

SAN DIEGO REDEVELOPMENT AGENCY  
REQUEST FOR QUALIFICATIONS  
FOR  
ECONOMIC CONSULTANTS

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- Due Date:** 5:00 pm, Friday, October 30, 2009
- Contact:** Maureen Ostrye, Redevelopment Coordinator  
San Diego Redevelopment Agency  
[mostrye@sandiego.gov](mailto:mostrye@sandiego.gov)
- Submissions:** Each respondent is required to submit one original and four copies of the submittal and one high quality digital PDF on CD to Maureen Ostrye at the address below.
- Questions:** Questions should be addressed to Maureen Ostrye via email at [mostrye@sandiego.gov](mailto:mostrye@sandiego.gov). All inquires must contain the phrase "Economic Consultants RFQ" in the subject line.



San Diego Redevelopment Agency  
1200 Third Avenue, Suite 1400  
San Diego, CA 92101  
[www.sandiego.gov/redevelopment-agency](http://www.sandiego.gov/redevelopment-agency)

San Diego Redevelopment Agency  
Request for Qualifications: Economic Consultants

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# San Diego Redevelopment Agency Request for Qualifications: Economic Consultants

## Introduction

The San Diego Redevelopment Agency (Agency) is requesting qualifications from economic consultants to provide economic and financial analysis services for the redevelopment project areas administered on behalf of the Agency by the Redevelopment Division of the City of San Diego City Planning & Community Investment Department (Redevelopment Division) and the Southeastern Economic Development Corporation (SEDC). Although the Agency consists of three entities (the Redevelopment Division, the Southeastern Economic Development Corporation and Centre City Development Corporation, selected firms will provide services to the Redevelopment Division and/or the Southeastern Economic Development Corporation. **CCDC is not a party to this RFQ.**

## Redevelopment Agency Organization

The Agency was created by the City Council in 1958 to alleviate conditions of blight in designated urban areas. Pursuant to California Community Redevelopment Law (Health and Safety Code Section 33000 et.seq.) the Agency is authorized to use special legal and financial mechanisms to eliminate blight and improve economic and physical conditions in designated areas of the city (Project Areas). The San Diego City Council serves as the legislative body to the Agency (Agency Board).

Redevelopment activities and programs in the Agency's [17 Project Areas](#) (approx. 11,700 acres) are carried out by the Redevelopment Division and two public, nonprofit City corporations: [SEDC](#) and [Centre City Development Corporation](#) (CCDC).

The [Redevelopment Division](#) administers 11 of the Agency's 17 project areas encompassing approximately 7,613 acres: Barrio Logan, City Heights, College Community, College Grove, Crossroads, Grantville, Linda Vista, Naval Training Center, North Bay, North Park, and San Ysidro.

The Redevelopment Division is also the administrative arm of the Agency at large, providing coordination with CCDC and SEDC to meet certain budgetary and reporting requirements as well as maintaining the Agency Board meeting docket, official records, and website.

The [Southeastern Economic Development Corporation](#) (SEDC) was established by the City Council in 1981 to carry out redevelopment activities and economic development functions in southeastern San Diego. SEDC administers four redevelopment project areas and one study area: Central Imperial, Gateway Center West, Mount Hope, Southcrest, and Dells Imperial Study Area.

The [Centre City Development Corporation](#) (CCDC) was established by the City Council in 1975 to carry out redevelopment activities in downtown San Diego. CCDC administers two redevelopment project areas: Centre City (Core/Columbia, Cortez, East Village, Gaslamp Quarter, Little Italy, Marina), and Horton Plaza. CCDC also performs zoning as well as current and long range land use planning functions in Centre City on behalf of the City of San Diego.

## Scope of Work

The selected firms are required to have available personnel with proven expertise in economic consulting for residential (affordable housing and market rate housing) and non-residential projects. When and as directed by Agency staff, the firms shall provide services for redevelopment projects that include, but are not limited to, the following:

- Assist and advise on issues related to market and financial feasibility and property disposition for proposed projects;

- Prepare real estate market and economic feasibility studies;
- Prepare blight, economic and/or financial analyses for redevelopment plan amendments/adoptions;
- Assist the Agency with pro forma analyses to evaluate the financial feasibility of proposed projects and provide recommendations for Agency financial participation;
- Advise and consult with developers, architects, and other consultants regarding project feasibility, planning, and design;
- Participate in formal and informal discussions and presentations with Agency staff, potential developers, and community members;
- Assist the Agency in the preparation of legal documents for the sale or lease of Agency-owned property.
- Assist with correspondence, reports, and presentations to groups or individuals, and attend meetings as needed.

### **Procurement Process**

It is intended that the Redevelopment Division and/or SEDC will select more than one firm through this RFQ process. Firms selected will be placed on a list of pre-qualified consultants that the Redevelopment Division and/or SEDC may engage for the procurement of general as needed services and/or to complete discrete and clearly defined tasks. Placement of a firm on the list of pre-qualified consultants is no guarantee that the firm will be retained by the Redevelopment Division and/or SEDC. The pre-qualified consultants list, from which firms will be chosen for projects as described below, will be valid for up to three years starting on the date selected firms are announced.

As the need for services arises, bids will be solicited from the pre-qualified firms that are deemed to be the best fit for the particular scope of work. Bids may be solicited from all of the pre-qualified firms or a subset thereof. The Redevelopment Division and SEDC reserve the right to award multiple contracts when it is in their best interest to do so.

The Redevelopment Division and SEDC have varying needs with respect to the scope of work. Therefore, the Redevelopment Division and/or SEDC may choose to retain one or more of the firms under a longer term “as needed” contract and/or for discrete projects.

The Redevelopment Division and/or SEDC may choose to execute contracts with any and all of the selected firms on an “as needed basis.” The term of any contract for “as needed” services, if awarded, is estimated to be one year with an option to extend for two (2) additional (1) year periods at the sole discretion of the Redevelopment Division and/or SEDC. The Redevelopment Division and SEDC generally prefer to negotiate and set fee rates for the original contract period, but each reserves the right to revise rates at the time the option to extend the contract is exercised.

### **Submittal Format and Content**

All respondents are required to follow the format specified below. The contents of the submittal must be clear, concise, and complete. Respondents must submit one bound original, four copies, and one “high quality” digital PDF file (on CD).

Each section of the submittal *must be tabbed* according to the numbering system shown below to aid in expedient information retrieval. All printed materials must be double-sided to the maximum practicable extent.

Submittal Cover - Include the RFQ's title and submittal due date, the name, street address, e-mail address, and the telephone number of the principal firm.

