the San Diego International Airport, for which a draft EIR was prepared. Also responsible for oversight of extensive GIS provided by Dudek for the project.

Brown Field Master Plan, City of San Diego, California. Overseeing preparation of an annotated IS and GIS services for the City's proposed Brown Field Master Plan, including development of various Airport Capital Improvement Projects (ACIP). Key issues include land use, traffic, noise, air quality, biology, and greenhouse gases.

Coronado Bridge Toll Removal EIR, SANDAG, San Diego, California. Project manager for this highly controversial SANDAG project involving removal of a toll fare charge to westbound commuters on the Coronado Bridge. Key issues of concern included traffic and parking, public safety, noise, air quality, and land use.

San Diego Harbor Deepening EIS/EIR, ACOE and San Diego Unified Port District, San Diego, California. Project manager for project involving deepening of San Diego Harbor to accommodate fully loaded deep draft commercial vessels. Key environmental issues for this highly controversial joint federal/state document included biological resources because of dredging and disposal activities, noise, air quality, structures and utilities, and coastal access. The project involved dredging the central navigation channel of San Diego Bay from Naval Air Station North Island to the Tenth Avenue Marine Terminal to a depth of 42 feet mean lower low water.

On-Call Environmental Services, NCTD, San Diego County, California. Manager for Dudek's provision of various environmental on-call services to NCTD. Key tasks conducted to date include biological mitigation monitoring and surveys, construction monitoring, revegetation services, and stormwater pollution prevention plan compliance.

SANDAG Coastal Rail Trail Permitting, Parsons and Brinckerhoff, Inc., Cities of Oceanside, Carlsbad, Encinitas and Solana Beach, San Diego County, California. Prepared necessary environmental permits for the northern 17 miles of the Coastal Rail Trail Project, a proposed multiuse pathway along railroad and road right-of-way from Oceanside to Solana Beach. Led a team of wetland experts and environmental analysts to prepare required permit applications, including those required from the CCC, ACOE, Regional Water Quality Control Board (RWQCB), and CDFW for each of the four affected municipalities, the Cities of Oceanside, Carlsbad, Encinitas, and Solana Beach.

I-5 and Los Angeles-San Diego Corridor (LOSSAN) Public Works Plan (PWP), SANDAG and Caltrans, San Diego County, California. Task manager for synthesizing voluminous environmental data from various documents in support of the PWP, a programmatic vehicle that SANDAG and Caltrans are using to comply with the Coastal Act for the LOSSAN rail and I-5 corridor projects. The PWP addresses not only the mobility benefits created by these two projects but also opportunities to improve coastal access and natural resources in the corridor. The PWP outlines a comprehensive mitigation strategy that will address the natural resource impacts associated with the implementation of projects in this sensitive coastal corridor, which includes Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, and the City of San Diego.

SR 56 EIR, City of San Diego, California. Served as environmental analyst for the proposed construction of a 5-mile freeway to complete the connection between SR 56 West (I-5) and SR 56 East (I-15) in northern San Diego County. Documentation included an EIR evaluating two freeway alignments (northerly and central), with two possible configurations (six-lane freeway or four-lane expressway) at an equal level of detail.

Vallecitos Water District Rock Springs Sewer MND, Infrastructure Engineering Corporation, San Diego, California. Project manager for this MND, the project included replacing over 3,000 feet of existing pipeline, installing new sewer pipeline connections between the houses and the new pipeline, relining a 330-foot segment of existing pipeline, and rerouting pipeline beneath existing residences.

Rancho Bernardo Pipeline No. 2 MND, City of San Diego, California. Project manager in support of engineering services, construction, and operation of a new reclaimed water pipeline from the Miramar Water Treatment Plant to serve the Miramar Service Area. Key issues included biological resources, wetlands, traffic, noise, and cultural and paleontological resources.

Pressure Control and Hydroelectric Facility EIR, SDCWA, San Diego County, California. Managed an EIR for the proposed construction of a highly controversial water-pressure control facility along Mercy Road in San Diego. Environmental documentation ensured that all construction and operation was conducted in compliance with CEQA and all other applicable regulations and policies.

San Juan Creek Watershed Baseline Conditions Report, ACOE, Orange County, California. Prepared land use and recreation analyses for a 176-square-mile watershed. Evaluated existing and historic development patterns, applicable general plan policies, and recreation facilities, focusing on areas adjacent to San Juan, Oso, and Trabuco Creeks.

Black Mountain Water Treatment Plant Land Acquisition EIR, City of San Diego, California. Environmental specialist for an EIR for a new 180 mgd water treatment plant to be located in Rancho Peñasquitos.

Miramar Water Treatment Plant Upgrade EIR, City of San Diego, California. Environmental specialist for an EIR for expansion of the Miramar Water Treatment Plant for the proposed upgrade to accommodate an ultimate capacity of 275 mgd. Key issues included biological resources, recreation, water quality, and traffic.

Nicole Frank, MSHP

PROJECT MANAGER/ARCHITECTURAL HISTORIAN

Nicole Frank is an architectural historian with 7 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 meets the Secretary of the Interior's Professional Qualification Standards for Architectural History.

