

Purchasing & Contracting Department

November 25, 2024

VIA EMAIL TO: hgibson@swca.com

Ms. Heather Gibson, Vice-President
SWCA Environmental Consultants
320 N. Halstead Street, Suite 120
Pasadena, CA 91107

Reference: Request for Proposal (RFP) No. 10090175-25-D, As-Needed Historic and
Cultural Resource Planning Consultant Services for the City Planning
Department

Dear Ms. Gibson:

Subject: Letter Agreeing to Exceptions

Exhibit A, paragraph A.2.2 of the subject RFP, states, in pertinent part: "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 bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions."

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. Section 7.1 Indemnification of Exhibit C, General Contract Terms and Provisions, shall be deleted in its entirety and replaced with the following:

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, direct damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the proportionate extent arising 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.

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

ORIGINAL

Sincerely,



Damian Singleton
Senior Procurement Contracting Officer

This Letter is executed by the City and Contractor acting by and through their authorized officers.

SWCA ENVIRONMENTAL CONSULTANTS


By: Heather Gibson

Name: Heather Gibson
Heather Gibson (Nov 25, 2024 14:51 PST)

Title: Vice President

Date: 11/25/2024

THE CITY OF SAN DIEGO

By: 

Name: Claudia C. Sanchez

Title: Director, Purchasing & Contracting

Date: July 1, 2025

R-316283

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

SWCA, Incorporated

Proposer

320 N. Halstead Street, Suite 120

Street Address

Pasadena, CA 91107

City/State/Zip

626-489-3542

Telephone No.

hgibson@swca.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:

Heather Gibson

Signature of
Proposer's Authorized
Representative

Heather Gibson

Print Name

Vice President

Title

5/12/2025

Date

Approved as to form this 16 day of

July, 2025.

HEATHER PERBERT, City Attorney

BY: 

Deputy City Attorney

R-316283

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

CONTRACTOR

SWCA, Incorporated

Proposer

320 N. Halstead Street, Suite 120

Street Address
Pasadena, CA 91107

City/State/Zip
626-489-3542

Telephone No.
hgibson@swca.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Baran

Director, Purchasing & Contracting Department

July 1, 2025

Date Signed

BY:



Signature of
Proposer's Authorized
Representative

Heather Gibson

Print Name

Vice President
Title

5/12/2025

Date

Approved as to form this 10 day of

July, 2025.

HEATHER FORBERT, City Attorney

BY: 
Deputy City Attorney

R-316283

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

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

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

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

Tab A - Submission of Information and Forms.

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

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B – Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

5. Reserved.

6. Reserved.

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

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

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

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

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

B. PRICING

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

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

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

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

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

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

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

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

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

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

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

5. Conflict of Interest Certification.

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

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

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

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

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

B. SCOPE OF SERVICES

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

The consultant will be on an as-needed basis.

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

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

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

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

C. DELIVERABLES

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

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

1. IDENTIFICATION OF HISTORICAL AND CULTURAL RESOURCES

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

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

2. ARCHITECTURAL DESIGN STANDARDS

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

3. PROJECT ADMINISTRATION

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

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

4. COMMUNITY OUTREACH AND ENGAGEMENT

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

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

D. EXPERIENCE AND QUALIFICATIONS

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

E. SELECTION PROCESS FOR EACH ASSIGNMENT

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

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

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

F. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

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

G. REFERENCES

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

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

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

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

H. TECHNICAL REPRESENTATIVE

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

I. PRICING SCHEDULE

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

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

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

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

EXHIBIT C



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

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

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

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

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

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

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
GRANT AGREEMENT REQUIREMENTS

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

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

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

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

EXHIBIT E

2024 HISTORIC PRESERVATION FUND GRANT

PROJECT No. Co8424010

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

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

SUBGRANT PROGRAM

2024 HISTORIC PRESERVATION FUND GRANT

PARTICIPANT

CITY OF SAN DIEGO

PROJECT PERIOD

OCTOBER 1, 2024 - APRIL 30, 2026

PROJECT NUMBER

C08424010

PROJECT SCOPE

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

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

The project will include the following:

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

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

PROGRESS REPORTS

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

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

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

PROJECT FUNDING

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

Minimum contribution of the Participant to match Federal grant funds:

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

AGENCY

STATE DEPARTMENT OF PARKS AND RECREATION

BY

TITLE

STATE HISTORIC PRESERVATION OFFICER

DATE

11/19/2024

PARTICIPANT

CITY OF SAN DIEGO

BY

Casey Smith

TITLE

Deputy Chief Operating Officer

DATE

10/23/2024

REPORT SCHEDULE

7 February 2025: Select As-Needed Consultant

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

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

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

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

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

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

- Submittal of framework and methodology to OHP for review.

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

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

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

- First Phase of the Citywide Historic Context Statement.

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

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

GENERAL PROVISIONS

I. GENERAL

A. Performance

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

B. Cost Sharing/Matching Requirement.

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

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

D. Agreement Termination

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

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

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

II. PROJECT EXECUTION

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

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

D. Reporting.

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

III. FINANCIAL ADMINISTRATION

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

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

C. Volunteer Services.

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

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

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

D. Billing.

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

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

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

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

IV. CHANGES

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

V. REPORTS AND RECORDS

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

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

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

VI. OTHER REQUIREMENTS

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

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

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

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

M. **Public Information and Endorsements**

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

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

O. **Audit Requirements**

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

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

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

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

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

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

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

6. Payroll Records

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

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

Solicitation Number: 10090175-25-D

B. BIDDER/PROPOSER INFORMATION:

SWCA Incorporated	DBA: SWCA Environmental		
Legal Name		DBA	
3838 Camino Del Rio North	San Diego	CA	92108
Street Address	City	State	Zip
Heather Gibson, Vice President	(626) 489-3674		
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.

SWCA Incorporated is wholly owned by the Employee Stock Ownership Plan and trust in Phoenix AZ

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

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

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

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

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

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

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

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

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: 04/13/1984 State of incorporation: Arizona

List corporation's current officers:

President:	<u>Joseph Fluder</u>
Vice Pres:	<u>Denis Henry</u>
Secretary:	<u>Denis Henry</u>
Treasurer:	<u>Denis Henry</u>

Type of corporation: C ☐ Subchapter S ☒

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

If **Yes**, after what date: 12/19/2001

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: First American Bank

Point of Contact: Jamie Walrack

Address: 1650 Louis Ave, Elk Grove Village, IL 60007

Phone Number: (847) 586-2285

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.: **B2021002399** Year Issued: **2021**

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 Colton**

Contact Name and Phone Number: Mario Suarez, (661) 388-3377
Contact Email: msuarez@coltonca.gov
Address: 659 N La Cadena Dr, Colton, CA 92324
Contract Date: June 20, 2022
Contract Amount: \$78,987
Requirements of Contract: Cultural Resources Element Update and Historic Preservation Ordinance Update Recommendations

Company Name: City of South Pasadena
Contact Name and Phone Number: Matt Chang, (626) 403-7227
Contact Email: mchang@southpasadenaca.gov
Address: 1414 Mission Street, South Pasadena, Ca 91030
Contract Date: June 7, 2019
Contract Amount: \$10,000
Requirements of Contract: Historic Preservation Consulting Services.
Company Name: International Boundary and Water Commission (IBWC)
Contact Name and Phone Number: Mark Howe, (915) 832-4767
Contact Email: mark.howe@ibwc.gov
Address: 4171 North Mesa, Suite C-100, El Paso, Texas 79902
Contract Date: October 21, 2019
Contract Amount: \$31,459
Requirements of Contract: Cultural Resource Survey for the Tijuana River Flood Control Rehabilitation of the North and South Levee Project.

G. COMPLIANCE:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

I. BUSINESS REPRESENTATION:

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

☒ Yes ☐ No

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

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # No
- b. Woman or Minority Owned Business Enterprise Certification # No
- c. Disadvantaged Business Enterprise Certification # No

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: **Not applicable**

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: _____

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.

Heather Gibson, Vice President

Heather R Gil

8/20/2024

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

Equipment may vary based on on-site conditions and final determined project scope, but SWCA and its subcontractors will supply all materials and equipment necessary. This includes, but will not be limited to:

- Field tablets with GPS capabilities to record deployment locations and maintain maintenance log
- Field survey equipment
- Personal protective equipment including safety vest, safety glasses, gloves, and hard hats
- UAV Drones
- Camera

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.

Heather Gibson, Vice President

Print Name, Title

Heather R Gil

Signature

8/20/2024

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: SWCA Incorporated

ADA/DBA: SWCA Environmental Consultants

Address (Corporate Headquarters, where applicable): 20 E Thomas Road

City: Phoenix County: Maricopa State: AZ Zip: 85012

Telephone Number: (602) 274-3831 Fax Number: _____

Name of Company CEO: Joseph J. Fluder III

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

Address: 1650 Louis Ave, Elk Grove Village, IL 60007

City: San Diego County: San Diego State: CA Zip: 92108

Telephone Number: (619) 320-1450 Fax Number: _____ Email: hgibson@swca.com

Type of Business: S-Corporation Type of License: California Business License - C2372849

The Company has appointed: Kristin Dizinno, Senior People Support Director

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: 659 N La Cadena Dr, Colton, CA 92324

Telephone Number: (602) 274-3831 Fax Number: _____ Email: kristin.dizinno@swca.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 SWCA Environmental Consultants

(Firm Name)

San Diego, California hereby certify that information provided
(County) (State)

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

Heather R Gil

(Authorized Signature)

Heather Gibson, Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: SWCA Environmental ConsultantsDATE: August 20, 2024OFFICE(S) or BRANCH(ES): PasadenaCOUNTY: Los Angeles

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

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

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	8	4	2		1			10	32	2	4
Professional														
A&E, Science, Computer	1	1	5	8	2	5					16	34	3	1
Technical		1	3	9	1				1		1	14		4
Sales				1										
Administrative Support				3		1					1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	9	29	7	8	0	1	1	0	28	81	5	9
--------------------	---	---	---	----	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

181

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

Disabled		1				1					1	5	1	
----------	--	---	--	--	--	---	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: SWCA Environmental ConsultantsDATE: August 20, 2024OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego

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

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

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ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				1	1						1	2		
Professional														
A&E, Science, Computer				1	1	1					3	8		1
Technical			2								1	4		2
Sales														
Administrative Support				1										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	2	3	2	1	0	0	0	0	5	14	0	3
--------------------	---	---	---	---	---	---	---	---	---	---	---	----	---	---

Grand Total All Employees	30.00
---------------------------	-------

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

Disabled			1								1			
----------	--	--	---	--	--	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



RFQ

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

SUBMITTED TO

*Damian Singleton, Sr. Procurement Contracting Officer
City of San Diego Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101
Submitted via PlanetBids*

REQUEST FOR PROPOSAL
AUGUST 21, 2024

SUBMITTED BY

SWCA Environmental Consultants

Tab A:
Submission of Information and Forms

EXCEPTIONS

The following are SWCA's suggested revisions to the contract language.

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~~ direct damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) ~~that arise~~ to the proportionate extent arising out of, pertain to, or relate to, directly or indirectly, in whole or in part, ~~any goods provided or the negligent~~ 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.

PLEDGE OF COMPLIANCE FORM

See Attached.

EOCP FORMS

See Attached.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

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

Solicitation Number: 10090175-25-D

B. BIDDER/PROPOSER INFORMATION:

SWCA Incorporated		DBA: SWCA Environmental	
Legal Name		DBA	
3838 Camino Del Rio North	San Diego	CA	92108
Street Address	City	State	Zip
Heather Gibson, Vice President	(626) 489-3674		
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.

SWCA Incorporated is wholly owned by the Employee Stock Ownership Plan and trust in Phoenix AZ

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

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

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

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

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

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

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

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

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: 04/13/1984 State of incorporation: Arizona

List corporation's current officers:

President:	<u>Joseph Fluder</u>
Vice Pres:	<u>Denis Henry</u>
Secretary:	<u>Denis Henry</u>
Treasurer:	<u>Denis Henry</u>

Type of corporation: C ☐ Subchapter S ☒

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

If **Yes**, after what date: 12/19/2001

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: First American Bank

Point of Contact: Jamie Walrack

Address: 1650 Louis Ave, Elk Grove Village, IL 60007

Phone Number: (847) 586-2285

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.: **B2021002399** Year Issued: **2021**

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 Colton**

Contact Name and Phone Number: Mario Suarez, (661) 388-3377
Contact Email: msuarez@coltonca.gov
Address: 659 N La Cadena Dr, Colton, CA 92324
Contract Date: June 20, 2022
Contract Amount: \$78,987
Requirements of Contract: Cultural Resources Element Update and Historic Preservation Ordinance Update Recommendations

Company Name: City of South Pasadena
Contact Name and Phone Number: Matt Chang, (626) 403-7227
Contact Email: mchang@southpasadenaca.gov
Address: 1414 Mission Street, South Pasadena, Ca 91030
Contract Date: June 7, 2019
Contract Amount: \$10,000
Requirements of Contract: Historic Preservation Consulting Services.
Company Name: International Boundary and Water Commission (IBWC)
Contact Name and Phone Number: Mark Howe, (915) 832-4767
Contact Email: mark.howe@ibwc.gov
Address: 4171 North Mesa, Suite C-100, El Paso, Texas 79902
Contract Date: October 21, 2019
Contract Amount: \$31,459
Requirements of Contract: Cultural Resource Survey for the Tijuana River Flood Control Rehabilitation of the North and South Levee Project.

G. COMPLIANCE:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

I. BUSINESS REPRESENTATION:

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

☒ Yes ☐ No

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

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # No
- b. Woman or Minority Owned Business Enterprise Certification # No
- c. Disadvantaged Business Enterprise Certification # No

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: **Not applicable**

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: _____

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.

Heather Gibson, Vice President

Heather R Gil

8/20/2024

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

Equipment may vary based on on-site conditions and final determined project scope, but SWCA and its subcontractors will supply all materials and equipment necessary. This includes, but will not be limited to:

- Field tablets with GPS capabilities to record deployment locations and maintain maintenance log
- Field survey equipment
- Personal protective equipment including safety vest, safety glasses, gloves, and hard hats
- UAV Drones
- Camera

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.

Heather Gibson, Vice President

Print Name, Title

Heather R Gil

Signature

8/20/2024

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: SWCA Incorporated

ADA/DBA: SWCA Environmental Consultants

Address (Corporate Headquarters, where applicable): 20 E Thomas Road

City: Phoenix County: Maricopa State: AZ Zip: 85012

Telephone Number: (602) 274-3831

Fax Number: _____

Name of Company CEO: Joseph J. Fluder III

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

Address: 1650 Louis Ave, Elk Grove Village, IL 60007

City: San Diego County: San Diego State: CA Zip: 92108

Telephone Number: (619) 320-1450

Fax Number: _____

Email: hgibson@swca.com

Type of Business: S-Corporation

Type of License: California Business License - C2372849

The Company has appointed: Kristin Dizinno, Senior People Support Director

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: 659 N La Cadena Dr, Colton, CA 92324

Telephone Number: (602) 274-3831

Fax Number: _____

Email: kristin.dizinno@swca.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 SWCA Environmental Consultants

(Firm Name)

San Diego

, California

hereby certify that information provided

(County)

(State)

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

Heather R Gil

(Authorized Signature)

Heather Gibson, Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: SWCA Environmental ConsultantsDATE: August 20, 2024OFFICE(S) or BRANCH(ES): PasadenaCOUNTY: Los Angeles

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

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

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1	8	4	2		1			10	32	2	4
Professional														
A&E, Science, Computer	1	1	5	8	2	5					16	34	3	1
Technical		1	3	9	1				1		1	14		4
Sales				1										
Administrative Support				3		1					1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	2	9	29	7	8	0	1	1	0	28	81	5	9
--------------------	---	---	---	----	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

181

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

Disabled		1				1					1	5	1	
----------	--	---	--	--	--	---	--	--	--	--	---	---	---	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 2NAME OF FIRM: SWCA Environmental ConsultantsDATE: August 20, 2024OFFICE(S) or BRANCH(ES): San DiegoCOUNTY: San Diego

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

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				1	1						1	2		
Professional														
A&E, Science, Computer				1	1	1					3	8		1
Technical			2								1	4		2
Sales														
Administrative Support				1										
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	0	0	2	3	2	1	0	0	0	0	5	14	0	3
--------------------	---	---	---	---	---	---	---	---	---	---	---	----	---	---

Grand Total All Employees	30.00
---------------------------	-------

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

Disabled			1								1			
----------	--	--	---	--	--	--	--	--	--	--	---	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Tab B:

Executive Summary and
Responses to Specifications

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TAB C: COST PROPOSAL

EXECUTIVE SUMMARY

SWCA Environmental Consultants (SWCA) is pleased to submit this proposal to the City of San Diego (City) Planning Department in response to the Request for Proposal (RFP) for As-Needed Historic and Cultural Resource Planning Consultant Services.

