



**Economic Development Department**

**REQUEST FOR PROPOSALS FOR THE  
DEVELOPMENT OF  
AFFORDABLE FOR-SALE HOUSING  
40<sup>th</sup> and ALPHA STREETS**

**Proposals must be received no later than:**

**November 1, 2019 by 1:30 p.m. (PST)**

**Deliver proposals to the office of:**

**Christina Bibler  
Director, Economic Development Department  
1200 Third Ave., Suite 1400  
San Diego, CA 92101  
Attn: Jerry Selby**

## **1. Introduction**

The City of San Diego (City) issues this Request for Proposals (RFP) for the disposition and development of affordable for-sale housing on City-owned properties in Southeastern San Diego (Site). Southeastern San Diego is one of the most culturally diverse and inclusive neighborhoods in San Diego. The Southcrest neighborhood is bounded by Interstate 15 and Interstate 5 on the west, National Avenue on the north, Gamma Street on the south, and 43rd Street on the east. The City seeks developments that respect the character of the existing neighborhood and provides housing at a range of affordability.

The purpose of this RFP is for the City to obtain proposals from Respondents for the acquisition and development of the Site with affordable for-sale housing. The City intends to enter into a Disposition and Development agreement (DDA) with the successful Respondent to purchase and develop the Site.

The City does not anticipate providing any direct financial assistance to the selected developer to complete acquisition or development of the Site. However, the City may convey the Site through favorable lease terms or for less than fair market value for the right project.

## **2. Property Description**

The Site consists of two non-contiguous lots, comprised of 3 parcels (totaling just over 22,000 square feet), located on the block bounded by Z Street to the north, Alpha Street to the south and 40<sup>th</sup> Street to the east (Attachment A). The parcel numbers are 551-231-04 & 05 and 551-231-35. The adjacent land uses include single-family structures, and across the street are Southcrest Park and Recreation Center and Cesar Chavez Elementary School.

There are no known environmental issues on either lot. This property may qualify for Section 15332 of the State CEQA Guidelines, which identify Class 32 exemptions as those infill development projects intended to promote infill projects that are consistent with local general plan and zoning requirements.

The Site's land use designation is Residential - Medium, which covers homes types such as townhomes and garden apartments, with some opportunities for small-lot townhomes. The zoning is RM-2-5 - Qualified: Transit Priority Area, Opportunity & Promise Zone Site. A 2.5 FAR, max 4.0 FAR with bonuses, and allows for potential building expansion and a maximum height of 40 feet.

Development regulatory documents including the Southeastern Community Plan and others can be accessed at <https://www.sandiego.gov/planning>. Development teams should review these documents to understand the development standards for the Site prior to preparing

design concept narrative and basic concept drawings. Project concepts are encouraged to exceed minimum standards where appropriate and are expected to display a high-quality design that complements and enhances the Southcrest neighborhood.

### **3. Project Objectives & Preferred Land Use**

The Site was acquired by the City from the former Redevelopment Agency as an affordable housing asset. The City Council adopted an Affordable Housing Master Plan (AHMP) to guide the disposition of the real property housing assets. Within the AHMP, there are 12 guiding principles:

1. Maximize quality housing production with limited resources;
2. Provide homeless housing (permanent supportive housing);
3. Maximize leverage with other funding sources;
4. Develop affordable housing on real properties retained by the City;
5. Geographic diversity;
6. Transit-Oriented Developments (TODs);
7. Catalyst for neighborhood investment;
8. Sustainability;
9. Allow for flexibility;
10. Competitively bid to select development partners;
11. Use conservative assumptions; and,
12. Statutory compliance.

Respondents are 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 San Diego Municipal Code (SDMC) at sections 27.3501 to 27.3595. If Respondent violates any conflict of interest law, the violation shall be grounds for immediate termination of any future DDA. Each Respondent must complete a "Disclosure Statement" and submit the statement with its proposal.

It is the responsibility of the Respondent to propose a development program for the Site that creates for-sale affordable housing. The Respondent will conduct all studies and design work necessary to secure permits and to construct its proposed development. The cost of such studies and design work shall be borne by the Respondent and should be included in the Respondent's budget. Costs to obtain permits and comply with any conditions of development permits, including any required public improvements and extensions of utilities, shall be borne by the Respondent and should be included in the Respondent's budget.

