

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090175-25-D, As-Needed Historic and Cultural Resource Planning Consultant Services for the City Planning Department

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090175-25-D, As-Needed Historic and Cultural Resource Planning Consultant Services for the City Planning Department (Consultant).

RECITALS

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

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

City wishes to retain Consultant to provide the planning services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONSULTANT SERVICES**

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

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

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

Bernard Turgeon, Senior Planner
City Planning Department
202 C Street, MS 413
619-533-6575
bturgeon@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

Page & Turnbull
Proposer

523 W. 6th Street, Suite 1013
Street Address


Los Angeles, CA 90014
City/State/Zip

415-593-3246
Telephone No.

dikas@page-turnbull.com
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:


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

July 1, 2025
Date Signed

BY:

Christine Dikas Brobst
Signature of
Proposer's Authorized
Representative

Christina Dikas Brobst
Print Name

Principal
Title

5/12/2025
Date

Approved as to form this 16 day of
July, 20 25.
HEATHER FERBERT, City Attorney

BY: 
Deputy City Attorney

R-316282

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

CONTRACTOR

Page & Turnbull
Proposer
523 W. 6th Street, Suite 1013
Street Address
Los Angeles, CA 90014
City/State/Zip
415-593-3246
Telephone No.
dikas@page-turnbull.com
E-Mail

BY:

Christine Dikas Brobst
Signature of
Proposer's Authorized
Representative
Christina Dikas Brobst
Print Name
Principal
Title
5/12/2025
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Claudia C. Barca
Print Name:
Claudia C. Barca
Director, Purchasing & Contracting Department
July 1, 2025
Date Signed

Approved as to form this 16 day of
July, 2025.
HEATHER FERBERT, City Attorney

BY: Shari Gorn
Deputy City Attorney

R-316282

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

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

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

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

Tab A - Submission of Information and Forms.

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

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

5. Reserved.

6. Reserved.

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

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

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

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

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

B. PRICING

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

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

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

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	10
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Firm's Capability to provide the services and expertise and Past Performance.	55
1. Background and experience in providing work identified in the Scope of Work	
2. Appropriate staffing levels to provide required services	
3. Qualifications	
4. Past/Prior Performance performing work described in the Scope of Work	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner	
6. Reference checks	
C. Cost	5
D. Demonstrated Diversity Commitment and Experience	15
1. This may include Firm policies and procedures; initiatives to recruit diverse employees; awards; in-house diversity programs; training; hiring statistics; evidence of outreach; memberships in diverse organizations.	
2. This may also include a prior work history on projects primarily addressing histories of minority or traditionally marginalized communities and their important historic resources.	

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

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

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

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

5. Conflict of Interest Certification.

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

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

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

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

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

B. SCOPE OF SERVICES

The City Planning Department is responsible for long-range planning throughout the City, which includes updating and amending community plans and development regulations to help address the City's housing, equity, climate, public spaces, conservation, and heritage preservation goals. The consultant's services will support the Department's work program initiatives being conducted by each division. However, it is anticipated that the Environmental Policy & Public Spaces Division will primarily use the consultant services to carry out the Department's Heritage Preservation work program.

The consultant will be on an as-needed basis.

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

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

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

To be considered responsive, Consultants must submit proposals that include all of the Services below (1-4).

C. DELIVERABLES

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

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

1. IDENTIFICATION OF HISTORICAL AND CULTURAL RESOURCES

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

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

2. ARCHITECTURAL DESIGN STANDARDS

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

3. PROJECT ADMINISTRATION

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

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

4. COMMUNITY OUTREACH AND ENGAGEMENT

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

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

D. EXPERIENCE AND QUALIFICATIONS

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

E. SELECTION PROCESS FOR EACH ASSIGNMENT

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

When the Department embarks on a new project or initiative (Project), the Department will send a brief statement regarding the Project and the assignment (task) to the on-call Consultants. To be considered, the on-call consultants will need to prepare a response identifying the proposed team, consistent with submitted rates, an estimated preliminary budget, scope of work and availability during the assignment. The Department will convene an Evaluation Committee to review and evaluate the responsive submittals and will select a Consultant that is best qualified for the Project and assignment. Once a consultant is selected for a given Project, the Department may award subsequent assignments (tasks) on the same Project to the same consultant awarded the initial assignment without further invitations for proposals from the other Consultants. This practice enables operational efficiencies and continuity of Project knowledge essential for efficient operations. The Department will

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

F. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

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

G. REFERENCES

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

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

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

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

H. TECHNICAL REPRESENTATIVE

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

I. PRICING SCHEDULE

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

1. Labor classifications listed as 1 and 2, are detailed in Section F. Labor Classifications.
2. Position Title is to be the position title within the Proposer's organization.
3. Proposers shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section F. Labor Classifications.
4. All classifications described in this pricing schedule should be listed, whether services are performed by Proposer or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

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

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

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
GRANT AGREEMENT REQUIREMENTS

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

The Parties mutually affirm that the above-referenced Grant Agreement is hereby incorporated into the Contract (attached as Exhibit E) and the Parties mutually agree to comply with all Grant Agreement terms applicable to this Contract. Additionally, if the Grant Agreements contain terms that are not included or are omitted from the Contract terms, the additional Grant Agreement terms shall apply. In the event of a contradiction between the insurance terms of the Contract and the equivalent insurance terms in the Grant Agreements, the terms imposing the higher standards and levels of coverage shall apply. In the event of a contradiction between general terms of the Contract and the equivalent terms in the Grant Agreement applicable to this contract, the Grant Agreement terms shall apply. As an aide to the Consultant for distilling the Grant Agreement terms, the significant Grant Agreement terms applicable to the Consultant are identified below:

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

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

EXHIBIT E

2024 HISTORIC PRESERVATION FUND GRANT

PROJECT No. Co8424010

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

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

SUBGRANT PROGRAM

2024 HISTORIC PRESERVATION FUND GRANT

PARTICIPANT

CITY OF SAN DIEGO

PROJECT PERIOD

OCTOBER 1, 2024 - APRIL 30, 2026

PROJECT NUMBER

C08424010

PROJECT SCOPE

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

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

The project will include the following:

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

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

PROGRESS REPORTS

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

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

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

PROJECT FUNDING

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

Minimum contribution of the Participant to match Federal grant funds:

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

AGENCY

STATE DEPARTMENT OF PARKS AND RECREATION

BY



TITLE

STATE HISTORIC PRESERVATION OFFICER

DATE

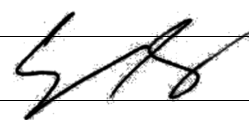
11/19/2024

PARTICIPANT

CITY OF SAN DIEGO

BY

Casey Smith



TITLE

Deputy Chief Operating Officer

DATE

10/23/2024

REPORT SCHEDULE

7 February 2025: Select As-Needed Consultant

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

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

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

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

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

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

- Submittal of framework and methodology to OHP for review.

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

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

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

- First Phase of the Citywide Historic Context Statement.

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

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

GENERAL PROVISIONS

I. GENERAL

A. Performance

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

B. Cost Sharing/Matching Requirement.

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

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

D. Agreement Termination

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

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

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

II. PROJECT EXECUTION

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

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

D. Reporting.

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

III. FINANCIAL ADMINISTRATION

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

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

C. Volunteer Services.

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

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

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

D. Billing.

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

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

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

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

IV. CHANGES

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

V. REPORTS AND RECORDS

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

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

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

VI. OTHER REQUIREMENTS

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

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

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

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

M. **Public Information and Endorsements**

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

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

O. **Audit Requirements**

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

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

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

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

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

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

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

6. Payroll Records

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

10090175-25-D

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

B. BIDDER/PROPOSER INFORMATION:

Christina Dikas		Page & Turnbull	
Legal Name		DBA	
523 West 6th Street Suite 1013	Los Angeles	CA	90014
Street Address	City	State	Zip
Principal in Charge	(415) 362-5154		
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.