With a dedicated team of historic and cultural resources experts, SWCA brings the necessary knowledge and technical skills to support the City with these services. Our robust cultural resources team includes architectural historians, historians, archaeologists, and anthropologists. Having provided environmental consulting services for over 40 years, SWCA has a local office and substantial footprint in San Diego. Our team members also have extensive experience managing multidisciplinary projects, and we have supported numerous cities and agencies through on-call contracts.



Additionally, our historic and cultural resources specialists have considerable experience in regulatory compliance, preservation planning, architectural design review, assisting municipalities throughout the state with identifying and preserving their historical and cultural resources, working with agencies to develop framework for this purpose through ordinances, standards, and guidelines, capturing lesser-known histories, and engaging with members of the community. Several of our team members have served on local historic preservation commissions or served in extension-of-staff roles in planning departments providing historic preservation services. We are highly qualified to assist the City with its identified needs of completing historic resource surveys, historic context statements, nominations, multiple property listings, and community outreach; collecting oral histories; preparing architectural design guidelines/standards; administering City projects, and preparing high-quality graphics and geographic information system (GIS) analyses. Our architectural history team's broad experience will allow us to support the City in administering its Heritage Preservation program, and its unique regulatory setting and framework, including its Historical Resources Regulations, Historic Resources Guidelines, and reporting requirements. We recognize that the City is one of the oldest Certified Local Governments in the state, and has undertaken innovative efforts to proactively preserve its historical resources and integrate equity into its policies and practices, while also committing to sustainability and resiliency goals, and balancing community needs such as the development of additional housing.

Our San Diego team includes cultural resources specialists with a thorough working knowledge of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Section 106 of the National Historic Preservation Act (NHPA). SWCA regularly works within the regulatory framework of numerous municipalities throughout California and we enjoy collaborating with our city partners. SWCA also boasts of a large team of specialists in planning, permitting, biology, noise and air quality, paleontology, conservation, and restoration ecology, among others. United by a commitment to San Diego's cultural and natural heritage, our team is well equipped to support the City with a wide range of services.

SWCA is passionate about assisting communities in protecting their cultural heritage, and we are committed to fostering a sustainable balance among environmental, social, and economic needs. We lead by example and promote environmental stewardship, embodying one of our core values, *SWCA Gives Back*. Our employees actively participate in community and charitable services, contributing time and resources to various causes. These grassroots efforts, like supporting the San Diego Food Bank and I Love a Clean San Diego, are primarily organized at the regional office level, demonstrating our commitment to local community support.

RESPONSE TO THE RFP

PROJECT UNDERSTANDING

SWCA understands that under this contract we will support the City Planning Department and its various divisions with the primary services expected to carry out the Environmental Policy & Public Spaces Division's Heritage Preservation work program. We also understand that services will be provided on an as-needed basis. SWCA's historic and cultural resources specialists have wide-ranging experience providing the key services requested by the City. Specifically, SWCA will support the City with the identification of historical and cultural resources, development of architectural design standards, project administration, and community outreach and engagement. Other services potentially needed by the City include conducting historic resource surveys, collecting oral histories, and preparing historic context statements, historic district nominations, and multiple property listings (MPLs).

IDENTIFICATION OF HISTORICAL AND CULTURAL RESOURCES

SWCA's cultural resources team has extensive experience in completing historic resource surveys, including at intensive, windshield, and reconnaissance levels, following the guidance established by the National Park Service and California Office of Historic Preservation for surveys and recording historical resources. We understand that the City maintains specific guidelines for historical resources that also guide consultants in completing surveys, significance evaluations, and reporting. Additionally, our architectural historians are skilled in conducting contextual and property-specific research to inform historic context statements and property development histories, which in turn supports accurate significance evaluations. We are familiar with the City's existing historic resources contexts, and historical resources inventory database. In addition to industry standard research materials, there are projects in which oral interviews with community members and other stakeholders yield much needed information to support the historical background and significance evaluations. The SWCA cultural resources team is well-versed in conducting outreach via various methods and appreciates involving communities in the recognition and preservation of their historic and cultural resources.

Our team is backed by a large field crew trained in using survey technology, including ArcGIS field maps, tablets, GPS receivers, and electronic forms for recording data in the field.

Our architectural historians' expertise includes preparing nominations for the designation of historical resources as well as MPLs. We work closely with stakeholders and reviewing agencies to develop well-substantiated nominations, and can assist with the necessary public outreach and noticing to facilitate the listing process. Our capabilities also include preparing PowerPoint and other presentations, holding community workshops, and participating in public meetings such as City Council, Planning Commission, and Historical Resources Boards. SWCA benefits from GIS, graphic design, technical editing, and document production specialists to prepare quality documents and deliverables.

ARCHITECTURAL DESIGN STANDARDS

Our team of qualified historic preservation professionals have a comprehensive understanding of how architectural design standards are developed, implemented, and utilized through our varied experience working closely with local governments, as well as private, non-profit, and other public clients. We recognize the importance of having concise design standards that reflect local preservation policies and goals and provide applicants with digestible and accessible information needed to clearly demonstrate key concepts and procedures to streamline the process as much as possible. This is particularly important within California's current condition where development challenges intersect with new and evolving legislation, particularly related to housing projects ranging from large-scale, affordable multifamily projects to private accessory dwelling unit (ADU) developments, continue to both provide new tools and a dynamic procedural landscape that can often cause confusion and complications for both applicants and reviewers. Having worked with local governments and agencies to develop design standards that are compliant with the Secretary of the Interior's (SOI) Standards, we know the importance of providing tailored standards that meet the needs of the community

and its cultural resources, while also being acceptable and legally defensible. Similarly, by providing design consultation and permitting compliance services for our applicant clients, we have direct hands-on experience with interpreting design standards and guidelines. It is through this experience that we will work closely with City staff to develop, revise, and implement design standards that meet the specific conditions and all relevant regulations, including ongoing legislation related to housing development and the associated nexuses with reviewing potential impacts to cultural resources.

PROJECT ADMINISTRATION

SWCA maintains a Project Management Ecosystem Portal to provide our project teams with a comprehensive system of tools, training processes, and people resources intended to drive project execution and enable our project management teams to successfully partner with our clients to achieve project goals. The Project Management Ecosystem involves all members of the project team, from the project manager down to our billers. This ensures all members of a project team have the resources to deliver for our clients' projects nationwide. Our project management framework allows SWCA to provide more consistent work, add dedicated staff resource capacity, and ensure we exceed your expectations.

Following the award of an assignment, SWCA will prepare for and coordinate a kick-off meeting with City staff and the SWCA project management team to discuss the project approach, schedule, team, deliverables, communication protocol, and timing for progress updates. During this time, we will also establish data sharing processes such as SharePoint or collaborative file sharing, and ArcGIS Online for spatial data sharing and collaboration. SWCA will provide City staff with an agenda prior to, and a summary following all team meetings.

SWCA uses Deltek Vision software, an industry-leading and fully integrated system that encompasses all of our company processes and resources. This software allows project managers, technical leads, and other appropriate resource specialists, to track the project's activities and costs in real time. The percentage of work completed can be updated on a weekly basis to compare it to the percentage expended, allowing for the early detection and prevention of potential cost overruns. Monthly project audits also ensure that we stay abreast of project financials, providing an extra layer of protection against unwanted overages and billing irregularities.

In addition, SWCA's project managers are supported by SWCA Project Controls personnel to oversee project contract administration, as well as track our schedule and budget across all phases of the project. An experienced Project Controls specialist will be assigned to the project to provide dedicated project-level financial oversight allowing our technical staff to focus on ensuring the technical parts of the scope are of the highest quality and are completed on-time. The Project Controls specialist will work with the project manager to run regular project status reports which will include a review of actual vs. budgeted costs and completion of scope vs. schedule. The Project Controls specialist will review monthly invoices, ensuring accuracy of rates and allowed charges according to our contract. Monthly invoicing will be consistent, accurate, and provide the required information. The Project Controls specialist will produce monthly accruals, future months forecasted costs, and schedule updates to the project manager. SWCA's well-established Project Controls Program is invaluable to the successful execution of our services. SWCA believes in strong project management where schedules, tracking, and reporting are communicated to the client in a way that makes the client's job easier.

SWCA has met aggressive schedules on thousands of projects by ensuring the availability of experienced and qualified staff and subcontractors; using well-established, standard templates for data collection and reporting; using the latest technology for digital data collection and organization; and communicating frequently and effectively to establish expectations, provide regular progress summaries, and provide continuous quality assurance/quality control (QA/QC) improvement. SWCA has a successful record of meeting document delivery deadlines and client schedule expectations.

Project Management Philosophy

SWCA's project management philosophy promotes proactive involvement with our clients and acknowledges the importance of maintaining consistent communication with all members of the project team throughout the duration of the project to facilitate its successful completion.

COMMUNITY OUTREACH AND ENGAGEMENT

SWCA's cultural resources team is well-versed in conducting outreach to the public, relevant agencies, and other stakeholders. This includes outreach via letters, emails, and telephone calls, as well as holding community workshops and receiving public input at municipal commission/board meetings. SWCA understands that City staff will require assistance with developing outreach and engagement strategies, timelines, and ensuring that the best practices outlined in the Citywide Inclusive Public Engagement Guide are incorporated. We will collaborate with City staff on logistics, event space planning and set-up, prepare presentation materials, and facilitate the workshops/meetings as necessary. Additionally, SWCA will collaborate with City staff to perform research and analyses to inform the public outreach efforts, including to better understand the community being impacted, and to identify underrepresented groups that warrant particular considerations for outreach and engagement.

SWCA architectural historians recently assisted the City of Colton with directing public outreach workshops for its Cultural Resources Element update effort, which resulted in an element that was better tailored to the community's—as well as the City's—goals for the preservation and management of historic and cultural resources.

EXPERIENCE AND QUALIFICATIONS

SWCA is a 100% employee-owned S-corporation, and one of the largest environmental consulting companies in the country with a focus solely on environmental science. Our architectural historians form part of a larger, multidisciplinary team that provides a full array of cultural and natural resources management, planning, regulatory compliance, and climate change consulting services with diverse experience working for clients in both the public and private sectors. With specialized expertise in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, we help clients achieve their objectives by reconciling potential conflicts between human activities and environmental quality, using sound science to develop creative solutions. Since 1981, SWCA has grown into a large business with more than 1,600 employees in 43 offices throughout the United States, including six locations in California (San Diego, Pasadena, San Francisco, Half Moon Bay, San Luis Obispo, and Sacramento). SWCA intends to execute this contract from our San Diego office—located at 3838 Camino del Rio North, Suite 220, San Diego, California 92108—which is staffed with 35 employees and is supported by additional personnel from our other five California-based offices as needed.

Cultural Resources Program

SWCA offers clients one of the largest cultural resources management programs in the nation, with over 110 cultural resources professionals in California alone. We draw on a diverse and experienced staff who can help clients comply with a wide range of federal, state, and local regulations, including CEQA, Section 106 of the NHPA, NEPA, and local ordinances. Our cultural resources management services include the full suite of technical input required under this Request for Proposal (RFP). Our program is staffed by technical specialists with an expert understanding of best professional practices and current industry standards in historical resources, as well as archaeological and paleontological resources. We have provided historical and cultural management services for thousands of projects on private and public lands throughout California.

Staffing

112 cultural resources professionals in California

470+ cultural resources professionals nationwide

Architectural History and Historical Resources

SWCA's architectural history team in California consists of five full-time, in-house architectural historians and preservation planners who meet or exceed the SOI's Professional Qualifications Standards. Combined, our architectural history team offers nearly a half-century of expertise in providing first-class historic preservation consulting services to clients statewide. Our proven, time-tested approach allows SWCA to complete defensible, high-quality CEQA documentation, citywide and property-specific historic resource surveys, and significance evaluations. Our team is well-versed in preparing historic context statements, historic resource guidelines and policy documents, nominations for designation, *Secretary of the Interior's Standards for the Treatment of Historic*

Properties (Secretary's Standards) project design reviews, impacts analyses, and providing preservation planning services tailored to the needs of our clients. Strengths of SWCA's architectural history team include its collaborative, creative, team-oriented approach, extensive experience with local municipal agencies, and work with public stakeholders with varied local interests and concerns.

Through our work with local cities and agencies, our team members have also provided extension-of-staff historic preservation planning services. This work has included project review to facilitate compliance with the *Secretary's Standards* and local design guidelines, coordination with property owners and project architects and contractors, preparation of staff reports, and testimony and presentations at commission and council hearings. We aim to provide consistent, high-caliber client services throughout the duration of our projects. Our architectural history team is further supported by cultural resources field technicians and survey crews, expert in-house planners, GIS staff, graphic designers, technical editors, and document production specialists. Our large team of GIS and graphic designers support our technical specialists with map creation, data management, spatial analysis, and custom web and mobile application development, among other project needs. SWCA's planning team supports our cultural resources specialists, keeping us informed regarding ever-evolving state housing law and other relevant regulations.

KEY PERSONNEL

For this contract, [Garrett Root](#), SWCA Principal Architectural History Team Lead will serve as the principal responsible for staffing and overall QA/QC. [Stephanie Cimino](#), Cultural Resources Operations Director, will serve as the company principal who has authority to enter into contracts on behalf of SWCA. [Susan Zamudio-Gurrola](#), Architectural Historian and Project Manager, will serve as the project manager for individual task orders, overseeing completion of the scope of work, and serving as the primary point of contact for the city. [Dr. Michael Bever](#), Cultural Resources Technical Director, will serve as a technical advisor.

Qualifications for SWCA's key personnel are included below. Resumes for each of the key personnel are included in the appendix.

GARRET ROOT, M.A. | PRINCIPAL ARCHITECTURAL HISTORIAN



Total Years of Experience – 15

Garret has 15 years of experience in cultural resources management, research, and regulatory compliance relating to the built environment. He has served as an architectural historian on a multitude of documentation projects, including those under Sections 106 and 110 of the NHPA, NEPA, CEQA, California Public Resources Code (PRC) 5024 and 5024.5, and local preservation ordinances. His past experience as the president of a local historic preservation non-profit in addition to his former role as vice-chair of a local preservation commission gives him a unique perspective in understanding the needs of cities as it pertains to historic preservation. He has assisted cities and

local governments with developing historic contexts, developing approaches to maximize preservation efforts while staying within budgets, and working with key stakeholders. He has worked with cities to apply for and win grants to fund preservation initiatives and subsequently to execute those projects. In San Diego County, Garret has worked on historical resource evaluations for properties in La Mesa and at the Port of San Diego, as well as the cultural resources analysis completed for a proposed solar project. Garret exceeds the SOI's Professional Qualifications Standards for history and architectural history.