Table of Contents - Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. Cover Letter - Describe how the delivery of services will be provided, including the location of the firm's offices and the response time to requests. In addition, describe those conditions, constraints, or problems that are unique to the scope of work that may adversely affect either the cost or progress of the work. The cover letter shall be brief (two pages maximum), and any changes to the format or deletions of requested materials shall be explained in the cover letter. Include the title and signature of the firm's contact person for this project (include street address, e-mail address and telephone number). The signatory shall be a person with official authority to bind the firm.
- II. Methods and Strategic Plan - Describe your methods and plan for carrying out the Scope of Work.
- III. Qualifications and Experience - Describe the firm's experience in providing similar services for public entities and/or the private sector. Include the firm's experience in the past three (3) years specifically related to the scope of work listed consecutively with the award and completion dates noted and/or current status. Each listed experience shall include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. If identifying joint venture partners and/or sub-consultants, describe their experience in the same manner described herein and identify the tasks that each firm is generally anticipated to perform.
- IV. List of Project Personnel - This list shall include the identification of the contact person with primary responsibility for this project, other project personnel, including joint venture partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered committed to the project. A résumé for each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The résumés shall include at least two references.
- V. Organization Chart - An organization chart containing the names of all key personnel, joint venture partners, and/or sub-consultants with titles and their specific task assignment for this project shall be provided in this section.
- VI. Other Information - This section shall contain all other pertinent information regarding this procurement in the following order: Please note the information listed below is only for the principal and co-venture partner(s) except for item (G).
  - A. Description of insurance coverage for principal respondent and co-venture partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims);
  - B. Description of in-house resources for principal respondent and co-venture partner(s) (i.e., computer capabilities, software applications, and modeling programs, etc.);
  - C. Completed *Work Force Report* or Equal Opportunity Plan for the principal respondent and/or co-venture partner(s) only (*See Attachment 1*);
  - E. Completed *Sub-Consultant List* (*See Attachment 1*);
  - G. Copy of valid DBE/DVBE/MBE/SBE/WBE certificates of listed firms to be used on this project for principal respondent, co-venture partner(s), sub-consultants, and/or vendors.
  - H. An identification of contracts and/or agreements that the principal, partner and/or sub-consultant firms are currently engaged with any departments of the City of San Diego and/or the Redevelopment Agency, or any of the entities which comprise the Agency. Describe the term of the contracts/agreements, the subject scope of work and the maximum dollar amount of the

contracts/agreements. Provide names and contact information of principal person(s) involved in said contracts/agreements.

VII. Schedule of Rates - Include rates for all project personnel of the principal, joint venture partner(s), and sub-consultants. Provide rates for all identified personnel that would be assigned to this project (along with their job classification) and rates for other personnel that may work on this project but are not currently identified by name but rather through job classifications. Clearly identify and list all other fees and expenses that may accrue and are not included in the personnel rates. Staff identified will be considered as committed to the project with no substitutions unless approved by the Redevelopment Division and/or SEDC.

### **Evaluation Criteria**

Submittals received will be evaluated by a Review Committee according to the criteria listed below:

- Conformance to the specified RFQ format;
- Organization, presentation, and content of the submittal;
- Specialized experience and technical competence of the firm(s), (including principal firms, joint venture-partners, and sub-consultants), considering the types of service required, record of performance, and the strength of the key personnel who will be dedicated to the project;
- Most advantageous rates to the Redevelopment Division and SEDC;
- Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner;
- Knowledge and understanding of local policies, regulations and standards as well as familiarity with Redevelopment Agencies and their purview;
- A local presence for working with the Redevelopment Division and/or SEDC and other stakeholders;
- A willingness to make meaningful wide-range subcontracting and employment opportunities available to all interested and qualified firms and individuals in the market place;
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFQ unless the Redevelopment Division/or and SEDC, at their sole discretion, decide to modify or waive the insurance requirements.

### **Selection Process**

A Review Committee will review submittals which meet the outlined requirements stated herein. The Review Committee will select the most responsive and qualified bidders based on the criteria listed above and place these respondents on the list of pre-qualified consultants for the Scope of Work.

Respondents may be invited to meet with Redevelopment Division/SEDC representatives to expand on their qualifications and experience and/or may be required to provide additional information. If selected for an interview, it is mandatory that all principal firms and the designated project manager attend.

The Review Committee may choose to "short-list" the most qualified firms, using the selection criteria listed above. Interviews and/or additional information may be sought only from the "short-listed" respondents and only those "short-listed" firms may be invited to an interview. The pre-qualified consultants will then be chosen from this "short-list" following interviews and/or review of any additional information requested based on the selection criteria.

## Schedule

The solicitation, receipt, and evaluation of submittals provided in response to this RFQ and the selection of the pre-qualified consultants will generally conform to the following schedule. The Redevelopment Division and/or SEDC reserve the right to modify this schedule:

|  |                                |
|--|--------------------------------|
| Distribution                                 | October 12                     |
| Deadline to submit questions                 | October 26                     |
| <b>Deadline for Qualifications submittal</b> | <b>October 30 at 5:00 p.m.</b> |
| Review submittals                            | November 2 – November 6        |
| Potential interviews                         | Week of November 16            |
| Selection and announcement                   | Week of November 23            |

One original and four copies of the submittal and one high quality digital PDF on CD must be delivered to the following address no later than **5:00 p.m. October 30, 2009**:

San Diego Redevelopment Agency  
1200 Third Avenue, Suite 1400  
San Diego, CA 92101  
ATTN: Maureen Ostrye, Redevelopment Coordinator

Inquiries related to this RFQ must be submitted **in writing via electronic mail** to Maureen Ostrye at [mostrye@sandiego.gov](mailto:mostrye@sandiego.gov). No other form of inquiries will be accepted. All inquiries must contain the phrase "Economic Consultants RFQ" in the subject line. **Inquiries submitted after October 26 may not receive a response.**

Incomplete submittals, incorrect information, or late submittals shall be cause for disqualification. Copies received by FAX and/or electronic mail will **not** be deemed as received.

## Terms and Conditions

Issuance of this RFQ does not commit the Agency to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the Agency Board and/or the SEDC Board of Directors, and/or the Agency Executive Director. Contracts awarded will be based upon the provisions contained in this RFQ, the successful bid, and the Agency's general contracting terms as they apply to consultants (see Attachment 2).

The Agency retains the right to reject all submittals. Each submittal shall be valid for not less than ninety (90) days from the date of receipt.

## Addendums

Addendums will be posted on the Agency's website at <http://www.sandiego.gov/redevelopment-agency/index.shtml>. It shall be the respondent's responsibility to check the website for any addendums.

## Public Disclosure

As a general rule, all documents received by the Agency are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure **no later than ten (10) days prior to the due date** of your response. If you do not obtain a determination of confidentiality prior to the submittal deadline, any document(s) submitted will be subject to public disclosure.