Peter Birkholz	President
Name	Title/Position
Oakland, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
18.69%	
Interest in the transaction	

John Lesak	Vice President
Name	Title/Position
Los Angeles, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
18.69%	
Interest in the transaction	

Ruth Todd	Vice President
Name	Title/Position
Fairfax, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
1.87%	
Interest in the transaction	

Lada Kocherovsky	Treasurer
Name	Title/Position
Main, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
18.69%	
Interest in the transaction	

Carolyn Kiernat	Secretary
Name	Title/Position
Marin, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
18.69%	
Interest in the transaction	

Christina Dikas	Principal
Name	Title/Position
San Mateo, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
9.35%	
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: 01/01/1973 State of incorporation: California

List corporation's current officers:

President:	<u>Peter Birkholz</u>
Vice Pres:	<u>John Lesak</u>
Secretary:	<u>Carolyn Kiernat</u>
Treasurer:	<u>Lada Kocherovsky</u>

Type of corporation: C ☐ Subchapter S ☒

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

If **Yes**, after what date: 01/01/1973

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: BMO

Point of Contact: Maximillian Sartaguda

Address: 301 Mission Street, San Francisco, CA 94105

Phone Number: (415) 218-9779

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.: **B2009032503** Year Issued: **2009**

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: **City of Santa Barbara**

Contact Name and Phone Number: Nicole Hernandez, 805.564.5536
Contact Email: NHernandez@SantaBarbaraCA.gov
Address: 630 Garden Street, Santa Barbara, CA 93101
Contract Date: November 1, 2021
Contract Amount: \$ 40,000.00
Requirements of Contract: Santa Barbara African American & Black Historic Context Statement

Company Name: City of San Jose
Contact Name and Phone Number: Dana Peak Edwards, 408.535.3500
Contact Email: dana.peak@sanjoseca.gov
Address: 200 E Santa Clara Street, 3rd Floor, San Jose, CA 95113
Contract Date: July 12, 2022
Contract Amount: \$ 83,490.00
Requirements of Contract: Martha Gardens Historic Resources Survey & Specific Plan Update
Company Name: City of Palo Alto
Contact Name and Phone Number: Amy French, 650.329.2336
Contact Email: amy.french@cityofpaloalto.org
Address: 250 Hamilton Ave, 5th Floor, Palo Alto, CA 94301
Contract Date: November 1, 2020
Contract Amount: \$ 123,175.00
Requirements of Contract: Palo Alto Historic Preservation On-Call Consultations

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ Yes ☒ No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

☐ Yes ☒ No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # 20000919
- 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: N/A

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.

Company Name: N/A

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.

Christina Dikas, Principal in Charge



8/20/24

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

N/A

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.

Christina Dikas

Print Name, Title

Christina Dikas

Signature

08/20/2024

Date

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: Page & Turnbull

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 170 Maiden Lane, 5th Floor

City: San Francisco County: San Francisco State: CA Zip: 94108

Telephone Number: 415.362.5154 Fax Number: N/A

Name of Company CEO: Peter Birkholz, AIA, LEED AP, President

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: _____

Type of Business: S-Corporation Type of License: _____

The Company has appointed: Carolyn Kiernat, AIA, Principal

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: 170 Maiden Lane, 5th Floor, San Francisco, CA 94108

Telephone Number: 415.593.3218 Fax Number: N/A Email: kiernat@page-turnbull.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 Page & Turnbull

(Firm Name)

San Francisco

CA

(County)

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 20th day of August, 2024

Christina Dikas

(Authorized Signature)

Christina Dikas

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Page & TurnbullDATE: 08.20.2024OFFICE(S) or BRANCH(ES): San FranciscoCOUNTY: San Francisco

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											2	4		
Professional			2	1	1	4					10	16		2
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			1			2					1	3		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column			3	1	1	6					13	23		2
--------------------	--	--	---	---	---	---	--	--	--	--	----	----	--	---

Grand Total All Employees

49

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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

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



City of San Diego

As-Needed Historic & Cultural Resource Planning Consultant Services

Response to Request for Proposals No. 10090175-25-D

20 AUGUST 2024
[P24109]

PREPARED FOR THE CITY OF SAN DIEGO

PAGE & TURNBULL





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Damian Singleton
Senior Procurement
Contracting Officer
DSingleton@sandiego.gov

RE: RFP No. 10090175-25-D As-Needed Historic and Cultural Resource Planning Consultant Services for the City Planning Department

Dear Damian and Members of the Selection Committee,

Page & Turnbull is one of the first architecture and planning firms in California to focus its practice on historic preservation, and has provided cultural resources preservation services for over 50 years. We are uniquely qualified to assist the City of San Diego because of our extensive experience providing similar on-call preservation planning services to cities throughout California, and years of experience with projects in your city.

Our work includes preparing historic evaluations, historic context statements, individual and district nominations, and multiple property designation forms; conducting reconnaissance and intensive historic resource surveys; preparing design guidelines and standards; and facilitating public engagement. We undertake all of these project types with the goal of helping our clients advance their city's preservation programs. We have experience with engaging underrepresented communities and documenting their histories in historic context statements and oral histories. We understand local and state review processes and are confident that we can provide historic preservation guidance and prepare high-quality deliverables within mutually established schedules and budgets.

Each project team member meets or exceeds the Secretary of the Interior's Professional Qualifications for History or Architectural History and is thoroughly familiar with national historic preservation standards and California Office of Historic Preservation requirements. I will serve as Principal-in-Charge, responsible for the overall delivery of the project. With additional support from our large staff of qualified architectural historians and cultural resources planners, our project team can offer services tailored to your needs and is available to begin work immediately. Both Flora Chou and Hannah Simonson will serve as Project Managers. They are senior cultural resources planners, with extensive experience managing complex projects with large teams and long timelines. Additionally, they both have experience managing historic context statements and surveys in the City of San Diego.

We are eager to work with the **San Diego City Planning Department to provide As-Needed Historic and Cultural Resource Planning Consultant Services for Services 1-4** and look forward to speaking with you further about our qualifications. If you have any questions, please contact me.

Sincerely,

Christina Dikas
Principal in Charge
dikas@page-turnbull.com | 415.593.3246

We **imagine change** in historic and contemporary environments to cultivate thriving, sustainable, and resilient communities.

Page & Turnbull

PAGE&TURNBULL imagines change in historic and contemporary environments to cultivate thriving, sustainable, and resilient communities. Our mission is to understand the past and apply the lessons learned to revitalize historic buildings and places to benefit current and future users.

For 50 years, Page & Turnbull has led architecture, preservation, and planning projects for civic, cultural, educational, and commercial clients. Our work has impacted some of California’s most significant buildings and, more importantly, our projects have made a difference in people’s lives. For the staff of architects, architectural historians, cultural resource planners, and materials specialists who work at Page & Turnbull, preservation is more than just saving old buildings. **Preservation and adaptive reuse are about valuing a community’s stories and envisioning a better future.**



One Firm, Three Studios

ARCHITECTURE & HISTORIC ARCHITECTURE We work as architect of record, design architect, preservation architect, and preservation consultant collaborating with specialty disciplines to re-envision existing and historic buildings, integrate modern systems, and design contemporary interventions.

CULTURAL RESOURCE PLANNING Architectural historians and cultural resources planners evaluate historic resources including individual buildings, landscapes and entire communities, to assess their historic integrity. The studio is proficient in authoring a wide range of reports, developing and implementing mitigation measures, and completing National Register and California Register documentation.

PRESERVATION AND MATERIALS TECHNOLOGY Materials specialists conduct conditions surveys, materials analyses and testing, sequential dating, and other investigative processes to understand historic building methods and materials and to uncover the work of early craftspeople.



LEGAL NAME OF FIRM

Page & Turnbull, Inc.