SUSAN ZAMUDIO-GURROLA, M.H.P. | ARCHITECTURAL HISTORIAN, PROJECT MANAGER



Total Years of Experience – 11

Susan Zamudio-Gurrola is an architectural historian with 11 years of experience in historic preservation and cultural resources management, working on projects throughout California, and in Texas, Arizona, Utah, and Hawaii. Susan's experience includes preparing cultural resources studies in compliance with the CEQA, NEPA, Section 106 and Section 110 of the NHPA, and local municipal ordinances. She has expertise in historic resource evaluations using federal, state, and local eligibility criteria, and has completed small- and large-scale historic resource surveys for individual properties, large linear projects, and citywide surveys. Susan has assisted several southern

California communities in developing historic context statements, including for underrepresented minority communities. She has participated in public workshops to elicit community input, and has experience working on cultural resources elements, historic preservation ordinance updates, HABS/HAER documentation, historical resource analysis for CEQA environmental documents, preparing Caltrans-format cultural resources reports, and conducting project design review to assess conformance with the *Secretary's Standards*. Susan has also performed extension-of-staff historic preservation services for the County of Ventura Planning Division. In San Diego County, Susan has completed historic resource/historic property evaluations and effects assessments for several projects including real estate development projects in San Diego neighborhoods, a water treatment plant improvement project in Oceanside, and railroad improvement projects in Oceanside and Marine Corps Base Camp Pendleton. Outside of her professional experience, she served on the board of directors of the Rancho Camulos Museum, a National Historic Landmark, and she assisted with collecting oral histories for the Bracero History Archive, a joint project of the Smithsonian National Museum of American History and several universities. Susan exceeds the SOI's Professional Qualifications Standards for history and architectural history.

STEPHANIE CIMINO, M.S. | CULTURAL RESOURCES OPERATIONS DIRECTOR



Total Years of Experience – 20

Stephanie Cimino is SWCA's Southern California Cultural Resources Director and leads cultural resources compliance projects for development and infrastructure projects for the CEQA, NEPA, and the NHPA. Stephanie meets the SOI's Professional Qualifications Standards (Title 36 Code of Federal Regulations Part 61) in both architectural history and archaeology. Stephanie has conducted historical research, fieldwork, technical reporting, CEQA and NEPA reporting, and tribal and agency consultation for historic and archaeological properties throughout California and neighboring states.

Stephanie's areas of expertise include historical resource evaluations, historic context statements, participating in public workshops, utilities, industrial and rural properties, programmatic agreements and permits, and implementing mitigation to resolve adverse effects on historic properties including public outreach, educational displays, and Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) documentation. Stephanie has led historic resource studies across California in cities such as San Francisco, Oakland, Napa, Colton, and Los Angeles as well as for agencies and clients such as the Federal Emergency Management Agency, National Park Service, U.S. Forest Service, regional utilities, and land developers. She is currently on contract management teams for several on-call contracts for key Southern California utilities.

MICHAEL BEVER, PH.D., RPA | CULTURAL RESOURCES TECHNICAL DIRECTOR

Total Years of Experience – 28



Dr. Michael Bever serves as the technical director of SWCA's Cultural Resources team in California and has over 28 years of experience working with archaeological, architectural, and paleontological resources. Based in San Diego, Dr. Bever has worked throughout the western United States, with extensive experience in Southern California, including the City and County of San Diego. He has performed cultural resources studies for as-needed environmental contracts for the City of San Diego Transportation and Stormwater Department and County of San Diego Department of Parks and Recreation and Department of Public Works at a prior firm. Dr. Bever has participated in or directed over 100 individual projects or cultural resources tasks, including management of tasks both large

and small under a variety of on-call contracts and has prepared all manners of technical reports and environmental documentation under a range of legislative authorities, including the NHPA, NEPA, CEQA, and local legislative authorities.

ADDITIONAL PERSONNEL SUPPORTING THE CONTRACT

Table 1 lists additional personnel that will be available to support projects as needed. Table 2 shows staff availability for this on-call contract.

Table 1. Additional Personnel Supporting the Contract

TEAM MEMBER, YEARS OF EXPERIENCE, TITLE	AREAS OF SPECIALIZATION
Daniel Herrick, M.H.C., 11 years, Senior Architectural Historian and Preservation Planner	Historic resource evaluations, historic resource surveys, historic context statements, preservation planning, architectural design standards/guidelines, multiple property listings, National Register of Historic Places (NRHP) and local nominations, <i>Secretary's Standards</i> project review, preservation design review and design team coordination, cultural landscape assessments
Greta Rayle, M.A., RPA, 18 years, Principal Architectural Historian	Historic resource surveys, historic context statements, historic building assessments, NRHP evaluations and nominations, Multiple Property Documentation Forms (MPDFs) and Multiple Property Submissions (MPSs), historic property treatment plans (HPTPs), HABS/HAER/Historic American Landscape Survey (HALS) documentation, cultural landscape inventories, NHPA Section 106/Section 110 compliance and consultation, meets the SOI's Professional Qualification Standards for archaeology, history, and architectural history.
Paula Carr, M.A., 32 years, Project Architectural Historian	Architectural history, historic preservation, archival research, architectural surveys, historic contexts, eligibility evaluations, public interpretation, exceeds the SOI's Professional Qualifications Standards in history and architectural history
Lisa "LC" Demarais, M.H.P., 5 years, Project Architectural Historian	Architectural history, preservation planning, regulatory compliance including the NHPA, NEPA, and CEQA, archival research, documentation of built environment resources, historic contexts, eligibility evaluations, effects/impacts assessments, and mitigation for historical resources/historic properties

TEAM MEMBER, YEARS OF EXPERIENCE, TITLE	AREAS OF SPECIALIZATION
Trevor Mark, M.S., 6 years, Staff Architectural Historian	Architectural History, historic resource surveys, archival research, eligibility evaluations, meets the SOI's Professional Qualification Standards
Liz Davidson, M.A., RPA, 25 years, Project Archaeologist	Cultural resources management, archaeology, NEPA, CEQA, NHPA, NRHP, California Register of Historical Resources (CRHR), exceeds the SOI's Professional Qualifications Standards for archaeology, certified archaeology consultant in City and County of San Diego

STAFF AVAILABILITY

Table 2. Staff Availability

TEAM MEMBER	ROLE	AVAILABILITY %
Garret Root, M.A.	Principal	20%
Stephanie Cimino, M.S.	Alternate Principal	20%
Michael Bever, Ph.D., RPA	Alternate Principal	10%
Greta Rayle, M.A., RPA	Alternate Principal	20%
Susan Zamudio-Gurrola, M.H.P.	Project Manager	35%
Daniel Herrick, M.H.C.	Alternate Project Manager	35%
Paula Carr, M.A.	Architectural Historian	30%
Lisa "LC" Demarais, M.H.P.	Architectural Historian	35%
Trevor Mark, M.S.	Architectural Historian	35%
Liz Davidson, M.A., RPA	Cultural Resources Specialist	10%

FIRM'S PRIOR WORK HISTORY FOR THE CITY

SWCA has not completed any projects directly for the City of San Diego, but we have worked as a subconsultant to other firms who were the prime for City projects. Many of our staff members have also worked on City projects at prior firms.

- Sewer Replacement Projects, BRH Garver, Inc. (Prime)
- Sewer Group 539, BRH Garver, Inc. (Prime)
- East Linda Vista Trunk Sewer Phase II, BRH Garver, Inc. (Prime)
- COX Biological Monitoring Services, Datalog Engineering, Inc. (Prime)

PAST PERFORMANCE

SWCA's architectural history team members have worked on numerous projects providing services similar to those required in the RFP. This includes the identification of historical and cultural historical resources; historic resource surveys; eligibility evaluations using federal, state, and local criteria; preparing historic context statements and nominations for individual resources and historic districts; developing design standards and guidelines; conducting community outreach; hosting community workshops; collecting oral histories; and making presentations to municipal staff and the public.

We are familiar with many property types, architectural styles, and historic contexts related to the development of local communities, immigration and settlement, and other relevant cultural trends. This experience, combined with our record of successfully completing projects for both private and public-sector clients, makes SWCA thoroughly qualified to assist the City with its consulting needs. Below are examples of relevant projects that include the identification of historical resources/historic properties, significance evaluations, historic context statements, project design review, *Secretary's Standards* analysis, effects/impacts assessments, and development of design guidelines.

LOSSAN CP SAN ONOFRE TO CP PULGAS DOUBLE TRACK PROJECT CULTURAL RESOURCES SURVEYS, EVALUATIONS, AND EFFECTS ASSESSMENT; OCEANSIDE, SAN DIEGO COUNTY, CALIFORNIA



SWCA was retained as a subconsultant to HNTB Corporation to conduct cultural resources studies to support a railroad upgrade project headed by the San Diego Association of Governments. Located between LOSSAN Control Point (CP) San Onofre and CP Pulgas, the project is part of a larger, multiyear effort to construct a parallel double track on the LOSSAN corridor across Marine Corps Base Camp Pendleton and downtown San Diego to improve commuter and freight rail service.

CLIENT

HNTB Corporation

SWCA conducted studies to identify historic properties and assess potential adverse effects on historic properties, in compliance with Section 106 of the NHPA. SWCA completed a California Historical Resources Information System (CHRIS) records search, literature review and archival research, outreach to local historic groups and Native American tribes, intensive-level pedestrian surveys for built environment and archaeological resources, archaeological testing, and evaluations of several resources for NRHP eligibility. Evaluations were completed for two railroad bridges, an archaeological site, and a segment of a railroad within the project's area of potential effects. The railroad segment was recommended eligible for the NRHP as a contributing element to the larger Atchison, Topeka and Santa Fe/Burlington Northern Santa Fe railroad, and qualified as a historic property for the purposes of Section 106. An effects assessment was completed which found that the project would not result in an adverse effect on the historic property. SWCA continues to support HNTB Corporation with additional phases of the rail improvement project.

COLTON GENERAL PLAN, CULTURAL RESOURCES ELEMENT UPDATE, AND HISTORIC PRESERVATION ORDINANCE UPDATE RECOMMENDATIONS, COLTON, SAN BERNARDINO COUNTY, CALIFORNIA



The City of Colton retained SWCA to update the City's General Plan Cultural Resources Element. Colton is home to numerous historic resources, districts, archaeological resources, tribal cultural resources, and neighborhoods. Planning for smart growth that considers cultural heritage is therefore a key need for one of the fastest growing cities in the region. Key updates to the 22-year-old Cultural Resources Element included expanded discussion of the City's architectural history and sociocultural heritage, more robust treatment and management

CLIENT

City of Colton Development Services Department

“Addressing challenging and complex questions received through the tribal consultation process was not easy. However, SWCA staff were knowledgeable and provided needed guidance and advice on how to handle each situation with grace, historical reference and context, and to allow the project to move forward.”

— Mario Suarez, City of Colton Consultant Services Cultural Historic Resources Updates

recommendations for tribal cultural resources, updates on baseline data for archaeological resources, and a plan for community and local government education and engagement. SWCA conducted an intensive literature review to ensure consistency between the proposed updates and existing municipal code and General Plan provisions. Historical maps, photographs, and GIS analysis were used to illustrate existing conditions, designated landmarks, and historic districts, among other features. SWCA also planned and led community workshops to discuss ideas for the element and to hear feedback from

community members and other stakeholders. Goals, policies, and action items were introduced, and feedback was tracked, shared, and incorporated into the final draft. Outreach and educational presentations were also prepared and presented to the Planning Commission and City Council to build support and obtain final approval. SWCA created a user-friendly plan tailored to the City's needs that will streamline environmental compliance and protection of significant cultural resources. As a final phase of the project, SWCA also drafted recommendations for updates to the Historic Preservation Ordinance, as codified in the City's Municipal Code.

HISTORIC PROPERTY SURVEY FOR THE BENJAMIN FRANKLIN BRANCH LIBRARY RENOVATIONS



In support of the Benjamin Franklin Branch Library Renovations Project, SWCA prepared technical studies for the Los Angeles Department of Public Works, Bureau of Engineering (LADPW BOE) to facilitate compliance with CEQA. The scope included preparation of a historical resource technical report, as well as archaeological and paleontological resources technical reports.

CLIENT

Los Angeles Department of Public Works Bureau of Engineering

Designed in 1975 to replace the earthquake-damaged 1915 library on the site, the Benjamin Franklin Branch Library was evaluated and found eligible for the NRHP as a significant example of institutional development in Boyle Heights in the post-Civil Rights/Chicano Rights era. For Boyle Heights, whose population at the time was approximately 80% Mexican-American, this era brought a gradual but foundational change in visibility and representation. At the same time, as a result of the changes brought by the Civil Rights era, a national movement in library programming emerged that placed a greater emphasis on including and reflecting the community in the character of the library's collections and programs. With its hybrid Mid-Century Modern and Spanish/Mission Revival-influenced style and murals created by the pioneering Chicano art studio GOEZ Studios based in Boyle Heights, the Benjamin Franklin Library expresses the sociocultural shifts of the time.

“SWCA has wonderful project managers and a wealth of expertise.”

– Lauren Rhodes, Environmental Specialist,
City of Los Angeles Department of Public Works, Bureau of Engineering

To facilitate compliance with the *Secretary's Standards* and streamline the CEQA review, SWCA provided input to the design team on components of the library renovation project, including tenant improvements, structural repairs, Americans with Disabilities Act access upgrades, and parking lot improvements. Beginning in the schematic design phase, SWCA reviewed project drawings and plans and met with the design team to gather an understanding of the project objectives and to identify significant features of

the historic resource. Primary, secondary, and tertiary character-defining features of the library, as well as non-contributing features and spaces, were identified and documented in an illustrated matrix. Project objectives and treatment recommendations were discussed with LADPW BOE and the design team for proactive compliance with the *Secretary's Standards* and incorporation in the schematic design phase, helping to avoid potential impacts to the historical resource.

THE AFRICAN AMERICAN CIVIL RIGHTS EXPERIENCE IN NEVADA, 1900–1979



SWCA was contracted to prepare a historic context and Multiple Property Documentation Form related to the history of African American civil rights in the state of Nevada for the Nevada State Historic Preservation Office.

CLIENT

Nevada State Historic Preservation Office

The scope of work included a historical overview, identification of historic property types, and NRHP registration requirements for architectural and archaeological resources. As part of the project, SWCA organized an advisory committee to solicit the

feedback and knowledge of African American communities in the state, and to facilitate public engagement with the project and with state historic preservation programs.

HISTORIC LATINX RESOURCES IN UTAH, 1776–1942



SWCA prepared a historic context and Multiple Property Documentation Form related to Latinx history in the state of Utah. Similar to the African American Civil Rights Experience project in Nevada, our scope of work included a historical overview, identification of historic property types, and NRHP registration requirements for architectural and archaeological resources. Additionally, SWCA organized an advisory committee to solicit the feedback and knowledge of Latinx communities in the state, and to facilitate public engagement with the project and with state historic preservation programs. SWCA also prepared an NRHP nomination form for the Mexican Branch LDS Meetinghouse (aka Lucero Ward), which was listed on the NRHP in July 2022.

