

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@sandiego.gov

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

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

Stiegler Architects PC

Proposer

5645 La Jolla Blvd

Street Address

San Diego, CA, 92037

City/State/Zip

858-456-8555

Telephone No.

istiegler@isarchitecture.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

Claudia C. Narca

Director, Purchasing & Contracting Department

July 16, 2025

Date Signed

BY:

Ione R. Stiegler

Digitally signed by Ione R. Stiegler
DN: C=US,
E=istiegler@isarchitecture.com, O=IS
Architecture.com, CN=Ione R. Stiegler
Date: 2025.05.12 19:59:09-07'00'

Signature of
Proposer's Authorized
Representative

Ione R. Stiegler

Print Name

Principal

Title

May, 12, 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

Stiegler Architects PC

Proposer

5645 La Jolla Blvd

Street Address

San Diego, CA, 92037

City/State/Zip

858-456-8555

Telephone No.

istiegler@isarchitecture.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY:



Print Name:

Claudia C. Abaca

Director, Purchasing & Contracting Department

July 16, 2025

Date Signed

BY:

Ione R. Stiegler

Digitally signed by Ione R. Stiegler
DN: C=US,
E=istiegler@isarchitecture.com,
O=IS Architecture.com, CN=Ione R.
Stiegler
Date: 2025.05.12 20:03:00-07'00'

Signature of
Proposer's Authorized
Representative

Ione R. Stiegler

Print Name

Principal

Title

May, 12, 2025

Date

Approved as to form this 16 day of

July, 2025

HEATHER FEBBERT, City Attorney

BY:



Deputy City Attorney

R-316281

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

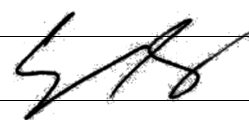
11/19/2024

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.

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.



Ione R Stiegler, FAIA, Principal
Architect 8/19/2024

2.2 EXCEPTIONS

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.

IS Architecture makes no exceptions.

2.3 CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE FORM

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:

Solicitation Number-100901725-25-D

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

Planning Department

B. BIDDER/PROPOSER INFORMATION:

Stiegler Architects PC		IS Architecture	
Legal Name		DBA	
5645 La Jolla Blvd	La Jolla	CA	92037
Street Address	City	State	Zip
Ione R Stiegler, FAIA, Principal Architect	(858) 456-8555		
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.

Ione R Stiegler, FAIA	Principal Architect
Name	Title/Position
La Jolla, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Providing Paid Professional Services	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

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: 03/29/2027 State of incorporation: California

List corporation's current officers: President: Ione R Stiegler, FAIA
Vice Pres: _____
Secretary: Ione R Stiegler, FAIA
Treasurer: Ione R Stiegler, FAIA

Type of corporation: C ☐ Subchapter S ☒

Is the corporation authorized to do business in California: ☒ Yes ☐ No

If **Yes**, after what date: _____

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: Banc of California

Point of Contact: Stephen Gamp

Address: 7877 Ivanhoe Ave, La Jolla, CA 92037

Phone Number: (858) 229-7530

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.: B1989014048 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: State of Nevada Public Works Division

Contact Name and Phone Number: Adrianna Benjamin

Contact Email: abenjamin@admin.nv.gov

Address: 680 West Nye Lane, No. 103, Carson City, NV 89703

Contract Date: April 14, 2020

Contract Amount: \$42,340

Requirements of Contract: Historic Structures Report and Treatment Plan

Company Name: City of Riverside

Contact Name and Phone Number: Scott Watson 951.826.5507

Contact Email: SWatson@riversideca.gov

Address: 3900 Main Street, 3rd Flr

Contract Date: 07/26/2022

Contract Amount: \$57,305

Requirements of Contract: African American Survey and Historic Context Statement

Company Name: California Department of Transportation - Environmental Division

Contact Name and Phone Number: Michelle Madigan 858.289.1271

Contact Email: Michelle.Madigan@dot.ca.gov

Address: 4050 Taylor Street, MS-242, San Diego, CA 92110

Contract Date: 6/22/2023

Contract Amount: \$300,520

Requirements of Contract: Coronado Bridge Suicide Deterrent Plan, Historic Architecture Survey Report (HASR), Historic Property Survey Reports (HPSR), Historic Resources Compliance Report (HRCR), Secretary of the Interior's Standards Action Plan Finding of Effect (FOE) with IS Architecture as the Professional Qualified Staff (PQS)

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 # 17SA1661

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # 0283646885
- 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: AECOM

Address: 401 West A St, Ste 122, San Diego, CA 92101

Contact Name: Trina Meiser Phone: 619.610.7885 Email: Trina.Meiser@aecom.com

Contractor License No.: 641639 DIR Registration No.: 1000005693

Sub-Contract Dollar Amount: \$ of As-Needed (per year) \$ of As Needed (total contract term)

Scope of work subcontractor will perform: Objective design requirements following the Secretary of the Interior's Standards; graphic design and GIS; outreach, engagement, and meeting facilitation; and general NEPA and CEQA environmental review expertise
Identify whether company is a subcontractor or supplier: Sub-Contractor

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☒ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): ☐ DBE ☐ DVBE ☐ ELBE ☐ MBE ☐ SLBE ☐ WBE ☐ Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Lone R. Stiegler, FAIA
Name and Title


Signature

8.19.2024
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.

No additional responses or questions

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.

Ione R. Stiegler, FAIA
Print Name, Title


Signature

8-19-2024
Date

2.8 EQUAL OPPORTUNITY CONTRACTING FORMS

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

Contractor Name: Stiegler Architects, PC dba IS Archietecture

Certified By Ione R Stiegler, FAIA Title Principal Architect

Name



Signature

Date 08/19/2024



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. 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: Stiegler Architects, PC

ADA/DBA: IS Architecture

Address (Corporate Headquarters, where applicable): 5645 La Jolla Blvd

City: La Jolla County: San Diego State: CA Zip: 92037

Telephone Number: 858-456-8555 Fax Number: _____

Name of Company CEO: Ione R Stiegler, FAIA

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: istiegler@isarchitecture.com

Type of Business: Architecture Firm Type of License: Architecture

The Company has appointed: Ione R Stiegler, FAIA

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: 5645 La Jolla Blvd, La Jolla, CA 92037

Telephone Number: 858-456-8555 Fax Number: _____ Email: istiegler@isarchitecture.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 Stiegler Architects, PC dba IS Architecture

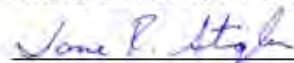
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

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



(Authorized Signature)

Ione R Stiegler, FAIA

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Stiegler Architects, PC bda IS Architecture

DATE: 8/19/2024

OFFICE(S) or BRANCH(ES): Only office

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---------------------------------------------------------|
| (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) 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)
Management & Financial												1		
Professional														
A&E, Science, Computer			1	2							3	1	1	
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			1	2							3	2	1	
--------------------	--	--	---	---	--	--	--	--	--	--	---	---	---	--

Grand Total All Employees
9

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

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Stiegler Architects PC dba IS Architecture

DATE: 8/19/2024

OFFICE(S) or BRANCH(ES): Only office

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---------------------------------------------------------|
| (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	9													

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



TAB B

Executive Summary and Responses to Specifications



**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>

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2.12 EXECUTIVE SUMMARY

IS Architecture, a nationally acclaimed and award-winning firm, actively preserves and renews our built environment. For over 35 years, the Firm has expertly guided hundreds of clients through complex, technical, and unique projects. Its diverse practice serves governmental, institutional, educational, and private clients, completing local, state, and federal projects. IS Architecture is intimately familiar with local, State, and Federal planning regulations such as Section 106 of the National Historic Preservation Act (NHPA), Public Resources Code (PRC) 5024.5, and the Americans with Disabilities Act (ADA); historic preservation tools such as the Secretary of the Interior's Standards for the Treatment of Historic Properties and the National Park Service's Preservation Briefs; and the criteria for evaluation of the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and County and City of San Diego local registers. All professional staff members exceed the Secretary of the Interior's Professional Qualification Standards in 36 CFR Part 61 in Architectural History, Architecture, and Historic Architecture. The Firm is registered as a State Women Business Enterprise (SWBE), Small Local Business Enterprise (SLBE), and Small Business Enterprise (SBE).

AECOM joins IS Architecture as our sub-consultant. AECOM's expertise complements and dovetails perfectly with IS Architecture's expertise. Our firms collaborate on as-needed contracts for other entities; we have worked jointly for the last five years and look forward to continuing our alliance. AECOM brings a depth of resources combined with specialized knowledge of San Diego. Their San Diego planning and environmental team offers experts in the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and the City of San Diego-specific CEQA significance thresholds, guidelines, and templates. They can also support joint environmental documents consistent with NHPA Section 106 or PRC 5024.5 compliance.

IS Architecture will provide the requested Project Administration services; prepare historic context statements; prepare historic resource surveys, including windshield, reconnaissance, focused reconnaissance, and intensive-level surveys; prepare individual resource and historic district nominations and multiple property listings; plan and collect oral histories; and prepare multimedia presentations. AECOM will contribute its expertise in developing architectural design standards and objective design requirements following the Secretary of the Interior's Standards; graphic design and GIS; outreach, engagement, and meeting facilitation; and general NEPA and CEQA environmental review expertise. All work will be completed consistent with best practices, applicable regulations, and guidance from the National Park Service, the California State Office of Historic Preservation, and the City of San Diego.

Background and Experience: IS Architecture brings extensive experience in project administration, having successfully conducted meetings with stakeholders, obtained necessary approvals, and ensured project progress aligned with schedule and budget. Our team employs effective communication strategies, provides comprehensive meeting agendas, and follows up with detailed action items to mitigate potential schedule disruptions proactively.

Appropriate Staffing Levels: Our Firm, combined with AECOM, maintains appropriate staffing levels to deliver the required services efficiently. With a dedicated project manager overseeing each project, supported by experienced historic [reservation architects, historic preservation specialists, GIS specialists, and graphic designers, we ensure that all aspects of project administration, team meetings, and documentation management are handled effectively and promptly.

Qualifications: IS Architecture and AECOM boast a team of highly qualified professionals with expertise in project management, historic preservation, architectural design standards, and community engagement. Our staff members possess relevant qualifications, certifications, and extensive experience in their respective fields, ensuring the successful execution of tasks outlined in the scope of work.

Past/Prior Performance: Our track record of past and prior performance for similar projects is exemplary and award-winning. We have a proven history of delivering high-quality results in project administration, identifying historical and cultural resources, developing architectural design standards, and community outreach and engagement. Our commitment to excellence and attention to detail have earned us recognition for outstanding performance and client satisfaction.