### Confidential Solicitation

The Agency will not share the details of individual responses to this solicitation with competing respondents during the selection process. After the selection process ends, all solicitations become public information (except portions otherwise deemed confidential as noted in the section above).

### Insurance

The firms selected to perform the work described in this RFQ will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1,000,000 per occurrence for all covered losses and not less than \$2,000,000 general aggregate for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City of San Diego, Agency, selected consultant, its sub-consultant(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the Agency. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million per occurrence and \$2 million annual aggregate. Said insurance shall be provided at the sole cost and expense of the firm selected, unless the Agency and/or SEDC, at its sole discretion, decides to modify or waive the insurance requirements.

### Equal Opportunity Requirements

The City of San Diego and the Agency are strongly committed to equal opportunity in solicitation of professional service consultants to assure that consultants doing business with or receiving funds from the Agency are equal opportunity contractors and employers. The Agency encourages principal consultants to share this commitment. Principal consultants are encouraged to take positive steps to diversify and expand their sub-consultant solicitation base and to offer consulting opportunities to all eligible sub-consultants. Individuals, contractors, vendors, consultants, grantees, lessees, and banks contracting with the Agency must comply with the City of San Diego's Equal Opportunity Program.

The selected respondent(s) and each of its (their) Sub-consultants and/or co-venture partners, shall comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. The respondent shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, medical condition or place of birth. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this document so that such provisions will be binding upon each sub-consultant.

In addition to the foregoing, selected consultants shall comply with City of San Diego Council Policy 100-04, adopted by Resolution R-282153, relating to the Federal Americans with Disabilities Act ("ADA"). Consultants are responsible for establishing and implementing an ADA program within the consultant's work place, and ensuring compliance with Council Policy 100-04 by its subcontractors.

Consultant must comply with requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program (Attachment 1).

### Nondiscrimination Policies

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of sub-consultants, vendors, or suppliers. Respondent shall provide equal opportunity for sub-consultants to participate in sub-consulting opportunities. Respondent 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.

### Conflict of Interest

State law makes it illegal for public officials or their employees to enter into a contract when conditions are such that public officials or their employees may have a financial interest in said contract. The law defines "making a contract" to include responding to a Request for Proposal/Request for Qualifications. The law further defines "public official" very broadly, to include members of advisory boards that are not actual parties to a contract. Prospective respondents, who are aware of any circumstances that could create a conflict of interest in responding to this RFQ, are urged to contact Agency staff immediately.

Pursuant to Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflicts of interest for public officers and employees, as well as the conflict of interest codes of the Agency, the selected respondent will be subject to a conflict of interest code and required to complete one or more statements of economic interest disclosing relevant financial interests.

### Local Business and Employment

The respondent acknowledges that the Agency seeks to promote employment and business opportunities for local residents and firms on all Agency contracts. The respondent will, to the extent legally possible, solicit application for employment and proposals for sub-consultants for work associated with this project from local residents and firms as opportunities occur. The respondent agrees to hire qualified residents and firms whenever feasible.

### **ATTACHMENTS**

1. Equal Opportunity Contracting Program (EOCP) Consultant Requirements
2. Standard Agency consultant agreement

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
CONSULTANT REQUIREMENTS**

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**I. City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and subconsultants of professional service consultants doing business with the City. The City encourages its consultants to share this commitment. Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer consulting opportunities to all eligible subconsultants.

**II. Nondiscrimination in Contracting Ordinance.** All consultants and professional service providers doing business with the City, and their subconsultants, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Proposer shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its employees, subconsultants, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

B. Contract Language. The following language shall be included in contracts for City projects between the consultant and any subconsultants, vendors, and suppliers:

Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual

orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for subconsultants to participate in subconsulting opportunities. Consultant 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.

- C. Compliance Investigations. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's *Nondiscrimination in Contracting Ordinance*, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions for violation of the provisions of the *Nondiscrimination in Contracting Ordinance*. Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination in Contracting Ordinance* apply only to violations of the *Ordinance*.

**III. Equal Employment Opportunity.** Consultants shall comply with requirements of San Diego Ordinance No. 18173, Section 22.2701 through 22.2707, Equal Employment Opportunity Outreach Program. Consultants shall submit a *Work Force Report* or an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

- A. Work Force Report. If a *Work Force Report* (Attachment AA) is submitted, and an EOCP staff Work Force Analysis determines there are under representation when compared to County Labor Force Availability data, Consultant will be required to submit an *Equal Employment Opportunity Plan*.
- B. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is submitted, it must include at least the following assurances that:
1. The Consultant will maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Consultant's employees are assigned to work;
  2. A responsible official is designated to monitor all employment related activity to ensure the Consultant's EEO Policy is being carried out and to submit reports relating to EEO provisions;

3. Consultant disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings;
4. The Consultant reviews, at least annually, all supervisor's adherence to and performance under the EEO Policy and maintains written documentation of these reviews;
5. The Consultant discusses its EEO Policy Statement with subconsultants with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request;
6. The Consultant documents and maintains a record of all bid solicitations and outreach efforts to and from subconsultants, consultant associations and other business associations;
7. The Consultant disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request;
8. The Consultant disseminates its EEO Policy to union and community organizations;
9. The Consultant provides immediate written notification to the City when any union referral process has impeded the Consultant's efforts to maintain its EEO Policy;
10. The Consultant maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses;
11. The Consultant maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken;
12. The Consultant encourages all present employees, including people of color and women employees, to recruit others;
13. The Consultant maintains all employment selection process information with records of all tests and other selection criteria;

14. The Consultant develops and maintains documentation for on-the-job training opportunities and/or participates in training programs for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Consultant's employment needs;
15. The Consultant conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities;
16. The Consultant ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes;
17. The Consultant establishes and documents policies and procedures to ensure job classifications, work assignments, promotional tests, recruitment and other personnel practices do not have a discriminatory effect; and
18. The Consultant is encouraged to participate in voluntary associations, which assist in fulfilling one or more of its non-discrimination obligations. The efforts of a consultant association, consultant/community professional association, foundation or other similar group of which the Consultant is a member will be considered as being part of fulfilling these obligations, provided the Consultant actively participates.

**IV. Equal Opportunity Contracting.** Prime consultants are encouraged to take positive steps to diversify and expand their subconsultant solicitation base and to offer contracting opportunities to all eligible subconsultants. To support its Equal Opportunity Contracting commitment, the City has established a voluntary *subconsultant participation level*.