CLIENT

Utah State Historic Preservation Office

LOS ANGELES UNIFIED SCHOOL DISTRICT DESIGN GUIDELINES AND TREATMENT APPROACHES FOR HISTORIC SCHOOLS, LOS ANGELES COUNTY, CALIFORNIA



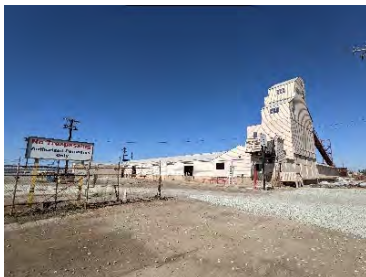
SWCA was contracted to develop design guidelines to support the Los Angeles Unified School District (LAUSD) districtwide master planning and modernization efforts. As part of a team of specialists and acting as a subconsultant, SWCA prepared a graphics-driven guide that delineated recommended treatment approaches for common modernization projects on LAUSD campuses. The document provided a narrative with historical background, an overview of property types and architectural styles, discussion of character-defining features, representative photographs, and guidelines and recommended approaches for future projects.

CLIENT

Los Angeles Unified School District

SWCA's scope of work also included meetings with the LAUSD and consulting team, and presentations/training sessions for LAUSD staff.

HISTORIC RESOURCES TECHNICAL REPORT AND IMPACTS ANALYSIS, SALT BAY DESIGN DISTRICT SPECIFIC PLAN PROJECT; SAN DIEGO AND CHULA VISTA, SAN DIEGO COUNTY, CALIFORNIA



SWCA was retained to provide historic resource consulting services for the proposed project which envisioned creating a specific plan for a multi-acre site spanning the cities of San Diego and Chula Vista, on which a new development project would create industrial and commercial space, plazas, paseos, and circulation corridors. The project site was located within a portion of the Western Salt Company Salt Works Historic District that had previously been determined eligible for the NRHP, with concurrence from the State Historic Preservation Officer; therefore, is also listed in the CRHR and is a historical resource pursuant to CEQA. In support of the environmental review process for the project,

CLIENT

Latham & Watkins, LLP

SWCA was retained to prepare a historic resources technical report to assess potential significant adverse impacts to the historical resource. SWCA's contracted scope of work included literature review of previous historical resource documentation, additional archival research, a survey, identification of character-defining features and contributing and non-contributing elements, review of project plans, and an assessment of potential direct and indirect significant adverse impacts to historical resources.

LA BREA TAR PITS MASTER PLAN ENVIRONMENTAL IMPACT REPORT CULTURAL, PALEONTOLOGICAL, AND BIOLOGICAL RESOURCES TECHNICAL STUDIES; LOS ANGELES, LOS ANGELES COUNTY, CALIFORNIA



In support of the La Brea Tar Pits Master Plan environmental impact report (EIR), SWCA prepared historical, archaeological, paleontological, and biological resources studies for this iconic site in Los Angeles. The project site spans 13 acres of Hancock Park in central Los Angeles, including the world-famous La Brea Tar Pits, the Page Museum, and the Observation Pit. The Los Angeles County Museum of Natural History created a master plan for the future development, enhancement, and expansion of the La Brea Tar Pits site. SWCA conducted all the technical studies required for the EIR.

CLIENT

Natural History Museums of Los Angeles County

In addition to the site's rich paleontological, archaeological, and tribal cultural resources, the project site is home to the La Brea Tar Pits Historic District, which includes cultural/paleontological resources, site/landscape features, and institutional facilities reflecting

“In my dealings with SWCA, I have been impressed with their skills, suggestions for improvements and opportunities to be creative [with] solutions outside of the normal solutions. It has been my on-going pleasure to work with such dynamic and knowledgeable staff.”

– Dawn McDivitt, Chief Deputy Director,
National History Museums of Los Angeles County

over 100 years of scientific excavation, public education, and exhibition of one of the world's most significant concentrations of Pleistocene-age fossils. SWCA prepared a historic resources technical report to identify all historic resources within and adjacent to the project site. Work efforts included preparation of a thematic historic context, identification of historic resources, assessment of potential significant adverse impacts, and design of mitigation measures. In addition, SWCA provided historic preservation input to the design team in an effort to proactively lessen impacts to historic resources and facilitate compliance with the *Secretary's Standards*.

SAN GABRIEL HISTORIC PRESERVATION AND CULTURAL RESOURCES ORDINANCE

SWCA was retained by the City of San Gabriel Planning Division to prepare an update of the City's 1965 Historic Preservation Ordinance. Specific tasks included conducting a literature review and project initiation meeting, conducting analysis and presenting preservation policy options, preparing a draft updated historic preservation ordinance, and finalizing the ordinance. Throughout the process, SWCA supported City staff at Planning Commission and City Council hearings, and in public meetings. Buoyed by strong support from the public and advocacy groups like the San Gabriel Historical Association, Pasadena Heritage, the Los Angeles Conservancy, as well as the California Office of Historic Preservation, the expanded Historic Preservation and Cultural Resources Ordinance was adopted in August 2017. The project was awarded a 2018 California Preservation Foundation Preservation Design Award and a Los Angeles Conservancy 2018 Preservation Award.

CLIENT

City of San Gabriel

REFERENCES

References are also provided on the Contractor Standards Pledge of Compliance form in Tab A.



Project: City of Colton General Plan, Cultural Resources Element Update and Historic Preservation Ordinance Update Recommendations

Contact: Mario Suarez, Planning Manager
City of Colton Planning Division, Development Services Department
(661) 388-3377; msuarez@coltonca.gov

Dates: 2022–Present



Project: Historic Preservation Consulting Services, City of South Pasadena, Community Development Department

Contact: Matt Chang, Planning Manager
City of South Pasadena, Community Development Department
(626) 403-7227; mchang@southpasadenaca.gov

Dates: 2022–Present



Project: Cultural Resource Survey for the Tijuana River Flood Control Rehabilitation of the North and South Levee Project, San Diego County

Contact: Mark Howe, Archaeologist
International Boundary and Water Commission
(915) 832-4767; mark.howe@ibwc.gov

Dates: 2019–2020

COMMITMENT TO DIVERSITY AND INCLUSION

At SWCA, we believe our employees are our most valuable resource. We invest in our people, find ways to enhance our team environment, and capitalize on opportunities for growth. We create programs that reward and recognize great employees for their contributions, offer personal and professional development opportunities, and foster a nurturing, safe, and inclusive workplace for all employees.

INCLUSION AND DIVERSITY GOALS

SWCA's Inclusion and Diversity Strategy is built upon three pillars: 1) an Inclusive Culture, 2) Talent Diversity, and 3) SWCA Gives Back and Supplier Diversity programs. SWCA is committed to employee success measured solely by contributions to advancing

our scientific and technical work, not by factors such as gender identity, expression, or sexual orientation; racial or ethnic identity; cultural or socioeconomic background; national origin; religion; age; veteran status; health status; or physical abilities. We value and celebrate the unique differences that make us [#OneSWCA](#).

AN INCLUSIVE CULTURE OF BELONGING

Inclusion and diversity are not just trends, fads, or hot topics, but rather a way of life at SWCA. We care that our employees reflect the communities in which we live and practice sound science. SWCA's mission is to actively support diversity in our company. At SWCA, we believe that inclusion and diversity is about all of us. We are striving to create a space where learning is appreciated and sharing the unique insights, perspectives, and backgrounds of others is encouraged. To that end, SWCA developed a steering committee to advise our Leadership Team on actions that will promote and foster diversity at SWCA. As part of our Inclusion and Diversity Program, we have implemented a company-wide training and awareness program on implicit bias and how bias impacts hiring practices in order to promote a more collaborative and inclusive work environment. Our Inclusion and Diversity Program includes a new hire orientation to the program and a Professional Development Plan for new employees, an Inclusion and Diversity page and Resource Library on SWCA's internal website, and 11 (and counting) Employee Resource Groups intended to foster our inclusive culture of belonging, make people feel heard, and show each of our employees that they matter.

TALENT DIVERSITY: OUTREACH, RECRUITING, INTERVIEWING, DEVELOPMENT

SWCA works to achieve a diverse talent pool to increase diversity of thinking, experience, and perspective. Our Senior Talent Acquisition Partners and Diversity Specialists help advise our recruiting strategy. Through intentional driven outreach, networking, recruiting, interviewing, and hiring practices, including an internship program, we strive to attract diverse populations. SWCA also is involved with a diverse range of memberships and associations and developed an award-winning career development program that enables employees to take ownership of their own growth and development to achieve their professional goals.

SWCA GIVES BACK AND SUPPLIER DIVERSITY

SWCA is committed to partnering with small and diverse subconsultants. We formalized that commitment by developing a Supplier Diversity program, which establishes and maintains mutually beneficial contracting relationships with small and diverse businesses. In 2023, SWCA worked with 125 small and diverse businesses, up from 109 businesses in 2022. Women-owned businesses stayed steady at 42% of our subcontracted revenue, while veteran-owned businesses increased to 11% from 4.5%. Our work with Native-owned businesses increased by 50% over 2022. Our total subcontracted work to small and diverse businesses also increased by 50% over 2022. As a percentage of subcontracted revenue, 63% went to small and diverse businesses in 2023—a big increase from the 37% in 2022.



Over the past 5 years, SWCA has provided over \$46 million in contracts to disadvantaged businesses in Southern California.

SWCA

Appendix: Resumes

GARRET ROOT, M.A., PRINCIPAL ARCHITECTURAL HISTORIAN

Garret Root has 14 years of experience in cultural resources management, research, and regulatory compliance relating to the built environment. He has served as an architectural historian on a multitude of documentation projects, including those under Sections 106 and 110 of the National Historic Preservation Act, National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), California Public Resources Code 5024 and 5024.5, and several local preservation ordinances. He has extensive knowledge of all facets of project development, including methodology development and area of potential effects (APE) development, research, intensive survey, field recording and management, report documentation, and agency review. Garret has extensive field knowledge in a variety of areas, including urban, rural, military, agricultural, and infrastructural settings. From this broad-based background, he adds technical skill, efficiency, and strong regional knowledge to all his projects and documentation efforts.

YEARS OF EXPERIENCE

14

EXPERTISE

Historic resources surveys

NRHP

Historic preservation

EDUCATION

M.A., Public History; California State University, Sacramento; 2011

B.A., History; California State University, Chico; 2009

TRAINING

SRI Foundation Section 106 and Bringing Projects to Completion, day 2; Sacramento, California, 2019

MEMBERSHIPS

Member, California Preservation Foundation

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Starlight Solar Project; Empire II, LLC; San Diego County, California. SWCA is preparing an environmental impact report (EIR) assessing the environmental impacts of the construction and operation of a solar energy storage project in unincorporated San Diego County. The project is an important component of meeting the County's local renewable energy procurement targets. The EIR will be supported by several technical studies prepared by SWCA, including biological resources, jurisdictional waters, cultural resources, wildfire, noise, air quality, and visual resources (including glare and visual simulations). SWCA assisted in the design of the project by identifying constraints and working with the design team to limit environmental impacts. *Role: Architectural Historian. Served as the subject matter expert for the project. Provided senior leadership and review of all report deliverables.*

***Historical Resource Evaluation and Revisions to La Mesa Woman's Club; CityMark Development; La Mesa, San Diego County, California.** The property was documented on California Department of Parks and Recreation (DPR) 523 Forms for the purposes of compliance with CEQA. *Role: Senior Architectural Historian. Conducted additional research on the 1959-constructed La Mesa Woman's Club building at 5520 Wilson Street, designed by local architect Herluf Brydegaard. Prepared a historical resource assessment report to evaluate the building for historic significance to determine eligibility for listing in the CRHR, as well as a La Mesa Historic Landmark.*

***Historical Resource Evaluation of Anthony's Fish Grotto; Port of San Diego; San Diego, California.** In order to demolish the existing building, an NRHP, CRHR, and local determination of eligibility was required for the historic-age property. Work included documentation, development of a historic context, and application of applicable criteria to make an eligibility recommendation. *Role: Senior Architectural Historian. Conducted the*

property documentation, prepared the report, and made the eligibility recommendation.

San Onofre to Pulgas Double Track Project Phase 2; HNTB Corporation; San Diego County, California. SWCA was contracted to develop technical studies in support of the expansion of urban rail along an existing railroad line. SWCA architectural historians did a historic resources evaluation of the alignment and associated trestles to determine if the project would result in an adverse effect. *Role: Principal Architectural Historian. Served as the Subject Matter Expert on the project, assisting in review of the final deliverable.*

San Gabriel Mission Campo Santo; San Gabriel Mission; Los Angeles County, California. SWCA is aiding the San Gabriel Mission in conducting research into the history of the courtyard, historically used as a cemetery. *Role: Principal Architectural Historian. Led the historic research and narrative development.*

Ashlan Avenue Widening Project Environmental Services; City of Fresno; Fresno, Fresno County, California. SWCA is preparing environmental studies for the complete widening to ultimate right-of-way along Ashlan Avenue between Polk Avenue and Cornelia Avenue. SWCA is reviewing existing documentation, including the PES, and preparing the following environmental studies and technical memoranda required by the PES: air quality report; noise study report and noise abatement decision report; Section 106 studies, including APE map, historic property survey report (HPSR), archaeological survey report, and historic resources evaluation report; hazardous materials study, including initial site assessment; and environmental commitment record. *Role: Architectural Historian. Served as the subject matter expert for the project. Provided senior leadership and review of all report deliverables.*

Atascadero General Plan Update; MIG, Inc.; San Luis Obispo County, California. SWCA prepared existing conditions reports for biological and cultural resources and will prepare the CEQA documentation in support of the Atascadero General Plan Update. *Role: Architectural Historian. Served as the subject matter expert for the project. Provided senior leadership and review of all report deliverables.*

Capella Solar Energy Project; Heliogen SR1, LLC; Kern County, California. SWCA prepared a critical issues analysis and technical studies for a conditional use permit application for an approximately 120-acre, 5-megawatt concentrated solar and photovoltaic project in unincorporated Kern County. *Role: Architectural Historian. Served as the subject matter expert for the project. Provided senior leadership and review of all report deliverables.*

Mt. Whitney Road Reconstruction Environmental Services; County of Fresno; Fresno County, California. SWCA prepared various technical studies for NEPA compliance for the improvements to roads and facilities in the unincorporated community of Riverdale. The purpose of the proposed project is to reconstruct and restripe the existing roadway, provide Americans with Disabilities Act (ADA) improvements to the extent possible, and make improvements to drainage and sidewalks along Mt. Whitney Road. *Role: Architectural Historian. Preparing HPSR and historic resources evaluation report, which includes documentation of 59 properties along roadway, and leading team of three architectural historians conducting historic research and fieldwork, preparing site records, and writing report.*

Renfree Field Renovation Project at Del Paso Park Initial Study/Mitigated Negative Declaration (IS/MND); City of Sacramento; Sacramento, Sacramento County, California. SWCA is preparing biological, wetlands, cultural resources (archaeological and built environment), and air quality/greenhouse gas studies and the IS/MND and mitigation monitoring and reporting program (MMRP) for the renovation of a historic park to include a broader range of recreation facilities at Del Paso Park. The project also requires permits for demolition, grading, and tree removal. *Role: Project Manager / Historian.*

Task Order 18–Mills Drive and Park Drive ASR, HPSR, Historic Resources Evaluation Report; Kern County Public Works Department; Kern County, California. SWCA is preparing various technical studies for NEPA compliance for the improvements to roads and facilities. The purpose of the proposed project is to reconstruct and restripe the existing roadway, provide ADA improvements to the extent possible, and make improvements to drainage and sidewalks along Mills Drive. *Role: Architectural Historian. Preparing the historic resources evaluation report which includes documentation of nine properties along the roadway; leading a team of three architectural historians who are conducting the historic research and fieldwork, preparing the site records, and writing the report.*