ESTABLISHED / INCORPORATED

1973 / 1975

FIRM SIZE

50 full-time employees

CULTURAL RESOURCE STUDIO SIZE

11 full-time employees

OFFICES

Los Angeles	Sacramento
San Francisco	San Jose

OFFICE CONDUCTING WORK

523 W 6th Street, Suite 1013
Los Angeles, CA 90014
Main: 213.221.1200

ORGANIZATION

S-Corporation

PRIMARY EXPERTISE

Architectural Design
Historic Preservation
Historic Architecture
Cultural Resources Planning & Research
Preservation Technology
Materials Conservation
Urban Planning

M/W/SBE CERTIFICATIONS

State of California Small Business
Enterprise (SBE)
CA DGS Cert. No 10737

State of California Women-Owned
Business Enterprise (WBE)
CUPC Cert. No. 20000919

SAN FRANCISCO 415-362-5154

LOS ANGELES 213-221-1200

SACRAMENTO 916-930-9903

SAN JOSE 408-320-7911

www page-turnbull.com

@pageturnbull

pageturnbull

Firm Staffing & Key Personnel

Client

City of San Diego

Prime Consultant

Page & Turnbull (SBE, WBE)

Christina Dikas | Principal

Flora Chou, LEED AP | Associate Principal, Project Manager

Hannah Simonson | Senior Associate, Project Manager

Barrett Reiter | Associate, Cultural Resource Planner

Clare Flynn | Associate, Cultural Resource Planner

Stephanie Hodal | Cultural Resources Planner

Page & Turnbull, a full-service architecture, preservation, and planning firm, will fulfill all service categories (1) Project Administration, (2) Identification of Historical & Cultural Resources, (3) Architectural Design Standards, (4) Community Outreach & Engagement required through the City of San Diego’s As-Needed Historic & Cultural Resource Planning Consultant Services contract. We will manage the contract with staff from our Cultural Resources Planning studio - all of whom meets the Secretary of the Interior’s Professional Qualification Standards for History and Architectural History.

As Principal in Charge, **Christina Dikas**, will be responsible for the quality and suitability of all deliverables, and guide the team to ensure that the project goals and milestones are in alignment with the city’s expectations.

Project Managers, **Hannah Simonson** and **Flora Chou**, LEED AP, will be assigned to alternating task orders. They will serve as the day-to-day contact for the city - providing regular updates regarding schedule and budget. All task order deliverables will be reviewed by either respective PMs prior to their submittal. We have established an internal peer review process to cross check accuracy of our submittals and adherence to office standards.

Our Cultural Resources Planners / Architectural Historians **Barrett Reiter**, **Stephanie Hodal**, and **Clare Flynn** have experience preparing a variety of historic research efforts and reports, including, but not limited to: Historic Resource Evaluation Technical Reports; Historic Context Statements and Surveys; Historic Structure Reports; Design Guidelines and Standards; individual and district nominations, including National Register Multiple Property Submissions; HABS/HAER reports, oral histories, preservation policy, procedures and ordinance updates, Historic Preservation Elements in General Plans, and training on preservation topics. They frequently identify, document, and evaluate historic properties for planning and environmental compliance purposes.

A detailed description of each team member’s qualifications for



Christina Dikas

Principal

Christina is an Architectural Historian and Director of Page & Turnbull’s Cultural Resources Planning Studio with over 18 years of experience. With her extensive expertise in surveying, researching, and evaluating historic properties, Christina stands out for her exceptional communication skills and keen sensitivity to clients’ needs, prioritizing flexibility and open dialogue. In her work, she values the sense of place, historical perspective, and sustainability inherent in cultural resource management and historic preservation. She has lead numerous Historic Resource Evaluations (HREs), Surveys, Section 106 Technical Reports, and historic resources chapters of General Plans, Specific Plans, Design Guidelines, and other planning documents. Christina meets the Secretary of the Interior’s Professional Qualification Standards (36 CFR Part 61) for Architectural History.



RELEVANT PROJECT EXPERIENCE

- Southeastern San Diego Historic Context Statement
- San Ysidro Reconnaissance Survey and Historic Context Statement Revisions
- City of San Francisco. Historic Preservation On-Call Services
 - San Francisco Modern & Postmodern Architectural Styles Historic Context Statement
 - San Francisco Cemeteries, Columbaria & Funeral Homes Historic Context Statement
- Palm Springs Zoning Code & Historic Preservation Ordinance Update
- Martha Gardens Specific Plan Update & Historic Resources Survey, San José
- Pacific Grove Historic Context Statement & Historic Resources Inventory Update
- Pebble Beach Historic Context Statement
- Mountain View Historic Context Statement, Survey, Preservation Ordinance & Register Update
- Mill Valley Historic Context Statement & Survey Update
- SurveyLA (Year 1, Group 1: Sunland, Tujunga, Shadow Hills, West Hollywood), Los Angeles
- Downtown Napa Intensive-Level Survey & Context Statement
- Professorville Historic District Design Guidelines, Palo Alto
- San Mateo Baywood Historic District National Register Nomination
- Sacramento Historic District Plans
- Anchorage’s South Addition Historic Context Statement, Historic Resource Inventory, Reconnaissance Survey, Anchorage
- Palo Alto Eichler Neighborhood Design Guidelines

EDUCATION

University of Virginia, Master of Architectural History, Certificate in Historic Preservation

University of California, Los Angeles, Bachelor of Arts in Sociology, Minor in Museum Studies

AFFILIATIONS

California Preservation Foundation, Board of Trustees

San Francisco Architectural Heritage, Member



Flora Chou LEED AP

Project Manager | Associate Principal

Flora has over 20 years of experience researching and evaluating sites for their historic eligibility, applying the Secretary of the Interior’s Standards to project reviews; and complying with CEQA and other regulatory requirements for historic resources. Her expertise with historic sites ranges from mid-19th century adobe structures to mid-20th century modern buildings. She works to integrate historic preservation with urban planning, sustainable design, and community development while incorporating diverse cultural resources more fully into the field.

Prior to joining Page & Turnbull, Flora was a Preservation Advocate for the Los Angeles Conservancy. She has served on the national board of Docomomo US, a nonprofit organization dedicated to the documentation and conservation of buildings, sites and neighborhoods of the Modern Movement, since 2013. Flora meets the Secretary of the Interior’s Professional Qualification Standards (SF 36 CFR Part 61) for Architectural History.



RELEVANT PROJECT EXPERIENCE

- City of San Diego On-Call Planning Services
 - San Diego Mid-City Community Plan Update Historic Context Statement & Survey
 - San Diego College Area Historic Context Statement
 - San Diego Bungalow Courts Historic Context Statement
- Whittier Historic Districts Historic Context Statement and Survey
- Santa Barbara African American & Black Historic Context Statement
- California in the 20th Century Multiple Property Documentation Form (MPDF) Feasibility Study
- Glendale Race/Ethnicity Historic Context Statement
- Asian American Pacific Islanders in California, 1850-1970 Historic Context Statement and Multiple Property Documentation Form (MPDF)
- Korean Americans in Los Angeles Historic Context Statement and Multiple Property Documentation Form (MPDF)
- SurveyLA Pilot Surveys, Los Angeles
- Orange Design Standards for Eichler Tract Historic Districts
- NASA Jet Propulsion Laboratory Survey, Inventory & Context Statement, Pasadena
- Palm Springs Zoning Code Update
- West Hollywood Financial Incentives for Maintaining Historic, Rent-Stablized Apartments
- Torrance City Ordinance and Preservation Plan for the Torrance Tract Neighborhood
- UCLA Historic Preservation On-Call Consultation

EDUCATION

Columbia University, Master of Science in Historic Preservation

Claremont McKenna College, Bachelor of Arts in International Relations and History

ACCREDITATIONS

LEED Accredited Professional

AFFILIATIONS

Docomomo US, Board Member

Friends of the Michael White Adobe, Board Member



Hannah Simonson

Project Manager | Senior Associate

Hannah, a Cultural Resources Planner and seasoned project manager, has over 9 years of experience working on historic resource evaluations, project impact analysis, historic resource surveys, historic context statements, HABS documentation projects, and illustrated design guidelines. Hannah also has experience assessing and inventorying buildings and public art, conducting material conditions assessment fieldwork, and using ArcGIS to conduct small- and large-scale historic resource surveys.

Based in P&T’s Los Angeles office, Hannah’s personal research interests are in Modernist architecture and landscapes and recent past resources. Active in Docomomo US and the California Preservation Foundation, she brings an enthusiasm for preservation and a rigorous research ethic to projects of all types. Hannah meets the Secretary of the Interior’s Professional Qualification Standards (SF 36 CFR Part 61) for Architectural History.