A. Subconsultant Participation Level

1. Projects valued at \$25,000 or more have a voluntary Subconsultant Participation Level goal of 15%. Goals are achieved by contracting with any combination of Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE) or Other Business Enterprise (OBE) level.
2. While attainment of the 15% Subconsultant Participation Level goal is strictly voluntary, the City encourages diversity in your outreach and selection efforts. Historical data indicates that of the overall 15% goal, 25% to 30% Disadvantaged Business Enterprise (DBE) and 1% to 3% Disabled Veteran Business Enterprise (DVBE) participation is attainable. The remaining percentages may be allocated to Other Business Enterprises

(OBE). Participation levels may be used as a tiebreaker in cases of an overall tie between two or more firms.

B. Contract Activity Reports. To permit monitoring of the successful Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment BB) reflecting work performed by subconsultants shall be submitted quarterly for any work covered under an executed contract.

V. **Demonstrated Commitment to Equal Opportunity**. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Proposers are required to submit the following information with their proposals:

1. Outreach Efforts. Description of Proposer's outreach efforts undertaken on this project to make subconsulting opportunities available to all interested and qualified firms.
2. Past Participation Levels. Listing of Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, subconsultant firm's name, percentage of subconsultant firm's participation, and identification of subconsultant firm's ownership as a certified Small Business, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. Equal Opportunity Employment. Listing of Proposer's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Proposer's *Workforce Report* as compared to the County's Labor Force Availability.
4. Community Activities. Listing of Proposer's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

B. Consultant selection panels will consider and evaluate the Proposer's demonstrated commitment to equal opportunity including the following factors:

1. Outreach Efforts. Proposer's outreach efforts undertaken and willingness to make meaningful subconsulting opportunities available to all interested and qualified firms on this project.
2. Past Participation Levels. Proposer's subconsultant participation levels achieved on all private and public projects within the past three (3) years.
3. Equal Opportunity Employment. Proposer's use of productive strategies to successfully attain a diverse workforce as compared to the County's Labor Force Availability.

4. Community Activities. Proposer's current community activities.

**VI. List of Subconsultants.** Consultants are required to submit a *Subconsultant List* with their proposal.

A. Subconsultants List. The *Subconsultant List* (Attachment CC) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Dollar Amount of Proposed Subcontract, Certification Status and Where Certified for each proposed subconsultant.

1. Subconsultants must be named on the *Subconsultants List* if they receive more than one-half of one percent (0.5%) of the Prime Consultant's fee.

B. Commitment Letters. Proposer shall also submit subconsultant *Commitment Letters* on subconsultant's letterhead, no more than one page each, from all proposed subconsultants to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

**VII. Definitions.** Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified "**Disadvantaged Business Enterprise**" (DBE) means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(ies). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified "**Disabled Veteran Business Enterprise**" (DVBE) means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(ies).

"**Other Business Enterprise**" (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

## **VIII. Certification.**

A. The City of San Diego is a signatory to a Memorandum of Understanding (MOU) with the California Department of Transportation (CALTRANS), and therefore has adopted a policy regarding certification of MBE/WBE/DBE/DVBE firms. As a result of the MOU, an MBE, WBE or DBE is certified as such by any of the following methods:

1. Current certification by the City of San Diego as MBE, WBE, or DBE;
2. Current certification by the State of California Department of Transportation (CALTRANS) as MBE, WBE or DBE;
3. Current MBE, WBE or DBE certification from any participating agency in the statewide certified pool of firms known as CALCERT.

B. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business (916) 322-5060.

## **IX. List of Attachments.**

- AA - *Work Force Report*
- BB - *Subconsultants List*
- CC - *Contract Activity Report*



City of San Diego  
**EQUAL OPPORTUNITY CONTRACTING (EOC)**  
 1010 Second Avenue • Suite 500 • San Diego, CA 92101  
 Phone: (619) 533-4464 • Fax: (619) 533-4474

## WORK FORCE REPORT

### ADMINISTRATIVE

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)*.

### CONTRACTOR IDENTIFICATION

Type of Contractor:             Construction             Vendor/Supplier             Financial Institution             Lessee/Lessor  
     Consultant             Grant Recipient             Insurance Company             Other

Name of Company: \_\_\_\_\_

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ FAX Number: (\_\_\_\_) \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

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

Address: \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ FAX Number: (\_\_\_\_) \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

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: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ FAX Number: (\_\_\_\_) \_\_\_\_\_

- 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 \_\_\_\_\_

(Firm Name)

\_\_\_\_\_ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Print Authorized Signature)

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

| OCCUPATIONAL CATEGORY  | (1)<br>Black |     | (2)<br>Hispanic |     | (3)<br>Asian |     | (4)<br>American Indian |     | (5)<br>Filipino |     | (6)<br>White |     | (7)<br>Other Ethnicities |     |
|------------------------|--------------|-----|-----------------|-----|--------------|-----|------------------------|-----|-----------------|-----|--------------|-----|--------------------------|-----|
|                        | (M)          | (F) | (M)             | (F) | (M)          | (F) | (M)                    | (F) | (M)             | (F) | (M)          | (F) | (M)                      | (F) |
| Management & Financial |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Professional           |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| A&E, Science, Computer |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Technical              |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Sales                  |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Administrative Support |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Services               |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Crafts                 |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Operative Workers      |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Transportation         |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |
| Laborers*              |              |     |                 |     |              |     |                        |     |                 |     |              |     |                          |     |

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

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Totals Each Column |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Grand Total All Employees

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> For example, if participation in a San Diego project is by work forces from San Diego County, Los Angeles County and Sacramento County, we will ask for separate Work Force Reports representing the work forces of

your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished completely outside of San Diego, we ask for a Work Force Report from the county or counties where the work will be accomplished.<sup>2</sup>

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county*

## **Exhibit: Work Force Report Job categories**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

|  |
|--|
| Advertising, Marketing, Promotions, Public Relations, and Sales Managers |
| Business Operations Specialists  |
| Financial Specialists  |
| Operations Specialties Managers  |
| Other Management Occupations   |
| Top Executives   |

### **Professional**

|  |
|--|
| Art and Design Workers   |
| Counselors, Social Workers, and Other Community and Social Service Specialists |
| Entertainers and Performers, Sports and Related Workers                        |
| Health Diagnosing and Treating Practitioners                                   |
| Lawyers, Judges, and Related Workers   |
| Librarians, Curators, and Archivists   |
| Life Scientists  |
| Media and Communication Workers  |

|   |
|---|
| Other Teachers and Instructors                            |
| Postsecondary Teachers                                    |
| Primary, Secondary, and Special Education School Teachers |
| Religious Workers   |
| Social Scientists and Related Workers                     |

**Architecture & Engineering, Science, Computer**

|  |
|--|
| Architects, Surveyors, and Cartographers |
| Computer Specialists                     |
| Engineers                                |
| Mathematical Science Occupations         |
| Physical Scientists                      |