***Jurupa Community Service District's Etiwanda Pipeline Project; Albert A Webb Associates; Riverside and San Bernardino Counties, California.** A water pipeline installation project required a cultural resources investigation and documentation of the San Sevaine Channel, which was constructed in stages between 1943 and 1959. *Role: Senior Architectural Historian. Conducted research to evaluate the historic significance of the channel and NRHP and CRHR eligibility. Documented the channel on California DPR 523 forms for compliance with CEQA.*

***McKinley Water Vault Project EIR; City of Sacramento; Sacramento, California.** The highly publicized and controversial CEQA project required in-depth analysis of the proposed project and the effects on the cultural landscape associated with the historic McKinley Park. *Role: Senior Architectural Historian. Coordinated with City of Sacramento staff to craft a response to legal challenges to the project based on the merits of potential impacts to cultural resources. The approach and cultural resources response were upheld in court and the project was allowed to proceed on schedule.*

***530 N. Ventura Avenue Historic Resources Report; SBH Real Estate Group, Inc.; Oak View, Ventura County, California.** Two built environment resources, a 1939-constructed commercial building and a 1947-constructed residence, were recorded and evaluated in this historic resources report for eligibility for the NRHP, the CRHR, and as a Landmark for the County of Ventura. *Role: Senior Architectural Historian. Prepared a CEQA-compliant historic resources report to provide information to County of Ventura Planning staff to assist in compliance with CEQA and the County of Ventura Initial Study Assessment Guidelines for historic resources.*

SUSAN ZAMUDIO-GURROLA, M.H.P., ARCHITECTURAL HISTORIAN AND PROJECT MANAGER

Susan Zamudio-Gurrola is an architectural historian with 11 years of experience in historic preservation and cultural resources management. Her expertise includes preparing studies in compliance with the National Environmental Policy Act (NEPA), Sections 106 and 110 of the National Historic Preservation Act (NHPA), California Environmental Quality Act (CEQA), and local ordinances. She has completed small- and large-scale historic resource surveys, and evaluations using the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), and local criteria. She has worked on historic context statements for several Southern California communities and has experience conducting outreach as part of Section 106 consultation and with public workshops to elicit community input. Susan has worked on NRHP nominations, cultural resources elements, historic preservation ordinance updates, Historic American Buildings Survey/Historic American Engineering Record documentation, historical resource analysis for CEQA environmental documents, Caltrans-format cultural resources reports, and project design review to assess conformance with the *Secretary of the Interior's Standards*. Susan has performed extension-of-staff historic preservation services for the County of Ventura Planning Division, and served on the board of directors of the Rancho Camulos Museum. She exceeds the Secretary of the Interior's Professional Qualifications Standards for history and architectural history.

YEARS OF EXPERIENCE

11

EXPERTISE

CEQA

Eligibility determinations

Historic context statements

Design review

Secretary of the Interior's Standards

EDUCATION

M.H.P., Historic Preservation; University of Southern California, Los Angeles; 2010

B.A., Art and Architectural History; University of California, Santa Barbara; 2004

TRAINING

CEQA Workshop, Association of Environmental Professionals; 2016

MEMBERSHIPS

California Preservation Foundation

National Alliance of Preservation Commissions

SELECTED PROJECT EXPERIENCE (*denotes project experience prior to SWCA)

Survey and Evaluation of Cultural Resources for the LOSSAN Control Point San Onofre to Control Point Pulgas Double Track Project Stage 2 – Addendum 2: Historic Property Evaluation of the San Diego Northern Railway and Finding of Effect Analysis; HNTB Corporation; San Diego County, California. The proposed undertaking entails upgrading approximately 1.8 miles of rail line by installing a second track parallel to the existing single track, constructing two new double-track bridges, and updating the signal system. Subsequent to the original cultural resources study prepared for the undertaking, SWCA prepared an addendum report to evaluate the segment of the San Diego Northern Railway within the area of potential effects (APE) which traverses Marine Corps Base Camp Pendleton. The railroad segment was found eligible for the National Register as a contributing element to a larger resource, the Atchison, Topeka and Santa Fe Railway, which had previously been determined eligible for the National Register as a linear resource. An effects analysis was prepared which found the undertaking would not adversely affect the historic property. The study was subject to review by Marine Corps Base Camp Pendleton and the State Historic Preservation Office. *Role: Architectural Historian; Primary author. Completed literature review, research, significance evaluation, reporting, and the analysis for the finding of effect.*

***3911 – 4075 Sorrento Valley Boulevard Cultural Resources Assessment Report; Alexandria Real Estate Equities, Inc.; San Diego, California.** A cultural resources assessment report was completed for a redevelopment project proposed for the adjacent properties at 3911 – 4075 Sorrento Valley Boulevard, which encompassed several existing office and industrial buildings over 45 years old. As part of the study, an intensive-level survey, research, and significance evaluation were completed to ascertain if any of the properties qualified as historical resources under CEQA. The study also included an assessment of archaeological resources and archaeological sensitivity. No historical resources were identified in the project site. *Role: Architectural Historian; Coauthor. Completed literature review, research, reporting, and significance evaluations.*

Completed literature review, research, reporting, and significance evaluations.

***American Legion Post 310 Cultural Resources Assessment; Hitzke Development; San Diego, California.** A cultural resources assessment report was prepared for a project that proposed to redevelop the site of the American Legion Post 310 to construct affordable housing. As the project sought federal funding, it was subject to compliance with Section 106 of the NHPA. The cultural resources assessment included a cultural resources records search, local interested party outreach, Native American scoping and informal consultation, a pedestrian survey, literature review and archival research to understand the property's development history, an evaluation of the Post 310 property for potential historic significance, and preparation of a report and California Department of Parks and Recreation (DPR) 523 forms. *Role: Architectural Historian; Coauthor. Completed research, interested party outreach, and reporting.*

***San Luis Rey Water Reclamation Facility AWT Project Cultural Resources Assessment; Woodard & Curran (formerly RMC Water and Environment); Oceanside, California.** A cultural resources assessment report was prepared for the City of Oceanside's San Luis Rey Water Reclamation Facility in support of the advanced water treatment facility project. The study included a cultural resources records search, Native American scoping, a pedestrian survey, literature review and archival research, recordation of the water reclamation facility on DPR 523 forms, evaluation of the facility for potential historic significance, and preparation of a report. *Role: Architectural Historian; Coauthor. Completed the field survey, literature review, research, significance evaluation, and reporting.*

La Brea Tar Pits Master Plan Environmental Impact Report Cultural, Paleontological, and Biological Resources Technical Studies; Los Angeles County Natural History Museum; Los Angeles County, California. SWCA prepared historical, archaeological, paleontological, and biological resources studies in support of the La Brea Tar Pits Master Plan environmental impact report (EIR). The project site includes the world-famous La Brea Tar Pits, the Page Museum, and the Observation Pit. The La Brea Tar Pits Historic District includes cultural and paleontological resources, site/landscape features, and institutional facilities reflecting over 100 years of scientific excavation, public education, and exhibition of one of the world's most significant concentrations of Pleistocene-age fossils. SWCA prepared a historic resources technical report to identify all historic resources within and adjacent to the project site. Work efforts included preparation of a thematic historic context, identification of historic resources, assessment of potential significant adverse impacts, and design of mitigation measures. In addition, SWCA provided historic preservation input to the design team in an effort to proactively lessen impacts to historic resources and facilitate compliance with the *Secretary's Standards*. *Role: Architectural Historian. Completed research and reporting.*

Benjamin Franklin Library Historical Resources Technical Report; City of Los Angeles, Department of Public Works, Bureau of Engineering; Los Angeles, California. SWCA prepared technical studies for the City of Los Angeles Department of Public Works Bureau of Engineering for the Benjamin Franklin Branch Library Renovations Project. The scope of work included assessments for historical, archaeological, and paleontological resources. The historical resource assessment found the 1976 library eligible under state and local criteria, making it a historical resource pursuant to CEQA. The library's character-defining features were identified, project plans were reviewed, and input was provided to the design team to facilitate compliance with the *Secretary of the Interior's Standards*. *Role: Architectural Historian. Completed research and reporting.*

1023 Adelaine Avenue Historical Resources Evaluation Report; City of South Pasadena; South Pasadena, California. SWCA conducted a historical resources evaluation for the property at 1023 Adelaine Avenue to facilitate compliance with CEQA. The applicant proposed a project involving partial demolition, remodeling, and expansion of an existing single-family residence within an eligible historic district listed on the City of South Pasadena's Inventory of Cultural Resources. The study included a literature review, property-specific archival research, a field survey, and an evaluation of the property to determine its individual eligibility for listing on the NRHP, CRHR, or as a local landmark. The study found the property ineligible under all criteria and confirmed its non-contributor status to the surrounding historic district, and recommendations were made for the City Cultural Heritage Commission to review proposed project plans to ensure the avoidance of any indirect impacts to the historic district. *Role: Architectural Historian, Coauthor. Completed the field survey, research, and reporting.*

City of Colton Cultural Resources Element Update and Recommendations for Historic Preservation Ordinance Update; City of Colton; Colton, California. SWCA updated the City of Colton's Cultural Resources Element and provided recommendations for potential updates to its Historic Preservation Ordinance. Work efforts include development of clear, user-friendly goals, policies, and action items; planning and leading community workshops to obtain public input, attendance at hearings with commissions and City Council; and guiding the Cultural Resources Element through the reviews and approval process. *Role: Architectural Historian; Coauthor. Completed literature review, research, reporting, and participated in community workshops and commission hearings.*

STEPHANIE CIMINO, M.S., CULTURAL RESOURCES OPERATIONS DIRECTOR

Stephanie Cimino leads a team of cultural and paleontological resource professionals in SWCA's Pasadena, California, office supporting development and infrastructure project compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and National Historic Preservation Act (NHPA) across California and the West. Stephanie has extensive experience managing essential business and project functions, including preparing and administering contracts, budgets, logistics, and work plans. She also excels at engaging stakeholders and collaborating with business partners, agencies, tribal representatives, and interested third parties to identify program priorities, communicate program needs and dependencies, expedite environmental permitting processes, and strategize long- and short-term program goals. Her technical experience includes conducting historical research, fieldwork, technical reporting, National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) evaluations, NRHP nominations, and tribal and agency consultation for historic and archaeological properties throughout California and neighboring states. Her areas of expertise include historical resource evaluations and historic context statements for utilities and rural properties, as well as implementing mitigation to resolve adverse effects on historic properties. Stephanie meets the Secretary of the Interior's Professional Qualifications Standards (Title 36 Code of Federal Regulations Part 61) in both architectural history and archaeology.

YEARS OF EXPERIENCE

21

EXPERTISE

NEPA, CEQA, NHPA, Assembly Bill 52 compliance

Project management

Architectural and archaeological inventory

Historical resource evaluation

Stakeholder engagement

EDUCATION

M.S., Historic Preservation; University of Oregon; 2009

B.A. with honors, Anthropology; University of California, Santa Cruz; 2002

Certificate, Archaeology Technology; Cabrillo College, Aptos, California; 2003

PERMITS

Bureau of Land Management, Cultural Resource Use Permit (CA-23-21): California, *Principal Investigator, Architectural History*

TRAINING

Project Management Bootcamp, PSMJ Resources, Inc.; 2021

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Air, Cultural, Natural, and Water Resources and Land Planning Permitting Services (on-call); Southern California Gas Company (SoCalGas); Los Angeles, California.

SWCA is providing on-call environmental services for SoCalGas operations and maintenance (O&M) projects. Services include desktop reviews, background research, fieldwork, monitoring, permitting, and planning services in the air, cultural, natural, water, land planning, and permitting resource areas. *Role: Deputy Contract Manager and Cultural Resources Technical Lead. Support Contract Manager with contract oversight and implementation, project tracking, financial tracking, training, and compliance. Lead and coordinate cultural resources project work.*

Environmental Assessment and Air Quality Services (on-call); Los Angeles Department of Water and Power (LADWP); Los Angeles, California.

SWCA is providing on-call environmental services for LADWP O&M projects. Services include desktop reviews, background research, fieldwork, monitoring, permitting, and planning services in air, cultural, natural, water, land planning, and permitting resource areas. *Role: Task Order Manager and Cultural Resources Technical Lead. Serve as task lead for multidisciplinary projects, including project management and project implementation activities. Support Contract Manager with contract oversight and implementation, project tracking, financial tracking, training, and compliance as it relates to cultural resources tasks.*

Utility O&M Plan Development Support; Confidential Client; Multiple Counties, California.

A regional utility hired SWCA to support the development of an O&M plan and prepare supporting heritage resource and wildlife assessment documentation for activities in the Klamath, Six Rivers, Shasta-Trinity, and Modoc National Forests in support of their efforts to consolidate several special use permits for utility infrastructure on U.S. Forest Service lands. *Role: Senior Project Manager. Conducted project coordination, stakeholder outreach and coordination, O&M plan development, document review, and schedule and budget oversight.*

FEMA Hazard Mitigation and Technical Assistance Program; Confidential Client(s); California. SWCA is providing environmental and historic preservation review services to comply with the requirements of NEPA, the Endangered Species Act, NHPA, and other federal laws and Executive Orders for hazard resiliency projects seeking Hazard Mitigation Grant Program funding through the Federal Emergency Management Agency (FEMA) Hazard Mitigation and Technical Assistance Program. Projects include fuel and flood reduction projects, seismic retrofits for structures and water lines, stormwater infrastructure repair, power line undergrounding, and emergency generator installations. SWCA acts as an extension of FEMA staff by conducting environmental and historic preservation reviews for all task orders, including conducting any necessary fieldwork and reporting. *Role: Senior Project Manager, Cultural Resources. Provided research, analysis, reporting, client and agency coordination, resource management, and project management for cultural resource technical studies.*

Travertine Cultural Resources Update; Hofmann Land Development Company; La Quinta, Riverside County, California. TRG Land, Inc. retained SWCA on behalf of the Hofmann Land Development Company to provide paleontological and cultural resources services to satisfy CEQA and NEPA. The project involved an amendment to the City of La Quinta's general plan to rezone an 877.5-acre area into a master planned resort community. The project is located on Bureau of Land Management and U.S. Bureau of Reclamation land, as well as privately owned land. *Role: Senior Project Manager/Senior Archaeologist. Provided research, analysis, reporting, client and agency coordination, resource management, and project management for cultural and paleontological resource studies, including several revisions to the area of potential effects to successfully avoid significant impacts on cultural resources.*

SCE Large Cap CWA L027 Moorpark-Pardee No. 4; Southern California Edison Company (SCE); Ventura County, California. SWCA is providing SCE with environmental services for a large capital project located in the city of Santa Clarita, unincorporated Los Angeles and Ventura Counties, and the city of Moorpark. The project involves installation of a new electrical transmission circuit on transmission towers along an existing right-of-way, and associated equipment repairs and upgrades. SWCA conducted an initial environmental constraints analysis to inform high-level project planning, including field surveys for natural and cultural resources and reporting to comply with Public Utilities Commission General Order 131-D. *Role: Senior Project Manager. Provided analysis, reporting, coordination, and project management for cultural resources study.*

Bear Gulch Building Cluster Historic Structure Report, Pinnacles National Park; FFA Architecture and Interiors, Inc.; San Benito County, California. SWCA assisted FFA Architecture and Interiors, Inc., to produce a historic structure report of the cluster of 12 historically significant buildings in the Bear Gulch headquarters and day use area on the east side of Pinnacles National Park. *Role: Project Manager/Senior Architectural Historian. Managed project coordination, consultation, and document preparation.*