Relevant 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. (2020–2022)

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. (2018-2020)

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



Education

*The School of the Art Institute of Chicago
MS, Historic Preservation, 2018*

*The College of Charleston
BA, Historic Preservation and Art History, 2016*

Professional Affiliations

Encinitas Preservation Association, Past President

California Preservation Foundation

Association for Preservation Technology (APT)

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. (2019–Present)

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. (2020–Present)

Los Angeles County Metro 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 component 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: East Los Angeles, East Rancho Dominguez, Florence-Firestone, Walnut Park, West Athens-Westmont, West Rancho Dominguez-Victoria, and Willowbrook. 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 conducting archival research, coauthoring the Historic Context Statement, engaging with stakeholders, collaborating with the 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. (2021–2022)

Florence-Firestone Community Plan Area Historic Resources Survey, 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 and conduct a Historic Resources Survey for the Community Plan Area (CPA) of Florence-Firestone. The goal of the project is to document the development history of the community from the rancho period to the present; identify important themes, events, and patterns of development; and describe 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 conducting archival research, coauthoring the Historic Context Statement, engaging with stakeholders, collaborating with the GIS team to create an online mapping tool, attending public meetings, and collaborating with the graphics team for flyers and social media content. (2021–2022)

Debi Howell-Ardila, MHP

SENIOR ARCHITECTURAL HISTORIAN

Debi Howell-Ardila is an award-winning historic preservation professional with 18 years' experience in environmental compliance and historic preservation. She has led evaluations for thousands of properties throughout California, with a focus on Southern California and the San Francisco Bay Area.

Ms. Howell-Ardila's experience has included the preparation of thematic historic context statements, citywide historic resource surveys, environmental compliance studies in support of the California Environmental Quality Act (CEQA), landmark nominations, preservation ordinances and elements, and Secretary of the Interior's Standards project review. She holds a master's degree in historic preservation from the University of Southern California and bachelor's degree from the University of California, Berkeley. Ms. Howell-Ardila exceeds the Secretary of the Interior's Professional Qualification Standards in Architectural History and History.

Dudek Project Experience

Historical Resources Technical Report, Cal Poly Pomona, Pomona, California. In support of a campuswide master plan update, leading efforts to conduct a campuswide survey for Cal Poly Pomona. Coauthoring and providing senior review for the Historical Resources Technical Report in support of CEQA review for the project. Work efforts include a program- and project-level impacts analysis for all elements of the master plan.

Angel's Gate Historical Resources Technical Report; Los Angeles Department of Public Works, Bureau of Engineering; Los Angeles; California. Led efforts to prepare a Historical Resources Technical Report in support of CEQA review. Work efforts included updating documentation for a designated historic district and analyzing potential direct and indirect impacts through implementation of the proposed project.

Relevant Previous Experience

Cultural Resources Element and Historic Preservation Ordinance Updates, City of Colton, California. Led efforts to update the City of Colton's Cultural Resources Element and provided recommendations for potential updates to the City's Historic Preservation Ordinance. Work efforts included development of clear, user-friendly goals, policies, and action items; planned and led community workshops and hearings with commissions and the City Council; and guided the element through the reviews and approval process.

Historic Preservation and Cultural Resources Ordinance Update, City of San Gabriel Department of Planning, California. Led efforts to update the City of San Gabriel Historic Preservation and Cultural Resources Ordinance. In 2017–2018, San Gabriel's Historic Preservation and Cultural Resources Ordinance Update won preservation awards from the Los Angeles Conservancy and California Preservation Foundation.



Education

*University of Southern California, School of Architecture
MHP, Historic Preservation*

University of California, Berkeley, BA, German and Architectural History

Certifications

Exceeds requirements of the Secretary of the Interior's Professional Qualification Standards in Architectural History and History

Design Guidelines and Treatment Approaches for Historic Schools, Los Angeles Unified School District, Los Angeles County, California. Led efforts to prepare districtwide design guidelines for the Los Angeles Unified School District (LAUSD), the second largest public school district in the United States. Given the LAUSD 130-year history and expansive geographic range, the LAUSD Design Guidelines provided detailed treatment approaches for a range of school types, architectural styles, and projects using the Secretary of the Interior's Standards as the point of departure.

Riverside Latino Historic Context Statement, City of Riverside, Riverside County, California. Served as principal author and project manager for the City of Riverside Latino Historic Context Statement that explored over a century of the history and culture of Riverside's Latino community. This effort was recognized with an award from the California Preservation Foundation in 2019.

Publications

Howell-Ardila, Debi. 2015. Whitney Smith and the USC Connection. Outside In: The Architecture of Smith & Williams. University Art Museum, University of California Santa Barbara. March 2015.

Howell-Ardila, Debi. 2012. Exhibit Review, "Sympathetic Seeing: Esther McCoy and the Heart of American Modernist Architecture and Design," Journal of the Society of Architectural Historians, vol. 71, no. 4 (December 2012): 575-77.

Presentations

"City of San Gabriel Historic Preservation & Cultural Resources Ordinance: A Case Study for Innovation."
Presented at the California Preservation Foundation Conference, Los Angeles, California, May 2024.

"Context Is Everything: How to Commission, Prepare, and Use Historic Context Statements." Presented at the California Preservation Foundation Workshop, Long Beach (online program), California, March 2020.

"A Practitioner's Guide to the Secretary of the Interior's Standards." Presented at the California Preservation Foundation Workshop, South Pasadena, California, March 2019.

"Decoding Preservation: A 360-Degree Look at Ordinances, Policy and Practice." Presented at the California Preservation Foundation Workshop, Pasadena, California, September 2019.

Awards

California Preservation Foundation Award, 2019, lead author of and project manager for City of Riverside Latino Historic Context Statement.

California Preservation Foundation Award, 2018, lead author of and project manager for City of San Gabriel Historic Preservation and Cultural Resources Ordinance.

Los Angeles Conservancy Preservation Award, 2018, lead author of and project manager for City of San Gabriel Historic Preservation and Cultural Resources Ordinance.

Los Angeles Conservancy Preservation Award, 2015, lead author of and project manager for LAUSD Historic Context Statement, 1870 to 1969.

California Preservation Foundation Award, 2014, lead author of and project manager for LAUSD Historic Context Statement, 1870 to 1969.