**Technical**

|  |
|--|
| Drafters, Engineering, and Mapping Technicians |
| Health Technologists and Technicians           |
| Life, Physical, and Social Science Technicians |
| Media and Communication Equipment Workers      |

**Sales**

|  |
|--|
| Other Sales and Related Workers                    |
| Retail Sales Workers                               |
| Sales Representatives, Services                    |
| Sales Representatives, Wholesale and Manufacturing |
| Supervisors, Sales Workers                         |

**Administrative Support**

|   |
|---|
| Financial Clerks  |
| Information and Record Clerks   |
| Legal Support Workers   |
| Material Recording, Scheduling, Dispatching, and Distributing Workers |
| Other Education, Training, and Library Occupations                    |
| Other Office and Administrative Support Workers                       |
| Secretaries and Administrative Assistants                             |
| Supervisors, Office and Administrative Support Workers                |

**Services**

|   |
|---|
| Building Cleaning and Pest Control Workers                  |
| Cooks and Food Preparation Workers                          |
| Entertainment Attendants and Related Workers                |
| Fire Fighting and Prevention Workers                        |
| First-Line Supervisors/Managers, Protective Service Workers |
| Food and Beverage Serving Workers                           |
| Funeral Service Workers                                     |
| Law Enforcement Workers                                     |
| Nursing, Psychiatric, and Home Health Aides                 |
| Occupational and Physical Therapist Assistants and Aides    |
| Other Food Preparation and Serving Related Workers          |
| Other Healthcare Support Occupations                        |
| Other Personal Care and Service Workers                     |

|   |
|---|
| Other Protective Service Workers                  |
| Personal Appearance Workers                       |
| Supervisors, Food Preparation and Serving Workers |
| Supervisors, Personal Care and Service Workers    |
| Transportation, Tourism, and Lodging Attendants   |

**Crafts**

|  |
|--|
| Construction Trades Workers  |
| Electrical and Electronic Equipment Mechanics, Installers, and Repairers |
| Extraction Workers   |
| Material Moving Workers  |
| Other Construction and Related Workers                                   |
| Other Installation, Maintenance, and Repair Occupations                  |
| Plant and System Operators   |
| Supervisors of Installation, Maintenance, and Repair Workers             |
| Supervisors, Construction and Extraction Workers                         |
| Vehicle and Mobile Equipment Mechanics, Installers, and Repairers        |
| Woodworkers  |

**Operative Workers**

|   |
|---|
| Assemblers and Fabricators                |
| Communications Equipment Operators        |
| Food Processing Workers                   |
| Metal Workers and Plastic Workers         |
| Motor Vehicle Operators                   |
| Other Production Occupations              |
| Printing Workers                          |
| Supervisors, Production Workers           |
| Textile, Apparel, and Furnishings Workers |

**Transportation**

|   |
|---|
| Air Transportation Workers                              |
| Other Transportation Workers                            |
| Rail Transportation Workers                             |
| Supervisors, Transportation and Material Moving Workers |
| Water Transportation Workers                            |

**Laborers**

|  |
|--|
| Agricultural Workers   |
| Animal Care and Service Workers                                    |
| Fishing and Hunting Workers  |
| Forest, Conservation, and Logging Workers                          |
| Grounds Maintenance Workers  |
| Helpers, Construction Trades                                       |
| Supervisors, Building and Grounds Cleaning and Maintenance Workers |
| Supervisors, Farming, Fishing, and Forestry Workers                |

## SUBCONSULTANTS LIST

**INFORMATION REGARDING SUBCONSULTANTS PARTICIPATION:**

1. Subconsultant's List shall include name and complete address of all Subconsultants who will receive more than one half of one percent (0.5%) of the Prime Consultant's fee.
2. Proposer shall also submit subconsultant commitment letters on subconsultant's letterhead, no more than one page each, from subconsultants listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
3. Subconsultants shall be used for scope of work listed. No changes to this Subconsultants List will be allowed without prior written City approval.

| NAME AND ADDRESS<br>SUBCONSULTANTS | SCOPE OF<br>WORK | PERCENT OF<br>CONTRACT | DOLLAR<br>AMOUNT OF<br>CONTRACT | *MBE/WBE/<br>DBE/DVBE/<br>OBE | **WHERE<br>CERTIFIED |
|------------------------------------|------------------|------------------------|---------------------------------|-------------------------------|----------------------|
|                                    |                  |                        |                                 |                               |                      |
|                                    |                  |                        |                                 |                               |                      |
|                                    |                  |                        |                                 |                               |                      |
|                                    |                  |                        |                                 |                               |                      |
|                                    |                  |                        |                                 |                               |                      |
|                                    |                  |                        |                                 |                               |                      |
|                                    |                  |                        |                                 |                               |                      |

*\*For information only.* As appropriate, Proposer shall identify Subconsultants as:

|  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise                      | OBE  |

*\*\*For information only.* As appropriate, Proposer shall indicate if Subconsultant is certified by:

|  |          |
|--|----------|
| City of San Diego                                | CITY     |
| State of California Department of Transportation | CALTRANS |



**AGREEMENT BETWEEN  
THE REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO  
AND [\*\*\*\*\*]  
FOR CONSULTING SERVICES**

This Agreement is made and entered into between the Redevelopment Agency of the City of San Diego [Agency], and [*\*insert name of Consultant\**] [Consultant] for the Consultant to provide Professional Services to the Agency on [*\*insert name of Project\**] [Project].

**RECITALS**

**WHEREAS**, the Agency wants to retain the services of a professional [*\*describe nature of firm being consulted\**] firm to provide assistance [*\*briefly describe nature of Consultant's services\**]; Consultant's services [Professional Services], are detailed within the Scope of Services [defined below];

**WHEREAS**, Consultant has represented that it has the expertise, experience and personnel necessary to provide the Professional Services for the Agency for the Project;

**WHEREAS**, the Agency and Consultant want to enter into an agreement in which the Agency will retain Consultant to provide, and Consultant shall provide, the Professional Services for the Project;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby act and agree as follows:

**ARTICLE I**

**PROFESSIONAL SERVICES**

**1.1 Scope of Services.** The Consultant shall perform the Professional Services as set forth in the written Scope of Services [Exhibit A] at the direction of the Agency.

**1.2 Contract Administrator.** The Agency is the contract administrator for this Agreement. Consultant shall provide Professional Services under the direction of a representative of the Agency, designated by the Agency Assistant Executive Director. The Agency's designated representative will communicate with Consultant on all matters related to the administration of this Agreement and Consultant's performance of the Professional Services. When this Agreement refers to communications to or with the City of San Diego [City] or the Agency, those communications will be made to or with the designated representative, unless the designated representative or the Agreement specifies otherwise.