RELEVANT PROJECT EXPERIENCE

- City of San Diego On-Call Planning Services
 - San Diego Mid-City Community Plan Update Historic Context Statement & Survey
- City of San Francisco. Historic Preservation On-Call Services
 - San Francisco Modern & Postmodern Architectural Styles Historic Context Statement
- City of Long Beach Historic Preservation On-Call Services
 - Long Beach Cultural Heritage Commission Training Workshops
- UCLA Historic Preservation On-Call Consultation
 - UCLA IPAM/Portola Plaza Building Historic Resource Evaluation
 - UCLA School of Law Historic Resource Evaluation
- Whittier Historic Districts Historic Context Statement and Survey
- Palm Springs Zoning Code & Historic Preservation Ordinance Update
- Mountain View Historic Context Statement, Survey, Preservation Ordinance & Register Update
- California in the 20th Century Multiple Property Documentation Form (MPDF) Feasibility Study
- 12 Charles Hill Circle, Orinda Local Landmark Designation
- San Jose Martha Gardens Historic Resources Survey
- Orange Design Standards for Eichler Tract Historic Districts
- Palo Alto Eichler Neighborhood Design Guidelines
- Mill Valley Historic Context Statement & Survey
- Pacific Grove Historic Resources Inventory Survey Update

EDUCATION

The University of Texas at Austin,
Master of Science in Historic Preservation

Reed College, Bachelor of Arts in Religion

AFFILIATIONS

Docomomo US/SoCal, Vice President

Docomomo US/NOCA, President, 2019-2023

California Preservation Foundation, Member



Barrett Reiter

Cultural Resource Planner | Associate

Barrett is an architectural historian and preservationist focused on tangibly improving the built environment through high-quality research, well-formulated planning and architectural documentation; and creating detailed, thoughtfully designed materials for all use cases. She has historic preservation and consulting experience not only in her native city of San Francisco, but in New York as well, where she completed her graduate education and worked at the New York City Landmarks Preservation Commission. Areas of her personal interest include the reuse of New Deal-era post offices and the neo-Grec style. Barrett meets the Secretary of the Interior’s Professional Qualification Standards (SF 36 CFR Part 61) for Archaeology, History, and Architectural History.

RELEVANT PROJECT EXPERIENCE

- City of San Diego On-Call Planning Services
 - San Diego College Area Historic Context Statement
 - San Diego Mid-City Community Plan Update Historic Context Statement & Survey
- Glendale Race/Ethnicity Historic Context Statement
- City of San Francisco Historic Planning On-Call Consultation Services
 - San Francisco Cemeteries, Columbaria & Funeral Homes Historic Context Statement
 - San Francisco Large Apartments Historic Context Statement
- Petaluma General Plan Update
- San Mateo Baywood Historic District National Register Nomination
- Hobart Building National Register Nomination
- Santa Rosa Downtown Station Area Specific Plan (DSASP)
- San Jose Historic Landmark Commission Annual Retreat Training
- Castro Theater Tax Credit Certification, San Francisco
- Mainzer Theater Tax Credit Certification, Merced
- Pierpoint Inn Consultation, Ventura
- City of Palo Alto Historic Preservation On-Call Services
 - Cardinal Hotel, 235 Hamilton Avenue Historic Resource Evaluation
 - 759 Homer Avenue, Palo Alto Historic Resource Evaluation and SOIS Memo
 - 3150-3160 El Camino Real, Palo Alto. DPR Forms, Historic Resource Evaluation



EDUCATION

Columbia University, Master of Science,
Historic Preservation

University of Pittsburgh, Bachelor of Arts,
History and Political Science; minor
in Historic Preservation

AFFILIATIONS

Docomomo US/NOCA, President

San Francisco Architectural Heritage, Member

Vernacular Architecture Forum, Member

Society of Architectural Historians, Member



Clare Flynn

Cultural Resource Planner | Associate

Clare is a Cultural Resources Planner with experience in researching, documenting, and evaluating historic buildings, sites, districts, and cultural landscapes, including the history of under-recognized communities. She has conducted reconnaissance and intensive surveys and developed preservation design guidelines for historic districts. Clare has worked on some of P&T’s most important projects, including the City of Sacramento’s African American Experience, and the Santa Barbara African American Historic Context Statement, which was recognized in 2023 by Fast Company for Equitable Historic Preservation. In addition to her work with under-recognized communities, her specialties include preparing federal historic preservation tax credits and evaluating cultural landscapes. Clare the Secretary of the Interior’s Professional Qualification Standards (SF 36 CFR Part 61) for Architectural History.



RELEVANT PROJECT EXPERIENCE

- City of San Diego On-Call Planning Services
 - San Diego Bungalow Court Historic Context Statement
 - San Diego College Area Historic Context Statement
- Sonoma Objective Design Standards
- Sonoma Historic District Review
- Santa Barbara African American Historic Context Statement
- Sacramento Historic District Plans
- Sacramento LGBTQ+ Historic Context & Survey
- Sacramento African American & Black Experience Project
- Sacramento General Plan Update
- Hollywood Bowl National Register Nomination, Los Angeles
- Shipwright’s Cottage National Register Nomination, San Francisco
- Hobart Building National Register Nomination
- Mainzer Theater Tax Credit Certification, Merced
- Jesse M Unruh Building Historic Structure Report & Criteria Documents
- Stockton Boulevard Plan
- City of Palo Alto Historic Planning On-Call Services
 - 340 Coleridge Avenue, Palo Alto Historic Recourse Evaluation Peer Review
 - 1400 Cowper Street, Palo Alto. DPR Forms

EDUCATION

University of Edinburgh, Scotland,
Master of Arts, Architectural Conservation

University of California, Los Angeles, Bachelor
of Arts, History



Stephanie Hodal

Cultural Resource Planner

Stephanie is a Cultural Resource Planner who has spent 2 years specializing in the research, documentation, and evaluation of historic resources. Her expertise spans various project types, including institutional, municipal, commercial, and educational sectors. This broad experience informs her preservation approach, which is characterized by a deep respect for historical integrity and a dedication to repurposing buildings for future use.

Additionally, Stephanie brings a rich background in architecture and preservation from her tenure as the Marketing and Communications Director at Venturi Scott Brown in Philadelphia, as well as through her involvement with several design-focused nonprofits. Stephanie meets the Secretary of the Interior’s Professional Qualification Standards (SF 36 CFR Part 61) for Architectural History.



RELEVANT PROJECT EXPERIENCE

- Asian American Pacific Islanders in California, 1850-1970 Historic Context Statement and Multiple Property Documentation Form (MPDF)
- Whittier Historic District Historic Context Statement and Survey
- UCLA Historic Preservation On-Call Consultation
 - UCLA Chancellor’s Residence Renovation Consultation
 - UCLA Sunset Canyon Recreation Center CEQA Consultation
- City of West Hollywood Historic Assessment On-Call
 - 7705 Norton Avenue, West Hollywood Historic Resource Assessment
 - 105 N. Edinburgh Avenue, West Hollywood Historic Resource Assessment
 - 8936 Dicks Street, West Hollywood Historic Resource Assessment
- City of Palo Alto Historic Preservation On-Call Services
 - 340 Churchill Avenue, Palo Alto DPR Forms
- 901 Hermosa Avenue, Hermosa Beach Historic Resource Assessment
- 1550 Oak Grove Historic Resources Evaluation, San Marino
- 9884 South Santa Monica Blvd Secretary of Interiors Standards Analysis, Los Angeles
- Goleta Community Center Accessibility Standards and Guidelines, Goleta
- 312 North Spring Street US Courthouse Modernization, Los Angeles
- Garfield Building Historic Resource Study, Los Angeles
- Anderton Court Secretary of Interiors Standards Analysis, Beverly Hills
- 938 Alpine Drive Historic Resource Evaluation, Beverly Hills

