

**AGREEMENT WITH RINCON CONSULTANTS, INC  
FOR PROFESSIONAL CONSULTANT SERVICES  
FOR  
HISTORIC PRESERVATION SERVICES**

This Agreement, made and entered into this day of \_\_\_\_\_, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **RINCON CONSULTANTS, INC.**, a California S Corporation, ("CONSULTANT"), whose address is 66 Franklin Street, Suite 300, Oakland, California, 94607.

**RECITALS:**

- A. CITY desires certain Historic Preservation services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these Historic Preservation services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONSULTANT**

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

CONSULTANT agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

### **SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on January 23, 2025 and be completed by January 31, 2028.

### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services (Work Plan) set forth in Exhibit A and the Budget and Rates set forth in Exhibit B, CITY agrees to pay CONSULTANT a fee in an amount not to exceed \$328,743. This not to exceed amount includes the \$285,843 base budget, and a 15% contingency in the amount of \$42,900, which requires approval by CITY in the event that additional services are required during the course of the project.

### **SECTION 6 - TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

### **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

## **SECTION 9 - INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **SECTION 10 - CONSULTANT'S STATUS**

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

## **SECTION 11 - INDEMNITY**

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims. The CONSULTANT'S duty to indemnify shall survive expiration or early termination of this Agreement.

## **SECTION 12 - INSURANCE**

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

## **SECTION 13 - NON-ASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

## **SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT**

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

## **SECTION 15 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

## **SECTION 16 - SEVERABILITY**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

## **SECTION 17 - COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

## **SECTION 18 - NON-DISCRIMINATION**

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

## **SECTION 19 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

## **SECTION 20 - LITIGATION**

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

## **SECTION 21 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Zachary Dahl  
Community Development Director  
City of San Mateo  
330 W. 20<sup>th</sup> Avenue  
San Mateo, CA 94403

To CONSULTANT: Rincon Consultants, INC  
Attn: Margo Nayyar  
66 Franklin Street, Suite 300  
Oakland, CA 94607

## **SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

### **SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT**

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

### **SECTION 24 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and RINCON CONSULTANTS, INC. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

Alex Khojikian  
City Manager

Jennifer Haddow  
Executive Vice President

Date

APPROVED AS TO FORM

Mazarin Vakharia  
Assistant City Attorney

Date

Lacrisa Davis  
Executive Vice President

Date

**Attachments:**

Exhibit A: Scope of Services  
Exhibit B: Budget and Fee Rates  
Exhibit C: Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES / WORK PLAN

#### Task 1 Kick-Off Meeting and Ongoing Project Management

Within two weeks of notice to proceed, Rincon will hold a virtual kickoff meeting with key City and Rincon staff to discuss data needs, clarify the project scope and goals, establish communication protocol and expectations, outline next steps, and develop a draft schedule. The schedule will be made available to all project participants and updated as tasks are completed. The meeting agenda and meeting minutes will be distributed via email. Based on the discussion results of the meeting, Rincon will prepare a project goals memorandum and revised work plan and schedule in Microsoft Word and PDF format for the City's review and approval.

Rincon prioritizes communication with the City as a way to manage the project efficiently and effectively but also to provide support and problem solving capabilities should any challenges arise. The Rincon Project Manager, JulieAnn Murphy, will coordinate closely with City staff prior to the initiation of a project task and also during each stage of the task. Rincon will schedule virtual biweekly meetings for the duration of the project between staff and the Consultant. JulieAnn will provide City staff with project updates and will provide regular updates to the schedule, as needed.

As part of the kickoff meeting and any subsequent meetings, Rincon staff will be responsible for preparing meeting agendas, recording meeting minutes, providing a list of attendees, and for distributing the meeting minutes via email to the necessary individuals and groups. We assume 28, one-hour meetings. JulieAnn will manage personnel and task activities using Rincon's full suite of project management tools such as Deltek® Ajera and Ajera CRM project management software.

#### Task 2 Research and Analysis

##### Task 2.1 Preservation Ordinance Research and Analysis

Our approach to every preservation undertaking is to carefully apply the appropriate historic guidelines outlined by the National Parks Service and the OHP. To assess the changes necessary to the City's Historic Preservation Ordinance to meet criteria established in General Plan 2040, Rincon will complete an audit of existing literature related to historic resources in San Mateo, including the City's General Plan 2040, Historic Preservation Ordinance, and 1989 historic survey and other survey documents, including program applications, studies, and operating procedures to gain a complete understanding of the existing conditions of the documentation and treatment of historic resources in San Mateo.