**1.3 Agency Change in Scope of Services.** The Agency may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to, or deducting from the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in Consultant's cost of, or the time required for, the performance of any of the Professional Services required of Consultant, Consultant shall notify the Agency and an equitable adjustment to Consultant's compensation shall be approved by both Parties in writing.

**1.4 Designated Representative.** It is mutually agreed that [*\*name of Consultant's designated representative\**] is the principal individual responsible for delivery of all Professional Services and may not be removed without the Agency's prior written approval. In the event [*\*name of Consultant's designated representative\**] becomes unavailable for any reason the Agency must be

consulted as to any replacement. Further, the Agency reserves the right, after consultation with Consultant, to require removal of Consultant's employees or agents.

## ARTICLE II

### DURATION OF AGREEMENT

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective until completion of the Scope of Services [*\*or for \_\_\_ months/years\**], whichever occurs sooner.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

**2.3 Notification of Delay.** Consultant shall immediately notify the Agency in writing of any delay in completion of the Professional Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of, the delay. If the Agency determines that delay significantly impacts the performance of the Professional Services, the Agency may exercise its rights under Sections 2.5 and 2.6 of this Agreement.

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of both Parties, such delay may entitle Consultant to a reasonable extension of time, but such delay shall not entitle Consultant to damages or additional compensation. 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 Consultant's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the Agency and Consultant; provided, however, that (a) this provision shall not apply and Consultant shall not be entitled to an extension of time for a delay caused by the acts or omissions of Consultant; and, (b) that a delay caused by the inability to obtain materials shall not entitle Consultant to an extension of time unless Consultant furnishes the Agency, in a timely manner, with documentary proof, to the Agency's satisfaction, of the inability to obtain materials.

**2.5 Agency's Right to Terminate for Convenience.** The Agency may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the Agency. The termination of the Professional Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of Consultant's Professional Services under this Agreement. For services rendered in completing the work, Consultant shall be entitled to fair and reasonable compensation for the Professional Services performed by Consultant before the effective date of termination. After filing of documents and completion of performance, Consultant shall deliver to the Agency all maps, reports, letters, drawings, plans, calculations, specifications and other documents or records related to Consultant's Professional Services. By accepting payment for completion, filing and delivering documents as called for in this paragraph, Consultant discharges the Agency of all of the Agency's payment obligations and liabilities under this Agreement.

**2.6 Agency's Right to Terminate for Default.** If Consultant fails to perform or adequately perform any material obligation required by this Agreement, Consultant's failure constitutes a Default. If Consultant fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from the Agency specifying the nature of the Default, the Agency may immediately cancel and/or terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of the Agency enumerated in this paragraph are cumulative and shall not limit the Agency's rights under any other provision of this

Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the Agency against Consultant.

### ARTICLE III

#### COMPENSATION

**3.1 Amount of Compensation.** The Agency shall pay the Consultant for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$*[\*insert total amount allocated for performance of Scope of Services\*]* as set forth in the Fee Schedule [Exhibit B]. *[\*The Agency shall pay Consultant for any additional as-needed tasks, in an amount not to exceed \$ \_\_\_\_\_, in accordance with the Fee Schedule.\*]* There shall be no additional compensation for services or Consultant expenses not specifically included in the Fee Schedule.

**3.2 Manner of Payment.** Consultant shall submit to Agency one original invoice per prior calendar month for Professional Services performed and expenses incurred in accordance with this Agreement. Consultant shall include with each monthly invoice a description of completed work. Invoices shall provide detailed billing information including, but not limited to, a detailed description of the service rendered, date of service, Consultant time devoted to service, Consultant name, billing rate, and total amount billed per each service. Invoices shall also include a breakdown of all disbursements by category of expense. A receipt for each category of expense must accompany the invoice to qualify for reimbursement by the Agency. Invoices to the Agency must be in accordance with the Scope of Services and the Fee Schedule and will be payable if approved, within thirty (30) calendar days of receipt. A charge of 1% per month will be added by Consultant to all past due accounts; however this provision shall not apply to any amounts in dispute. In the event any charges or expenses are disputed by the Agency, the original invoice shall be returned by the Agency to Consultant for correction and resubmission.

### ARTICLE IV

#### CONSULTANT'S OBLIGATIONS

**4.1 Industry Standards.** The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional *[\*describe nature of firm being consulted\*]* firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the Agency, the City Manager, or other representatives of the Agency or the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

**4.2 Compliance with Controlling Law.** The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the Agency or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**4.3 Maintenance of Records.** The Consultant shall maintain books, records, logs, documents and other evidence sufficient to record all actions taken with respect to the rendering of the Professional Services for the Project, throughout the performance of the Professional Services and for a period of ten years following completion of the Professional Services for the Project. The Consultant further agrees to allow the Agency to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times.

**4.4 Confidentiality of Services.** All Professional Services performed by Consultant, including but not limited to all drafts, data, correspondence, proposals, maps, reports, and estimates compiled or composed by Consultant pursuant to this Agreement are for the sole use of the Agency. Neither the documents nor their contents shall be released to any third party without the prior written consent of the Agency. This provision does not apply to information that (a) was publicly known, or otherwise known to Consultant, at the time that it was disclosed to Consultant by the Agency, (b) subsequently becomes publicly known through no act or omission by Consultant, or (c) otherwise becomes known to Consultant other than through disclosure by the Agency.

**4.5 Product/Service Endorsement.** Consultant acknowledges and agrees to comply with the provisions of the City's Administrative Regulation 95.65 concerning product or service endorsement. Any advertisement identifying or referring to the Agency or City as the user of a product or service requires the prior written approval of the Agency or City. In connection with the Professional Services performed pursuant to this Agreement, Consultant shall not recommend or specify any product, supplier, or contractor with whom Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.6 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services or service related to this Agreement rendered as a result of this Agreement, upon the Agency's request, Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant'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.

**4.7 Insurance.** The Consultant shall not begin the Professional Services under this Agreement until it has obtained, and upon the Agency's request provided to the Agency, insurance certificates reflecting evidence of all insurance required in Section 4.7.1; however, the Agency reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the Agency. Further, the Consultant shall not modify any policy or endorsement thereto which increases the Agency's exposure to loss for the duration of this Agreement.

**4.7.1 Types of Insurance.** At all times during the term of this Agreement, the Consultant shall maintain insurance coverages in the amounts required by the Agency as follows: Commercial General Liability, Commercial Automobile Liability, Workers' Compensation, and Architects & Engineers Professional Liability. For all policies except Workers' Compensation and Professional Liability, the Consultant shall name the Agency and the City as additional insureds, but only for liability arising out of Professional Services performed under this Agreement. All deductibles on any policy shall be the responsibility of the Consultant. The policies shall be primary and non-contributory to any insurance that may be carried by the Agency and the City, as reflected in an endorsement which shall be submitted to the Agency.