EDUCATION

University of Southern California, Master of
Arts in Heritage Conservation

Boston Architectural College, Certificate in
Historic Preservation and Conservation

Smith College, Bachelor of Arts in American
Studies

Experience Matrix

	San Diego Bungalow Court Historic Context Statement	San Diego College Area Historic Context Statement	Long Beach Training Workshops	San Diego Mid-city Historic Context Statement	Monterey Path of History	NASA JPL Objective Design Standards	OHP Home, Safe Home Public Education Training	Orange Design Standards for Eichler Tract Historic Districts	Palo Alto Eichler Design Guidelines	Sacramento Historic District Plans	San Francisco Survey	San Jose Eichler Neighborhood Objective Design Standards	Santa Barbara African American and Black Historic Context Statement	Sacramento African American Project	Sonoma Objective Design Standards	Southeaster San Diego Historic Context Statement	Torrance Preservation Ordinance	West Hollywood Neighborhood Conservation Overlay & Design Guidelines	San Luis Obispo Design Reivew Workshops	Professorville Historic District Design Guidelines	Mountain View Historic Context Statement and Citywide Survey	Asian Americans in Los Angeles Historic Context Statement & MPDF	Sacramento General Plan R Street Corridor Survey & Historic District Nomination	West Hollywood Incentives for Designated Historic Multi-Family Properties
Identification of Historical and Cultural Resources	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●		●	●	●	●	
Architectural Design Standards						●		●	●	●		●			●			●		●			●	●
Project Administration	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Community Outreach & Engagement			●		●		●	●	●	●	●		●	●			●	●	●		●	●		●

Context Statements & Surveys

Whittier Historic Districts Historic Context Statement & Survey (in progress)	Korean Americans in Los Angeles, 1905-1980, SurveyLA efforts, August 2018
San Diego Mid-City Historic Context Statement & Focused Reconnaissance Survey (in progress)	Sacramento General Plan, R Street Corridor Survey, March 2015
Sacramento LGBTQ+ Historic Context Statement (In progress)	Southeastern San Diego Historic Context Statement, August 2014
San Francisco Modern & Postmodern Architectural Styles, 1960-2000 Historic Context Statement (in progress)	Pebble Beach Historic Context Statement, June 2013
San Francisco Large Apartments Historic Context Statement (in progress)	SOMA Filipino Heritage Addendum to the South of Market Historic Context Statement, San Francisco, March 2012
Mountain View Historic Context Statement and Citywide Survey (in progress)	Pacific Grove Historic Resources Inventory and Historic Context Statement, October 2011
Sacramento African American Black Experience Project Historic Context Statement, June 2023	Arroyo Grande Historic Context Statement and Historic Resources Survey, August 2011
San Jose Martha Gardens Specific Plan Historic Resources Survey, April 2023	Sunland-Tujunga, Shadow Hills, Lake View Terrace, and Hollywood SurveyLA Group 1, June 2011
Asian Americans and Pacific Islanders in California, 1850-1970 Amended Context, adding new themes and an additional community, Vietnamese Americans, 2023	Japantown Historic Context Statement, San Francisco, revised May 2011
Glendale Historic Context Statement, focused on theme of race/ethnicity, 2023	Riverside Brockton-Arcade Survey and Magnolia Center Historic Resources Survey, February 2011
Santa Barbara African American & Black Historic Context Statement, August 2022	San Ysidro Reconnaissance Survey and Historic Context Statement, October 2010
San Diego College Area Historic Context Statement, September 2021	Heritage Napa Historic Resource Inventory Update & Surveys, February 2010
San Diego Bungalow Courts and Apartment Courts Historic Context Statement, September 2021	NASA Jet Propulsion Laboratory Survey, Inventory, & Historic Context Statement, Pasadena, December 2009
Sacramento Historic District Plans, December 2019	Project PRISM (Preserve Richmond to Interpret & Support Memories) Historic Context Statement, Richmond, October 2009
Asian American Pacific Islanders in California, 1850-1970 Statewide Historic Context Statement, October 2019	City of Charleston Historic Preservation Plan Update, January 2008
Pacific Grove Historic Resources Inventory update, October 2019	Mission / SOMA Area Plans Historic Resource Survey, San Francisco, December 2006
Mill Valley Historic Context Statement & Survey update, September 2018	

RELATED EXPERIENCE /

San Diego College Area Historic Context Statement

City of San Diego | 2021-2022 | 7,200 acres | Historic Context Statement, Historic Resource Survey



Page & Turnbull completed a Historic Context Statement for the College Area Community Plan Area to support ongoing efforts at completing a comprehensive update to the College Area Community Plan and an associated Programmatic Environmental Impact Report.

The HCS covered development history from 1846 to 1974, and focused on development trends that shaped the built resources of the area. Several themes, spanning from early agricultural development through post-World War II development of residential tract housing, were described. Eligibility requirements for potential historic resources related to each theme, as well as “study lists” for potential historic resources that were identified through a reconnaissance-level windshield survey, were provided to guide the evaluation of historic resources for listing in the National Register, California Register, and/or San Diego Register of Historic Resources.

Santa Barbara African American & Black Historic Context Statement

City of Santa Barbara | 2021-2022 | Citywide | Historic Context Statement, Oral Histories, Community Engagement



This Historic Context Statement (HCS), an award-winning project recognized by the American Planning Association, focused on the African American community in Santa Barbara. The city and local activists obtained funding for the HCS to help identify and designate key historic sites significant to the community, highlighting their contributions to the city’s fabric.

The HCS provides a detailed historical overview of the community’s evolution, primarily in the city’s Eastside. It explores themes such as migration, residential patterns, religious organizations, civil rights, and cultural contributions. A crucial element of the project’s success was community engagement through workshops led by HJSB, a Black women-led group of local activists and historians. These sessions enabled valuable community input, enriching the research with personal histories and experiences.

San José Martha Gardens Historic Resources Survey

City of San José Planning Division | 2022-2023 | 516 parcels | Historic Resources Survey, DPR Forms



The Martha Gardens Historic Resources Survey project is part of a citywide effort to survey San José’s historic resources in the area for the purpose of identifying, evaluating, and nominating National Register, California Register, and City of San José’s Historic Resource Inventory eligible resources as well as informing city planning and preservation planning processes. Page & Turnbull acted as the primary consultant to complete a reconnaissance-level survey of the neighborhood, followed by an intensive-level field survey of properties that appeared to be potentially significant and eligible for designation at the local, state, and/or national level. These efforts led to archival research on building histories, ownership, and occupancy, resulting in California Department of Parks and Recreation (DPR) 523 forms to potentially identify historic resources, aiding future city planning and preservation decisions.

Design Guidelines & Standards

Mountain View Downtown Precise Plan with Objective Design Standards (in progress)

Downtown and Central Redwood City Plan with Objective Design Standards (in progress)

San Jose Eichler Neighborhood Objective Design Standards (in progress)

Sonoma Objective Design Standards (in progress)

Oakland Objective Design Standards, August 2023

Sonoma Developmental Center Specific Plan, August 2022

Sacramento Historic District Plans, December 2019

Palo Alto Eichler Neighborhood Design Guidelines February 2018

Orange Design Standards for Eichler Tract Historic Districts, January 2019

Potrero Power Plant Design for Development Standards, August 2019

Downtown Sonoma Historic Preservation Design Guidelines, March 2017

Los Angeles County Hall of Records Design Guidelines, September 2017

Alameda Point Main Street Neighborhoods Specific Plan Historic District Principles and Infill Guidelines, June 2016

Professorville Historic District Design Guidelines, April 2016

West Hollywood Neighborhood Conservation Overlay Zone & Design Guidelines, November 2014

Downtown Napa Historic Resources Design Guidelines, March 2012

Riverside Brockton-Arcade Survey and Magnolia Center Historic District Guidelines, February 2011

NASA Jet Propulsion Labroatory Design Standards for Individual Resources, Pasadena, December 2009

NASA Jet Propulsion Labroatory Design Guidelines, Pasadena, December 2009

City of Charleston Historic Preservation Plan Update, January 2008

RELATED EXPERIENCE /

Orange Design Standards for Eichler Tract Historic Districts

City of Orange | 2016-2019 | 306 properties; 3 tracts | Design Guidelines, Community Outreach



This award-winning project is an excellent example of community participation in tailoring design guidelines to what is important for the community. Page & Turnbull developed Design Standards for the protection and preservation of three districts containing Eichler Homes, Inc. housing tracts. Our team worked with an advisory committee of Eichler owners from all three tracts to vet options. Feedback was then sought through several community-wide workshops.