The Respondent will be responsible for the cost of any land use change, rezone, community plan amendment, or other necessary land use regulation revisions required to implement the proposed development. The Respondent will be responsible for securing all financing necessary to acquire, construct, market, sell, lease and/or operate the Site and the proposed development on the Site.

Any future DDA will prohibit the Respondent from selling, leasing, or otherwise transferring any interest in the Site to any governmental or non-governmental tax-exempt entity that would result in the Site becoming exempt from the payment of real property taxes.

The City anticipates a development that at a minimum incorporates:

- Homeownership that will be affordable to households earning 80% to 150% area median income (AMI);
- Homes that will be at least 3 bedroom/2 bath homes;
- Homes that will meet LEED Silver standards; and
- Homes that will meet the adopted goals and housing priorities as generally outlined in the AHMP.

Respondents must demonstrate the experience, resources and expertise needed to design, develop and manage a successful project. The Respondent's experience with similar types of projects and current financial capacity, or demonstrated access to funding sources, will be critical in the evaluation of qualifications. The ability to complete the project in a timely manner, while maximizing the Site's development potential, and using creative urban design will also be important factors in determining the most qualified submittal.

#### **4. Minimum Qualifications**

The City will not consider or evaluate proposals that do not meet the following minimum qualifications:

- Successful acquisition, construction and operation of at least three (3) affordable for-sale development projects of similar size and scope to the proposed project within the past 10 years;
- Experience with projects that include public land acquisition and development agreements;
- Sufficient staff and consultant resources to deliver the proposed project;
- Demonstrated experience in incorporating green building standards;
- Strong credit history and demonstrated ability to finance the project proposed on commercially reasonable terms from financial institutions;

- Demonstrated strength of the current real estate market to support the specific uses proposed for the project;
- Community outreach plan; and
- Track record of local hiring and participation of locally owned businesses in development projects.

## **5. Evaluation Criteria**

The following criteria will be used for scoring the responses to this RFP and to determine a qualified Respondent.

- Development Experience (20%); Financial Capabilities (20%); Feasibility (30%); Development Structure and Concept (15%); Community Support and Community Benefits (10%); and AHMP Goals and Priorities (5%).

## **6. Selection Process**

The proposals will be reviewed and evaluated based solely upon information contained in each submitted proposal. The score-based recommendation of the selection panel will be presented by City staff to the City Council for consideration in selecting a proposal and authorizing City staff to attempt to negotiate the terms of a DDA with the successful Respondent. It is the City's intent to enter negotiations with the selected Respondent within thirty (30) days after the deadline for submission of proposals.

The City's selection of a developer will take the form of the City's approval of an Exclusive Negotiating Agreement (ENA) (Attachment B) between the City and the selected developer. It is anticipated that the ENA will provide a 90-day exclusive negotiation period within which to prepare a Disposition and Development Agreement ("DDA"), with up to a 30-day extension.

## **7. Submittal Instructions**

### **Proposal Requirements**

The following section outlines required elements of a responsive proposal. Each Respondent is required to submit a proposal clearly addressing all the requirements outlined in this RFP.

### **a. Cover Letter**

Submit a signed cover letter introducing the development team, highlighting the proposed project concept and identifying any concerns about meeting any of the requirements in this RFP. By signing the Cover Letter, the Respondent certifies that this Respondent's statement of qualifications and all information contained therein, are true and correct to the best of my/our knowledge and belief, and that the information contained in this statement is considered public record and will be made available for inspection and copying upon request. Availability of these public records begins when the Respondent selection process includes public meetings.

### **b. Development Team Qualifications & Experience**

The following should be included:

- Successful track record developing affordable for-sale homes;
- Experience with projects that include public land acquisition, development agreements, construction and management;
- Sufficient staff and consultant resources to deliver the proposed project;
- Track record of local hiring and participation of locally-owned businesses in development projects;
- Demonstrated ability to solicit and incorporate stakeholder feedback from community organizations, businesses and residents; and
- Demonstrated experience in incorporating green building standards into design.