Capacity/Capability: IS Architecture with AECOM has the capacity and capability to meet the City of San Diego's needs on time. We leverage cloud-based project documentation and management systems to streamline communication and ensure seamless collaboration among project stakeholders. Our efficient invoicing and progress reporting procedures guarantee transparency and accountability, facilitating timely project delivery while adhering to budgetary constraints.

2.13 PROPOSERS RESPONSE TO THE RFP

C. DELIVERABLES

The IS Architecture firm submits this proposal to assist the Environmental Policy & Public Spaces Division on an as-needed basis to carry out the Department's Heritage Preservation work program. Specifically, to assist with 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. "C. DELIVERABLES." This section conveys that under this proposal, the following key services are proposed:

1. Identification of Historical and Cultural Resources:

The proposal extends to the detailed identification and documentation of historical and cultural assets within specific geographical areas 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 multimedia presentations. This includes using technological tools like GIS mapping. All work will be completed consistent with best practices, 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.

IS Architecture excels as a firm capable of providing detailed identification and documentation of historical and cultural assets due to several core strengths:

Expertise in Historical Preservation: IS Architecture specializes in preserving, restoring, and adaptive reusing historic buildings. Our deep understanding of architectural history and preservation techniques ensures that every aspect of a historical asset is expertly evaluated and documented.

Experienced Team: The Firm employs professionals who are experts in architecture and history, architectural history, and cultural preservation. This multidisciplinary approach allows for a comprehensive analysis of historical sites, from architectural details to their cultural significance.

Comprehensive Services: IS Architecture offers a wide range of critical services for successfully documenting historical assets. This includes conducting detailed historical research, preparing heritage assessments, and designing conservation plans. We are adept at handling various types of surveys—architectural, structural, and cultural—and nominations for historical registries.

Proven Track Record: The Firm has a proven track record of successfully managing complex preservation projects. Our portfolio showcases numerous projects where they have effectively identified, documented, and helped preserve significant historical and cultural assets, ensuring that these properties are recognized and protected for future generations. Architecture has recognizance, surveyed over 23,000 buildings, and identified 25 potential historic districts. We provided context statements for geographic areas and cultural events. As well as Cultural Landscape Reports covering 700 acres and 150 built resources.

Strong Community and Regulatory Engagement: IS Architecture understands the importance of engaging with local communities and regulatory bodies in the preservation process. We are skilled at navigating the complexities of local, state, and federal preservation laws, which is crucial for the approval and success of survey and nomination projects.

Technological Proficiency: Leveraging the latest technology in architectural documentation and surveying, such as 3D scanning and GIS mapping, IS Architecture ensures high accuracy and efficiency in capturing the details of historical sites, which is essential for precise and effective preservation work.

AECOM understands the need to support a wide range of CEQA and/or NEPA documentation under this Contract. AECOM keeps abreast of legal and legislative developments that inform our CEQA and NEPA practices, and we pride ourselves on working with our clients to identify the correct path to compliance that fits each unique project.

Our team of experts possesses the full range of planners and technical specialists to help with all types of environmental assessment, reporting, and documentation. AECOM can prepare CEQA and NEPA documents in compliance with State CEQA Guidelines, any involved federal agencies' respective NEPA guidelines, and the City's or any partner agencies' preferred CEQA format and guidance. We will use our close relationships with federal, state, and local agency staff to coordinate potential needs under CEQA and/or NEPA and regulatory requirements associated with City efforts.

AECOM is well-versed in GPS, GIS, and UAS (Unmanned Aerial Systems). We often use these distinct technologies to enhance spatial data collection, analysis, and visualization. We will support the City with spatial data collection and analysis as requested. Our graphics team can work in multiple formats to prepare attractive and user-friendly images to support documents, public meeting materials, and outreach efforts as needed.

These attributes make **IS Architecture and AECOM** an ideal choice for projects focused on the detailed identification and documentation of historical and cultural assets, ensuring that every project is approached with professionalism and expertise.

2. Architectural Design Standards:

The proposal involves developing architectural design standards that provide objective design requirements based on the U.S. Secretary of the Interior's Standard for the Treatment of Historic Properties and state and local regulations. The design standards will provide sufficient detail and specificity to permit by-right development of additions, Accessory Dwelling Units, and infill 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.

IS Architecture and AECOM staff categories include urban planners, landscape architects, architectural historians, and architects with a suite of specialties. They can prepare architectural design standards that comply with the Secretary of the Interior's Standards, California housing law, and the City of San Diego's Historical Resources Regulations. AECOM assisted the City of Orange (2023-2024) with updating their existing Historic Preservation Design Standards to align with the Secretary of the Interior's Standards with an emphasis on Rehabilitation when applied to both individual buildings and historic districts. AECOM environmental planners and architectural historians worked closely with City staff to refine existing design standards for additions, detached accessory buildings and structures, and new residential infill.

AECOM is also working with the Cities of San Jose and Pasadena to develop objective design standards for historic properties and conservation zones that allow for lot divisions and easements that would preserve the historic characteristics that contribute to these areas.

3. Project Administration:

The proposal covers all project coordination and administration aspects, such as scheduling and conducting meetings, securing necessary approvals, resolving issues, and maintaining detailed documentation and communication through cloud-based systems.

IS Architecture is highly qualified in project coordination and administration, especially in historic preservation and cultural resources. Since 2011, we have shown our skills under an ongoing

contract with the City of Riverside's Historic Preservation Division despite initial underutilization due to funding limits. IS Architecture stands out for several reasons:

Expertise in Historic Preservation: With a proven track record, IS Architecture manages diverse preservation projects, including cultural resource surveys and CEQA reports, ensuring we can tackle complex requirements.

Proven Administrative Capability: Selected for their ability to support City staff directly, we excel in planning, conducting meetings, securing approvals, and resolving issues.

Advanced Communication and Documentation: Utilizing cloud-based systems, the Firm maintains well-organized, accessible documentation, keeping all stakeholders updated, thus enhancing project transparency and efficiency.

Comprehensive Service Offering: Capable of handling various reports and plans in-house, from archaeological reports to preservation plans, IS Architecture with AECOM on board reduces the need for subcontractors and streamlines project management.

Strategic Planning Support: Our involvement in strategic planning aligns projects with broader goals, boosting chances for success.

With these capabilities, IS Architecture excels in managing projects involving historical and cultural assets, ensuring efficient, compliant, and engaged project execution.

4. Community Outreach and Engagement:

This aspect focuses on engaging the community in city planning processes through structured engagement strategies. It includes organizing public participation events, developing communication materials, and conducting stakeholder analyses to ensure inclusive engagement.

AECOM has a highly qualified public outreach practice that can offer a full range of services to support public engagement efforts required by CEQA, NEPA, or other regulations. Services that can be provided to the City include public meetings, workshops, hearings, and stakeholder meetings. Our team can prepare presentation materials, project websites, web-based surveys, photos, and other graphics, as well as Spanish language translation and facilitation of these events. AECOM has been a part of the public participation process for many projects and has developed a public noticing strategy that includes email announcements, mailed notifications, an informational project website, press releases and earned media coverage, and fact sheets. AECOM can provide the City with a step-by-step timeline of the public involvement process specific for any project.

AECOM can also support internal or external meetings, in person or virtually. AECOM can serve as a scheduling assistant, distribute meeting materials and logistical information, and moderate the meeting. During COVID, AECOM developed and deployed numerous virtual meeting rooms. They can be hosted with live presenters and staff assigned to specific "stations" (virtual display boards) for real-time discussions. Alternatively, the virtual room can be set up for an on-demand open house for extended time periods. The information and displays will be identical to those used for the in-person meetings.

Each of these services is designed to ensure that the project progresses smoothly and efficiently, in compliance with applicable standards and regulations, and with active participation and input from all relevant stakeholders. This structured approach highlights the thorough inclusion of diverse, critical services in the proposal to deliver well-rounded and effective outcomes.

D. 1. EXPERIENCE AND QUALIFICATIONS - RESUMES

Resumes for the Project Manager and Principal-in-Charge and other staff who will be primarily responsible for fulfilling a contract under this Scope of Work. Both firms have additional staff as-needed.

ORGANIZATIONAL CHART



Ione R. Stiegler, FAIA, NCARB
Principal Architect
Historic Preservation Specialist



Areas of Expertise

Historic Preservation Architecture
 Historical Evaluations and Building
 Condition Assessments
 CEQA/NEPA Compliance
 Section 106 NHPA Compliance
 Historic Resource Surveys
 Adobe and Earthen Architecture
 Intricate knowledge of City of San Diego
 and California Historic Building codes
 Historic Preservation Planning and
 Treatment Recommendations
 Built Environment Surveys
 Secretary of Interior Professional
 Qualification Standards Architectural
 History and History (36 CFR Part 61)

Years of Experience

With IS Architecture: 35
 With Other Firms: 6

Education

M. Architecture II – Historic Preservation,
 Tulane University, 1986
 M. Architecture I, Tulane University,
 1983
 B. Architecture, Tulane University, 1983

Continuing Education

Mesa to Mountain Conference, APTI Salt
 Lake City, UT 2017
 SOSTierra 2017 Vernacular and
 Earthen Architecture: Conservation
 and Sustainability, Valencia, Spain
 2017
 Terra Lyon – 12th World Congress on
 Earthen Architecture in Lyon, France,
 2016
 US/ICOMOS International Scientific
 Committee on Earthen Architectural
 Heritage Symposium in Florence,
 Italy, 2014
 VerSus2014, International Conference
 on Vernacular Heritage, Sustainability
 and Earthen Architecture in Valencia,
 Spain, 2014
 Earth USA Earthbuilding, Int'l
 Conference on Architecture and

Ione R. Stiegler, FAIA, NCARB, is the Founder and Principal Architect for IS Architecture and is experienced in all facets of a historic preservation architectural practice. Ms. Stiegler specializes in applying the Secretary of the Interior's Standards for the Treatment of Historic Properties and has completed projects implementing all four approved treatments; Restoration, Preservation, Rehabilitation, and Reconstruction. Together with her award-winning studio, Ms. Stiegler has overseen compliance with the Secretary of the Interior's Standards on more than 360 historic resources.

In 2012, she was elevated to the **AIA College of Fellows**, for advancing the science of historic preservation by redefining the methodology of architectural investigation. Two years later, Ms. Stiegler's firm was awarded the **2014 Distinguished Practice Award by the American Institute of Architects California Council**. This award recognizes significant contributions and accomplishments toward a specific building type or practice area. This was the first in council history as no firm had ever before received the award for a historic preservation practice.

Over the last 30+ years, she has studied, authored reports on, and preserved California's rare and fragile historic resources. Her interdisciplinary methodology unearths a multitude of architectural details, making it possible to reach back in time to scientifically and authentically recreate previously lost architectural elements. Her comprehensive documentation fosters historically accurate preservation of our historically significant architectural heritage and provides disaster recovery records.