The results are clear requirements and recommendations that will be used by the City's Design Review Committee and Community Development Department staff in review of applications for Design Review in the historic districts. The document covers the history and characteristics of Orange's Eichler tracts, as well as standards for the original Eichler features, additions/accessory structures and for common landscape.

Sacramento Historic District Plans

City of Sacramento | 2018-2020 | 2800+ parcels, 27 historic districts | Historic Resources Survey, Design Guidelines



Page & Turnbull prepared Sacramento Historic District Plans for 27 individual neighborhoods. The final deliverable, a 430-page document, summarized the historical and architectural significance of each district and provided design standards to help manage change in a way that preserves and reinforces Sacramento's history and character.

Utilizing an inventory of contributing and non-contributing resources and extensive historic research, we developed design standards common to all of Sacramento's historic districts and customized design standards for each individual district. This helped to ensure that the unique characteristics of each neighborhood would be preserved and while allowing for development. These recommendations became the impetus for the city-funded Historic District Plans project that were unanimously approved by City Council with broad community support.

Professorville Historic District Design Guidelines

City of Palo Alto | 2015-2016 | 200 residences | Design Guidelines, Historic Resource Survey, Community Outreach



Page & Turnbull completed Design Guidelines for the City of Palo Alto's Professorville Historic District. In 1979, Professorville was listed on the National Register of Historic Places and Palo Alto's Historic Resource Inventory, with an expanded local register boundary adopted in 1993. The neighborhood is recognized for its diverse residential architectural styles from the late 19th and early 20th centuries, consistent streetscape patterns, and verdant tree canopy, yet remains a living piece of Palo Alto's urban fabric.

Page & Turnbull was selected to develop and produce the final design guidelines to serve as a tool for city planning staff, residents, and project sponsors to rely on during the project development and review process. The Design Guidelines incorporate the community's design principles, input from homeowners, and the Secretary of the Interior's Standards for the Treatment of Historic Properties

Nominations and Multiple Property Documentation Forms

71-331 Country Club Drive, Rancho Mirage Local
Landmark Designation (in progress)

1810 Broadway, Philomathean Club, Santa Monica,
Landmark Designation (in progress)

Shipwright's Cottage, San Francisco National Register
Nomination (in progress)

San Mateo Baywood Historic District National Register
Nomination (in progress)

Hollywood Bowl Historic District, Los Angeles National
Register Nomination (in progress)

Asian Americans and Pacific Islanders in California,
1850-1970 Historic Context Statement and Multiple
Property Documentation Form, 2023

California in the 20th Century Multiple Property
Documentation Form Feasibility Study for Getty
Conservation Institute, 2022

12 Charles Hill Circle, Orinda Local Landmark
Designation, 2021

Hobart Building, San Francisco National Register
Nomination, 2021

Strand Theatre, San Francisco National Register
Nomination, 2021

St. Clair Hotel, Sacramento National Register
Nomination, 2020

John A. Whelan House, San Francisco National Register
Nomintation, 2019

Asian Americans in Los Angeles Historic Context
Statement & Multiple Property Documentation Form
(Korean Americans in Los Angeles), 2018

Renown Hornblower Historic Boat, San Diego, National
Register Nomintation, 2017

Alameda County Building & Loan Association Building,
Oakland National Register Nomintation, 2016

R Street Corridor Historic District, Sacramento National
Register Nomintation, 2015

Capitol Towers Historic District, Sacramento National
Register Nomination, 2014

Mutual Savings Bank Building, San Francisco National
Register Nomintation, 2013

Wild Goose Historic Boat, Newport Beach National
Register Nomintation, 2011

Rialto Building, San Francisco National Register
Nomination, 2010

Roos House, San Francisco National Register
Nomintation, 2008

RELATED EXPERIENCE /

Asian Americans in California Multiple Property Documentation Form

Office of Historic Preservation | 2018-2020 | Statewide | Historic Context Statement, Nomination Forms



Page & Turnbull developed the first statewide historic context statement of Asian Americans and Pacific Islanders (AAPI) in California for the state Office of Historic Preservation. The context statement tells the stories of the AAPI communities who helped to shape California from its founding in 1850 up to 1970. The context statement was prepared as National Register multiple property documentation form (MPDF), which serves as a cover document and framework that will make it easier to nominate California AAPI sites in the future. The MPDF was added to the National Register in January 2020. A Project Advisory Committee comprised of scholars and community members representing all eight groups and from across the state helped to guide the context statement and provided feedback at several steps. The committee was instrumental in connecting the project team to community experts and resources, guiding use of terminology, and getting the word out about the project.

R Street Corridor National Register Nomination

City of Sacramento | 2012 - 2015 | National Register Nomination



Page & Turnbull was historic preservation consultant for the Historic and Cultural Resources Element of the 2035 Sacramento General Plan Update. Established in 1848, the City of Sacramento has a rich cultural and historic heritage that is strongly reflected by its built environment. In support of the 2035 General Plan Update, Page & Turnbull prepared four themed, city-wide historic context statements: Agriculture; State Government; Railroads; and World War II Development, Redevelopment, and Transportation. We also conducted a survey of R Street, located within the Central Business District, and prepared a National Register Nomination for the R Street Corridor, which traditionally served as a corridor for the competing Southern and Western Pacific Railroads. We analyzed the existing status of historic and cultural resource surveys in the City and, using this analysis, made recommendations for historic and cultural resource documentation in Priority Investment Areas located throughout the City.

Capitol Towers Historic District National Register Nomination

Sacramento Modern | 2014 - 2015 | 10-acres | National Register Nomination



Constructed between 1959 and 1965, Capitol Towers was the first privately-sponsored urban redevelopment project in California. The superblock site in downtown Sacramento was a pedestrian-oriented residential complex of garden apartments and high-rise units linked by courtyards, plazas, and shared open space. The site planning, along with the Modern design of the staggered garden apartment buildings, high-rise tower, and outdoor spaces, reflect the approach to creating a functional and highly livable community through collaborative design.

Page & Turnbull completed the National Register nomination for Capitol Towers and Garden Apartments as a historic district in 2014. The nomination included 14 buildings, the central plaza, and the overall designed landscape at the 10-acre site. The State Historical Resources Commission recommended approval of the nomination, though owner opposition prevented the property from being listed in the National Register.

Workshops & Presentations

Long Beach Cultural Heritage Commission Training Workshop Phase 2, City of Long Beach, (in progress)

San Francisco Survey Community Workshops, City of San Francisco (in progress)

Seismic Safety & Rehabilitation Historic Structures Six Series Workshop, Office of Historic Preservation, 2021-2022

San Jose Historic Landmarks Commission Training, City of San Jose, 2021

Historic Preservation for Embodied Carbon Conservation, AIA California, 2021

“PoMo in POPOS,” Since the 70s - Saving Recent Past Resources, California Preservation Foundation, 2021

Demystifying Documentation Technologies, Association for Preservation Technology, 2020

Long Beach Cultural Heritage Commission Training Workshop Phase 1, City of Long Beach, 2019

San Jose Historic Landmarks Commission Annual Retreat Training, City of San Jose, 2019

Midpenninsula Regional Open Space District Historic Preservation Training, Midpenninsula Regional Open Space District, 2019

The Benefits of Better Living, Preserving the Joseph Eichler’s Legacy in Southern California, California Preservation Foundation, 2019

Hands-on with High Tech Historic Survey Tools, California Preservation Foundation, 2019

Preserving San Francisco Corporate Modern Privately-Owned Public Open Spaces in the Era of Tech, Preserving the Recent Past 3 (PRP3) Symposium, 2019