Rincon will also research historic preservation planning best practices including processes for designating historic districts. Best practices will be gathered from a spectrum of sources including guidance documents by the National Parks Service and as presented in OHP's Technical Assistance Bulletin: Drafting Historic Preservation Ordinances. Additional sources will include case studies of other proven successful historic preservation programs throughout the state and emerging trends in preservation planning. Research will include an examination of preservation ordinances of cities similar to San Mateo, in terms of size, age of building stock, shared developmental trends, and distribution of land uses. In addition to researching ordinances, or official legislation, Rincon will also review historic preservation policies and operating procedures of cities with similar characteristics to San Mateo to identify tools, methods, and processes that work in tandem with ordinances to successfully achieve preservation goals.

A summary of the research efforts will be provided in tabular form, outlining recommended changes required to the existing ordinance to meet the criteria in General Plan 2040. It will also provide a succinct summary of the research findings, with specific information on options and recommendations for establishing a historic district designation process.

##### Task 2.2 Historic Context Research

Rincon will research the city's historical and architectural themes and inform the development of a Citywide Historic Context Statement. This will be accomplished through a review of relevant primary and secondary source materials. Rincon will conduct a records search of the California Historical Resources Information System at the Northwest Information Center and review the OHP's Built Environment Resources Directory to identify additional historical resources located in the City that have been identified since 1989. Additional archival research will also include a review of historical aerial images and maps to characterize the historical development of the city and the existing conditions and research at local repositories, including, but not limited to, the San Mateo County Historical Association, San Mateo Public Library California Collection, and San Mateo County Clerk-Recorder. As detailed further in Task 4 below, the Citywide Historic Context Statement will



serve as the basis for evaluating individual historic buildings and complexes and will place each property within the broader context of the region's history. This task also includes a reconnaissance-level survey of the city to identify architectural styles, property types, and resource concentrations. We assume no resource recordation or evaluations will be completed.

## Task 3 Community Outreach and Engagement

### Task 3.1 Outreach and Engagement Strategy

The first step to effective engagement is understanding the community and establishing a strategy to achieve desired outcomes. Rincon will work with City staff to raise awareness about and solicit input on the Historic Preservation Ordinance through strategic community outreach and engagement efforts, which are described further in Task 3.2. The Community Outreach and Engagement Strategy will establish a plan for the project's community engagement efforts based on our Engagement Ecosystem methodology. The plan will accomplish the following:

**Community Profile:** Establish an understanding of the community's needs and preferences for engagement based on available information, such as the U.S. Census, previous engagement efforts, and local cultural sources, such as social media, news sources, and community groups

**Measuring Reach:** Illustrate how the success of the engagement efforts will be measured to provide accountability

**Mutual Learning & Awareness, Participatory Methods:** Establish learning objectives for each engagement effort, outline each of the main engagement tasks, associated equity, and participatory approach with each event and any anticipated information that could serve as barriers to participation, such as technical terminology or concepts that need to be explained further through intentional activity design

**Participatory Methods:** Provide a schedule outlining when the tasks and events would occur and ensure timing aligns with community needs for accessibility

**Reciprocal Community Partnerships:** Describe the roles and responsibilities of City staff, the Rincon team, and additional partners. Identify strategies for the promotion of engagement events that are relevant to the community, leverage existing networks, and reach a wide audience.

Rincon will use our in-house graphics team and collaborate with the City to create a clear and transparent Community Outreach and Engagement Strategy. In addition to the main items listed above, the Rincon team will provide recommendations on informational materials, presentations, social media and website postings, and/or mailings, that would be appropriate to promote and support the engagement strategy. This strategy will help strengthen connections between residents and decision-makers and encourage community involvement in the Historic Preservation Ordinance going forward.

Rincon will provide the draft Outreach and Engagement Strategy to the City in a Microsoft Word document. We anticipate up to two rounds of review by consolidated review will be required to sufficiently address comments from City staff before finalizing the document.

### Task 3.2 Outreach and Engagement Delivery

The Rincon team understands the importance of involving the local community, and we strive to reach all community members using a variety of digital and non-digital methods through the languages that the community is most comfortable using and work closely with local community groups, organizations, staff, and officials who know the region best. The engagement events will be designed to obtain early community input on the context statement and Historic Preservation Ordinance Amendments.