Claire Cancilla, MSHP

ARCHITECTURAL HISTORIAN

Claire Cancilla (KLAIR Kan-sil-uh; she/her) is an Architectural Historian with 3 years' professional experience that encompasses a wide variety of project types in varied geographic locations, including Los Angeles, Laguna Beach, Agoura Hills, San Diego, Glendale, Pasadena, Sequoia National Park, New York City, and Venice, Italy. She has completed historic significance evaluations in consideration of the National Register of Historic Places (NRHP), California Register of Historic Resources (CRHR), and local designation criteria for single-family residences, commercial properties, educational institutions, warehouse and industrial properties, and municipal facilities. Additional project experience includes writing national register and local register nominations, conducting historic archival research, performing conditions assessments and reconnaissance surveys, conducting CEQA impacts analyses, preparing environmental impact report (EIR) sections, and conducting design reviews under the Secretary of the Interior's Standards. Ms. Cancilla also has experience working for the National Park Service and for preservation non-profits, including World Monuments Fund. She meets the Secretary of the Interior's Professional Qualification Standards for Architectural History.



Education

Columbia University
MS, Historic Preservation
Occidental College
BA, History

Relevant Project Experience

Los Angeles County Metro Area Plan Project, Los Angeles County, California. Dudek was retained by the County of Los Angeles Department of Regional Planning to prepare a Historic Context Statement (HCS) in support of the Metro Area Plan (MAP) project. The goal of the HCS component of the project is to inform, enhance, and streamline the larger MAP project as it pertains to historical resources. The communities included within the MAP HCS include East Los Angeles, East Rancho Dominguez, Florence–Firestone, Walnut Park, West Athens–Westmont, West Rancho Dominguez–Victoria, and Willowbrook. The HCS 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 report section preparation and archival research. (2021–Present)

Mayfield Junior School Historic Resource Assessment, City of Pasadena, California. Primary author of a historic resource assessment (HRA) for two mid-century educational buildings on the Mayfield Junior School campus. Work involved archival research, survey and documentation of the buildings and campus, and an evaluation of both buildings' eligibility under local, state, and federal criteria. (2022)

Silver Lake Reservoir Complex Master Plan EIR, City of Los Angeles, California. Conducted a site survey of the Silver Lake Reservoir, documenting character-defining features of the complex and conducting a direct, indirect, and cumulative impacts analysis for a proposed master plan. Work involved identifying all previously recorded historic built environment resources within 0.25-mile of the complex's perimeter for the impacts analysis. (2022)

Project Crossings Redevelopment HRA and EIR Section, Apple Inc., Los Angeles and Culver City, California. Primary author of an HRA for three industrial buildings, located on the boundary between Los Angeles and Culver City. All buildings were evaluated under both cities' local evaluation criteria. Conducted a direct, indirect, and cumulative impacts analysis, analyzing potential effects of the proposed redevelopment on adjacent built environment resources and prepared an EIR section for the project (2021–2022)

Heritage Park Rehabilitation Project, City of San Diego, California. Conducted research and updated Department of Parks and Recreation (DPR) forms for seven Victorian-era buildings located in San Diego's Heritage Park in anticipation of a forthcoming rehabilitation project. The residences were moved to the park in the 1970s and 1980s due to their impending demolition. (2022)

446 26th Street DPR Form, San Diego Unified School District, San Diego California. Conducted research and completed DPR forms for a 1970 vacant former hospital facility in San Diego. Documented the history of the building and its various owners and functions and contextualized the building within the context of the federal Model Cities Program, which provided funding for the building's original construction. (2022)

2720 Monte Mar Terrace Historical Consulting Services, Confidential Client, Los Angeles, California. Conducted research on the history and development of 1920s Tudor Revival residence and provided consulting services to the homeowners to help guide a potential new addition to the residence. (2022)

7 Oakmont Drive Character-Defining Features Analysis, Confidential Client, Los Angeles, California. Conducted a site visit at the Paul Revere Williams Los Angeles Historic-Cultural Monument (LAHCM) residence, photographically documenting all elevations to identify character-defining features of the residence. Compiled a table of character-defining features and provided preservation recommendations and treatments in anticipation of a rehabilitation and exterior addition to the residence. (2021)

Kun House II LAHCM, Confidential Client, Los Angeles, California. Co-authored an LAHCM nomination for a Richard Neutra-designed residence. Kun House II is located across the street from Kun House I, another Neutra-deigned home for the same client. Work involved conducting archival research at the University of California Los Angeles, surveying the residence, and contextualizing the home within the body of Neutra's residential work to argue for the home being an excellent example of Neutra's small-scale residential design. (2021)

989 Cliff Drive HRA and Impacts Analysis, Confidential Client, Laguna Beach, California. Authored an HRA for a 1920s Mediterranean Revival beach house that was identified in Laguna Beach's historic resources survey. Research involved an extensive alteration history using plans from renovations and historic photographs, a site visit, and research on the development of the area and the house's inhabitants. Further conducted a direct and indirect impacts analysis for a proposed garage renovation and addition on the project site. (2021)

28307 Agoura Road HRA and HABS III Documentation, Confidential Client, Agoura Hills, California. Authored an HRA on a 1940s vernacular commercial property in Agoura Hills. Researched the rural character and history of Agoura Hills, conducted research at the Agoura Hills Library and Building Division, identified occupants, and assessed eligibility. Upon completion of the HRA, assisted HABS III documentation for the property prior to its redevelopment. (2021)

Marine Drive HRA and Impacts Analysis, Confidential Client, Laguna Beach, California. Authored an HRA for a single-family 1920s Craftsman residence on Marine Drive. Researched the original property owner, who was a founder of the Orange County Register, and the early beachfront development of Laguna Beach, and conducted an integrity analysis of the home using historic photographs and on-site observation. (2021)

Edgemont Street Los Angeles Historic Cultural Monument Nomination, Confidential Client, Los Angeles, California.