***Humboldt Bay Power Plant Decommissioning; Pacific Gas and Electric (PG&E); Eureka, Humboldt County, California.** SWCA was retained to conduct multi-year mitigation implementation for cultural resources impacts from nuclear power plant decommissioning under the Nuclear Regulatory Commission and California Energy Commission. *Role: Senior Cultural Resources Specialist. Created and managed mitigation package, including Historic American Engineering Record photographic documentation, writing and publishing a history book, curation of museum exhibit, donation of archival materials, and stakeholder engagement.*

***Electric and Gas Reliability and O&M Projects; PG&E; Multiple Counties, California.** Conducted greenfield studies and O&M projects for gas and electric utility facilities. *Role: Senior Project Manager/Senior Cultural Resources Specialist. Managed and prepared environmental and cultural resources studies to satisfy planning and permitting for gas and electric reliability projects throughout PG&E's service territory.*

***Community Wildfire Safety Program; PG&E; Multiple Counties, California.** Upgrades to electric infrastructure facilities in high-risk fire areas. *Role: Environmental Program Manager. Primary point of contact for land and environmental services. Included daily collaboration with executive leadership, managing technical specialists, tracking and managing program portfolio, and reporting.*

***U.S. Forest Service Facility Authorization Renewal; PG&E; Multiple Counties, California.** Renewed expired authorizations, easements, and permits for electric transmission and distribution facilities on U.S. Forest Service property. *Role: Senior Cultural Resources Specialist. Lead for cultural resources portion of renewal agreement. Included drafting agreement documents; directing consultants; developing methodology, avoidance, and minimization measures; treatment of resources; and consultation with tribal, agency, and third-party utility staff.*

MICHAEL BEVER, Ph.D., RPA, CULTURAL RESOURCES TECHNICAL DIRECTOR

Dr. Bever has 30 years of experience in archaeology and cultural resources management. Based in San Diego, he has worked throughout the western United States and has extensive experience in Southern California, including over 15 years working on City and County of San Diego projects. This includes varied work under local government environmental support services on-call contracts where he conducted peer reviews of technical studies, led cultural resources inventories and resource evaluations, contributed to management plans and environmental documents, directed tribal coordination, and prepared impacts analyses and developed mitigation. While Dr. Bever's expertise lies in archaeology, he is well versed in the management of architectural and paleontological resources. Dr. Bever has participated in or directed several hundred individual projects, including managing both large and small tasks under a variety of on-call contracts. Dr. Bever has prepared technical reports and environmental documentation under a range of local and national legislative authorities, including the National Historic Preservation Act (NHPA), the National Environmental Policy Act, and the California Environmental Quality Act (CEQA).

YEARS OF EXPERIENCE

30

EXPERTISE

County of San Diego Certified CEQA Consultant List for Archaeology

Secretary of the Interior Qualified in Archaeology

CEQA and NHPA Section 106 compliance

EDUCATION

Ph.D., Anthropology; Southern Methodist University, Dallas, Texas; 2000

M.A., Anthropology; Southern Methodist University, Dallas, Texas; 1997

B.A. with honors, Anthropology; m: History; University of California, Davis; 1992

REGISTRATIONS / CERTIFICATIONS

Registered Professional Archaeologist No. 16583

SELECTED PROJECT EXPERIENCE (*denotes project experience prior to SWCA)

***As-Needed Environmental Contract (H176898); City of San Diego Transportation and Stormwater Department; San Diego County, California.** Assisted with projects such as stormwater channel maintenance and redesign, underground utilities replacement, and establishment of habitat mitigation sites. Cultural resources studies ranged from desktop sensitivity assessments for archaeological, historical (built), and paleontological resources to Phase I inventories involving records searches, historical research, field survey, Native American coordination, and reporting. *Role: Cultural Resources Lead. Directed cultural resources tasks and served as project manager for biological and cultural resources assessments, surveys, and monitoring.*

***As-Needed Environmental Services (Agreement 557744); County of San Diego Department of Parks and Recreation; San Diego County, California.** Tasks included conducting baseline preserve inventories; preparing technical studies and initial studies/mitigated declarations; preparing resource management plans; and monitoring for multiple projects. Cultural resources tasks included Phase I archaeological and built environment inventories, extensive archival research, resource evaluations, monitoring, and development of mitigation protocols. *Role: Cultural Resources Lead. Served as technical principal investigator for all cultural resources-related tasks.*

***As-Needed Environmental Services; County of San Diego Department of Public Works (DPW); San Diego County, California.** The contract provided on-call services to DPW's Environmental Services Unit, responding to various tasks. Task orders included preparation of cultural resources inventories and impact analyses and archaeological and Native American monitoring, analysis, and reporting. *Role: Cultural Resources Lead. Worked with DPW staff in directing all cultural resources tasks under this contract.*

DANIEL HERRICK, M.H.C., SENIOR ARCHITECTURAL HISTORIAN AND PRESERVATION PLANNER

Daniel Herrick has been a practicing preservation professional in the western United States for much of the past decade. Having worked at boutique historic preservation firms and large environmental services companies, Daniel is proficient in documenting and evaluating cultural resources and preparing Secretary of the Interior's Standards analyses. He has completed a variety of historic preservation planning documents for projects throughout California and the western United States. Through extensive research experience, Daniel is familiar with a variety of international, national, and regional historical contexts, but has a notably strong understanding of the recently built environment. He is also well versed in evaluating historic districts, assessing cultural landscapes, and providing recommendations for context-sensitive infill construction projects. Recent projects involved navigating complex regulatory nexuses related to the built environment as part of larger permitting and compliance strategies. This includes conducting surveys, determining historical significance, preparing reporting documents, and performing multi-party outreach to meet technical reporting and consultation requirements under Section 106 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), Public Resources Code Sections 5024 and 5024.5, and a multitude of local frameworks. He has worked with dozens of federal, state, and local government entities, including State Historic Preservation Officers. Daniel brings cross-discipline knowledge and implements a holistic approach to all projects to provide a thorough and well-executed product.

YEARS OF EXPERIENCE

9

EXPERTISE

Determinations of eligibility for NRHP, California Register of Historical Resources, and local inventories in California

Leading and executing large-scale historic resources surveys

Historic district and cultural landscape analyses

Specialized expertise in historic preservation planning and policy

Secretary of the Interior's Standards review and compliance

NHPA Section 106 / NEPA / CEQA

EDUCATION

M.H.C., Heritage Conservation;
University of Southern California, School
of Architecture, Los Angeles; 2014

B.A., History; University of Calgary,
Canada; 2009

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

***SurveyLA Asian Americans in Los Angeles Historic Context Statement; City of Los Angeles, Office of Historic Resources; Los Angeles County, California.** The City of Los Angeles commissioned the development of a historic context statement specific to historical themes related to Asian American enclaves within the city. *Role: Architectural Historian. Focused on the development of the Korean American context, which included compiling research, analyzing survey data, and preparing the written content of the context statement section. This also required outlining significant historical themes and developing significance thresholds for evaluation of potential historic resources related to the Korean American contexts.*

***Affinity Project Historic Resource Assessment; PSOMAS; Pasadena, Los Angeles County, California.** Dan worked with the environmental impact report (EIR) team in support of the Affinity Project, a mixed-use residential, commercial, and health services development at 465-577 South Arroyo Parkway near downtown Pasadena. He was responsible for providing additional technical expertise and revising the existing historic resource assessment to address additional comments and concerns outlined by the City of Pasadena's planning staff. This included developing mitigation measures for the existing historic commercial buildings being retained as part of the project, as well as supplemental analysis related to the project as infill construction near multiple historic resources.

The final report was prepared on an expedited timeline and submitted in accordance with the City's requirements under CEQA. *Role: Architectural Historian, Preservation Planner.*

La Brea Tar Pits Master Plan EIR; Los Angeles County Museum of Natural History; Los Angeles County, California. SWCA is preparing an EIR in support of the La Brea Tar Pits Master Plan Project in Los Angeles. The EIR and technical studies have focused on the evolution of the property, including its complex history as a world-famous paleontological site and its evolution as a public park and institutional center for both the

Los Angeles County Museum of Art and the La Brea Tar Pits. In addition to evaluating the property, developing a robust construction chronology, identifying character-defining features of Hancock Park, and preparing an impacts assessment for the historical resources technical report, SWCA has coordinated with the client and design team to identify historic preservation alternatives. *Role: Architectural Historian/Historic Preservation Planner. Provided support for development of historical resources technical report and coordinated with client and design team to identify alternatives.*

***Greek Theatre Rehabilitation & Historical Resource Study; City of Los Angeles Department of Recreation and Parks; Los Angeles County, California.** Dan served as an architectural historian in the preparation of the Historical Resource Study for the Greek Theatre concert venue in Los Angeles. Work involved the development of a construction chronology and identification of character-defining features of the property, as well as a Secretary of the Interior's Standards analysis for the proposed plaza upgrades and limited rehabilitation work to the property. *Role: Architectural Historian, Preservation Planner.*

Fairplex Specific Plan Cultural, Biological, and Paleontological Resources Technical Studies; Impact Sciences, City of Pomona; Pomona, Los Angeles County, California. SWCA is preparing CEQA-compliant technical studies in support of the development of a specific plan for the Fairplex property, which hosts the Los Angeles County Fair. The 543-acre property has undergone multiple periods of development since the 1920s, resulting in various exhibition, recreation, and support buildings that, combined with various site features, collectively create a complex cultural landscape. *Role: Project Manager/Lead Architectural Historian. Responsible for managing project team and delivering several CEQA-compliant studies, including a historic resources technical report. In support of identifying historical resources, Daniel has reviewed and developed several historic contexts, including the history of county fairs, public parks and open space, agricultural expositions, relevant building typologies, and Japanese Internment Assembly Centers.*

***City of Torrance Historic Preservation Ordinance Development; City of Torrance; Los Angeles County, California.** *Role: Architectural Historian, Historic Preservation Planner. Developed a historic preservation ordinance for the City of Torrance and was instrumental in the initial setup and development of the project. Role included client and stakeholder outreach, initial research tasks, and analyzing relevant case studies and frameworks.*

***Destination Sacramento–Old Sacramento Waterfront Redevelopment Design Consultation and CEQA Historical Technical Report; City of Sacramento; Sacramento County, California.** The project included developing plans to redevelop the Sacramento Waterfront. The project area overlapped with the Old Sacramento National Historic Landmark District and featured a complex layer of buildings dating from the Gold Rush–era to the present. *Role: Architectural Historian, Preservation Planner. Conducted original research in developing a full construction chronology that addressed the district, the overall cultural landscape, as well as individual contributing properties. Key analysis involved resurveying the historic district and determining original rehabilitated structures from relocated, reconstructed, and infill construction, along with identifying historic district character-defining features. Supported the design team with historic design consultation, preliminary interpretive and landscape planning, and environmental permitting and compliance support.*

GRETA RAYLE, M.A., PRINCIPAL ARCHITECTURAL HISTORIAN

Greta Rayle, M.A., RPA, has more than 18 years of professional experience and a master's degree in anthropology, with concentrations in architectural history and historical archaeology. Greta has supervised architectural surveys and inventories, historic streetscape assessments, and historic preservation projects in Alaska, Arizona, California, Colorado, Idaho, Kentucky, Montana, Nevada, New Mexico, North Carolina, North Dakota, Oregon, Tennessee, Utah, Virginia, Washington, Wyoming, and the U.S. Territory of Guam, and has also completed National Register of Historic Places (NRHP) nominations, and cultural landscape inventories (CLIs) and reports (CLRs) for 11 national parks and monuments. She possesses expert knowledge in matters pertaining to NRHP eligibility and documentation, with advanced training in architectural history, building recordation, and the application of the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties. Greta is also a skilled artifact analyst and is responsible for the in-field and laboratory analysis of historic artifacts recovered from all North Wind projects.

Greta meets the Secretary of the Interior's Professional Qualification Standards for Archaeology, as well as History and Architectural History. Her unique multi-disciplinary training and NRHP expertise render her particularly suited to serve as project manager for contracts involving complex multicomponent sites and diverse cultural landscapes. Greta currently serves on the Historical Archaeology Advisory Committee (HAAC), an advisory body to the Arizona State Historic Preservation Office (SHPO) which convenes on a quarterly basis to address issues related to the treatment of historic sites in Arizona.

YEARS OF EXPERIENCE

18

EXPERTISE

Archaeology

Historic archaeology

SHPO

NRHP nominations

CLI

EDUCATION

M.A., Anthropology; University of Tennessee, Knoxville; 2005

B.A., Anthropology; University of Tennessee, Knoxville; 2002

MEMBERSHIPS

Member, Register of Professional Archaeologists

Member, Society for Historical Archaeology

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

***Determinations of Eligibility for Eight Joshua Tree National Park Campgrounds (JOTR); National Park Services (NPS); JOTR, San Bernardino and Riverside Counties, California.** The project focused on assessing the historical significance of eight campgrounds within JOTR spanning San Bernardino and Riverside Counties, California. This comprehensive endeavor aimed to prepare NRHP Determinations of Eligibility, involving extensive physical site surveys and inventories to facilitate photo-documentation and detailed descriptions of each campground and its features. Additionally, the project undertook archival and background research to create a historic context that encapsulates the evolution of recreation, campground development, visitor facility enhancements, and the Mission 66 program's impact on JOTR. *Role: Project Manager. Orchestrated the NRHP Determinations of Eligibility for the selected campgrounds. Directed physical site surveys and inventories for comprehensive photo-documentation and the preparation of written descriptions. Facilitated archival and background research efforts to construct a historic context focusing on recreational history, campground development, and the Mission 66 program's influence within the park.*

***Boulder City Historic District Survey Update; City of Boulder; City of Boulder, Colorado.** The Boulder City Historic District Survey Update entailed a meticulous update of the survey on more than 512 commercial, civic, and residential properties within the boundaries of the NRHP-listed Boulder City Historic District. This comprehensive project aimed to assess and document the current status of these properties, comparing them to photo-documentation from 1982 to recommend changes in their contributing or non-contributing status. The endeavor also included extensive archival research and the

preparation of documents to create an updated and accurate reflection of the district's historic landscape. *Role: Principal Investigator and Architectural Historian. Led the comprehensive survey update of over 512 properties within the NRHP-listed historic district. Responsible for preparing Architectural Resource Assessment short forms for each documented property. Assisted with archival research, document preparation, and co-presenting the project's findings.*

***Historic Resource Survey and Historic Context of the Historic Westside Neighborhood; Nevada Preservation Foundation; Las Vegas, Nevada.** The project involved a reconnaissance level historic resource survey of approximately 1,200 properties within the Historic Westside Neighborhood of Las Vegas, Nevada. This initiative aimed to comprehensively assess the architectural and historical significance of the properties, resulting in the preparation of a detailed final report. The report encompassed an updated historic context of the neighborhood, character-defining features of the properties, a compiled excel spreadsheet of parcel data, and key findings and recommendations, including assessments of NRHP eligibility status and requirements. *Role: Architectural Historian. Conducted the survey of around 1,200 properties. Involved the on-ground survey and assisted in the compilation and preparation of the final report. Assessed the NRHP eligibility status and requirements for the properties surveyed.*