### **c. Respondent Identification**

- Identify the Respondent entity's name, street address, mailing address (if different), telephone number, and e-mail address. Specify the legal form of the organization (e.g., corporation, partnership, joint venture, other), and identify persons with the authority to represent and make legally binding commitments for the Respondent.
- Identify the principal point of contact for the Respondent and that person's relevant experience.
- Identify other members of the development team including architects, engineers, contractors, financial or equity partners, lenders, and any known participating Respondent entities. Provide relevant experience for each team member, a description of their previous projects and their roles in the referenced projects.

#### **d. Relevant Development Experience**

List and describe the Respondent's experience in developing and managing comparable development projects in California, with emphasis on the following:

- The precise role that the Respondent and principals of the Respondent played in each project's development;
- Project description, including dates of commencement/completion, location, concept, land uses, size and cost;
- Financial structure of the project, including amount and source of equity and debt financing;
- Architecture, landscape design and photographs of projects;
- Length of time to complete such projects;
- Public/private ventures, including experience working with California local government entities; and
- Names and telephone numbers of any references for each project discussed.

#### **e. Description of the Project**

A written description of the proposed development, including:

- The layout, size, and information describing the proposed character and quality of the development;
- Conceptual details of any public amenities, and/or public art;
- How the Project will be sustainable and satisfy the requirements for LEED Silver Certification; and
- Describe the structure of the proposed project; i.e., will the units be sold as fee simple, single-family dwelling units, condominium units, or other; will the Respondent seek to acquire the property through fee simple ownership or through a ground lease, or other.

#### **f. Schedule of Performance**

- A proposed schedule of performance indicating key milestones of development of the proposed project commencing with the execution of the DDA, including preparation of concept drawings and working drawings; the predevelopment, entitlements, financing, design and construction activities; and the receipt of a certificate of occupancy for the project. The proposed schedule must demonstrate the ability to perform diligently and in a timely manner.

## **g. Graphic Illustrations and Elevations**

- All drawings are to be to scale, in sufficient detail, clear hard line work, with all dimensions, materials and other notes clearly legible at 11x17-inch paper size. All drawings should be fully legible if copied in black and white. Submit a project data sheet, site plan and a floor plan for each level (identical floors may be represented by a single sheet) and roof, showing the general location of all proposed improvements. Ground floor must show entries, windows, driveway entrances, urban open space areas, sidewalks and street trees. Include color elevations and a minimum of two cross sections through the most informative portions, indicating all major elements and vertical dimensions.

**Note:** Do not submit detailed architectural renderings or models.

## **h. Preliminary Financing Plan, Pro Forma Analysis & Purchase Offer**

The proposal must include a preliminary financing plan, an estimate of total project development costs and a pro forma (Attachment C). The proposal must address current real estate market conditions for the proposed project to establish and justify the pro forma and cash flow assumptions.

## **i. Financial Capacity of Respondent**

The submittals must include the requested information listed below, as well as completion of Financial Disclosure Statement (Attachment D).

- Financial Statements: Submit audited financial statements for the past two years of each financially responsible partner(s) of the Respondent, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units.
- If audited financial statements are not available, submit Independent Accountant's Review Reports prepared by a Certified Public Accountant (CPA) wherein the CPA confirms that he or she has reviewed the financial statement and found no material modifications that should be made to the statement for the statement to be in conformity with accounting principles generally accepted in the U.S.
- Real Estate Portfolio: For each financially responsible partner(s) of the Respondent Team, submit a summary of the partner's current real estate portfolio, listing the following for each project: project name, type, location (city, state), project size (rentable/saleable area), date completed, value, debt, role (developer, operator, property manager, etc.),



ownership interest, and occupancy rate. Identify the amount of the financially responsible partner(s)' recourse debt, any non-performing loans, and the number of guarantees and/or contingent liabilities.