In addition, Ms. Stiegler is one of 130 worldwide expert members of the International Scientific Committee on Earthen Architecture, a committee of UNESCO/ICOMOS. She is one of a handful of members from the United States and has been honored with presenting her Earthen Architecture expertise at international symposiums on 5 continents.

Together with her studio, Ms. Stiegler has rehabilitated or restored more than 200 historic structures and authored Historic Structure Reports, HABS reports, and Building Condition Assessment reports. She has prepared professional preservation reports and assessments for scores of other projects (including over 350 Determinations of Eligibility and more than 310 DPR 523 Forms), as well as large-scale planning surveys for built environment resources (over 23,000 resources surveyed).

Ms. Stiegler's qualifications exceed the requirements established by the National Park Service, for History, Architectural History, Architecture, and Historic Architecture, as published in the Code of Federal Regulations, 36 CFR Part 61.

Construction with Earthen Materials,
2013

Terra 2012 - 11th International
Conference on the Study and
Conservation of Earthen Architectural
Heritage in Lima, Peru, 2012
Techniques and Strategies for Adobe
Conservation/Restoration, 2007
Adobe University, 2008
California Preservation Foundation
Conferences and Workshops
Association for Preservation Technology
Conferences
American Institute of Architects
Conferences
California Missions Foundations
University of Arizona, TICRAT
Workshop, 2006

Agency Experience

Army Corps of Engineers
California Department of Parks and
Recreation
Caltrans District 11
California High Speed Rail Authority
Caltrain
Chapman University
City of San Diego
City of Escondido
City of Fullerton
City of San Juan Capistrano
County of San Diego
City and County of Riverside
Federal Emergency Management
Agency
La Jolla Historical Society
National Park Service
SANDAG
SANBAG
San Dieguito River Park / Joint Powers
Authority
University of California, San Diego
University of Nevada, Reno
Vista Water District
US Navy, NAVFA Region Southwest
US Air Force Academy
US General Services Administration

Location

San Diego, California

Experience

**Wisteria Cottage – Historic Structures Report, HABS Documentation,
Feasibility Study, Historic Rehabilitation, ADA Compliance, and
Adaptive Reuse, La Jolla, CA**

Client: La Jolla Historical Society



Wisteria Cottage, constructed by George and Edith Seaman in 1904 was purchased only a few years later by Virginia Scripps, half-sister to philanthropist Ellen Browning Scripps, and extensively remodeled by Modernist architect Irving Gill. IS Architecture was commissioned by the Historical Society to prepare a Historic Structure Report followed by construction documents for a complete rehabilitation and seismic retrofit of the nearly 100-year old structure. As the lead architect, IS Architecture coordinated multiple sub-consultants, assisted the Historical Society in bidding and contractor negotiations, and provided construction administration services to assure the successful completion of the project. The main floor circulation was reconfigured to provide gallery and meeting spaces. A central area was added to incorporate an Americans with Disabilities Act (ADA) compliant bathroom, water fountain, and platform lift. The lift provided access to the previously inaccessible lower level basement, which was repurposed with a small kitchen, meeting room, storage area, and an additional ADA bathroom.

**San Ysidro Port of Entry Customs House
Historic Rehabilitation and Seismic Stabilization
San Ysidro, CA**



Ms. Stiegler served as the Principal Architect for historic preservation on this GSA project for the historic rehabilitation of the San Ysidro Land Port of Entry Customs House, a structure built in 1933 that has become the busiest land port of entry in the Western Hemisphere. IS Architecture, in conjunction with Hensel Phelps, Stantec, RJC (now Steinberg Hart) and GSA, began the process of planning and executing the rehabilitation and addition to this 21,508 square foot resource in 2015. The team prepared the Historic Properties Protection Plan, Section 106, as well as Schematic Design, Design Development, and Construction Documents for the Secretary of the Interior's Standards appropriate rehabilitation design.

**UCSD Old Scripps Institute of Oceanography
Historic Restoration, La Jolla, CA**



As the Principal Architect for historic preservation, Ms. Stiegler led the investigation for the restoration of the windows and doors of the Old Scripps Building, a historic research facility on the campus of the University of California, San Diego. Built in 1909-10, it is the oldest oceanographic research building in continuous use in the United States. It is also architecturally significant as a work of Modernist architect Irving Gill and for its early use of reinforced concrete. Declared a National Historic Landmark in 1982, it now houses Scripps administrative offices.

Joseph M. Reid, Associate AIA
Associate Principal
Senior Historic Preservation Specialist



Areas of Expertise

Architectural Design
 Historic Preservation Architecture
 Adobe and Earthen Architecture
 CEQA/NEPA Compliance
 Section 106 NHPA Compliance
 Intricate knowledge of City of San Diego
 and California Historic Building Codes
 Historic Preservation Planning and
 Treatment Recommendations
 Secretary of Interior Professional
 Qualification Standards for Architectural
 History and History (36 CFR Part 61)

Education

Bachelor of Architecture, Woodbury
 University School of Architecture &
 Design, 2002
 University of Southern California School of
 Architecture Fundamentals of Historic
 Preservation, 2012
 Earth, USA Earthbuilding, International
 Conference on Architecture and
 Construction with Earthen Materials,
 2013
 TICRAT, Earthen Architecture Training,
 Santa Fe, New Mexico 2022

Years of Experience

With IS Architecture: 22
 With Other Firms: 3

Awards

California Preservation Foundation
 Awards: 2014, 2005, 2003
 OHP California Governor's Historic
 Preservation Award: 2015, 2012
 Save Our Heritage Organisation
 Preservation Awards: 2015, 2004
 City of San Diego Historical Site Board
 Awards of Excellence for Historic
 Preservation: 2009, 2004
 American Public Works Association
 Historical Restoration/Preservation Project
 of the Year: 2013

Profile

Joseph M. Reid, Associate AIA, is a Senior Historic Preservation Specialist and Associate Principal at IS Architecture (ISA), where he has significantly contributed over the past 22 years. His expertise encompasses schematic design, design development, construction documentation, and construction administration, specifically for historic buildings. Mr. Reid is skilled in researching and implementing national and local code requirements and proficiently processes projects through local governing bodies. He is deeply familiar with the Secretary of the Interior's Standards for the Treatment of Historic Properties and has an intricate knowledge of the City of San Diego and California Historic Building Codes.

Mr. Reid's focus on historic preservation planning and treatment recommendations is a cornerstone of his work. His projects at IS Architecture have been recognized with 12 prestigious historic preservation awards, underlining his impact in the field. His qualifications surpass the requirements established by the National Park Service for Architectural History and History, as published in the Code of Federal Regulations, 36 CFR Part 61. His expertise ensures rigorous compliance with CEQA/NEPA and Section 106 of the NHPA, making him a pivotal member of the ISA team in the realm of historic preservation.

Experience

UCSD Audrey Geisel University House (adobe) – Building Condition Assessment and Feasibility Study, Historic Rehabilitation, ADA Compliance, and Seismic Stabilization – La Jolla, CA

The resource, a 12,000 square foot Pueblo Revival residence, was built in 1950-1951 of unreinforced adobe. In the Building Condition Assessment, Feasibility Study, and Rehabilitation Recommendation Report, Mr. Reid identified character-defining features, the condition of the building, and provided an evaluation of its significance and integrity using the Secretary of the Interior's Standards. The complex historic rehabilitation involved coordinating ten subconsultants, sensitivity to the Native American Cemetery beneath the resource, and working with an extensive community-based Advisory Group. Mr. Reid served as the Senior Architectural Historic Preservation Specialist on this project.



Agency Experience

Army Corps of Engineers
California Department of Parks and Recreation
Chapman University
City of San Diego
City of Escondido
City of Fullerton
City of San Juan Capistrano
County of San Diego
City and County of Riverside
Federal Emergency Management Agency
La Jolla Historical Society
National Park Service
San Dieguito River Park / Joint Powers Authority
University of California, San Diego
Vista Water District
US Navy, NAVFA Region Southwest
US Air Force Academy
US General Services Administration

Professional Affiliations

American Institute of Architects,
San Diego Chapter
California Preservation Foundation
Earth USA

Location

San Diego, California

Sikes Adobe Historic Restoration and Historic Structure Report, San Diego, CA, Client: San Dieguito River Park: The comprehensive project scope



involved a Historic Structure Report expanded to include an Archaeological Investigation, an Interpretive Plan, a Cultural Landscape Analysis, and a series of Master Plans for the current site context and evolution to a future on-site visitors' center. The report phase was followed by architectural services to provide seismic stabilization and restoration construction documents. San Dieguito River Park has overseen a multiyear effort to restore and reconstruct the farmhouse and integrate the resource as a dynamic element within the park. The Park authority oversaw the

development of an award-winning historic restoration completed in 2004. Mr. Reid served as the Senior Architectural Historic Preservation Specialist. (2010)

Warner-Carrillo Adobe Ranch House and Barn - Historic Structure Report, Restoration, ADA Compliance, Warner Springs, CA

Client: County of San Diego: The history of the Warner-Carrillo Ranch



House (WCRH), National Register Landmark, highlights many important themes of America's westward expansion. The Ranch House was restored to its condition during the period of its historic significance in the mid to late 1800s. Its restoration recovers a priceless

state and national landmark, and its curation as a house museum provides valuable public education and enjoyment. The historic barn was preserved according to the Secretary of the Interior's Standards for Preservation. Existing elements of the original structure were retained and repaired. Mr. Reid served as the Senior Architectural Historic Preservation Specialist. (2012)

1913 George Hawley House, Hebbard and Gill, Architects – Rehabilitation and addition. San Diego, CA Client: Private Owner: Whole house remodel



and addition this 1913 Craftsman home is situated on a large canyon lot. A poor-quality prior addition was removed and a new addition was rebuilt in its footprint. The first floor was minimally expanded for the new larger kitchen. Two bathrooms and a powder room were redesigned. The exterior was fully restored. The stonework was fully reset and grouted. Stucco and wood decorative members were repaired, repainted, and restored. The foundation was repaired, and the mechanical, plumbing, and electrical systems were updated. All windows and doors were weatherproofed and restored. (2021)

**Peter R. Kempson, Associate AIA
Historic Preservation Specialist
Associate Project Manager I**



Areas of Expertise

Architectural Design
Historic Preservation Architecture
Intricate knowledge of City of San Diego and
California Historic Building Codes
Historic Preservation Planning and Treatment
Recommendations
CEQU/NEPA Compliance
Section 106 NHPA Compliance
Secretary of Interior Professional Qualification
Standards for Historic Architecture, History
and Architectural History (36 CFR Part 61)

Years of Experience

With IS Architecture: 2
With Other Firms: 7

Education

Master of Architecture, University of Virginia, 2015
Master of Architectural History, University of
Virginia, 2015
B.S., Engineering (Mechanical) and History,
Chinese Language Minor, Trinity College,
Hartford CT, 2011

Professional Affiliations

Associate American Institute of Architects, Orange
County Chapter.
Society of Architectural Historians, Southern
California Chapter
Vernacular Architecture Forum

Agency Experience

County of Marin
City of Sausalito
City of San Jose
City of San Francisco
City of San Lorenzo
City of Sacramento
CASHPO
US General Services Administration
Monterey Peninsula Regional Park District
City of Los Angeles
LAUSD
City of San Diego
County of San Diego
City of Riverside
County of Riverside
La Jolla Historical Society
National Park Service
US Air Force Academy
COSHPO

Location

San Diego, CA

Peter Kempson, an Associate Project Manager specializing in Historic Preservation Architecture, offers a comprehensive range of services. In the domain of Environmental Compliance, Peter leverages his expertise to guide clients through Section 106 of the National Historic Preservation Act, ensuring compliance and the protection of cultural resources. He adeptly navigates the California Environmental Quality Act (CEQA), conducts impact assessments, and formulates mitigation strategies. Peter also assists in NEPA compliance and the environmental review process, actively contributing to the development and monitoring of mitigation measures.