Drafted an LAHCM nomination for an American Colonial Revival courtyard garden apartment complex located on the boundary between Los Feliz and East Hollywood. Contextualized the apartment complex within the courtyard apartment typology and as an example of the work of a prolific construction company that designed several other courtyard apartment buildings in Los Angeles. (2021).

5654 Fountain Avenue HRA, Confidential Client, Los Angeles, California. Primary author of an HRA for an American Colonial Revival residential duplex in Hollywood constructed in 1919. Documented the building's history; conducted extensive research on the building, its site, and neighborhood development; and analyzed the building's material and design integrity. (2021)

Powers Street Mosque National Register Nomination, Williamsburg, Brooklyn, New York. Authored a National Register nomination for the Powers Street Mosque, the oldest extant mosque in New York City. The mosque, originally constructed as an Episcopalian church, was founded in 1931 by the American Mohammed Society, formed by Lipka Tatar Muslims, many of whom immigrated to Brooklyn from Lithuania. Researched the property's history, both before its use as a mosque and after; interviewed the mosque's caretaker whose family was involved in the mosque's founding; and conducted photographic documentation. (2020)

Victoria Theatre Historic Resource Report, Confidential Client, Harlem, New York. Authored a historic resource report documenting the development history of the Victoria Theatre, located on 125th Street in Harlem, New York and designed by architect Thomas Lamb. Conducted research trips to archival repositories to document the theater's history, analyzed the theater within the context of Harlem's historical development, and identified additional theaters in the area designed by Lamb. The report provided the basis for an interpretive exhibit in the theater's lobby. (2020)

Monte Kim, PhD

ARCHITECTURAL HISTORIAN

Monte Kim 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.

Relevant 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



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

Employment History

Dudek (2023-Present)

WSP/CA High-Speed Rail Authority (2015-2023)

ICF International 2015-2022)

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.

Katie Ahmanson, MHC

ARCHITECTURAL HISTORIAN

Katie Ahmanson is an architectural historian with 3 years' experience in the field of architectural history and heritage conservation. She has experience with Historic-Cultural Monument and National Register of Historic Places (NRHP) nominations, historic context statements, building descriptions, and California Department of Parks and Recreation (DPR) 523 forms. Ms. Ahmanson has worked with environmental compliance documentation in support of projects that fall under the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA).

Relevant Project Experience

915 F Avenue Historic Resource Evaluation Report, City of Coronado, California. Dudek was retained by the City of Coronado to evaluate the property located at 915 F Avenue (APN: 537-322-03) for historical significance under City of Coronado designation criteria and integrity requirements. The evaluation involved research and development of an occupancy timeline, supplemental research on occupants and building development, survey of the property, a description of the property, and completion of a historical resource evaluation in consideration of City of Coronado designation criteria and integrity requirements. As an architectural historian, co-authored the report, wrote significance evaluations, and completed archival research.

721 J Avenue Historic Resource Evaluation Report, City of Coronado, California. Dudek was retained by the City of Coronado to evaluate the property located at 721 J Avenue (APN: 537-052-04-00) for historical significance under City of Coronado designation criteria and integrity requirements. The evaluation involved research and development of an occupancy timeline, supplemental research on occupants and building development, survey of the property, a description of the property, and completion of a historical resource evaluation in consideration of City of Coronado designation criteria and integrity requirements. As an architectural historian, co-authored the report, wrote significance evaluations, completed archival research, and surveyed the property.

1118 Flora Avenue Historic Resource Evaluation Report, City of Coronado, California. Dudek was retained by the City of Coronado to evaluate the property located at 1118 Flora Avenue (APN: 537-540-04-00) for historical significance under City of Coronado designation criteria and integrity requirements. The evaluation involved research and development of an occupancy timeline, supplemental research on occupants and building development, survey of the property, a description of the property, and completion of a historical resource evaluation in consideration of City of Coronado designation criteria and integrity requirements. As an architectural historian, co-authored the report, wrote significance evaluations, completed archival research, and surveyed the property.



Education

University of Southern
California School of
Architecture
MA, Heritage
Conservation
Claremont McKenna
College
BA, Art History

Palisade Santee Commerce Center Project Built Environment Inventory and Evaluation Report, North Palisade Partners, Santee, California. Dudek was retained by North Palisade Partners to prepare a Built Environment Inventory and Evaluation Report (BEIER) for the proposed Santee Warehouse Project in the City of Santee, California. The project proposes the demolition of all existing on-site structures located at 10990 Woodside Avenue (APN: 381-070-52) that was originally developed in 1962 as the Santee Drive-In Theatre. The purpose of this report is to determine if the project would impact any historical resources pursuant to CEQA. As an architectural historian, co-authored the report, wrote building descriptions and significance evaluations, surveyed the property, and completed archival research.

Seguro Storage Historic Technical Report, County of San Diego, California. Dudek was retained by the County of San Diego to complete a Historic Technical Report to determine if the proposed project would impact any historical resources pursuant to CEQA. Seven properties/historic-age structures in Escondido, California, were evaluated for historical significance pursuant to CEQA. As an architectural historian, completed significance evaluations.

Vista Old Taylor Built Environment Inventory and Evaluation Report, TTLC Management Inc., Vista, California. Dudek was retained by TTLC Management Inc. to complete a BEIER to determine if the proposed project would impact any historical resources pursuant to CEQA. Two single-family residences located at 938 Taylor Street and 1022 Old Taylor Street and one reservoir located directly north of 1022 Old Taylor Street in Vista, California, were evaluated for historical significance pursuant to CEQA. As an architectural historian, completed archival research.