***On-call Environmental Review Services; City of Las Vegas; Las Vegas, Nevada.** The project entailed providing specialized compliance review services for a variety of federally funded community development and infrastructure projects. These projects require rigorous Section 106 reviews, a crucial component of the historic preservation compliance process. The service includes conducting detailed archival and background research, thorough site surveys and inventories, photographing structures, and producing measured drawings. Additionally, the project involves evaluating properties for eligibility to the NRHP and managing necessary coordination between agencies, alongside the preparation and submission of required Section 106 documentation. *Role: Senior Historical Archaeologist. Delivered comprehensive on-call compliance review services. Conducted archival research, site surveys, documented structures through photography and measured drawings, and evaluated properties for NRHP eligibility.*

***Historic Documentation of the Korakia Pensione, 257 South Patencio Road; City of Palm Springs; City of Palm Springs, Riverside County, California.** The project focused on the preparation of a Historic Resource Designation and the requisite documentation for the Korakia Pensione. Originally the home of Scottish-born painter Gordon Coultts, this bed and breakfast required a detailed historical analysis and documentation to assess its eligibility for listing on both the City of Palm Springs's historic resource register and the NRHP. The project encompassed extensive archival research, on-site documentation of the property's historical and architectural significance, and the preparation of a comprehensive final report detailing the findings and recommendations regarding its historical status. *Role: Architectural Historian. Led the effort in preparing the necessary Historic Resource Designation documentation. Responsibilities included conducting in-depth archival research to gather historical context, completing detailed on-site documentation of the property, and assisting in the compilation of the final report.*

***Historic Context for Post World War II Multi-family Properties; City of Phoenix; Phoenix, Arizona.** The project aimed to develop a comprehensive historic context for multi-family properties constructed in the post-war period within the city's municipal boundaries. This endeavor involved an extensive review of more than 530 multi-family properties through archival research and a windshield survey. The project's objectives included not only the assessment and documentation of these properties but also the presentation of findings to the city's Historic Preservation Commission. The final documentation provided a detailed discussion on the types of extant multi-family properties, contributing to a deeper understanding of the city's architectural and historical landscape during the post-war era. *Role: Project Manager. Orchestrated the comprehensive preparation of the historic context. Responsibilities included leading archival research efforts. Contributed to the preparation of critical documentation. Primary reviewer of all project deliverables.*

***Historic Preservation Services for the Jonathon M. Wainwright Veterans Administration Medical Center (Walla Walla VAMC); LASA-Pacific Tech Corporation; Walla Walla County, Washington.** The project encompassed a comprehensive effort to prepare four critical historic preservation documents for the Walla Walla VAMC. This project aimed to address and rectify previous rejections by the Washington SHPO through the preparation of a NRHP nomination, Historic Preservation Plan, Archaeological Damage Assessment, and CLR. The project's scope included conducting extensive field visits for the documentation of historic-age buildings, structures, and landscape features, engaging in archival research, and facilitating collaborative meetings with the client, Veterans Administration staff, SHPO staff, and other consulting parties to ensure the accuracy and completeness of the preservation documents. *Role: Project Manager. Led the initiative to prepare and refine four essential historic preservation documents. Conducted multiple field visits to accurately document the site's historic-age buildings, structures, and landscape features. Conducted archival research and was instrumental in orchestrating meetings with the stakeholders.*

PAULA CARR, M.A., PROJECT ARCHITECTURAL HISTORIAN

Paula Carr is a historian with more than thirty years of experience in documentary research, technical study report writing, and exhibit development. She offers the following contributions: architectural evaluations for Section 106 and CEQA, and preparation of historical context studies. She exceeds the Secretary of the Interior's Professional Qualifications Standards in both architectural history and history.

During her prior employment as a state employee, Ms. Carr produced dozens of technical study reports on a broad spectrum of California history topics. As a subcontractor and independent contractor, Ms. Carr conducted architectural history evaluations and carried out extensive land-use research in support of litigation of potentially responsible parties (PRP) for hazardous waste sites. She also served as a professional editor for the reference periodical *America: History and Life*. She also works with Spanish-language primary sources and has experience in transcribing and translating Spanish colonial and Mexican-era manuscripts. Ms. Carr develops innovative interpretive exhibit projects and has extensive background working on exhibit projects for the California Department of Transportation, museums, visitor centers, and state and national parks.

YEARS OF EXPERIENCE

32

EXPERTISE

Architectural evaluations for Section 106 and CEQA

Historical contexts

Development of innovative interpretive exhibit projects

Familiar with complex, multidisciplinary transportation projects

Exceeds the Secretary of the Interior's Professional Qualifications Standards in history and architectural history

Skilled editor and peer reviewer of technical reports in historical context research

EDUCATION

M.A., History, Anthropology, Art History, Folklore and Mythology; University of California, Santa Barbara; 1981

B.A., Cultural Anthropology; University of California, Santa Barbara; 1972

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

LA Natural History Museum Commons Class 32 Infill Exemption; Los Angeles County Museum of Natural History; Los Angeles, Los Angeles County, California. SWCA provided environmental services related to a California Environmental Quality Act (CEQA) Class 32 Infill Exemption for the demolition of the existing Jean Delacour Auditorium, interior improvements, and construction of an addition to the Los Angeles County Natural History Museum. The CEQA analysis included Air Quality, Biology, Archaeology, Architectural History, Paleontology, and Traffic studies. *Role: Architectural Historian.*

Los Angeles Museum of Natural History Center for Nature and Culture Project; Los Angeles County Museum of Natural History; Los Angeles, Los Angeles County, California. To facilitate the demolition of the existing Jean Delacour Auditorium and construction of an approximately 130,800-square-foot addition (approximately 91,000 net new square feet) to the Los Angeles County Natural History Museum, SWCA analyzed environmental review options under CEQA and recommended a Class 32 Infill Exemption as the most cost- and time-efficient document. SWCA is currently completing the Class 32 Infill Exemption, and previously prepared the archaeological, paleontological, transportation, and historic preservation supporting technical studies. *Role: Architectural Historian.*

Cultural Resources Assessment for Clinica Romero Project; Clinica Monseñor Oscar A. Romero; Los Angeles, Los Angeles County, California. SWCA was retained by Clínica Romero to provide cultural resources services in support of a proposed renovation project. As part of the environmental review of Health Resources and Services Administration Health Infrastructure Investment Program (HIIP) grant funding, the clinic was required to comply with Section 106 of the National Historic Preservation Act, and provide a letter from the State Historic Preservation Office

confirming that the renovation would have no effect to historic properties. The property consisted of two Mid-Century Modern-style buildings: a 1957 clinic and a 1974 administrative annex. SWCA prepared a Historical Resources and Archaeological Analysis that evaluated the property under federal, state, and local criteria and analyzed effects of the project implementation, including proposed renovation and construction. *Role: Architectural Historian.*

Osos and Palm Hall of Records; Wallace Group; San Luis Obispo, San Luis Obispo County, California. In response to discovery of brick foundations during trenching for the development of a new transit center in the city of San Luis Obispo, SWCA researched the history of the site—the location of the County of San Luis Obispo's 1889 Hall of Records. *Role: Architectural Historian. Conducted historical evaluation and demonstrated building's association with prominent Los Angeles architectural firm of Jasper Newton Preston & Son.*

1118 Palm Street Historical Preservation Report; Transitions-Mental Health Association; Morro Bay, San Luis Obispo County, California. To document and assess the historical significance of the 1118 Palm Street property, this endeavor involved a thorough investigation and analysis to compile a comprehensive report that outlines the architectural and historical value of the property, ensuring its preservation and recognition within the community. *Role: Architectural Historian*

San Luis Ranch Architectural Resources Mitigation Report; Coastal Community Builders; San Luis Obispo, San Luis Obispo County, California. SWCA conducted extensive research into the history of the San Luis Ranch project site, uncovering an important connection between a grandstand (converted to a barn in 1900) and the beginnings of San Luis Obispo County's Mid-State Fair. SWCA will also be preparing interpretive exhibits for the rehabilitation and partial restoration of the grandstand. *Role: Architectural Historian.*

Bauer, Speck, and Brown Schools Historical Analysis; Paso Robles Joint Unified School District; Paso Robles, San Luis Obispo County, California. SWCA conducted an Architectural Evaluation of the Marie Bauer Elementary, Georgia Brown Elementary, and Glen Speck Elementary School sites to assist the District in potentially complying with CEQA and in determining the significance of impacts to historical resources in connection with the District's proposed demolition of the existing school buildings. *Role: Architectural Historian.*

Marsh and Chorro Mixed Use Historic Preservation Report; Jamestown Premier SLO Retail, LP; San Luis Obispo, San Luis Obispo County, California. SWCA provided a Historic Preservation Report for a proposed mixed use project at Marsh and Chorro. *Role: Architectural Historian. Conducted research on earlier iterations of the Rileys business in San Luis Obispo and on 1950s-era department stores, including interior design consultants for store furnishings.*

City of Lancaster Environmental Study for PWCP Pedestrian Gap Closure Improvements Project; Michael Baker International; Los Angeles County, California. As a subconsultant to Michael Baker International, SWCA prepared cultural resources technical studies in support of the City of Lancaster PWCP Pedestrian Gap Closure Project in Los Angeles County, California, a California Department of Transportation (Caltrans) Local Assistance project for street improvements. SWCA prepared an area of potential effects map, Historic Property Survey Report, Historical Resources Evaluation Report, and Archaeological Survey Report for the project. *Role: Architectural Historian. Researched historic context and co-authored the Historical Resources Evaluation Report and Historic Property Survey Report.*

City of Williams Water Supply Improvement Project; McGinnis and Associates; Williams, Colusa County, California. SWCA conducted cultural resources study in support of this project, which proposed to install improved infrastructure at three existing well locations, recoat the interior and exterior of one elevated water tank, and remove and replace 420 subsurface water meters at various residential locations throughout the city of Williams. The cultural resources study consisted of a records search and literature review, Native American coordination, and the evaluation of a historic-in-age water tank. Work was conducted in compliance with CEQA and Section 106 of the NHPA. *Role: Architectural Historian.*

Hwy 1 Aux Lanes (Bay Street/Porter Street to State Park Drive) Project Environmental Services; Mark Thomas & Company, Inc.; Santa Cruz County, California. SWCA prepared supporting technical studies for the State Route 1 Auxiliary Lanes (Bay Street/Porter Street to State Park Drive) Project, including a Natural Environment Study, Jurisdictional Delineation and Assessment, Biological Assessment, Conceptual Habitat Mitigation and Monitoring Plan, Cultural Resources Studies, a Land Use and Community Impact Memorandum, a Community Impact Assessment, and an Environmental Impact Report. *Role: Architectural Historian.*

I-10/Robertson/National Area Circulation Improvement Project; Michael Baker International; Los Angeles County, California. SWCA conducted a cultural resources analysis, which includes a CHRIS records search, an Electronic Database Resources (EDR) records search, an architectural resources survey and recordation, an archaeological resources survey, and we are currently writing the Caltrans ASR, HPSR, and HRER. *Role: Architectural Historian.*

LC DEMARAIS, M.H.P., PROJECT ARCHITECTURAL HISTORIAN

Lisa "LC" Demarais is an architectural historian who meets and exceeds the Secretary of the Interior's Professional Qualification Standards in Architectural History and History. She holds a master's degree in Historic Preservation and has a wealth of knowledge in architectural history, preservation planning, cultural resources management, and regulatory compliance. She has provided successful consultation for compliance with the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), and California Environmental Quality Act (CEQA). This experience has included research, field survey, development of historic contexts, eligibility evaluations, and effects assessment for undertakings involving built resources and cultural landscapes. LC is exceedingly familiar with a variety of built environment cultural resources such as residences, parks, sports fields, apartment buildings, farmsteads and ranchos, cemeteries, trails and roads, reservoirs, bridges, commercial buildings, and campgrounds.

YEARS OF EXPERIENCE

6

EXPERTISE

Cultural resources management

Historic preservation

Architectural history

California history

Archival research

Development of historic context statements

NRHP/CRHR determinations of eligibility and nomination forms

Cultural landscape assessment

Preservation planning

Regulatory compliance pursuant to NHPA, NEPA, and CEQA

EDUCATION

MHP, Historic Preservation; University of Georgia; 2019

B.A., History; Georgia State University; 2015

CERTIFICATIONS / QUALIFICATIONS

Meets and exceeds the Secretary of the Interior's Professional Qualifications Standards for History and Architectural History

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

***Historic Resources Evaluation for the Lakeside Library; Recon Environmental, Inc.; San Diego County, California.** Performed an evaluation of Lakeside Library for eligibility for the CRHR, NRHP, San Diego County Local Register of Historical Resources, and the County of San Diego Resource Protection Ordinance, in accordance with CEQA. *Role: Associate Architectural Historian. Duties included archival research, field survey, development of historic context, assessments of eligibility, and preparation of the Historic Resources Evaluation Report deliverable.*

***Citywide Historic Context Statement; City of North Bend; Coos County, Oregon.** Developed a comprehensive citywide historic context for the City of North Bend covering a variety of historical themes, important events, and property types. Also established registration requirements and guidelines for assessing significance and integrity specific to the city, its history, and its built resources to complement existing federal eligibility criteria and evaluation guidelines. *Role: Lead Architectural Historian and Project Manager. Responsibilities included project management, client communication, oversight of staff historians, and development of project deliverables as lead author.*

***Statewide Historic Resource Inventory and Historic Context Statement; California Department of Forestry and Fire Protection; Various Counties, California.** Contracted by the California Department of Forestry and Fire Protection (CAL FIRE), pursuant to Section 110 of the NHPA and for preservation planning purposes, to inventory and evaluate eligibility of all historic-era CAL FIRE properties throughout California. To evaluate the properties, the project required the development of a comprehensive historic context statement, involving substantial research and interviews with current and former CAL FIRE staff. *Role: Architectural Historian. Specific duties included leading field survey of several CAL FIRE districts, research, development of the historic context statement, development of registration requirements, and completion of 50+ evaluations of eligibility under National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) criteria, and preparation of Department of Parks and Recreation (DPR) forms.*

***On-Call Section 106 Historic Preservation Services; City of Los Angeles; Los Angeles County, California.** Contracted to perform historic resource surveys, eligibility

evaluations under NRHP and CRHR criteria, and assessments of potential effects for proposed residential and commercial development projects under an on-call contract and according to requirements set by an NRHP Section 106 Programmatic Agreement. *Role:*

Architectural Historian. Responsible for various tasks for each project under the contract, including field surveys, development of historic contexts, eligibility evaluations, recommendations for mitigation of adverse effects, and preparation of DPR forms and memo reports of findings to the City of Los Angeles.