#### **4.8 Subconsultants**

**4.8.1 Agency Approval of Subconsultants Required.** Consultant's hiring of or retaining any third parties [Subconsultants] to perform services related to the Projects [Subconsultant Services] is subject to prior approval by the Agency. If at any time after this Agreement is entered into, Consultant identifies a need for additional Subconsultant Services, Consultant shall give written notice to the Agency of the need, at least forty-five (45) calendar days before entering into an Agreement for such Subconsultant Services. Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant Services. Consultant may request that the Agency reduce the forty-five (45) calendar day notice period.

**4.8.2 Subconsultant Insurance Requirement.** Each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on these Projects

and for the duration of this Agreement. Each Subconsultant shall obtain, and Consultant shall require the Subconsultant to obtain, all policies described in Section 4.7 above. Further, Consultant shall not allow any Subconsultant to begin Professional Services on a subcontract until all insurance required of the Subconsultant under this section has been obtained.

**4.8.3 Subconsultant Contracts.** A copy of all contracts between Consultant and Subconsultants shall be submitted to the Agency for approval prior to commencing work on the Projects. Thereafter, Consultant shall submit to the Agency for approval, any proposed change in a contract between Consultant and any Subconsultant that reduces or increases the scope of the Subconsultant Services.

**4.8.4 Payment of Subconsultants.** Consultant is obligated to pay the Subconsultant, for Consultant- and Agency-approved invoice amounts, out of amounts paid by the Agency to Consultant, not later than fourteen (14) calendar days from Consultant's receipt of payment from the Agency. 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. In the case of a deficiency in the performance of Subconsultant Services, Consultant shall notify the Agency in writing of any withholding of payment to the 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 the Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, Consultant shall pay the Subconsultant the amount withheld within fourteen (14) calendar days of Consultant's receipt of the Agency's next payment.

**4.8.5 Dispute between Consultant and Subconsultant.** In any dispute between Consultant and Subconsultant the Agency shall not be made a party to any judicial or administrative proceeding to resolve the dispute. Consultant agrees to defend and indemnify the Agency as described in Article VI of this Agreement in any dispute between Consultant and Subconsultant should the Agency be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.9 Drug-Free Workplace.** The Consultant agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

**4.10 Title 24/Americans with Disabilities Act Requirements.** The Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 [Title 24] and Americans with Disabilities Act Accessibility Guidelines [ADAAG] requirements, and are in compliance with The Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed. Consultant shall certify to the Agency that it shall comply with all ADA requirements by submitting a Certification for Compliance with ADA requirements form, attached hereto as Exhibit C and incorporated herein by this reference. Any subcontract entered into by Consultant pursuant to this Agreement shall contain this provision.

**4.11 Non-Discrimination Requirements.**

**4.11.1 Compliance with the City's Equal Opportunity Contracting Program.** The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Compliance includes submittal of a signed Equal Opportunity Agreement, attached hereto as Exhibit D and incorporated herein by this reference. The EOCP requirements are as set forth in San Diego Municipal Code [SDMC] sections 22.2701 through 22.2707. The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its

Subconsultants comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subconsultants. Consultant shall submit to the Agency a current Work Force Report attached hereto as Exhibit E and incorporated herein by this reference, or if required, a current Equal Employment Opportunity [EEO] Plan, and the Contract Activity Report, attached hereto as Exhibit F and incorporated herein by this reference.

**4.11.2 Non-Discrimination Ordinance.** The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant 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. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

**4.11.3 Compliance Investigations.** Upon the City's request, the Consultant agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subconsultants, vendors, and suppliers that the Consultant 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 the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [SDMC sections 22.3501-22.3517.] The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Consultant further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.12 Conflict of Interest.** Consultant 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 section 1090 et seq. and section 81000 et seq., and the City of San Diego Ethics Ordinance, codified in the SDMC at sections 27.3501 to 27.3595. If Consultant violates any conflict of interest law or any provision herein, the violation shall be grounds for immediate termination of this Agreement.

**4.12.1 Conflict of Interest Form.** If, in performing the Professional Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing Consultant's relevant financial interests. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. Consultant shall file a Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that Consultant is subject to a conflict of interest code. Consultant shall also file a Form 700 (Annual Statement) on or before April 1, of each year relevant to this Agreement, disclosing any financial interests held during the previous calendar year for which Consultant was subject to a conflict of interest code.

**4.13 Ethics Requirements.** If the Agency requires Consultant to file a statement of economic interests as a result of the Professional Services performed, pursuant to this Agreement, Consultant shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, codified in the SDMC at sections 27.3501 to 27.3595, including the prohibition against lobbying the City for one year following the termination of this Agreement. Consultant shall 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.

**4.14 Penalties for Violation.** If Consultant violates any conflict of interest law or any of the provisions in Sections 4.12 or 4.13, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects Consultant to liability to the City for attorneys fees and all damages sustained as a result of the violation.

## ARTICLE V

### AGENCY'S OBLIGATIONS

**5.1 Ownership of Documents.** Once Consultant has received any compensation for the Professional Services performed, all original documents, including but not limited to, maps, models, designs, photographs, surveys, reports, notes, letters, profiles, original plans, studies, sketches, drawings, computer printouts and disk files, specifications, and other documents prepared, developed or discovered in connection with or related to the Scope of Services or Professional Services, shall become the sole property of the Agency. The Agency's ownership of these documents includes use of, reproduction or reuse of, and all incidental rights, whether or not the work for which they were prepared has been performed. The Agency's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed prior to that payment. This Section shall apply whether Consultant's Professional Services are terminated: (a) by the completion of the Scope of Services, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, Consultant shall have the right to make copies of all such maps, models, designs, photographs, surveys, reports, notes, letters, profiles, original plans, studies, sketches, drawings, computer printouts and disk files, specifications, and other documents.

**5.2 Additional Consultants or Contractors.** The Agency reserves the right to employ, at its own expense, such additional consultants or contractors as the Agency deems necessary to perform work or to provide Professional Services for the Projects.

## ARTICLE VI

### INDEMNIFICATION

**6.1 Indemnification and Hold Harmless Agreement.** With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, arising out of any services performed involving this Project, except liability for Professional Services covered under Section 6.2, the Consultant agrees to defend, indemnify, protect, and hold harmless the Agency and the City, their agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the passive negligent acts or omissions of the Agency and the City, their agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the established sole negligence or willful misconduct of the Agency and the City, their agents, officers or employees.