Practitioner’s Implementation of the U.S. Secretary of the Interior’s Standards and Guidelines, California Preservation Foundation, 2019

Right for Los Angeles? Do the Secretary of the Interior’s Standards have a place in our City? AIA Los Angeles, 2018

Orange Eichler Design Standards Community Workshops, City of Orange, 2018

Managing Change: Strategies for Improving a Building’s Energy Performance, California Preservation Foundation, 2019

Historic Context Statements for Los Angeles and California, Asian & Pacific Islanders Americans in Historic Preservation, 2018

Modern Diamond Heights: The Grid, The Hills, and The Neighborhood Unit in Midcentury San Francisco Redevelopment, Society of American City and Regional Planning Historians 2017

Thou Shalt be Resilient! California’s New Wave of Seismic Ordinances, AIA California, 2017

Resiliency: Defining the New Buzz Word and How it is Shaping Historic Preservation, California Preservation Foundation, 2017

West Hollywood Incentives for Historic, Rent-Stabilized Apartments City of West Hollywood, 2013-2016

Historic Structure Reports: Case Studies: A Practitioner’s Toolkit, California Preservation Foundation, 2015

San Luis Obispo Training Workshops, City of San Luis Obispo, 2015

West Hollywood West Design Guidelines Workshops, City of West Hollywood, 2014

South Pasadena’s Mills Act Program | Deciphering the Mills Act, California Preservation Foundation, 2010

Home, Safe Home Public Education Program

California State Office of Historic Preservation | 2021-2022 | Virtual Workshops



The Home, Safe Home project was conducted for the California State Office of Historic Preservation under a grant from the Federal Emergency Management Agency to educate homeowners about seismic hazard mitigation for historic homes in California. Page & Turnbull, in collaboration with the California Preservation Foundation, Structural Focus, and Melyn Green Associates, prepared and presented six free, virtual workshops to teach attendees about compatible work, general home stewardship and maintenance, seismic retrofit techniques and priorities, and resources for funding and contracting retrofit projects. Following the workshop series, the team also prepared an electronic publication of the series content as a compiled reference for the public.

San Luis Obispo Design Reivew Workshops

City of San Luis Obispo | 2015 | Training Workshops



Page & Turnbull, in partnership with the City of San Luis Obispo, facilitated a design review / historic preservation training workshop for the Architectural Review Commission (ARC), Cultural Heritage Committee (CHC), Planning staff, and members of the public. The training covered key principles of design review for development in historic districts, and for projects located adjacent to or on properties with historic resources.

The workshop was broken into two sessions held over two days. The first session began with a discussion of key principles in historic preservation and highlighted proper application of local tools such the Historic Preservation Guidelines, historic surveys, and the Historic Context Statement. The second session provided an overview of national standards for treatment of historic properties, and used examples and interactive activities to engage the participants in evaluation and discussion of local examples.

West Hollywood Neighborhood Conservation Overlay & Design Guidelines

City of West Hollywood | 2014 | 30-Block Overlay Zone | Design Guidelines, Community Workshops



Page & Turnbull provided extensive public engagement and planning services for the creation of a neighborhood conservation overlay zone and design guidelines to ensure compatible additions and new residential development in the West Hollywood West neighborhood.

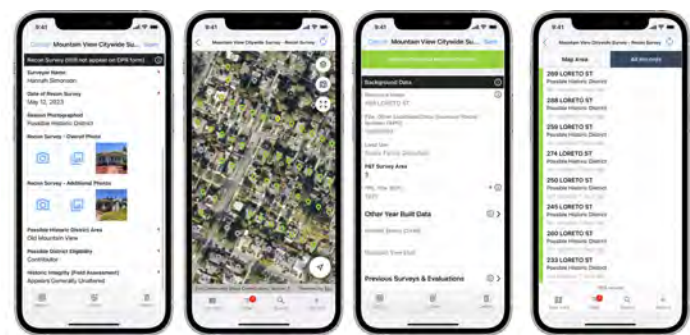
Historically characterized by small lots and modest houses with a variety of architectural styles, new out-of-scale single-family residences with similar designs created “cookie-cutter” developments that posed a threat on the neighborhood’s eclectic character. Page & Turnbull evaluated the existing conditions, identified and illustrated the key elements that contributed to the neighborhood character, and participated in multiple community workshops to identify and prioritize options to address neighborhood concerns. The West Hollywood West Design Guidelines assist the community and City staff to manage change within the neighborhood while protecting character valued by current residents and property owners.

Scope of Work

1. IDENTIFICATION OF HISTORICAL & CULTURAL RESOURCES

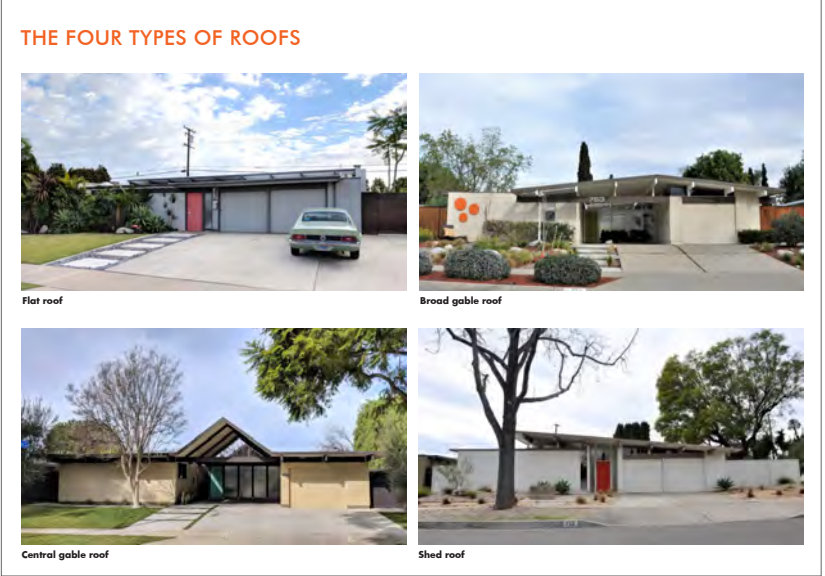
The “bread and butter” work of Page & Turnbull’s Cultural Resources Studio staff is in the identification of historical and cultural resources through historic context statements, intensive and reconnaissance level surveys, multiple property documentation forms, historic district evaluations, and evaluation of individual properties for eligibility for the National Register, California Register, and local register. Our efficiencies are rooted in our over 50 years of experience, our familiarity with the project type, and our cache of background historic context narratives and research tools, and familiarity with San Diego research sources and repositories.

Page & Turnbull always produces well-researched, well-written, and defensible documents, which is why we are often selected to assist with large-scale projects or projects that are likely to face a high level of scrutiny. We also are advantaged to be able to work through trickier analyses with our robust and collaborative team. We are at the forefront of documentation and evaluation of properties that are associated with intangible cultural heritage and underrepresented community histories, and familiar with utilizing public engagement strategies and oral history techniques to document stories that are not well documented in traditional written records. Our team is adept at using robust mapping and documentation tools, including the ability to build customizable mobile survey applications, prepare GIS-based maps, and dynamic graphics for presentations.



Tasks may include:

- **Research** using both primary and secondary resources, including using historic photographs, Sanborn fire insurance maps, tract maps, newspaper articles, scholarly articles and books, geospatial data, and other sources.
- **Oral histories and/or interviews** of community members, scholars, or other subject matter experts which may be documented as transcripts or meeting notes.
- **Development of historic context statements** based on theme and chronology, with registration requirements that include specific significance and integrity thresholds based on local, state, and national criteria and best practices.
- **Conducting reconnaissance-level surveys** (desktop review or windshield driving surveys) and/or **intensive-level pedestrian surveys** with building-specific research.
- **Preparation of department of Parks & Recreation (DPR) 523 survey forms** based on survey fieldwork.
- **Preparation of historic resource evaluation reports**, which might include individual property assessments or historic district evaluations
- **Preparation of project summary or public outreach presentations.**
- **Preparation of GIS-based maps** to aid in historic resource evaluation and analysis, or to summarize survey findings.
- **Preparation of individual property and district nominations**, including for local landmark or district designations, National Register designations, or Multiple Property Designation Forms.