- History of Financing Commitments: For each financially responsible partner(s) of the Respondent Team, submit a 10-year history in obtaining financing commitments, detailing type of project, dates of commitment, financing source, amounts committed, etc.
- Pipeline Projects: For each financially responsible partner(s) of the Respondent Team, list and describe all projects in the pipeline including status, development budget and schedule and financial commitment required of Respondent, a detailed description of the project financing methods, sources and amounts. Indicate any working relationship on other projects with members of the Respondent Team for the proposed project.
- Availability of Sources of Debt and Capital: Identify specific sources of debt/equity capital for financing the proposed project. Include relationship(s) to the Respondent (outside lender, parent company, etc.) and contact information for each source.
- Provide letters of intent or a written statement from each financing source that the equity and/or mortgage capital is available or will be made available for funding the proposed project, and that the proposed project is consistent with the source's investment criteria for a project of this type and size. In lieu of letters of intent for the proposed project, Respondent may submit written statements from their financing source(s) describing past projects which the source has financed for the Respondent. Such written statements shall detail the amount of capital, the size of the proposed project and any other pertinent information that will assist the City in determining the availability of equity or mortgage capital to fund the proposed project.

#### **j. Business Tax Certificate**

- Respondent shall submit a copy of its valid Business Tax Certificate issued by City or a copy of its application receipt for such certificate.

#### **k. Certification**

- By submission of a proposal, each Respondent certifies that neither it, nor any of its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any requests for proposal,

invitation to bid, contract, or agreement by any federal, state, City, or other government department or agency. With its proposal, each Respondent shall submit a completed Contractor Standards Pledge of Compliance in substantially the form of Contractor Standards Pledge of Compliance (Attachment E).

## 8. REQUEST FOR INFORMATION AND QUESTIONS

All requests for clarifications, changes, exceptions, or deviations to or from the terms and conditions set forth in this RFP should be submitted via email to Jerry Selby, Program Manager, Successor Agency, Economic Development Department at [gselby@sandiego.gov](mailto:gselby@sandiego.gov). Substantive changes in the submittal requirements, if any, may be made and issued in the form of addenda. Such addenda, if any, will be posted on the Economic Development Department page ([www.sandiego.gov/economic-development](http://www.sandiego.gov/economic-development)) on the City's website. All questions and answers will be posted on the same page of the City's website and will be updated as necessary.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or receive a response. Written communications should be submitted via email to the address provided above.

No additional information, whether written or oral, of any type will be accepted or considered after the submittal deadline for any reason. It is the Respondent's responsibility to ensure that submittals are complete, accurate and clearly understandable in all respects.

## 9. SUBMITTAL SCHEDULE

The solicitation, receipt, and evaluation of proposals and the selection of the successful Respondent will conform to the following schedule: **Note:** *Dates subject to change.*

Action	Date
Issuance of RFP	September 23, 2019
Pre-submittal Meeting	October 4, 2019 (9:00 a.m. at the Economic Development Department Offices)
RFP Submittal Deadline	November 1, 2019
Submittal Review	November 1 - November 25, 2019
City Council Committee	January 2020
Successor Agency/City Council	January 2020

There will be a pre-submittal meeting at Economic Development Department offices on Friday, October 4, 2019 at 9:00 p.m. (PST).

All proposals are to be delivered to the Economic Development Department office **on Friday, November 1, 2019 no later than 1:30 p.m. (PST)** as follows:

Six (6) originals and one (1) electronic version on a thumb drive to:

City of San Diego  
Economic Development Department  
Christina Bibler, Director  
1200 Third Ave., Suite 1400  
San Diego, CA 92101  
Attn: Jerry Selby

**Note:** *All submittals in response to this RFP become public property and under the Public Records Act (Government Code § 6250 et. seq.) are public records. Respondent may submit a written request for a determination on whether the documents are proprietary and must be withheld from public disclosure. Such request must be received by the City no later than 15 days prior to submittal due date. The City will issue a determination on the written request. If a written request is not received all documents are considered public records and subject to public disclosure.*

*As such, all proposals may be subject to public review at least ten (10) days before selection and award. If a Respondent claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified. Personal information should be labeled as confidential and will remain so. Please note that under California law, price proposals to a public agency is not a trade secret.*

*The date and time of submittal is fixed, and extensions may not be granted. We do not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of dating the proposals. All proposals received after the deadline shown will be rejected, and will not receive further consideration. Copies sent by fax will not be accepted.*

*California State law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to Requests for Proposals/Qualifications. The law further defines a public official very broadly to include members of advisory boards that are not actual parties to the contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a qualifications/proposal package were submitted are urged to contact the person identified as the Contact person for this request. A violation of these rules is grounds for disqualification of the development team.*

## 10. EQUAL OPPORTUNITY

The City is strongly committed to equal opportunity in the solicitation of business contracting to assure that persons or businesses doing business with, or receiving funds from the City, are an equal opportunity business and employer. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates. Persons and businesses doing business with the City shall take positive steps toward diversifying and expanding their sub-consulting and subcontracting solicitation base and offering opportunities to all eligible persons or businesses.