#### Key Interested Parties Focus Groups

The Rincon team would work with the City to identify and conduct up to five focus groups to discuss the project with local interested parties. These focus groups will be conducted virtually for approximately one hour each, and groups will be organized to discuss topics pertinent to their experience and expertise. The focus group task is a critical step in gaining a candid understanding of conditions and issues from various perspectives. These meetings will also create or strengthen the relationship between the project partners and the community, which will prove to be a valuable asset as the project progresses. Rincon assumes that up to two Rincon staff members will attend each focus group.

## Community Meetings

Rincon will initially engage directly with the community at up to four workshop-style community meetings, two held in-person and two held virtually. The Rincon team will support these events by developing engagement materials and non-traditional workshop designs that integrate elements of civic education and consensus building while fostering a dialogue that provides early and ongoing input on the project. The Rincon team will also support this task by providing engagement materials, such as flyers or postcards with project information, social media posts, and interactive activity materials (i.e. voting boards, maps, preference activity boards, etc.). All materials would be developed in coordination with the City to be accessible and culturally relevant to the communities that San Mateo serves. Additionally, the material will be designed to break down complex topics into digestible pieces, with an emphasis on clear visual communication and simple text, to help address language barriers and make it more inviting to participate. The timing for the workshops will be identified within Rincon's Community Outreach and Engagement Strategy (Task 3.1). It is anticipated that the first two workshops will be held early in the process to solicit early input and introduce the project and that the last two workshops will be held after the development of the draft context statement and ordinance to validate our initial findings and provide an additional opportunity for community dialogue before final adoption hearings.

Prior to each event, Rincon will develop an event approach memo that outlines the activities to be performed, the responsibilities of different individuals, venue details, and a comprehensive list of needed materials. Additionally, the Rincon team will support City staff in securing venues and other logistics associated with each event.

## Study Session

The Rincon team will participate in up to three study sessions with decision-makers, such as the Planning Commission and City Council. The objective of the study session will be to report on the results of the community engagement after its conclusion and solicit feedback for the development of the Historic Context Statement and Historic Preservation Ordinance. Rincon assumes that attendance will be in-person, and we will provide a draft and final PowerPoint presentation for each meeting.

## Engagement Results Summary

The Rincon team will develop an engagement results summary to be provided to all interested parties and decision-makers that will accompany the remainder of the project documents. The engagement results summary will include engagement metrics, such as number of focus groups, community events, and number of attendees at each, along with the findings and summarized feedback from the engagement events. The engagement results summary will be provided in a memorandum or as a PowerPoint slide deck, whichever format the City prefers. Rincon will respond to one round of consolidated comments on the draft Engagement Results Summary.

# Task 4 Preparation and Development of Historic Preservation Ordinance Amendments and a Citywide Historic Context Statement and Historic Policy

## Task 4.1 Historic Preservation Ordinance Amendments and Policy

Informed by the results of research conducted under Task 2 and outreach efforts outlined under Task 3, Rincon will work closely with City staff to prepare Historic Preservation Ordinance Amendments. Rincon understands that robust historic preservation ordinances are comprised of several key elements, including the following: state the purpose, identify the enabling authority, establish a preservation commission, provide procedures for designation of resources and actions for review, acknowledge economic effects of designation, describe appeals and enforcement provisions, and include a concise set of definitions. We will work to ensure the resulting ordinance establishes a clear nomination and review process to be completed by qualified persons and/or committees. The anticipated ordinance may include the following items:

Procedures and Criteria for Identifying and Designating Historic Resources	Economic Effects
Procedures and Criteria for Actions Subject to Review	Appeals
CEQA Considerations	Enforcement
	Decommissioning Process

If research and outreach efforts uncover the need for the development of information to supplement the Historic Preservation Ordinance Amendments, Rincon will prepare a historic policy document. Policies, designed to supplement official legislation, may include a brief preservation plan or development of a long-range vision statement. It may also include suggestions for operating procedures, or separate standalone documents that can be updated more frequently to adapt to changing program needs, like FAQs, checklists, and application forms. Rincon will prepare a historic policy document to supplement and support the Historic Preservation Ordinance Amendments. The draft document will be provided to the City in a Microsoft Word document. We anticipate up to one round of review by consolidated review will be required to sufficiently address comments from City staff and attorneys.