Historic Preservation Planning is another core area of Peter's proficiency. He conducts surveys and prepares context statements to assess historical significance and guide preservation efforts. His specialization extends to crafting cultural landscape reports, meticulously documenting and evaluating the historical and cultural importance of landscapes. Peter supports clients in developing plans and reports for preservation staffing, documentation, and technical aspects related to historic preservation projects. He also aids in site designation and eligibility determination.

Peter Kempson's expertise extends to Documentation and Technical Reports. He excels in preparing comprehensive documentation and technical reports, encompassing archival research, historic evaluation reports, and assistance with DPR forms and surveys. Peter is skilled in developing protection and stabilization plans, maintenance plans, and historic preservation treatment plans. He provides valuable services related to plan review for compliance with the Secretary of Interior's Standards, ensuring that preservation projects adhere to appropriate guidelines.

Experience

**Carlton House Complex - USAFA
Colorado Springs, CO**



The historic Carlton House Historic District, now located within the United States Air Force Academy campus, was built in 1932 by San Diego architect Richard Requa and the main building is now the residence of the Academy Superintendent. IS Architecture was contracted to serve as a historic preservation consultant on a modernization project of multiple structures and provide historic preservation consulting services including an onsite conditions assessment, SOIS and Section 106 analysis of proposed

designs, Section 106 technical reports for SHPO, and preservation

architectural consulting and construction monitoring.

Mr. Kempson served as Historic Preservation Specialist and Associate Architectural Project Manager. He conducted Section 106 Analysis analysis and technical review of the project design and prepared a Finding of Effect report for COSHPO.

Scope of Work: conditions assessment, SHPO, SOIS, Section 106 Analysis and coordination, architectural consulting, and construction monitoring.

Harada House Structural Retrofit City of Riverside, CA



Originally built in the 1880s and expanded in the 1910s, the history of the Harada Family at 3356 Lemon St. provides an exceptional view of Japanese American life in California in the first half of the 20th century. The house, now in the care of the Museum of Riverside, is in need of seismic stabilization and architectural rehabilitation before its rehabilitation into a House Museum. IS Architecture has been contracted to provide Conceptual and Design Services and Design Services Management and Construction Administration to conduct a conditions assessment of

the property, conduct a structural stabilization, and prepare the site for rehabilitation into a House museum.

Scope of Work: Conditions Assessment, Architectural drawings and coordination for structural stabilization and future architectural rehabilitation project.

Building 2002 Historic Resource Technical Report, Brown Field Municipal Airport, San Diego, CA

Located 1.5 miles north of the U.S. – Mexico border, the Brown Field Municipal Airport contains the National Register Eligible Auxiliary Naval Air Station Brown Field Historic District located within the southwest quarter of the airport. IS Architecture was retained to complete a Historical Resource Technical Report (HRTR) for Building 2002 at Brown Field Municipal Airport concerning the Brown Field Municipal Airport Master Plan update and its Programmatic Environmental Impact Report.

Mr. Kempson served as Architectural Historian and prepared a CEQA and Section 106 Analysis analysis of the Brown Field Municipal Airport Master Plan project scope impact on the historic resource in a historic district, and preparing a City of San Diego Historical Resource Technical Report.

Scope of Work: Historic Research, Site and Building Surveys, CEQA and Section 106 Analysis, prepare City of San Diego Historical Resource Technical Report.

**Jasoda Silva, Associate AIA
Historic Preservation Specialist
Associate Designer**



Areas of Expertise

Historic Preservation Architecture
Architectural Design Historic
Secretary of Interior Professional Qualification
Standards for Architectural History, Historic
Architecture and Architecture (36 CFR Part 61)

Years of Experience

With IS Architecture: 1
With Other Firms: 8

Education

Master of Architecture, Urban Design Graduate
Research Group, University of Buffalo
Bachelor of Architecture and Urbanism, University
Center of Belo Horizonte
Diploma in Heritage Conservation, Willowbank
School of Restoration Arts

Fellowship

Certificate of Merit as the Laura Dodson
Student Affairs Fellow: Willowbank School of
Restoration Arts, 2017-2018

Continuing Education

New York Statewide Preservation Conference,
United States, 2019
APT Buffalo Niagara Conference, United States,
2018
Round Table organized by the Canada Research
Chair on Built Heritage, Canada, 2017
APT & National Trust for Canada Joint Conference,
Canada, 2017
Construction Administration for Architects, Centro
Universitário Belas Artes, Brazil, 2012

Agency Experience

City of Buffalo
City of Riverside
City of San Diego
National Park Service
OHP Nevada
OHP New York
State of Nevada

Professional Affiliations

American Institute of Architects
Society of Architectural Historians

Location

San Diego, CA

Jasoda Silva is a Secretary of the Interior-qualified Historic Preservation Specialist and Architectural Designer with a unique combination of design and preservation expertise. Her expertise as a Historic Preservation Specialist and Architectural Designer encompasses a wide range of skills and knowledge necessary to successfully preserve and enhance historic sites. Through her holistic approach and dedication to preserving our architectural heritage, she contributes to conserving and celebrating our collective history. Her specialized knowledge in Historic Preservation equips her to navigate the challenges of preserving and rehabilitating historic structures, ensuring compliance with stringent standards and regulations. Her Historic Preservation work at IS Architecture includes Historic Resource Research Reports, determinations of eligibility, Historic Building Structure Reports, Building Condition and Treatment Plans, and historically appropriate architectural design for historic buildings. Her most recent endeavor was the preparation of a Historic Structure Report for the Armory Building and Pavilion in Carson City for the State of Nevada.

Ms. Silva has special expertise in archival, primary, and secondary source research for projects. She conducts thorough research to gather historic information about buildings or sites undergoing rehabilitation or reconstruction. This includes studying historical records, photographs, maps, plans, and other relevant archival materials to comprehensively understand the property's history. Jasoda conducts assessments of historic buildings and sites to determine their historical significance, architectural integrity, and potential for preservation. She develops preservation plans and strategies for historic resource conservation, restoration, and rehabilitation. She assists property owners in navigating the historic tax credit process, including preparing the necessary documentation and coordinating with relevant agencies or organizations involved in the tax credit program. This involves identifying appropriate treatment approaches and recommending preservation guidelines and best practices.

Ms. Silva's qualifications exceed the requirements established by the National Park Service for Architecture and Architectural History, and Historic Architecture as published in the Code of Federal Regulations, 36 CFR Part 61. Beyond her professional work, Jasoda also teaches "Aesthetics and Contemporary Layers" at Willowbank, Canada's Premier Heritage Conservation School.

Experience

Museum of Riverside, Robinson House Riverside, CA



The Robinson House, located in Riverside, CA, is a historically significant structure closely intertwined with the Harada House, a landmark in the narrative of civil rights and Japanese American history in the United States. IS Architecture is currently undertaking

a transformative project involving Robinson House. IS Architecture mission is to convert the Robinson House into the Interpretive Center for the Harada House, which will serve as a vital space for honoring the rich history of the Harada House and its contributions to civil rights. This project is a testament to our commitment to preserving historical integrity while adapting the Robinson House to meet contemporary needs. Ms. Silva serves as the Historic Preservation Specialist and Associate Designer.

City of San Diego, Evan V. Jones Parkade San Diego, CA



The City of San Diego is requesting a Historic Preservation Architect review the proposed repairs for the Evan V. Jones Parkade for conformance with the Secretary of the Interior Standards for Rehabilitation (SOIS).

IS Architecture is providing guidance to the engineering and construction team reviewing the solutions to the spalling concrete and repairs that will meet the SOIS. Ms. Silva serves as the Historic Preservation Specialist.

County of San Diego Parks and Recreation, Rancho Lilac Valley Center, CA



IS Architecture is responsible for surveying the existing conditions, creating existing conditions drawings, and preparing two levels of preservation building

condition assessments and treatment recommendations. Ms. Silva serves as the Historic Preservation Specialist and Associate Designer.

Sea Village Owners Association, Sea Village Del Mar, CA



IS Architecture's engagement with the Sea Village Owners Association (SVOA) encompasses two primary responsibilities: to provide professional architectural and planning services for the comprehensive

remodel of the clubhouse, working in collaboration with existing SVOA committees to ensure the renovation aligns with the community's aesthetic goals while preserving its architectural integrity. The firm is also tasked with offering ongoing consultancy services to support issues related to sustainability in architectural design and building standards, compliance with future state-mandated climate change regulations, and the integration of new energy conservation technologies.



Trina Meiser
Design Standards
Architectural Historian V

Education
MA, Historic Preservation
Planning, Cornell
University,
BA, History, Kenyon College

Years of Experience
With AECOM: 16
With Other Firms: 7

Summary

Trina Meiser is an architectural historian and a historic preservation planner who meets the Secretary of the Interior's qualifications in architectural history and history. Ms. Meiser has more than 20 years of experience in identifying, evaluating, and planning for cultural resources, including a wide variety of historic buildings, structures, districts, and landscapes. She specializes in technical analysis based on archival research and survey to support regulatory compliance, specifically under Section 106 of the National Historic Preservation Act (NHPA), NEPA, and CEQA. She conducts cultural resources studies, including inventory, survey, and evaluation reports; impacts analyses and findings of effect; National Register of Historic Places nominations; and HABS/HAER documents. She consults on rehabilitation, transportation, energy, military, and community projects with designers, developers, and agencies, including the State Historic Preservation Officer (SHPO). Her experience in historic preservation provides a strong understanding of regulatory requirements and a thorough knowledge of the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and their function in adaptive use, architectural design, and historic preservation planning.