**6.2 Indemnification for Professional Services.** As to the Consultant's professional obligations, work or services involving this Project, the Consultant agrees to indemnify and hold harmless the Agency and the City, their agents, officers and employees from and against any and all liability, claims, costs, and damages, including but not limited to, attorneys fees, and losses or payments for injury to any person or property, caused directly or indirectly from the negligent acts, errors or omissions of the

Consultant or the Consultant's employees, agents or officers; provided, however, that the Consultant's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Agency and the City, their agents, officers and employees.

**6.3 Enforcement Costs.** The Consultant agrees to pay any and all costs the Agency and the City incur enforcing the indemnity and defense provisions set forth in Section 6.1 and the indemnity provision in Section 6.2.

## ARTICLE VII

### MISCELLANEOUS

**7.1 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**7.2 Independent Contractors.** The Consultant and any Subconsultants employed by the Consultant shall be independent contractors and not agents of the Agency or the City. Any provisions of this Agreement that may appear to give the Agency or the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the Agency concerning the end results of the performance.

**7.3 Covenants and Conditions.** All provisions of this Agreement, expressed as either covenants or conditions on the part of the Agency or Consultant, shall be deemed to be both covenants and conditions.

**7.4 Integration.** This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a change agreed to in writing by both Parties or an amendment to this Agreement pursuant to Section 7.7. All prior negotiations and agreements are merged into this Agreement.

**7.5 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**7.6 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**7.7 Amendments to Agreement.** All modifications to this Agreement that affect the total compensation or term of the Agreement shall be in writing and approved by the Agency in the same manner as the original Agreement, either by Agency resolution or a Request for City Manager Action. All other modifications shall be agreed to by both Parties in writing.

**7.8 Successors in Interest.** This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**7.9 No Waiver.** No failure of either the Agency or Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No

waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**7.10 Jurisdiction, Venue, and Attorneys Fees.** The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorneys fees in addition to any other award made in such suit or proceeding.

**7.11 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation on any powers of the Agency, nor upon the powers of the City as a chartered City of the State of California.

**7.12 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes 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 Agreement.

**7.13 Non-Assignment.** Consultant shall not assign the obligations under this Agreement, nor any monies due or to become due, without the Agency's prior written approval. Any assignment in violation of this paragraph shall constitute a Default entitling the Agency to any and all remedies at law or in equity, including immediate termination of this Agreement, at the sole discretion of the Agency. In no event shall any putative assignment create a contractual relationship between the Agency and any putative assignee, but any such assignment shall be ineffective, null and void. The Agency acknowledges, however, that Consultant, in the performance of its Professional Services pursuant to this Agreement, may utilize subconsultants.

**7.14 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the Agency shall be addressed as follows:

**To the Agency:**

Assistant Executive Director  
Redevelopment Agency of the City of San Diego  
1200 Third Avenue, Suite 1400, MS 56D  
San Diego, California 92101

With a copy to:

General Counsel for  
Redevelopment Agency of the City of San Diego  
1200 Third Avenue, Suite 1100, MS 59  
San Diego, California 92101

To Consultant:

*[\*insert Consultant's name and address\*].*

**7.15 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first written above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE REDEVELOPMENT AGENCY OF  
THE CITY OF SAN DIEGO

By \_\_\_\_\_  
Assistant Executive Director

I HEREBY CERTIFY that I can legally bind *[\*Insert Name of Consultant\*]* and that I have read all of this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

*[\*INSERT NAME OF CONSULTANT\*]*

By \_\_\_\_\_  
*[\*Insert Name of Signatory for Consultant\*]*  
*[\*Insert Title for Signatory for Consultant\*]*

APPROVE the form and legality of this Agreement  
this \_\_\_ day of \_\_\_\_\_, 2009.

Jan Goldsmith, Agency General Counsel

By \_\_\_\_\_  
\_\_\_\_\_  
Deputy General Counsel

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**

**FEE SCHEDULE**

**CONSULTANT CERTIFICATION FOR  
TITLE 24/ADA COMPLIANCE**

**[\*INSERT NAME OF PROJECT\*]**

I HEREBY WARRANT AND CERTIFY that any and all plans and specifications prepared for [\*insert name of Project\*] by [\*insert name of Consultant\*] shall meet all current California Building Standards Code, California Code of Regulations, Title 24 and Americans with Disabilities Act Accessibility Guidelines requirements, and shall be in compliance with The Americans with Disabilities Act of 1990.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Print Name and Title



## EXHIBIT D

### EQUAL OPPORTUNITY AGREEMENT

**NON-DISCRIMINATION CLAUSE:** 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. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO):** Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

**EQUAL OPPORTUNITY CONTRACTING:** Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

*Project Name:* \_\_\_\_\_ *Bid No.:* \_\_\_\_\_

*Company Name:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Authorized Signature:* \_\_\_\_\_

*Print Authorized Signature Name:* \_\_\_\_\_

THE CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101  
(619) 533-4464 • FAX: 533-4474



## EXHIBIT E

THE CITY OF SAN DIEGO  
EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)  
1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101  
PHONE: (619) 533-4464 • FAX: (619) 533-4474

# WORK FORCE REPORT

## ADMINISTRATIVE

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)*.

## CONTRACTOR IDENTIFICATION

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: \_\_\_\_\_

AKA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

\_\_\_\_\_  
City County State Zip

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
City County State Zip

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

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: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ FAX Number: ( ) \_\_\_\_\_

- 
- 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 \_\_\_\_\_

\_\_\_\_\_ hereby certify that information provided  
 \_\_\_\_\_ (County) \_\_\_\_\_ (State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 (Authorized Signature) (Print Authorized Signature)

**WORK FORCE REPORT** – NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

| OCCUPATIONAL CATEGORY  | (1) Black |     | (2) Hispanic |     | (3) Asian |     | (4) American Indian |     | (5) Filipino |     | (6) White |     | (7) Other Ethnicities |     |
|------------------------|-----------|-----|--------------|-----|-----------|-----|---------------------|-----|--------------|-----|-----------|-----|-----------------------|-----|
|                        | (M)       | (F) | (M)          | (F) | (M)       | (F) | (M)                 | (F) | (M)          | (F) | (M)       | (F) | (M)                   | (F) |
| Management & Financial |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Professional           |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| A&E, Science, Computer |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Technical              |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Sales                  |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Administrative Support |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Services               |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Crafts                 |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Operative Workers      |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Transportation         |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |
| Laborers*              |           |     |              |     |           |     |                     |     |              |     |           |     |                       |     |

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

|                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Totals Each Column |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Grand Total All Employees

---

Non-Profit Organizations Only:

|                    |  |  |  |  |  |  |  |
|--------------------|--|--|--|--|--|--|--|
| Board of Directors |  |  |  |  |  |  |  |
| Volunteers         |  |  |  |  |  |  |  |
| Artists            |  |  |  |  |  |  |  |