Rincon will develop and provide the draft ordinance language to the City in a Microsoft Word document. We anticipate up to three rounds of review by consolidated review will be required to sufficiently address comments from City staff and attorneys. Rincon will then present the draft Historic Preservation Ordinance Amendment to the community at a community meeting, as outlined above in Task 3.2, for feedback to be incorporated into a final version. Rincon anticipates one additional round of review to address comments from the community before finalizing the ordinance for formal adoption.

## Task 4.2 Historic Context Development

Following the completion of existing conditions and archival research, Rincon will draft a Citywide Historic Context Statement outline that identifies the relevant historic themes and developmental history of the city. The outline will provide the basis for the final document's structure and will offer flexibility to incorporate decision maker direction and community input collected through outreach and engagement activities outlined above. We assume one round of review of the outline.

Once the outline is approved, Rincon will draft the Historic Context Statement which will capture themes such as early exploration to mid-twentieth century growth and describe the relationship of built resources to the unique social and cultural history of the city and identify typical property types and concentrations. It will also feature an evaluation methodology with integrity considerations that resources must possess to be eligible historical resources. The historic context will help guide future survey efforts, including for historic districts, and provide a consistent and efficient process for the identification and evaluation of historical resources. The Historic Context Statement is anticipated to be a "living" document, which can be expanded upon with additional chapters as contexts and themes are identified and expanded upon in the future. Rincon will submit a draft of the Historic Context Statement in a preliminary report to the City in a Microsoft Word document. We anticipate up to four rounds of review by consolidated review will be required to sufficiently address comments from City staff and attorneys before finalizing the document for formal adoption.

## Task 5 Planning Commission and City Council Public Hearings

Rincon understands that each public meeting is an opportunity to share information and hear additional community and stakeholder concerns. Developing a clear understanding of issues in the early planning phases helps our team make the most of each public meeting and hearing. Following completion and internal acceptance of the draft Historic Preservation Ordinance Amendments and Citywide Historic Context Statement, Rincon will prepare staff reports and presentation materials to support staff presentation to the Planning Commission and City Council. In advance of meetings and hearings, Rincon staff will plan clear presentation materials in concert with the City.

Staff reports will include a review of the research and analysis methods and results, the outreach and engagement strategy and data, and the draft Historic Preservation Ordinance Amendments and Citywide Historic Context Statement for review. Rincon will prepare a PowerPoint presentation to graphically present the schedule, process, progress, and results of the Historic Preservation Ordinance Amendments and Citywide Historic Context Statement preparation, and will provide examples of outreach materials. Rincon staff will attend hearings and be available for questions from the board and aid with presentations, if needed. Rincon staff will be responsible for recording commissioner and council member comments and incorporating changes to the Historic Preservation Ordinance Amendments and Citywide Historic Context Statement, as necessary. Attendance at up to five hearings is anticipated including three City Council and two Planning Commission meetings.

## Task 6 Implementation Plan

To support implementation of the Historic Preservation Ordinance Amendments, Historic Context Statement, and historic policy document, thereby providing an element of certainty and consistency into the regulatory process for local development for City staff, project applicants, and stakeholders, Rincon will develop an Implementation Plan. The Implementation Plan will document implementation goals, identify specific strategies to achieve goals, outline timelines for enacting each strategy, and define roles and responsibilities for each stage of implementation. The Implementation Plan will also include a review of anticipated adaptive challenges and proposed metrics to measure successful implementation. The Implementation Plan will include a phased approach and include exploration, installation, initial implementation, and full implementation. The phased approach will allow Rincon, in conjunction with City staff, to monitor success and determine if the Implementation Plan requires adjustment or if additional meetings or trainings would be beneficial.

In conjunction with the Implementation Plan, Rincon will develop trainings and materials for City staff to ensure successful administration of the Historic Preservation Ordinance Amendments and suitable application of the Citywide Historic Context Statement.

Rincon will provide the draft Implementation Plan to the City in a Microsoft Word document. We anticipate up to two rounds of review by consolidated review will be required to sufficiently address comments from City staff and attorneys before finalizing the document. We anticipate one in-person and one virtual training for City staff.