Tooley Carlsbad Historical Resources Technical Report, Atlantis Group Land Use Consultants, Carlsbad, California. Dudek was retained by Atlantis Group Land Use Consultants to complete a historical resources technical report (HRTR) to identify all historical resources (if any) on the subject property. The purpose of this report is to determine if the subject property at 945-1065 Carlsbad Village Drive (APN: 203-320-53-00-203-320-56-00) in the City of Carlsbad, California, would impact any historical resources pursuant to CEQA. As an architectural historian, co-authored the report, wrote significance evaluations, and completed archival research.

1402 Broadway Historical Resources Technical Report, Baldwin & Sons, Chula Vista, California. Dudek was retained by Baldwin & Sons to complete an Historical Resources Technical Report to identify all historical resources (if any) on the subject property. The purpose of this report is to determine if the subject property at 1402 Broadway (APN: 622-041-27-00) in the City of Chula Vista, San Diego County, California, would impact any historical resources pursuant to CEQA. As an architectural historian, co-authored the report, wrote building descriptions and significance evaluations, surveyed the property, and completed archival research.

Gaujome Crest Built Environment Inventory and Evaluation Report, Ricon Homes, Oceanside, California. Dudek was retained by Ricon Homes to prepare a BEIER for the proposed Gaujome Crest Project in the City of Oceanside. The goal of the project is to identify and evaluate historic age, built environment resources located within the project site that may be subjected to direct or indirect impacts from the proposed project. As an architectural historian, co-authored the report, wrote building descriptions and significance evaluations, and completed archival research.

Harmon Ranch Built Environment Inventory and Evaluation Report, Poway, California. Dudek was retained to complete a BEIER for a residential development project in the City of Poway. The project proposes the development of the 10.72-acre property into a residential development within an existing residential neighborhood. As an architectural historian, co-authored the report, wrote building descriptions and significance evaluations, and completed archival research.

Micah Hale, PhD, RPA

ARCHAEOLOGIST

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 23-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.

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.

Relevant Project Experience

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).



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*

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.

Data Recovery for the Palomar North and Meadowood Projects, Palomar College, San Diego County, California. As principal investigator, supervised Section 106 and CEQA-compliant data recovery of the ethnohistoric village of Tom-Kav. Expert witness for litigation of archaeological work for the client.

Data Recovery Excavations in Advance of Geotechnical Coring at W-12, University of California San Diego (UCSD), San Diego County, California. As project manager and principal investigator, supervised data recovery excavations in a midden dated as early as 9,600 years before present.

Phase II Evaluation of 19 Archaeological Sites for Soitec's Tierra Del Sol Solar Project, San Diego County, California. As principal investigator, oversaw and implemented significance evaluations, including fieldwork and documentation, under CEQA and San Diego County guidelines within the development footprint.

Phase II Evaluation of 42 Archaeological Sites for Soitec's Rugged Solar Project, San Diego County, California. As principal investigator, oversaw and implemented significance evaluations, including fieldwork and documentation, under CEQA and San Diego County guidelines within the development footprint.

Third-Party Compliance Monitoring for the Tule Wind Project, San Diego County, California. As principal investigator, oversaw and implemented compliance assistance to the Bureau of Land Management to ensure adherence to mitigation measures and proper treatment of cultural resources.

Third-Party Compliance Monitoring for the East County Substation Project, San Diego County, California. As principal investigator, oversaw and implemented compliance assistance to the BLM and California Public Utilities Commission (CPUC) to ensure adherence to mitigation measures and proper treatment of cultural resources.

Phase II Archaeological Testing of One Historic Site for the Cool Valley Solar Project, RBF Consulting, San Diego County, California. As project manager, supervised implementation of archaeological testing of a historic airfield near Campo.

Phase II Archaeological Testing of Four Prehistoric Sites for the Gildred Solar Project, RBF Consulting, San Diego County, California. As project manager, supervised implementation of archaeological testing of four small prehistoric sites along the ancient Lake Cahuilla shoreline.

Phase II Archaeological Testing of One Prehistoric Site for the Borrego A and B Solar Projects, RBF Consulting, San Diego County, California. As project manager, supervised implementation of archaeological testing of a large prehistoric habitation site in the Imperial Valley.

Phase I Cultural Resources Inventories for the Sol Orchard and Sol Focus Solar Projects, RBF Consulting, San Diego County, California. As project manager, supervised implementation of Phase I CEQA inventories for more than 22 solar projects.

Class III and Class II Cultural Resources Inventory for the Tule Wind Alternative Energy Project, HDR Engineering for Iberdrola Renewables, San Diego County, California. Serve as project manager and principal investigator. Supervised inventory of 6,000 acres and recordation of nearly 200 archaeological sites, and assisted the BLM in preparation of a programmatic agreement between Iberdrola and the California State Historic Preservation Office (SHPO).

Ground-Penetrating Radar Survey and Class III Inventory for the Friendship Circle Project, Department of Homeland Security, Gulf South Research Corporation, San Diego County, California. As project manager and principal investigator, supervised and implemented a ground-penetrating radar survey and surface survey for the Friendship Circle project at Border Fields State Park, San Diego.

Section 106 Mitigation Development and Tribal Consultation Assistance, BLM, San Diego County, California. As project manager, assisted the BLM in development of Historic Properties Treatment Plan, Tribal Participation Plan, and other mitigation measures for the Tule Wind project, McCain Valley California.

Poseidon Resources Desalination Plant and Pipeline Monitoring, City of Carlsbad, San Diego County, California. As project manager, supervised Dudek's principal investigator to coordinate archaeological, tribal, and paleontological mitigation monitoring associated with the construction of the desalination plant and a new water conveyance pipeline. Duties include preparation of a discovery and treatment plan and evaluation of archaeological discoveries.

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.