Orange Design Standards for Eichler Tract Historic Districts

2. ARCHITECTURAL DESIGN STANDARDS

Page & Turnbull has prepared design guidelines and objective design standards for various communities and historic districts, and is deeply familiar with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. We have been keeping abreast of developments in California state housing law and how it intersects with historic resource review under the California Environmental Quality Act (CEQA) and local preservation ordinances. Our approach to the development of design standards is grounded in local code requirements, the Secretary of the Interior’s Standards, and an understanding of the historic significance and development patterns of an area. In addition to providing design standards for by-right development of additions, Accessory Dwelling Units, and infill development, we can provide standards for alterations related to sustainability such as installation of photovoltaic (solar) panels, EV chargers, new HVAC systems, and windows.

Tasks may include:

- **Conducting reconnaissance survey** to photograph and understand the development patterns, architectural styles, building materials, and common issues in an area/neighborhood/district
- **Researching and/or reviewing background documentation** to understand an area/neighborhood/district’s reason for significance, period of significance, and character-defining features
- **Undertaking community engagement** (Task 4) with homeowners and residents and other stakeholders to understand issues and questions that can be addressed through design standards
- **Reviewing relevant local, state, and federal regulatory frameworks and code**
- **Presenting photographs or simple graphics** that illustrate specific design standards
- **Developing objective design standard language**



Scope of Work

3. PROJECT ADMINISTRATION

We believe that strong project management is as important to the success of a project as good planning practices. An adherence to defined milestone schedules, clear documentation of scope, requirements and decisions, and transparent project management tracking will be used to keep task orders on track.

Partnership, flexibility and responsiveness are core values of our culture and they help to define our style. We pride ourselves on being easy to work with, and we tend to treat your dollars as if they were our own. In essence we think of ourselves as an extension of your internal team, and are dedicated to creating a productive, positive project experience.



As part of each task order, Page & Turnbull will undertake the following project management and communication tasks, as appropriate:

- **Kick-off Meeting:** Page & Turnbull and City staff will schedule an initial kick-off meeting or conference call to outline roles and responsibilities, review the anticipated needs of Planning staff, discuss potential workload and schedules of deliverables, and discuss the work plans and budget for each requested task order.
- **Check-in Conference Calls:** Project management will entail regular communication with City staff to coordinate upcoming milestones and issues to ensure that the scope task orders remain on schedule. Page & Turnbull suggests organizing regular check-in calls with City staff to occur on a monthly or quarterly basis, as appropriate for the particular task order. The Page & Turnbull Project Manager will distribute agendas at least 24 hours prior to each meeting, and distribute meeting minutes and action items in a timely manner.
- **Project Management & Invoicing:** Page & Turnbull will execute the overall contract and each task order, submitting required documentation as needed. Project management will also include internal QA/QC review of all project deliverables; and budgeting, invoicing, and other management tasks throughout the on-call services. Invoices will include a written progress summary statement, detailing the progress on each task and/or deliverable and account for staff and sub-consultant time. Page & Turnbull will set up cloud-based file sharing for project documentation and deliverables.

4. COMMUNITY OUTREACH & ENGAGEMENT

Most of our projects with government agencies include an important community outreach process. With stakeholders we are prepared to listen, receive information, and guide community members through an iterative and flexible process of deeper understanding of historic resources and planning process. We have experience in employing a variety of outreach and engagement strategies that can be tailored to the needs of a specific project or community, and working within the best practices outlined in the San Diego Citywide Inclusive Public Engagement Guide.

Tasks may include:

- **Developing a public engagement and outreach strategy** in collaboration with City staff
- **Identifying key stakeholders, organizations and community members** for outreach or to engage with in strategic partnerships
- **Leading focused stakeholder group discussions or community-wide public workshops**
- **Preparing for and leading engagement activities** to creatively solicit input, feedback, questions, and stories from the community
- **Conducting oral histories or interviews** with key stakeholders to listen and record stories of underrepresented histories for inclusion in documents such as historic context statements, district nominations, and historic resource surveys
- **Preparing narrative and graphic materials** for public engagement plans, presentations, and the City website, including Frequently Asked Questions (FAQs), surveys, flyers, reports, posters, and interactive tools.
- **Designing logo graphics** for projects, developing online survey questionnaires, and creating narrative or graphic content for the City's website.



Public Participation Framework

DEI Commitment

Page & Turnbull is a small business (SBE) and woman-owned enterprise (WBE) committed to fostering, cultivating, and nurturing a culture of diversity, equity, and inclusion. Our work demands that we develop design solutions that address contemporary needs, include diverse stories, honor history, and celebrate community. Inclusivity and creativity are the foundation of our approach to design excellence.

We believe that the creative reuse of existing and historic buildings helps to strengthen communities, address issues of resilience and sustainability, and promote diversity/equity/inclusion. *Our efforts were recognized by Fast Company as one of the most innovative architecture firms for practicing equitable preservation.*

Design excellence begins by treating our colleagues, clients, and communities with dignity and respect. Page & Turnbull’s workplace is supportive, inclusive, and collaborative. We encourage sharing ideas, points-of-view, and perspectives that enrich our work and contributes to a more equitable society. We believe that design should reflect the diversity in our community thereby increasing its value to society.

We are committed to fostering and cultivating a culture that:

- Embraces diversity in age, disability, ethnicity, family status, gender identity or orientation, national origin, political affiliation, race, socio-economic status, and other unique characteristics.
- Actively recruits people from under-represented communities to fill professional positions and pays team members equally for equivalent jobs. We offer equal opportunity for mentoring, professional development, and advancement.
- Encourages full participation in staff-directed work groups and salons that focus on DEI issues and propose actions and initiatives Page & Turnbull can undertake to continually foster a more inclusive environment. Regardless of the initiatives and actions we undertake, we know that there is always room for improvement
- Seeks out small, woman-owned, and disadvantaged businesses and consultants to provide services to our practice, join project teams, and we encourage our collaborators to do the same.
- Provides pro-bono services and additional resources that support underserved communities.

Pricing Schedule

LABOR CLASSIFICATIONS

LABOR CLASSIFICATION	POSITION TITLE	YEAR 1 - FULLY BURDENED HOURLY RATE
1. Principal	Principal	\$260.00
2. Project Manager	Senior Project Manager / Cultural Resource Planner 2	\$145.00 - \$190.00

ADDITIONAL LABOR CLASSIFICATIONS

LABOR CLASSIFICATION	POSITION TITLE	YEAR 1 - FULLY BURDENED HOURLY RATE
1. Senior Cultural Resource Planner	Senior Cultural Resource Planner	\$165.00
2. Cultural Resource Planner 2	Cultural Resource Planner 2	\$145.00
3. Cultural Resource Planner 1	Cultural Resource Planner 1	\$130.00
4. Junior Cultural Resource Planner	Junior Cultural Resource Planner	\$115.00

DEMONSTRATED EQUITABLE PRESERVATION

- Santa Barbara African American & Black Historic Context Statement
 - Sacramento African American & Black Experience
 - Sacramento LGBTQ+ Historic Context Statement
 - Richmond PRISM (Preserve Richmond to Interpret & Support Memories) Survey
 - Asian Americans & Pacific Islanders in California, 1850-1970, Multiple Property Documentation Form
 - SoMA Filipino Heritage Historic Context Statement
 - Glendale Race & Ethnicity Historic Context Statement
- Korean Americans in Los Angeles Multiple Property Documentation Form & Historic Context Statement
 - The Cheech Marin Center for Chicano Art & Culture
 - Oakland African American Library & Museum
 - Japantown Social Heritage Inventory
 - Japantown Better Neighborhood Plan
 - Monterey Path of Histories: A New Look at Those Forgotten Specific Plan
 - Col. Allensworth State Historic Park
 - St. Clair Hotel Re-entry Housing Rehabilitation



PAGE & TURNBULL

We imagine change in historic and contemporary environments
to cultivate thriving, sustainable, and resilient communities.

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