Project Experience

City of San Diego, University Heights Historic Districts Context Project, San Diego, CA. Prepared historic contexts and statements of significance for two historic districts in San Diego: Spalding Place Historic District and Valle Vista Terrace Historic District. Conducted historical research and analysis in adherence with City Historical Resources Board guidelines.

General Plan Implementation Program and EIR Addenda, Pasadena, CA. Historic Preservation Planner for update of Specific Plans involving historic districts and buildings in Pasadena. Reviewed historical resources within mixed neighborhoods with commercial office, retail, flex industrial, institutional and multi-family residential uses. Reviewed treatment policies, standards, and guidelines in line with the City's many policy, zoning, and guidelines documents.

Los Angeles Department of Water and Power (LADWP), El Pueblo Water Museum Project Design Recommendations and Historic Structures Report (HSR), Los Angeles, CA. Analyzed potential impacts on NRHP-listed Hammel Building in El Pueblo for rehabilitation project to identify design recommendations to minimize significant impacts, such as interior and exterior alterations to character-defining features. Preparing HSR with appropriate treatments for its rehabilitation in accordance with the Secretary of the Interior's Standards.

LADWP, Mulholland Memorial Fountain Rehabilitation Project Design Recommendations and HSR, Los Angeles, CA. Assessing potential impacts related to repair of the fountain, a Los Angeles Historic-Cultural Monument, and preparing design recommendations to avoid and/or minimize significant impacts, such as repair and replacement of character-defining features of the historic structure. Preparing HSR documentation that includes historical background and physical assessment of the historical resource and appropriate treatments for rehabilitation in accordance with Secretary of the Interior Standards.

UC San Diego, Long Range Development Plan Programmatic EIR, San Diego, CA. Prepared historical resources discipline section for the UCSD LRDP EIR, including review of historical resources technical study. Reviewed methodology, application of context themes for eligibility determinations, recommendations for future identification efforts, and preliminary impacts assessments. The UCSD LRDP EIR encompasses the historic districts and individually eligible modernist buildings and landscapes. Through the EIR process, responded to comments and concerns of interested parties and the public.

County of San Diego, Section 106 Compliance Studies for Various HUD Projects - San Diego County, CA. Completed Section 106 compliance studies for multiple HUD-funded projects under MOU between the County the SHPO. Identified historic properties and assessed potential effects on historic properties, including application of MOU exemptions.



Jessica Sisco, AICP, IAP2-Trained Public Outreach Planner V

Education	Years of Experience	Licenses/Registrations	Professional Affiliations
Master of Urban and Regional Planning (MURP), University of California, Irvine	With AECOM: 16 With Other Firms: 10	International Association of Public Participation (IAP2) American Institute of Certified Planners (AICP)	Member, International Association of Public Participation (IAP2) Member, American Planning Association
BA, Environmental Sciences, University of California, Berkeley	Language Skills Spanish Fluency Arabic proficiency		

Summary

Jessica Sisco is a Senior Planner with a special emphasis on equity, resilience, climate change, and stakeholder engagement and facilitation. Ms. Sisco emphasizes clear and succinct communication of complex issues to encourage meaningful community involvement. She also focuses on inclusive engagement and tailoring engagement strategies for specific communities. Her stakeholder involvement and facilitation work has included outreach and communications strategy development, public meeting planning and facilitation, consensus-building among regulatory agencies and interest groups, negotiation and mediation, stakeholder engagement and interviews, development and implementation of community planning academies, focus group facilitation, committee facilitation, public participation training for agencies, interactive website content development, online surveys, fact sheet and newsletter development, and participant surveys.

Project Experience

City of San Diego Virtual Open House and Strategic Communications: Sports Arena Redevelopment. Ms. Sisco partnered with the City to plan and execute a Virtual Open House and Strategic Communications Program to elicit feedback on developer concepts for the former Sports Arena site.

City of San Diego Utilities Undergrounding Program – Communications, Facilitation, and Engagement Support for On-Call Contract. Ms. Sisco partnered with the City to support in development of key messages regarding the need for utility undergrounding, as well as the facilitation of working groups with City and various utilities to support streamlining of utility undergrounding process. She was responsible for strategic direction, management, and oversight of subconsultant communications in support of resident notifications regarding future utility undergrounding construction in neighborhoods.

ReWild Mission Bay, San Diego Audubon, San Diego, CA. Ms. Sisco is assisting with planning and managing contentious public workshops for the ReWild Mission Bay wetland restoration project. Highly charged stakeholder issues include concern over perceived loss of low-cost coastal accommodation, potential wildlife-human conflicts at the urban interface, perceived neighbor concerns about the introduction of undesirable transients, and how to prepare wetland restoration plans to accommodate rising sea levels in a way that biologists are comfortable with in the short-term as well. Technical issues that must be conveyed

include historical and current site ecology, hydrology and tidal influence, infrastructure, public access and recreation, and master plan and CCC requirements. Ms. Sisco has recommended an open house format, with stations set up around the room to avoid grandstanding and disruption. Other techniques that Ms. Sisco has employed to ensure productive and well-managed meetings include allowing input via comment card only (no map mark-ups or open public testimony) and pulling disruptive participants aside to discuss their concerns quietly in a one-on-one environment. Community Outreach Manager for the Little Saigon Vision, San Diego, CA. Ms. Sisco collaborated with social scientists and landscape architects to develop innovative outreach techniques to encourage meaningful community input on the future of the Little Saigon District. These techniques included "on-the-street" outreach soliciting community input at the Lunar New Year Festival and a participatory photography workshop series that gave the community an opportunity to use photographs to identify positive aspects of the neighborhood and aspects that could be improved. The Little Saigon Vision provides a series of design recommendations that establish an authentic and vibrant streetscape experience. This Vision explores how social and cultural influences manifest through design; culminating in a set of recommendations that create a distinct identity for the Little Saigon District.



Kara Friedman

CEQA Support

Project Manager IV

Education

BA, Environmental Studies -
Policy Issues, University
of Kansas, 1999

Years of Experience

With AECOM: 23
With Other Firms: 0

Licenses/Registrations

NA

Professional Affiliations

National Association of
Environmental
Professionals

Summary

Kara Friedman has over 23 years of experience on a variety of projects with a focus on CEQA and NEPA documentation. Her project experience includes infrastructure, power generation and distribution facilities, coastal restoration, urban and rural residential development, regional planning efforts, community parks, military facilities, and roadway facilities. Ms. Friedman is frequently requested to serve as a senior advisor on projects and their associated documents. She provides technical guidance, conducts in-depth review, and assists with analysis of complex issues related to the preparation of state and federal environmental documents. Many of her projects have involved a high level of public scrutiny and controversy, requiring strategic planning and foresight. As a senior project manager, Ms. Friedman is responsible for the overall quality and management of environmental analysis projects subject to compliance with CEQA/NEPA. It is her priority to listen to clients and lead agencies to fully understand their needs and recommend the most appropriate course of action for each situation to fulfill all legal requirements and result in superior environmental documentation and solutions.

Project Experience

San Diego County Water Authority and City of San Diego, San Vicente Energy Storage Facility, San Diego County, CA. Co-leading environmental documentation for a proposed pumped energy storage solution. The team is conducting environmental technical studies and preparing associated reports; preparing environmental impact review documentation pursuant to the Federal Energy Regulatory Commission's (FERC) needs under the NEPA process and under CEQA; preparing permit applications and assisting with negotiation of environmental permits; supporting the FERC licensing process; preparing plans for on-site habitat restoration and acquisition of off-site mitigation lands to compensate for project-related habitat impacts. Assisting with oversight and coordination for all facets of the aforementioned environmental services.

City of San Diego, Vernal Pool Habitat Conservation Plan (VPHCP), San Diego, CA. Ms. Friedman served as environmental document project manager and lead senior analyst for preparation of the City's VPHCP EIR/EIS. She worked collaboratively with the City of San Diego, USFWS, and CDFG to develop a joint CEQA/NEPA document for the VPHCP to provide coverage for seven focal vernal pool species. The project will help develop an efficient and effective process that can be used as a model for future vernal pool restoration and management efforts and the City has asked for continued AECOM involvement in development of reporting and tracking methods for implementation of the plan.

Southern California Edison (SCE), Major Environmental Projects, Planning and Permitting Lead, Southern California region. Ms. Friedman serves as AECOM's primary point of contact for SCE staff needing environmental planning and permitting assistance and provides SCE guidance on the environmental clearances that may be required and then manages the preparation of the necessary documents. Ms. Friedman typically manages projects ranging from EIRs, MNDs, technical studies, and other unique environmental-related tasks.

SANDAG, San Dieguito Lagoon W19 Restoration Project, San Diego, CA. Ms. Friedman was the senior environmental analyst and advisor for the preparation of CEQA documentation for a wetland restoration project within the Lagoon, adjacent to previous restoration efforts by SCE. An additional component includes sand placement on adjacent beaches. The project is proposed by SANDAG and Caltrans to serve as mitigation for various infrastructure projects that will be implemented within the north coast corridor of San Diego. The project EIR was certified for the project in December 2018 with an addendum completed in 2020. The permit process is currently underway. Issues include not only restoration of wetland habitats within an existing lagoon system, but compatibility with adjacent recent restoration projects, recreational use goals, and materials disposal concerns, including beach nourishment. This complex project requires coordination with the full range of resource and regulatory agencies, as well as a range of specific stakeholders and property owners, to ensure project success.

D. 2. EXPERIENCE AND QUALIFICATIONS - FIRM'S PRIOR WORK HISTORY FOR THE CITY OF SAN DIEGO

As a prime consultant, **IS Architecture** has provided CEQA support for the City of San Diego, encompassing a diverse array of projects and documentation. Historically, we have provided environmental services for multiple City departments, focusing on historic properties and structures. Our tasks have included detailed field investigations and the preparation of technical reports to facilitate CEQA compliance. Notable projects include the Kearny Mesa Historic Context Statement, the Mohnike Adobe and Barn Historic Structure Reports, HABS Documentation, and the Former East Mission Bay Visitor Information Center Historic Resource Technical Report. Additional significant efforts include the Mission Beach Boardwalk Bulkhead and Historic Lamppost Reconstruction, the Evans Jones Parkade Emergency Repair, and the comprehensive survey and reporting for the Georgia Street Bridge. Other key contributions cover the 9th & Broadway Historic Preservation Treatment Plan and Our Lady of Peace's meticulous relocation and preservation planning, involving two potentially historic houses in San Diego.



As sub-consultants, we have also been pivotal in several specialized historic resource technical reports. These include the Brown Field and Montgomery-Gibbs Hangar Historic Resource Technical Reports and the La Jolla View Reservoir and Exchange Place Reservoir Historical Resource Technical Report, which also addressed CEQA Compliance. Our portfolio extends to the Greater Mid-City Architectural Reconnaissance Survey and the Uptown Historic Context and Architectural Reconnaissance Survey, further showcasing our extensive involvement in preserving and evaluating over 23,000 historical sites across San Diego.