Angela Pham, RPA

ARCHAEOLOGIST

Angela Pham is a field archaeologist with 14 years' experience, specializing in a variety of technical skills, including surveying, excavation techniques, testing, data recovery, monitoring, artifact identification and analysis, cataloging, and preservation and curation. Ms. Pham is highly knowledgeable about the California Environmental Quality Act (CEQA) and National Historic Preservation Act (NHPA), Section 106 and Section 110. She works closely with Native American tribal members; manages and supervises field crews and lab technicians; and directs, plans, and organizes field projects. Ms. Pham authors site inventory reports, cultural technical reports (Phase I, II, and III), and Department of Parks and Recreation (DPR) site records.

Relevant Project Experience

As-Needed Cultural Resources Consultant Services, City of San Diego, California (H146284; H176952; H2226097). As principal investigator, was responsible for on-site implementation of the archaeological monitoring program, including daily safety briefings. Oversaw field monitors and coordinated the work of subconsultants or other contractors participating in archaeological field investigations. Authored the archaeological monitoring exhibit and technical report per the task order.

City of San Marcos and City of Escondido Underground Fiber Conduit Installation Project, San Diego County, California. As co-principal investigator. Identified all potential impacts to cultural Resources for the Cities of San Marcos and Escondido.

San Marcos Boulevard at Discovery Street Intersection Project, City of San Marcos, California. As principal investigator, responsible for on-site implementation of the archaeological monitoring program, including daily safety briefings. Oversaw field monitors and coordinated the work of subconsultants or other contractors participating in archaeological field investigations. Co-authored final monitoring report.

Hazardous Fuel Reduction Project Ben Clark Training Center, Riverside County, California. As co-principal investigator. Identified all potential impacts to existing and newly recorded cultural resources for a 408-acre Project area for the County Fire in collaboration with the California Department of Forestry and Fire Protection (CAL FIRE) on the Project. Conducted evaluation of known resources and co-authored the technical report.

Sunbow Project, City of Chula Vista, California. As principal investigator, was responsible for on-site implementation of the archaeological monitoring program, including daily safety briefings. Oversaw field monitors and coordinated the work of subconsultants or other contractors participating in archaeological field investigations.



Education

*San Diego State University
MA, Applied Anthropology,
BA, Anthropology*

Certifications

*Registered Professional
Archaeologist (RPA)*

Professional Affiliations

*San Diego Archaeological
Society*

*Society for American
Archaeology*

*Society for California
Archaeology*

Calimesa Boulevard Realignment Project, City of Calimesa, California. As principal investigator, provided third-party review for cultural resources. Authored mitigated negative declarations and environmental impact reports (EIRs) for the cultural resources sections for various projects under CEQA.

Otay River Estuary Restoration Project, Odin Construction, San Diego County, California. As principal investigator, was responsible for on-site implementation of the archaeological monitoring program, including daily safety briefings. Oversaw field monitors and coordinated the work of subconsultants or other contractors participating in archaeological field investigations.

As-Needed Environmental Services, San Diego Water Authority, California. As principal investigator, was responsible for on-site implementation of the archaeological monitoring program, including daily safety briefings. Oversaw field monitors and coordinated the work of subconsultants or other contractors participating in archaeological field investigations.

Various As-Needed Projects, California Department of Fish and Wildlife, Central and Southern California. As principal investigator, provided third-party review for cultural resources. Authored mitigated negative declarations for the cultural resources sections for various projects under CEQA.

Princess Street Coastal Access Trail Project, City of San Diego, California. As principal investigator, conducted an intensive pedestrian survey for the proposed project area. Identified all potential impacts to existing and newly recorded cultural resources. Conducted an evaluation of known resources and authored the technical report.

Otay Ranch Village 8 East Project, City of Chula Vista, California. As principal investigator, conducted an evaluation of known resources and authored the technical memorandum report.

Emerald Hills Park Project, City of San Diego, California. As principal investigator, conducted an intensive pedestrian survey for the proposed project area. Identified all potential impacts to existing and newly recorded cultural resources. Conducted evaluation of known resources and authored the technical report.

Torrey Pines Business Park Project, City of San Diego, California. As principal investigator, conducted an intensive pedestrian survey for the proposed project area. Identified all potential impacts to existing and newly recorded cultural resources. Conducted an evaluation of known resources and authored the technical report.

Shawnee/CG7600, City of San Diego, California. As principal investigator, responsible for on-site implementation of the archaeological monitoring program, including daily safety briefings. Oversaw field monitors and coordinated the work of subconsultants or other contractors participating in archaeological field investigations and records search. Authored the archaeological monitoring exhibit and technical report per the task order.

Peregrine Energy Storage Facility Project, San Diego, California. As principal investigator, conducted an intensive pedestrian survey for the proposed project area. Identified all potential impacts to existing and newly recorded cultural resources. Conducted evaluation of known resources and authored the technical report.

Hotel Del Coronado South Project, City of Coronado, California. As principal investigator, responsible for on-site implementation of the archaeological monitoring program, including daily safety briefings. Oversaw field monitors and coordinated the work of subconsultants or other contractors. Conducted archaeological field investigations and evaluations for newly identified cultural resources. Drafted DPR forms and authored the technical report.

Matthew DeCarlo, MA, RPA

ARCHAEOLOGIST

Matthew DeCarlo is an archaeologist with 17 years' professional experience leading archaeological surveys and excavations, performing lithic and faunal analyses, constructing and analyzing geographic information system (GIS) data, and producing cultural resource management reports. As acting district archaeologist for the U.S. Forest Service (USFS), Mr. DeCarlo worked intensively with federal regulations and Native American tribal representatives. From this experience, he has developed the ability to work collaboratively with consulting groups on multiphase projects. Within the private sector, Mr. DeCarlo has managed the cultural resource requirements for large-scale utility projects, which required extensive cooperation with utility managers, construction efforts, and Native American tribal representatives.