State of Nevada Statewide Outdoor Recreation Historic Context; Confidential Client; Clark County, Arizona. SWCA is conducting a statewide built environment and cultural landscapes survey of Nevada state parks, including NRHP evaluations of each park and a statewide historic context regarding the development of the state parks and recreation in Nevada. *Role: Architectural Historian. Responsible for field survey of several parks, research, contributions to the historic context, and NRHP evaluations of several parks.*

E Street Complete Streets CEQA Environmental Services; California Department of Transportation (Caltrans); Fresno County, California. In compliance with CEQA, SWCA is performing archaeological and historical resource consultation services involving field survey, research, development of historic context, evaluations of eligibility under CRHR/NRHP criteria, and assessments of potential effects as indicated for a proposed transportation project through a residential and commercial corridor. *Role: Architectural Historian. Specific tasks have included research, identification of historical resources, and development of historic context on Japanese-American history in Fresno and on the development of Fresno's Japantown.*

Historic Resources Evaluation Report for the Mountain View Avenue Shoulder Project; Caltrans; Fresno County, California. Contracted to perform historic resource survey, evaluation, and assessment of potential effects for a proposed transportation project. In total, 36 primarily single-family residential properties were surveyed and evaluated as part of the study. Evaluations of eligibility required development of a historic context statement for the City of Selma covering topics such as community development, Portuguese-American and Armenian-American history, and residential and civic architecture. *Role: Architectural Historian. Project responsibilities included contributions to the historic context statement, evaluations of eligibility under CRHR criteria, and preparation of DPR forms.*

Butte County CDBG-DR Projects Environmental Services; Butte County; Butte County, California. SWCA is providing environmental consulting services, including cultural resources management services, to Butte County's Department of Public Works. SWCA is responsible for navigating state and federal regulatory processes to meet the requirements of Community Development Block Grant Disaster Recovery (CDBG-DR) and Federal Emergency Management Agency Public Assistance funding. *Role: Architectural Historian. Completed documentation of a variety of built environment resources, including roads and residences, and evaluations of eligibility for the NRHP and CRHR.*

***Master Survey Report for the East Bay Municipal Utility District, Federal Energy Regulatory Commission Project No. 2916; Water Resources Planning Division; Amador, Calaveras, and San Joaquin Counties, California.** Contracted by the East Bay Municipal Utility District to develop historic contexts, complete a master inventory, and conduct eligibility evaluations for built-environment resources within the recreation areas of the Camanche and Pardee Reservoirs. The project also sought to review all previously completed studies and identify data gaps toward the future development of a Historic Properties Management Plan. *Role: Architectural Historian. Project duties included compiling an inventory of previous cultural resources investigations, leading the identification and survey of historic-era properties within the study area that could be affected by planned project activities, identifying data gaps and additional study necessary, preparing evaluations of eligibility, and preparation of the Master Survey Report.*

***Cultural Resources Technical Report for the Hydrostor A-CAES Transmission Line Project; Hydrostor, Inc.; Kern County, California.** Completed consultation for compliance with Section 106 and CEQA for a transmission line undertaking. Scope included survey and evaluation of approximately 40 primarily residential properties, including one NRHP-eligible historic district. *Role: Lead Architectural Historian. Specific project duties included property documentation on DPR forms, development of historic context, NRHP/CRHR eligibility evaluations, recommendations of mitigation measures for potential adverse effects, and preparation of the built environment portions of the technical report deliverable.*

***Historic Resources Assessment Report for 855 West Knoll Drive; Michelle Wizman; Los Angeles County, California.** Evaluated a single-family residence at 855 West Knoll Drive in West Hollywood for eligibility for the CRHR and as a historic cultural monument in accordance with CEQA. *Role: Associate Architectural Historian. Performed archival and historical research, field survey and documentation, evaluation of eligibility, and preparation of findings in a Historic Resource Assessment Report.*

TREVOR MARK, M.S., STAFF ARCHITECTURAL HISTORIAN

Trevor Mark is an associate project architectural historian and historic preservationist based in SWCA's Sacramento office. He meets the Secretary of the Interior's Professional Qualifications Standards for architectural history and holds a Master of Science degree in Historic Preservation from the Pratt Institute in Brooklyn, New York. He has worked in California, Oregon, Washington, Nevada, Idaho, Utah, Colorado, New York, and North Carolina. Trevor began his career as a commissioner on the Historic Preservation Commission for the City of Leadville, Colorado, and has experience with demolition hearings, composing architectural infill guidelines, review of historic tax credit applications, and public outreach on historic preservation topics in a large Historic Landmark District. He is well-versed in crafting historic narratives from archival material and documenting and mapping change over time. Trevor has experience preparing treatment recommendations according to the Secretary of Interior's Standards, composing preservation plans and impact statements, and documenting areas of effect on large project sites and individual buildings alike.

YEARS OF EXPERIENCE

5

EXPERTISE

Architectural History - Meets Secretary of the Interior's Professional Qualification Standards

Cultural resource sections of environmental impact reports

National Register of Historic Places (NRHP) eligibility evaluations

Field Documentation

EDUCATION

M.S., Historic Preservation; Pratt Institute; New York, New York; 2021

B.A., Communication; Western State College; Gunnison, Colorado; 2011

CERTIFICATIONS

New York Institute of Art and Design
AutoCAD Certificate, 2023

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Determination of Eligibility Support – Booz Allen; Confidential Client; Los Angeles County, California. Evaluation of federal agency buildings for the NRHP. *Role: Architectural Historian. Managed field data collection, report writing, and site forms.*

2021 Armory Reevaluation; Utah National Guard; Utah County, Utah. SWCA served to reevaluate previously documented armories in Lehi, Price, American Fork, and Springville, Utah. Work involved site visits, documentation, and observation of changes to the buildings since previous survey work. *Role: Assistant Architectural Historian. Responsible for archival research, historical context statement, field survey, and observation of changes to the buildings since the last survey.*

Applied Sciences Building Preservation Consulting; EDA Architects, Inc.; Salt Lake County, Utah. SWCA conducted an architectural assessment consultation with the University of Utah and produced a selective reconnaissance-level survey for the identification of historic properties that face or are adjacent to the proposed Applied Sciences addition to the Stewart Building on the University of Utah Campus. *Role: Assistant Architectural Historian. Responsible for assembling the report, conducting field surveys, and compiling data.*

Camp Williams Walking Tour Utah National Guard; Utah National Guard; Utah County, Utah. SWCA was contracted to create educational signage for the camps of the Utah National Guard at Camp Williams. *Role: Architectural Historian in charge of site visits, content writing, media acquisition, and research.*

Eureka Admin Building Memorandum of Agreement (MOA) and Historic Properties

Treatment Plan (HPTP); Bureau of Land Management (BLM); Eureka County, Nevada. SWCA was contracted to evaluate the buildings at the Eureka BLM campus for NRHP eligibility. *Role: Architectural Historian. Authored building descriptions and compiled historic site forms for five resources.*

Humboldt County Airports Architectural History Studies; Armstrong Consultants, Inc.; Rohnerville, Humboldt County, California. SWCA was contracted to evaluate airports in Humboldt County for NRHP eligibility. *Role: Architectural Historian. Provided desktop analysis, building descriptions, reporting, historic context, and site form production for an airport project.*

Hydro Power Plant Decommissioning; Confidential Client; Idaho. SWCA provided documentation of a hydroelectric power plant that is being decommissioned. *Role: Architectural Historian. Responsible for documentation, fieldwork, and preparation of Historic American Engineering Record (HAER) documents.*

Nomination for the Lone Peak/Fairoaks Neighborhood in Holladay; Utah State Historic Preservation Office; Salt Lake County, Utah. SWCA assembled a National Historic District nomination form and related research for a set of 14 1950s-era contemporary style houses in the Salt Lake City suburb of Holladay. *Role: Assistant Architectural Historian. Responsible for research, change over time analysis, and contribution to the preparation of the NRHP forms.*

Rocky Mountain Housing Project No. 1 Cultural Services; AJC Architects; Larimer County, Colorado. SWCA assessed the architectural resources at the West Entrance of Rocky Mountain National Park, including updating State Historic Preservation Office (SHPO) site forms and researching and writing a historical context. The goal was to provide a preservation plan and documentation of historic resources at the West Entrance of the park. *Role: Assistant Architectural Historian. In charge of research, historical context statement, report contributions, and change over time analysis and documentation.*

PacifiCorp HydroEast Environmental Support 2022–2023; PacifiCorp; Utah and Idaho. PacifiCorp contracted SWCA for review and evaluation of historic properties associated with multiple projects throughout Utah and Idaho. *Role: Architectural Historian. Responsible for writing content and finding media for curation and design of interpretive signage and updates to the NRHP documentation at Pioneer Power Plant.*

Nevada Statewide Outdoor Recreation Historic Context; Confidential Client; Multiple Counties, Nevada. SWCA evaluated parks throughout Nevada. *Role: Architectural Historian. In charge of data organization, research, report writing, and site form production.*

TNC Phase 2 Visitors Center SHPO Consultation Package; U.S. Air Force Academy (USAFA) Business Improvement District; El Paso County, Colorado. SWCA was contracted to create educational signage for the USAFA campus. *Role: Architectural Historian. Led all steps of sign creation, outlining, writing of content, media acquisition and fair use agreements, and management of drafting process.*

Little Cottonwood Canyon State Route 210 (SR 210) Environmental Impact Statement (EIS); HDR Engineering, Inc.; Salt Lake County, Utah. SWCA is supporting the development of the EIS analyzing potential impacts of various transportation improvements associated with SR 210. SWCA has completed all cultural resources fieldwork and reports; prepared EIS sections for cultural resources, land use, and visual resources; and prepared the U.S. Forest Service's Land and Resource Management Plan amendment required for the project. SWCA also supported response to public comments on the Draft EIS and implementation of short-term projects identified through the EIS process. *Role: Assistant Architectural Historian. Responsible for field data collection, research, and memorandum writing for both a mining history site in the Alta Historic District and the Granite Paper Mill at the mouth of Big Cottonwood Canyon.*

Millcreek Canyon Roadway Improvements; HDR, Inc.; Millcreek, Salt Lake County, Utah. SWCA conducted a cultural resources assessment of the Millcreek Canyon roadway above the winter gate, including both architectural and archeological resources. The results of the cultural resources assessments were designed to enable the Federal Highway Administration to prepare the determination of eligibility under Section 106 of the National Historic Preservation Act of 1966, as amended. *Role: Assistant Architectural Historian. Responsible for field data collection, research, and report writing.*

Idaho Falls Power Relicensing Support; Kleinschmidt Associates; Bonneville County, Idaho. SWCA is providing support to Kleinschmidt on various tasks related to the Idaho Falls Power Federal Energy Regulatory Commission (FERC) Relicensing Project, which includes the Gem State and Idaho Falls projects. These support tasks include data gathering and preparatory work for early engagement, project management, drafting technical sections of a preapplication document (PAD), revising based on comments, reviewing comprehensive plans, and providing environmental analysis along with general project implementation activities. *Role: Architectural Historian. Responsible for drafting the architectural part of the PAD document and designing the study approach.*

Star Mine and Deer Camp MOA Support; Extell Development Company; Wasatch County, Utah. SWCA provided historic properties evaluation services for a mining district east of Park City, Utah. *Role: Architectural Historian. Responsible for surveying, evaluation, and reporting on the historic mining district in addition to curation and design of interpretive signage.*

Weber Hydro Environmental Support 2018; PacifiCorp; Weber County, Utah. SWCA supported PacifiCorp in the relicensing process for the Weber River Hydroelectric Project since 2015. As part of the relicensing effort, SWCA performed an evaluation of historic properties as part of the relicensing process. SWCA continues to support PacifiCorp with its efforts to comply with the new FERC license and all FERC and state regulatory reporting requirements. *Role: Architectural Historian. Responsible for updating the historic properties management plan and implementing the mitigations included in the planning documents such as curation and design of interpretive signage and updates to the NRHP documentation.*

ELIZABETH DAVIDSON, M.A., PROJECT ARCHAEOLOGIST

Elizabeth Davidson has over 25 years of experience in the field of cultural resources management and archaeology. She has worked on more than 100 projects throughout California and Arizona. She regularly works with a range of regulatory and assessment frameworks including National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), National Register of Historic Places, California Register of Historical Resources, and the California Environmental Quality Act (CEQA), and exceeds the Secretary of the Interior's Standards for archaeology. Elizabeth has conducted archaeological studies and produced reports for a wide variety of development and resource management projects including military installations, utility projects, transportation projects, and commercial and residential developments. She has served as a principal archaeologist for a range of cultural resources studies including archaeological surveys, test excavations, data recovery programs, and monitoring projects. She has strong leadership, problem solving, critical judgment, conceptualization, realization, organization, and research skills. Elizabeth has presented papers at the Society of California Archaeology conferences and has been a guest lecturer at San Diego City College. She also served as Second Vice President for the San Diego County Archaeological Society.

YEARS OF EXPERIENCE

25

EXPERTISE

Cultural resources management

Prehistoric and historical archaeology

NHPA Sections 106 and 110

CEQA / NEPA

Native American and Native American Graves Protection and Repatriation Act Consultation

Lithic and ceramic analysis

Geographic information system (GIS)

EDUCATION

M.A., Archaeology and Heritage;
University of Leicester, United Kingdom;
2007

B.A., Anthropology and Geography; San
Diego State University, California; 2001

SELECTED PROJECT EXPERIENCE (* denotes project experience prior to SWCA)

Starlight Solar Environmental Impact Report (EIR) and Surveys; Empire II, LLC; San Diego County, California. SWCA is preparing an EIR assessing the environmental impacts of the construction and operation of a solar energy storage project in unincorporated San Diego County. The project is an important component of meeting the County's local renewable energy procurement targets. The EIR will be supported by several technical studies prepared by SWCA, including biology, jurisdictional waters, cultural resources, wildfire, noise, air quality, and visual resources (including glare and visual simulations). SWCA assisted in the design of the project by identifying constraints and working with the design team to limit environmental impacts. *Role: Archaeologist.*

***Proposed San Diego Gas and Electric Sunrise Powerlink Project; San Diego Gas and Electric; San Diego to Imperial Valley, California.** This phase of the San Diego Gas and Electric (SDG&E) project to install a new transmission line corridor includes the preliminary reporting of any cultural resources observed during field visits to the proposed impact areas. *Role: Senior Archaeological Monitor. Recorded sites encountered during monitoring on National Park Service forms and collected GPS points and photographs of the site for future review.*

***Hill Street Monitoring Project; SDG&E, City of San Diego; San Diego County, California.** One prehistoric site was encountered, and a data recovery program was implemented. *Role: Senior Archaeological Monitor.*

***SDG&E Uptown Substation Expansion; SDG&E; San Diego County, California.**

Role: Archaeologist. Conducted the survey, recorded the historical and archaeological resources, and produced all the graphics for the final report. Additionally, recorded all resources on Department of Parks and Recreation forms.

***As-Needed Environmental Assessment and Air Quality Services; Los Angeles Department of Water and Power; County of Los Angeles, California.** Provided as-needed environmental consultant support, including specialized technical studies and CEQA environmental documents for the maintenance and development of water and power facilities. Provided management oversight and technical input for 7 years to ensure the Los Angeles Department of Water and Power was supported through two successful rounds of contract execution. *Role: Southern California Regional Director and Senior Advisor.*

SWCA

Tab C:
Cost Proposal

PRICING SCHEDULE

Table 1 lists fully burdened hourly rates for the labor classifications listed in Section F. Labor Classifications. Table 2 list additional labor classifications.

Table 1. Pricing Schedule

LABOR CLASSIFICATIONS	POSITION TITLE	FULLY BURDENED HOURLY RATE
1. Principal	Subject Matter Expert I-II	\$207
2. Project Manager	Cultural Resources Specialist VIII-X	\$158

Table 2. Additional Pricing Schedule

LABOR CLASSIFICATIONS	POSITION TITLE	FULLY BURDENED HOURLY RATE
Cultural Resources Director	Subject Matter Expert II-IV	\$230
Senior Architectural Historian	Cultural Resources Specialist IX-XI	\$189
Senior Project Manager	Cultural Resources Specialist IX-XI	\$169
Project Architectural Historian	Cultural Resources Specialist VI-VIII	\$147
Staff Architectural Historian	Cultural Resources Specialist III-V	\$123
Project Cultural Resources Specialist	Cultural Resources Specialist VI-VIII	\$147
Staff Cultural Resources Specialist	Cultural Resources Specialist III-V	\$123
Senior GIS Specialist	GIS Specialist VIII-X	\$169
GIS Specialist	GIS Specialist V-VII	\$137
Technical Writer/Editor	Technical Writer/Editor	\$158
Project Controls	Project Controls Specialist	\$158
Administrative Specialist	Administration Specialist	\$123