AECOM's CEQA and NEPA work for the City of San Diego covers a broad suite of projects and document types. In years past, they have supported various City departments with environmental services for proposed infrastructure – performing fieldwork and preparing technical studies to support CEQA clearance (e.g., initial study checklists, negative declarations, mitigated negative declarations, environmental impact reports). Select CEQA efforts in the City have included the Town and Country Hotel Environmental Impact Reports, Environmental Impact Reports for the Old Town and Midway Community Plan Updates, and a joint Environmental Impact Reports / Environmental Impact Statement for the Vernal Pool Habitat Conservation Plan. They have also processed environmental projects for Civic San Diego, including preparation of CEQA secondary studies (Consistency Evaluations) and tiering off of the previously adopted program-level EIRs for redevelopment in downtown San Diego.

D. 3. EXPERIENCE AND QUALIFICATIONS - BRIEF HISTORY OF THE FIRM

IS Architecture, a nationally acclaimed and award-winning firm, actively preserves and renews our built environment. For over 35 years, the Firm has expertly guided hundreds of clients through complex, technical, and unique projects. Its diverse practice serves governmental, institutional, educational, and private clients, completing local, state, and federal projects.

The Firm excels in managing Section 106 of the National Historic Preservation Act consultations for clients like Caltrans, the University of Reno, the United States Air Force Academy, the Army Corps of Engineers, and the State

of Nevada. IS Architecture has earned over 80 national, state, and local awards throughout its three-decade history. Notably, the American Institute of Architects California Council honored the Firm with the **2014 Distinguished Practice Award**, a prestigious accolade given annually to one Firm for significant contributions to a specific building type or practice area, highlighting a career-long dedication to the built environment.

IS Architecture has not experienced any significant business developments in the past three years, including mergers, restructuring, or changes in ownership.

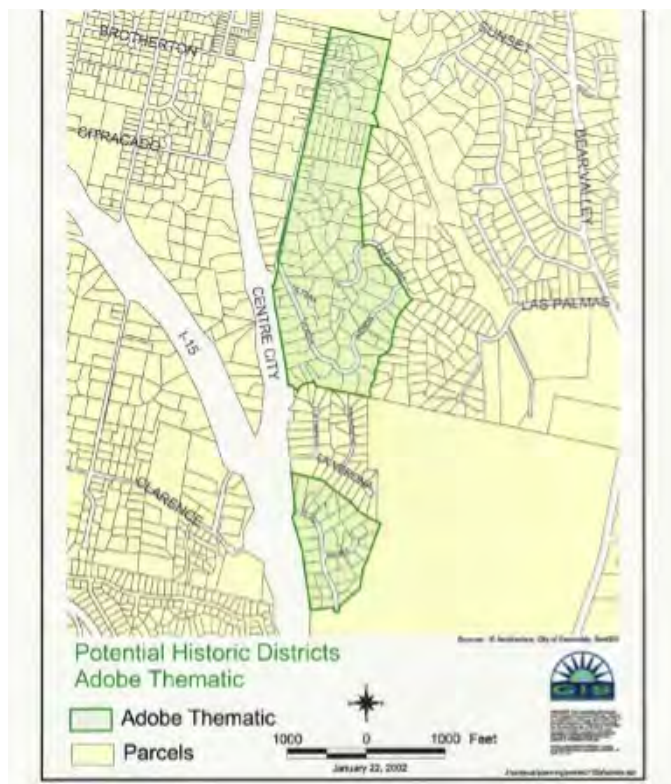
D. 4. EXPERIENCE AND QUALIFICATIONS - BRIEF DESCRIPTION OF THE FIRM'S RELEVANT PRACTICE AREAS

Possessing extensive NHPA and CEQA experience, all team members at IS Architecture and AECOM meet the Secretary of the Interior's Professional Qualification Standards in History, Architectural History, Architecture, and/or Historic Architecture (36 CFR Part 61). The Firm's reports adhere to the City's Historical Resources Regulations and Guidelines and the U.S. Secretary of the Interior's Standards. The staff is proficient in evaluating properties for the National, California, and City of San Diego Registers and applying relevant local, state, and federal regulations, including Historic Preservation programs, CEQA, and NEPA. IS Architecture effectively coordinates NHPA Section 106 assessments, Findings of Effect and manages reviews with SHPO. The Firm is also skilled in preparing historic context statements, conducting historic resource reconnaissance and intensive-level surveys, often leading to historic district or property nominations.

As both a licensed architecture firm and historic preservation planning firm, IS Architecture has successfully applied the Secretary of the Interior's Standards for the Treatment of Historic Resources on numerous projects, **implementing all four approved treatments: Restoration, Preservation, Rehabilitation, and Reconstruction.** Drawing on this expertise, IS Architecture has rehabilitated or restored more than 200 historic structures, including interpretive house museums like the Wisteria Cottage for the La Jolla Historical Society, Warners-Carrillo Ranch

House for Vista Irrigation, Sikes Adobe Farmhouse for the San Dieguito River Valley Conservancy, Los Penasquitos Ranch House – Wing C for the County of San Diego and the Montanez Adobe for the City of San Juan Capistrano.

With over 22,000 buildings surveyed at the reconnaissance level, IS Architecture has extensive, award-winning experience in identifying and recording eligible properties. We have evaluated and recommended treatments for over 100 historic properties, including writing Determinations of Eligibility and Register Nominations. Our survey work identified over 25 potential historic districts, ranging from residential subdivisions to cultural landscapes. We knew how to organize the projects for maximum efficiency for three separate large-scale reconnaissance surveys, from community historical research to field teams, from field data entry to data analysis. This culminated in award-winning reports recognized by state and local preservation awards. As a historic preservation architecture firm, we are



frequently required to evaluate structures for their potential historical status and recommend appropriate historic preservation treatments.



IS Architecture has completed over 85+ Historic Structure Reports, Building Condition Assessment Reports, Treatment Plans, Preservation Plans, and Maintenance Manuals. The content and rigorous analysis of our reports, plans, or manuals all follow National or State bulletins/guidelines. Our reports include an in-depth analysis of contributing features, current conditions, and treatment recommendations. The seven

awards we have won on both the state and regional levels are a testament to the quality of our reports. We pride ourselves on providing the client with well-written and practical Treatment Plans, Preservation Plans, and Maintenance Manuals. Several of our clients highly value the reports we have written. They tell us the reports do not gather dust on the shelf but rather that they reference them continuously, finding guidance in the ongoing stewardship of the resource.

Having completed over 300 Primary Record and Building, Structure, Object (BSO) Record Forms (DPR 523A & 523B) and National Register nominations, IS Architecture's experience is admirable. As stated in the RFQ, the DPR 523 forms are used by all State Agencies and their consultants. The DPRs are the heart and soul of the Historic Preservation evaluation and documentation process. Given the importance of the DPR forms as reference material in the future, preparing an in-depth analysis of the significance, character-defining features, and integrity analysis of the studied resource is imperative. IS Architecture has always provided detailed inquiries in our completed DPRs delineating the resource's significance, character-defining features, and integrity.

AECOM Technical Services, Inc., as the sub-consultant, has available their San Diego and surrounding southern California offices that are fully staffed and equipped to provide the environmental and planning services required by the city. With over 250 personnel in San Diego County, over 3,000 in California, and nearly 50,00 worldwide, AECOM brings a depth of resources combined with specialized knowledge of San Diego. Their San Diego planning and environmental team offers experts in the California Environmental Quality Act (CEQA) and the City of San Diego-specific CEQA significance thresholds, guidelines, and templates. They will also support joint environmental documents consistent with the National Environmental Policy Act (NEPA). Their technical staff provides the full complement of biologists, archaeologists, architectural historians, noise specialists, and air quality specialists.

AECOM staff categories include urban planners, landscape architects, architectural historians, and architects with a suite of specialties. They can prepare architectural design standards that comply with the Secretary of the Interior's Standards, California housing law, and the City of San Diego's Historical Resources Regulations. AECOM has a highly qualified public outreach practice that can offer a full range of services to support public engagement efforts required by CEQA, NEPA, or other regulations. Services that can be provided to the City include public meetings, workshops, hearings, and stakeholder meetings. Their team can prepare presentation materials, project websites and web-based surveys, photos, and other graphics, Spanish language translation, as well as facilitate these events.

PRACTICE AREAS OF IS ARCHITECTURE AND AECOM

ARCHITECTURE

- Standards Compliance
- Historic Preservation Architecture
- Secretary of the Interior's Standards for Historic Preservation
 - Restoration
 - Rehabilitation/Adaptive Reuse
 - Reconstruction
 - Preservation and Stabilization
- Policy and Regulatory Consultation
- Objective Design Standards
- Seismic Retrofit

DOCUMENTATION

- California Department of Parks and Recreation 523 Forms
- Reconnaissance and Intensive Surveys
- Historic Structures Reports
- HABS/HAER/HALS
- Historic Resource Technical Reports
- Building Condition Assessment Reports
- Preservation and Treatment Plans
- Archival Research
- Building Condition Assessment Reports
- Protection and Stabilization Plans
- Historic Preservation Treatment Plans
- Maintenance and Operations Plans
- Federal Tax Credits
- Oral Histories

ENVIRONMENTAL COMPLIANCE

- NHPA Section 106
- CEQA
- NEPA
- Caltrans
 - Historical Resources Evaluation Report (HRER)
 - Historic Property Survey Reports (HPSR)
 - Historic Resources Compliance Report (HRCR)

- Secretary of the Interior's Standards Action Plan

- Mitigation and Monitoring
- Findings of Effect (FOE) and Findings of No Adverse Effects (FONAE)
- Policy and Regulatory Consultation

DESIGNATION/DETERMINATIONS OF ELIGIBILITY

- City of San Diego, Escondido, Encinitas, Beverly Hills, Orange, and County of San Diego
- California Register
- National Register
- California Department of Parks and Recreation 523 Forms
- Historic Districts
- Archival Research
- Determinations of Eligibility
- Mills Act Applications

HISTORIC PRESERVATION PLANNING

- Reconnaissance and Intensive Surveys
- Historic District Guidelines
- Context Statements
- Cultural Landscape Reports and Inventories
- Preservation Staffing – Government Entities
- Feasibility Studies
- Federal Tax Credits
- Policy and Regulatory Consultation

EDUCATION AND TRAINING

- City Staff/Commission training
- Certified Local Government training
- Community Workshops
- Symposia and Conferences (academic speaking on four continents)