Relevant Project Experience

City of San Diego Underground Utility Program EIR, City of San Diego, San Diego County, California. Served as cultural resources lead for an inventory and evaluation report supporting the Underground Utilities Program in the City of San Diego. Responsibilities included analysis of archived records, aerial photographs, and Native American outreach. Categorized the sensitivity of over 800 proposed districts based on cultural sensitivity and developed mitigation measures to reduce impacts to resources to a less than significant level.

City of San Diego Underground Utility Program, Various Projects, City of San Diego, San Diego County, California. Served as manager for the cultural resource monitoring of a citywide utility underground program in the City of San Diego. Responsibilities included consultation with program representatives, scheduling and management of field technicians, oversight of daily field logs, recordation of identified cultural resources, and constructing a summary document at the completion of each project phase.

Municipal Waterways Maintenance Plan, City of San Diego, San Diego County, California. Served as cultural resources project lead for the proposed Municipal Waterways Maintenance Plan for the City of San Diego. Responsibilities included analysis of archived records, aerial photographs, and Native American outreach. Conducted site visits of project facilities while coordinating with Native American representatives. Produced a report summarizing the finding of the cultural resources inventory including a cultural resources impact analysis, projected resource sensitivities, resource management recommendations, and mitigation measures. Developed a matrix indicating maintenance activities and facility locations that are exempt from further cultural review. Analyzed consistency of individual project with the MWMP EIR and developed a Cultural Resources Monitoring and Treatment Plans to manage impacts to cultural resources.



Education

California State University,
Bakersfield
M.A., Anthropology
University of California,
Irvine
B.A., Anthropology

Certifications

Registered Professional
Archaeologist (RPA)

Professional Affiliations

San Diego Archaeological
Society
Society for American
Archaeology
Society for California
Archaeology

Sanders Site Vernal Pool Mitigation Project in Support of the Pure Water San Diego Program, North City Project, City of San Diego, San Diego County, California. Managed the cultural resource inventory and monitoring program for the vernal pool mitigation project in support of a City-wide recycled water purification program in City of San Diego, California. Responsibilities included proposing cultural resources budget, analysis of archived records, aerial photographs, and Native American outreach. Subcontracted Native American monitors and conducted a pedestrian survey of the project area and produced a report summarizing the finding of the cultural resources inventory including resource management recommendations. Managed the cultural resource monitoring phase of the project including scheduling and management of field technicians, consultation with and subcontracting of Native American representatives, oversight of daily field logs, recordation of identified cultural resources, and submitting a summary document at the completion of the project.

San Diego State University Mission Valley Campus Master Plan Project, City of San Diego, California. Served as cultural resources project lead for the proposed SDSU Mission Valley Campus Master Plan. Responsibilities included analysis of archived records, aerial photographs, and Native American outreach. Native American outreach included presenting at Native American project scoping meetings, AB-52 notifications, and attending AB-52 consultation meetings to aid SDSU negotiate tribal mitigation measures. Conducted a pedestrian survey of the project area. Produced both CEQA and Section 106 compliant reports summarizing the finding of the cultural resources inventory including a cultural resources impact analysis, projected resource sensitivities, resource management recommendations, and mitigation measures.

The Trails at Carmel Mountain Ranch Project, Carmel Mountain Ranch Community, City of San Diego, San Diego County, California. Served as cultural resources project lead for a proposed residential development in San Diego, California. Responsibilities included proposing cultural resources budget, analysis of archived records, aerial photographs, and Native American outreach. Subcontracted Native American monitors and supervised the reconnaissance survey of the project area. Analyzed possible impacts to cultural resources within the project area and produced a report summarizing the finding of the cultural resources inventory including resource management recommendations.

Federal Update for the North Indio Flood Control Channel Project, City of Indio, Riverside County, California. Served as archaeological resources project lead for the updating of state environmental documents for federal regulation compliance for a flood control project in Indio, California. Responsibilities included analysis of previously conducted document, identification of shortfalls with federal regulations, proposed additional archaeological testing for federal compliance, and coordination with project proponents. Conducted archaeological testing and completed a resource significance report for submission to and concurrence from the State Historic Preservation Office.

North City Project, City of San Diego, San Diego County, California. Served as cultural resources project lead for the proposed construction of a water purification program in the City of San Diego. Responsibilities included analysis of archived records, aerial photographs, and Native American outreach. Aided the City with AB-52 tribal consultation and conducted a pedestrian survey of the project area while coordinating with a Native American monitors. Produced a report summarizing the finding of the cultural resources inventory including a cultural resources impact analysis comparing alternate project routes, resource management recommendations, and mitigation measures.

Morena Pipelines Project, City of San Diego, San Diego County, California. Served as cultural resources project lead for a proposed utility pipeline installation project in the City of San Diego. Responsibilities included analysis of archived records, aerial photographs, and Native American outreach.

Asha Bleier, AICP, LEED AP BD+C

URBAN PLANNER

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.

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.

Relevant 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.



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

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 Coastal 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

URBAN PLANNER

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. 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.

Relevant 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.



Education

San Diego State University
MA, City Planning
University of California, Berkeley
BA, Legal Studies

Professional Affiliations

American Planning Association

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

URBAN PLANNER

Elizabeth Dickson 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.

Relevant 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



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

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.

Shannon Heffernan, AICP

URBAN PLANNER

Shannon Heffernan is a Principal Planner with 15 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.