## Schedule

Task	Schedule from Notice to Proceed	Task	Schedule from Notice to Proceed
1 Kickoff Meeting and Project Management	2 weeks; Ongoing	4 Historic Context	3-11 months
2 Research and Analysis	1-3 months	5 Public Meetings	6-12 months
3 Community Outreach	1-10 months	6 Implementation Plan	6-14 months

**EXHIBIT B**  
**BUDGET AND FEE RATES**

		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 1</b>	<b>Kick-off Meeting</b>		172	\$40,864	\$0	\$40,864
	Principal	\$307	45	\$13,815		
	Supervisor Planner I	\$272	28	\$7,616		
	Historian IV	\$211	85	\$17,935		
	Project Assistant	\$107	14	\$1,498		
<b>Task 2</b>	<b>Research and Analysis</b>		209	\$42,563	\$3,235	\$45,798
<b>Task 2.1</b>	<b>Preservation Ordinance Research</b>		67	\$14,489	\$0	\$14,489
	Principal	\$307	5	\$1,535		
	Historian IV	\$211	60	\$12,660		
	Technical Editor	\$147	2	\$294		
<b>Task 2.2</b>	<b>Historic Context Research</b>		142	\$28,074	\$3,235	\$31,309
	Principal	\$307	4	\$1,228		
	Historian IV	\$211	80	\$16,880		
	Historian II	\$174	40	\$6,960		
	GIS/CADD Specialist II	\$167	18	\$3,006		
	Record Search				\$2,900	
	Travel - Mileage				\$335	
<b>Task 3</b>	<b>Community Outreach and Engagement</b>		280	\$59,598	\$680	\$60,278
<b>Task 3.1</b>	<b>Outreach and Engagement Strategy</b>		62	\$12,964	\$0	\$12,964
	Principal	\$307	2	\$614		
	Supervisor Planner I	\$272	16	\$4,352		
	Historian IV	\$211	10	\$2,110		
	Planner II	\$174	30	\$5,220		
	GIS/CADD Specialist II	\$167	4	\$668		
<b>Task 3.2</b>	<b>Outreach and Engagement Delivery</b>		218	\$46,634	\$680	\$47,314
	Principal	\$307	4	\$1,228		
	Supervisor Planner I	\$272	66	\$17,952		
	Historian IV	\$211	46	\$9,706		
	Planner II	\$174	102	\$17,748		
	Printing and Production				\$500	
	Vehicle Day Rate				\$180	
<b>Task 4</b>	<b>Ordinance and Context</b>		512	\$103,609	\$0	\$103,609
<b>Task 4.1</b>	<b>Ordinance Development</b>		83	\$17,961	\$0	\$17,961
	Principal	\$307	8	\$2,456		
	Historian IV	\$211	70	\$14,770		
	Technical Editor	\$147	5	\$735		
<b>Task 4.2</b>	<b>Historic Context Development</b>		429	\$85,648	\$0	\$85,648
	Principal	\$307	24	\$7,368		
	Historian IV	\$211	250	\$52,750		
	Historian II	\$174	100	\$17,400		
	GIS/CADD Specialist I	\$150	15	\$2,250		



	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Technical Editor	\$147	40	\$5,880		

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
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	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
<b>Task 5 Public Meetings</b>		<b>90</b>	<b>\$21,380</b>	<b>\$1,027</b>	<b>\$22,407</b>
Principal	\$307	16	\$4,912		
Supervisor Planner I	\$272	14	\$3,808		
Historian IV	\$211	60	\$12,660		
Travel				\$1,027	
<b>Task 6 Implementation Plan</b>		<b>60</b>	<b>\$12,820</b>	<b>\$67</b>	<b>\$12,887</b>
Principal	\$307	5	\$1,535		
Historian IV	\$211	50	\$10,550		
Technical Editor	\$147	5	\$735		
Travel - Mileage				\$67	
<b>Project Total</b>		<b>1,323</b>	<b>\$280,834</b>	<b>\$5,009</b>	<b>\$285,843</b>

Direct Expenses Summary	Amount
Printing and Production	\$500
Record Search	\$2,900
Travel	\$1,429
Vehicle Day Rate	\$180
Direct Expenses Subtotal	\$5,009

Payment will be made within 30 days of receipt of an invoice.

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** 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.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

**The City, its elected and appointed officials, employees, and agents are to be covered as insureds** on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT 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 the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

##### ***Primary Coverage***

For any claims related to this contract, the **CONSULTANT’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

***Waiver of Subrogation***

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect 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.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

***Verification of Coverage***

CONSULTANT shall furnish the 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 the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.