COMMUNITY OUTREACH

- Public Meetings
- Engagement
- NEPA/CEQA Public Notice
- Charrettes

PARTIAL LIST OF IS ARCHITECTURE'S RELEVANT PROJECTS



Historic Structure Reports

- Armory Building, Carson City, NV (2024)
- White Pines County Court House, Ely, NV (2021)
- Bldg. 58 University of Nevada Reno, NV (2021)
- Heroes Memorial Building and Veterans Annex, Carson, NV (2019)
- Lincoln Hall, University of Nevada, Reno, NV (2015)
- Goldfield High School Exterior, Goldfield, NV (2013)
- Torrey Pines Lodge, Torrey Pines State Park, San Diego (2012)



Historic Restorations, Rehabilitations, and Reconstructions

- Santa Fe Railroad Depot, Fullerton, CA (2024)
- Montenez Adobe, Preservation Maintenance, San Juan Capistrano, CA (2024)
- Robinson House Interpretive Center, Riverside, CA (2022-2024)
- Harada House Foundation Restoration, Riverside, CA (2022-2024)
- VA NCA Fort Rosecrans Caretaker's Lodge, Point Loma, CA (2020 - 2022)
- Customs House HPPP San Ysidro Port of Entry, San Ysidro, CA (2016)
- Mohnike Adobe Emergency Porch Stabilization, San Diego (2014)
- Rancho Peñasquitos Preserve, Wing 'C' Adobe, San Diego (2013)
- Wisteria Cottage, La Jolla – Historic Restoration and ADA Compliance (2012)
- University of California, San Diego Chancellor's House (adobe) – Rehabilitation, completed in 2013 (2012)



Historic Assessment, Architectural Archaeology, and/or Construction Observation

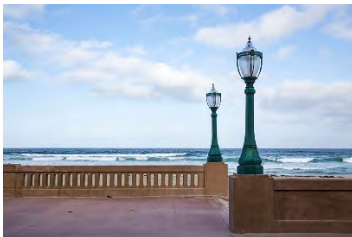
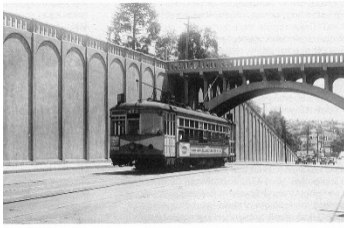
- Georgia Street Bridge, San Diego (2018)
- AC Hotel, San Diego (2016)
- Our Lady of Peace House Relocation Monitoring, San Diego (2014)
- San Diego Mission Religious Education Building, San Diego – Rehabilitation (2013)
- Georgia Street Bridge – Historic Assessment, San Diego (2012)
- Fleet Weather Center Building 14 – Historic Assessment, Naval Base Coronado (2012)
- SDG&E Undergrounding – Historic Assessment, San Diego (2012)



Historical Resource Surveys and Context Statements

- Kearny Mesa Historic Context Statement (2019)
- African American Civil Rights Context Statement, Riverside, CA (2019)
- City of Escondido Architectural Survey, Escondido, CA (2018)
- High-Speed Rail Historical Resource Survey, San Diego, CA (2015)





Historic Condition Assessment Reports and Treatment Plans

- Lilac Ranch, Historic Preservation Specialist, San Diego County (2024)
- Carlton House, US Air Force Academy, Colorado Springs, CO (2022 -2024)
- Salt Bay District Historic Resources Technical Report (HRTR), San Diego, CA (2019)
- Glenister Historic Assessment, San Diego, CA (2017)
- Our Lady of Peace House Relocation and Treatment Plan, San Diego (2013)
- La Jolla View Reservoir, La Jolla, CA (2012)
- 9th & Broadway Historic Preservation Treatment Plan, San Diego (2012)

Historic American Building Survey (HABS)

- 119 Michigan Ave., Vista, CA (2018)
- Pioneer Farmhouse, La Mesa, CA (2017)
- Caltrain HABS 5 Southern California Stations (2017)
- Torrey Pines Lodge, Torrey Pines State Park, San Diego (2011)
- Wisteria Cottage, La Jolla, CA (2011)

Historic Assessment, Architectural Archaeology, and/or Construction Observation

- Pleasanton Adobe, Pleasanton, CA (2022)
- Georgia Street Bridge, San Diego (2018)
- AC Hotel, San Diego (2016)
- Our Lady of Peace House Relocation Monitoring, San Diego (2014)
- San Diego Mission Religious Education Building, San Diego – Rehabilitation (2013)
- Georgia Street Bridge – Historic Assessment, San Diego (2012)
- Fleet Weather Center Building 14 – Historic Assessment, Naval Base Coronado (2012)
- SDG&E Undergrounding – Historic Assessment, San Diego (2012)

Caltrans / Transportation Projects

- San Diego-Coronado Bay Bridge Suicide Deterrent Project, HPSR, FOE, VA, Mock-Up, Coronado, CA (2021 – 2023)
- State Road 163 Bridge Rail Upgrade Project, HRER and HPSR, San Diego, CA (2020)
- Coronado Bridge and Gateway Project, HRER and HRCR, Coronado, CA (2018)
- Mount Helix Drive Crossing, FNAE-SC: SOIS, San Diego, CA (2018)
- Georgia Street Bridge Historic Rehabilitation, San Diego, CA (2017)
- Caltrain Historic Train Stations, HABS Documentation, San Francisco and San Jose, CA (2017)
- Washington Irrigated Colony Rural Historic Landscape Update for California High-Speed Rail Authority, Fresno, CA (2016)

SIX PROJECT EXAMPLES – IS ARCHITECTURE AND AECOM

Georgia Street Bridge Rehabilitation

San Diego, CA

Client

City of San Diego Public Works

Reference

Carrie Purcell
City of San Diego
Principal Planner
P:619.533.5124
CPurcell@sandiego.gov

Value

\$180,000 (fees)

Project Duration

2013-2016

Services

- Historic Property Survey Report, 2013
- Historic Resource Technical Report, 2012
- Finding of No Adverse Effect Report, 2011
- Architectural Review of Drawings for Compliance with the Secretary of Interior's Standards
- Historic Construction Monitoring

Awards

- APWA San Diego 2019 Project of the Year
- ASCE San Diego – Two Outstanding Project Awards
- ACEC California – 2019 Honor Award



Project Description

IS Architecture served as the Historic Preservation Architect for the Historic Rehabilitation of the Georgia Street Bridge, which was designed and constructed by local civil engineer James R. Comly in 1914. The design follows closely the principles of the Beaux Art / American City Beautiful Movement. The bridge's 69-foot-long by 30-foot-wide asphalt-covered reinforced concrete deck and associated retaining walls create a grade separation allowing traffic to cross over and under the bridge.

As a result of deferred maintenance combined with a slow rate of inherent structural failure, the Georgia Street Bridge fell into a state of disrepair. IS Architecture was consulted to prepare a Historical Resource Technical Report that analyzes proposed alternatives to the seismic retrofit and rehabilitation of the Georgia Street Bridge. During the writing of this report, IS Architecture worked closely with the project engineer, Simon Wong Engineering, and City of San Diego staff, to review the various elements of the project and identify options which would balance the goals of retrofitting and rehabilitating the bridge while preserving its historic character. Based on the preferred alternative, which was ultimately developed during this process, this report evaluates the potential effects of the rehabilitation on the historic value of the bridge and associated structures, including retaining walls. The retaining walls extend beyond the abutment beneath the bridge in accordance with procedures contained in the Secretary of Interior's Standards for Rehabilitation.

Mission Beach Boardwalk, Bulkhead, and Lamppost Reconstruction

Mission Beach, San Diego, CA

Client

City of San Diego Public Works

Reference

Hiep Hoang, Resident Engineer
City of San Diego
858-495-4713
hhoang@sandiego.gov

Value

\$2 Million (construction)
\$44,000 (fees)

Project Duration

Oct. 2014 – Apr. 2016

Services

- Historic Preservation Treatment Plan
- Historic Resource Technical Report (HTRT)
- Historic American Buildings Survey (HABS)
- Architectural Review of Drawings for Compliance with the Secretary of Interior's Standards
- Historic Construction Monitoring

Awards

- 2017 ACEC California – Engineering Excellence Award
- 2017 APWA Award, Historic Project of the Year
- 2016 AIA Design Award, Divine Detail
- 2016 California Preservation Foundation Award for Reconstruction

Project Description

Years of deferred maintenance and improper repair jobs left the 1925 Mission Beach Boardwalk in an unrecognizable state of disrepair. The reconstruction of the National Register eligible resource involved partially reconstructing the seawall, boardwalk, and light standards to their historic appearance.



In 2014, IS Architecture was contracted to prepare a technical report to assess whether the lampposts were original and to analyze the proposed balustrade openings for conformance to the Secretary of the Interior's Standards. After review of all information available for the Mission Beach Boardwalk Bulkhead project, our firm found the proposed openings in the seawall did not conform to the Secretary of the Interior's Standards and the existing lamppost fixtures were not the original design. IS Architecture then provided historic construction monitoring from September 2015 through completion in April 2016.

The proposed drawings did not reflect the historic design of the boardwalk, sea wall or lampposts. The proposed drawings reflected the existing conditions of the wall which included layers of concrete parge coat that encapsulated the original pilasters and infilled balustrade openings. In addition, the concrete specifications for the boardwalk did not include a pink-colored concrete or scoring pattern and the light standards did not reflect the original design. Although the proposed design was done with good intentions, the discovery of concealed historic details provided many challenges to this project.

Our first request after realizing the pitfalls of the proposed design was to have the contractor saw cut a section of the wall to reveal the historic profile. From this physical section together with almost illegible historic as-built drawings of the seawall from 1925, we took the necessary measurements and drew a revised wall detail.

Kearny Mesa Community Planning Area Historic Context Statement

Kearny Mesa, San Diego, CA

Client

City of San Diego Planning
Department

Reference

Kelley Stanco, Senior Planner
City of San Diego Historical
Resources Section
9480 Aero Drive – San Diego
P: 619.236.6545
kstanco@sandiego.gov

Value

\$30,000 (fees)

Project Duration

Feb – Jul 2018

Services

- Caltrans Historical
Resources Evaluation
Report (HRER)
- Caltrans Historical
Resources Compliance
Report (HRCR)
- Application of Secretary
of Interior Standards for
Rehabilitation



Project Description

IS Architecture was contracted to complete a historic context statement for the 4,000-acre neighborhood of Kearny Mesa, a mid-century industrial and commercial area within the City of San Diego, in support of a Community Plan Update and Programmatic Environmental Impact Report. Although no secondary sources existed for the development of the area, the team identified eight thematic contexts, and informed a study list of notable properties / companies to guide future survey. No survey was included in this project.