Relevant 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



Education

University of Southern California
Executive Master of Urban and Regional Planning, Concentration in Real Estate Development, 2022
California Polytechnic State University, San Luis Obispo
BS, City and Regional Planning, 2006

Certifications

American Institute of Certified Planners (AICP), issued 2017

Professional Affiliations

American Planning Association – Los Angeles Chapter, Professional Development Director

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 Torrance Revitalization, Torrance, California. As a core team member at a previous firm, worked with the City of Torrance and HR&A Advisors to develop the Downtown Torrance Revitalization and Connectivity. The proposal for this plan offers a vision and set of goals and strategies to successfully revitalize Downtown Torrance and its surrounding corridors. Strategies explore multiple dimensions, including tenanting and business attraction, urban design and public realm, parking, mobility, branding and communication, and funding. The vision for the Study Area is a result of year-long process that involved an existing conditions analysis of the economic, physical, and mobility landscape of the Study Area and feedback from stakeholder groups, including residents, property owners, business owners, city staff, and city councilmembers. Among other placemaking strategies, gateway signage is recommended for Downtown Torrance at the intersection of Carson Street/Cabrillo Avenue, and Torrance boulevard/Sartori avenue. The project includes enhanced pedestrian connectivity to the Downtown, implementation of open space corridors, improvements on bicycle network gaps, regulations on micro-mobility usage, among other strategies to ensure a future vibrant Downtown area. Strategies for revitalization included streetscape and public realm improvements on key corridors; increasing hardscaped areas that can accommodate outdoor activities, such as dining, gathering, etc.; and improving sidewalks, landscaping, art, and lighting while keeping it informal.

Huntington Beach Downtown Urban Design Study, Huntington Beach, California. As project manager at a previous firm, led a comprehensive urban design study for the city of Huntington Beach to identify successful strategies for Main Street activation. Building on the success of a temporary street closure on Main Street, worked with the City of Huntington Beach's Community Development Department to explore design solutions to pedestrianize Main Street and provide more public space for visitors, locals, and families in downtown. Two schemes were created for Main Street: a plaza option and a one-way option. Both schemes reflect their priorities and a future vision for Main Street that celebrates the vibrant qualities of Huntington Beach. The schemes are scalable and offer the possibility of being implemented in stages, so that the street can be adapted over time and as the budget allows. Input from City staff and downtown stakeholders was included in the visioning and conceptual design process.

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

CREATIVE DESIGNER

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. Rañoa 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.

Relevant 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.



Education

*California Polytechnic
State University, Pomona
BA, Communications
(Journalism focus)*

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.

Christopher Starbird

GIS

Christopher Starbird is a geographic information systems (GIS) analyst with 17 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*

Relevant Project Experience

University of California, Los Angeles Capital Programs On-Call Contracts. While at another firm, served as the GIS manager for an on-call contract with the University of California, Los Angeles. Completed shade and shadow analyses, and coordinated and oversaw the production of maps and graphics to support the following on- and off-campus projects:

- 2008 Northwest Housing Infill Project and Long Range Development Plan Amendment EIR
- Weyburn Terrace Graduate Student Housing Initial Study/Mitigated Negative Declaration (IS/MND)
- Wasserman Building Project (medical office) IS/MND
- Meyer and Renee Luskin Conference and Guest Center Project EIR
- Glenrock and Landfair Apartments Project IS/MND
- Tesoro del Valle Supplemental EIR, GIS Services

Beverly Hills Creative Office Project Environmental Impact Report, City of Beverly Hills, California. Serving as lead GIS analyst in the preparation of the project's Environmental Impact Report (EIR) aesthetics assessment for the development of up to 11 new office buildings on a vacant, linear site in the City of Beverly Hills. The proposed four-to five-story office buildings would be designed in a range of architectural styles. Buildings at each end of the site would have traditional facades with columns and cornices, and buildings toward the center of the site would have more modern architectural treatments, such as glass screen walls and steel frames. Key issues include obstruction of views to the iconic City Hall tower and compatibility of bulk and scale with the surrounding development.

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.

Tesoro del Valle Supplemental EIR, GIS Services, Los Angeles County. While at another firm, served as GIS specialist for this EIR for the proposed construction of 710 single-family residential dwelling units, a fire station site, parks and recreational amenities (i.e., clubhouse, pool, trails), and supporting roadway and utility infrastructure within Phases B and C of the Tesoro del Valle project in Los Angeles County. Coordinated and performed the GIS mapping and analysis of the project site, and developed and consolidated GIS, AutoCAD, and other data from numerous public and private agencies for use in analysis and cartographic products.

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/>).

The Axton Solar Project Community Outreach Website, Axton, Virginia. Working with the Dudek graphic design team, developed a custom website to match other project outreach design materials. The resulting site includes comment forms, webinar registration, and interactive mapping in a layout that is compatible with mobile and desktop screen sizes (<https://axtonsolarproject.info>).

Green Neighborhood Certification Program, Stakeholder Outreach Website, Sacramento Tree Foundation, California. Served as the lead web designer/administrator, and took the project from design mock-up using Adobe Illustrator and Photoshop, to implementation in code using PHP, HTML, CSS, and JavaScript. Website development was accomplished by using the off-the-shelf WordPress content management system. Created a custom-tailored WordPress theme based on the Genesis theme framework, which allowed for design flexibility during development while also providing the potential for minor site updates by non-technical staff.

City of Santa Barbara Community Wildfire Protection Plan, Stakeholder Outreach Website, City of Santa Barbara, California. Worked closely with Dudek's graphic design and visual communications team and City of Santa Barbara staff to create an engaging web presence for the City of Santa Barbara's Community Wildfire Protection Plan (CWPP). Designed to get the word out about the CWPP planning process, as well as provide access to maps and graphics illustrating the issues at hand, the website serves as an example of outreach in the modern age. In addition to developing and launching the initial website, serves as the site administrator, performing updates and posts to keep the community informed. Because the website was hosted and maintained on City of Santa Barbara-operated infrastructure, Mr. Starbird had to coordinate with City of Santa Barbara IT staff to develop and deploy the web resource (<https://cwpp.santabarbaraca.gov/>).



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