Kearny Mesa is a fast-growing and continually developing area of San Diego. To date, most potential historic resources within its boundaries have not been reviewed for eligibility, due to both the lack of a historic context statement to guide evaluation and to the relative newness of the area's resources. The nature of an industrial and commercial area results in adaptation or redevelopment of the building stock in order to accommodate new tenants. This turnover of tenants, owners, and built environment resources in Kearny Mesa poses an increased risk of adverse impacts to the integrity of the buildings. IS Architecture recommended that the priority, therefore, should be identifying potentially eligible resources and evaluating them for significance prior to any loss of integrity.

This context statement is not intended to serve as the definitive history of the study area, but rather provides sufficient historical background to identify and discuss the thematic contexts. This context statement was developed without a field survey element and is not a definitive listing of all building types and periods of significance in Kearny Mesa. It presents the information necessary to assist in the evaluation of properties for significance and integrity on a case-by-case basis and may be used to guide certain aspects of city planning. Additionally, it will hopefully inspire members of the community to nominate places which they think are important for formal designation.

Washington Irrigated Colony Rural Historic Landscape District Update – Fresno to Bakersfield

Cultural Landscape Report

Fresno, CA

Client

California High-Speed Rail
Authority

Reference

Margaret Scantlebury
Cultural Resources Manager
Parsons Brinkerhoff
916-403-0181
scantleburym@pbworld.com

Value

\$1.5 Billion (construction)
\$500,000 (fees)

Project Duration

Nov. 2015 –Dec. 2018

Services

- Archival Research for the Built Environment
- Section 106 Compliance
- Historic Architecture Survey report (HASR)
- Historic Property Survey Reports (HPSR)
- Determination of Eligibility (DOE)
- Department of Parks & Recreation (DPR) Forms
- Local, State and National Register Criteria Evaluations
- Integrity assessment
- Historic Resources Surveys
- Protection and Stabilization Plans
- Plans for Repair of Inadvertent Damage
- Compliance with NPS Secretary of the Interior's Standards
- Finding of Effect (FOE)

Project Description

IS Architecture provided cultural resources services along the alignment of the California High-Speed Train Project (HSR), Fresno to Bakersfield Section CP 2-3. The scope of work fulfilled the requirements of the

Treatment Plan (BETP) for the California High-Speed Train Project.



Specific resources include 1) the entire Washington Irrigated Colony Rural Historic Landscape (WICRHL), 2) Peoples Ditch, and 3) Lakeside Cemetery. IS Architecture's scope included a review of the APE and all changes in the ancillary area/construction right-of-way, archival research, field surveys, documentation, recordation, photography, and engineering required to complete the tasks laid out in the scope of work. If any changes resulted in using unsurveyed areas, IS Architecture provided surveys for the areas to locate any potentially significant cultural resources and evaluated the resources for NRHP eligibility.

The team consisted of professionals in the fields of architecture, architectural history, photography, and engineering in order to complete the tasks of this work plan laid out in the BETP under the General Avoidance Measures 1 & 2 (GAM #1&2) and the General Mitigation Measures 1 & 2 (GMM #1&2). To comply with GAM #1&2, a noise and vibration engineer, meeting the Secretary of the Interior's professional qualification standards with experience in acoustics engineering and vibration analysis, assessed the effects of the project on resources identified as historic and contributing. The architectural historians tasked with recordation and documentation met the Secretary of the Interior's Standards for Historic Preservation. The team worked with a structural engineer to assess inadvertent damage, protection, and stabilization of resources.

AECOM

Pasadena General Plan Implementation Program – North Lake Specific Plan Development Standards

Client: City of Pasadena, Planning & Community Development Department

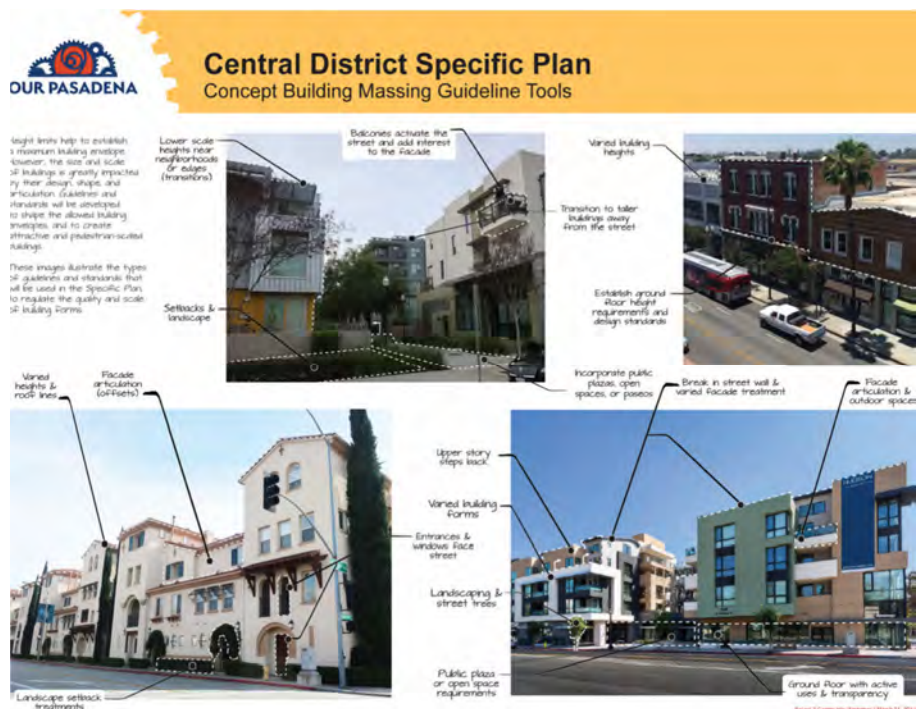


The City of Pasadena is long known for its beauty, traditions, and historic resources, arts and culture, and architecture, which have distinguished it from other mid-sized cities and enabled innovations in urban planning, transportation, and sustainability.

To support the City's continued effort towards innovation and high-quality design, AECOM is currently in the process of updating all eight specific plans in the city for the City of Pasadena's Planning & Community Development Department, which will implement the Pasadena General Plan, completed in 2015. AECOM is leading the updates for the Central District, East Colorado, and South Fair Oaks Specific Plans, which comprise all of Pasadena's greater downtown, and Lincoln, Fair Oaks/Orange Grove, North Lake, Lamanda Park, and East Pasadena, which comprise the Northwest and Northeast neighborhoods of Pasadena. The Specific Plans will include detailed development and design standards, land use regulations, and implementation measures. The Plans will also address transit- and pedestrian-oriented development, mixed-use development, sustainability and other topics.

Through a highly collaborative process, engaging multiple City departments, stakeholders, and the community, AECOM is responsible for the following:

- **Existing conditions analysis**, including GIS analysis, land use/urban design analysis, transportation, traffic and parking analysis, economic market, and fiscal analysis, and infrastructure analysis.
- **Community engagement**, including public outreach in the form of workshops, walking tours, and pop-up events, as well as City



of Pasadena Planning Commission and City Council updates and stakeholder engagement.

- **Market and financial feasibility testing** to ascertain market support, market timing, development feasibility, and implementation strategies for a range of land use prototypes for the specific plan areas.

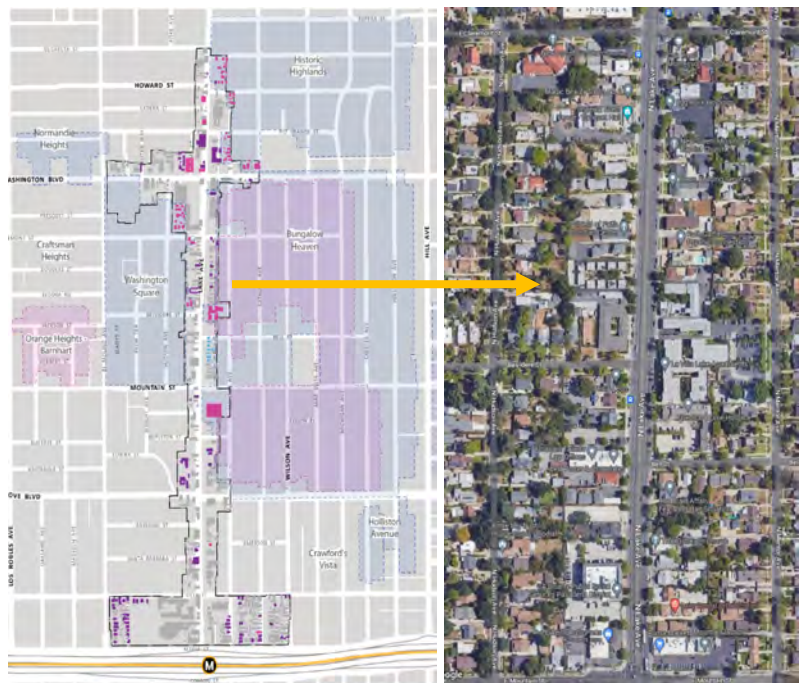
- **Development of Land Use / Urban Design scenarios** based on City Staff and public / stakeholder feedback, which serve as the guiding framework for land use, development, site design, building design, pedestrian connectivity, public / open/green space, and mobility.

- **Development standard physical feasibility testing** to better understand whether development can feasibility be constructed according to the new development standards, which is critical for validating whether the collective relations for Floor Area Ratio, height, parking, open space, setbacks, and others will create desirable architectural outcomes for new buildings, or whether they may unintentionally prevent certain types of development.

- **Preparation of Specific Plans, including all Plan text, diagrams, maps, and regulations**, focusing on implementation, including steps, roles, and responsibilities, and graphic, user-friendly formatting.

- **CEQA documentation** for staggered adoption of the eight Specific Plans in the City through the preparation of an Addendum for each Specific Plan, supported by updated technical analyses related to mobility, infrastructure and water supply assessment, and cultural records search.

AECOM created comprehensive sets of objective development and design standards for mixed-use and multi-family projects, suitable across a range of residential densities. In certain areas, additional standards were considered for distinct architectural styles; for example, a low-medium density mixed-use area surrounded by National Register historic districts in North Lake Specific Plan Development Standards. These standards were designed to permit the maximum density allowed by zoning, while creating an active, scaled street frontage and appropriate interior transitions to adjacent lower density uses. After approval, AECOM also converted the Specific Plan regulations into a simple text and graphic version for ease of inserting into the City's Zoning Code.



AECOM

City of Orange Objective Design Standards (2023-2024)

Client: City of Orange, Planning & Community Development Department

AECOM assisted the City of Orange with updating the existing Historic Preservation Design Standards to align with the Secretary of the Interior's Standards for the Treatment of Historic Properties with an emphasis on Rehabilitation when applied to both individual buildings and historic districts. AECOM environmental planners and architectural historians worked closely with City staff to refine existing design standards for additions, detached accessory buildings and structures, and new residential infill.