Respondent understands that failure to comply with the following requirements and/or submitting false information in response to these requirements may result in rejection of its proposal by the City and debarment of the Respondent from participating in City contracts for a period of not less than one (1) year.

Respondent acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated into this RFP. Respondent and all its subcontractors are individually responsible to abide by the City's Equal Employment Opportunity Outreach Program.

Respondent 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 hereafter enacted. Respondent will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Respondent shall insert the foregoing provisions in all contracts and subcontracts for any work covered by its proposal, so that such provisions will be binding upon each contractor and subcontractor. Respondent agrees that compliance with these laws will be monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

Respondent shall submit a current Work Force Report (Attachment F) or a current EEO Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth certain actions that Respondent will take to achieve the City's commitment to equal employment opportunities.

Respondent acknowledges that the City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Respondent shall, to the extent legally possible, solicit applications for employment, and bids and proposals for

subcontracts, for work associated with its proposal from local residents and firms, as opportunities occur. Respondent shall hire qualified local residents and firms whenever feasible.

## **11. OTHER TERMS AND CONDITIONS**

### **a. Additional Information from Respondents**

- The City reserves the right to request information from a Respondent to clarify information submitted in its proposal.

### **b. Incurred Costs**

- Each Respondent is solely and fully responsible for all costs associated with submitting a proposal in response to this RFP. The City will not be responsible for any costs incurred by Respondent in the preparation and/or submission of proposal.

### **c. Addenda**

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

### **d. Public Records**

- All proposals, and all contents thereof, received by the City shall be considered confidential until the City's Economic Development Department recommends a proposal for each Property that is the subject of this RFP to the City Council. By signing the Cover Letter and submitting a proposal, each Respondent acknowledges that all information submitted in response to this RFP is a public record subject to public disclosure, unless the City determines that a specific exemption from the California Public Records Act ("CPRA") applies to some or all such information. Respondent releases and holds the City, its elected officials, officers, and employees harmless any liability arising from or relating to for public disclosure of proposals and/or related information. Nothing in the ENA or DDA resulting from a proposal creates any obligation on the part of the City to notify the Respondent or obtain the Respondent's approval or consent before publicly releasing information subject to disclosure under the CPRA.

#### **e. City's Right to Reject All Proposals**

- The City reserves the right to reject all proposals submitted in response to this RFP for any or all the Properties that are the subject of this RFP, including proposals submitted by Respondents who have outstanding debt owed to the City.

#### **f. Non-Discrimination Notice**

- The Respondent selected, and each of its subcontractors, 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; San Diego Municipal Code sections 22.2701 through 22.2707, and any other applicable federal and state laws and regulations hereinafter enacted. The selected firm 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 firm shall cause the above provisions to be inserted in all subcontracts for any work covered by the contract so that such provisions will be binding upon each subcontractor, if used.
- It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates based on race, religion, color, ancestry, age, gender, gender expression, gender identity, sexual orientation, disability, medical condition or place of birth.
- In addition to the foregoing, every person or organization awarded a contract by the Agency or the City of San Diego must acknowledge and agree to comply with Council Policy 100-04, adopted by Resolution No. R-282153, relating to the federally mandated Americans with Disabilities Act (ADA). Consultant will be individually responsible for its own ADA program.

### **g. Protests**

- The City's protest procedures for this RFP are the procedures set forth in San Diego Municipal Code section 22.3017.

### **h. Insurance**

- The Respondent selected will be required to provide evidence of public liability and property damage insurance with limits of not less than \$5 million for injury to, or death of, persons and/or property damage arising out of a single accident or occurrence, insuring against all liability the City of San Diego, the Successor Agency of the City of San Diego, their agents, officers, and employees, arising out of, or in connection with, the performance of work under the contract with the Agency. In addition, the firm selected will be required to provide evidence of automobile insurance and Workers' Compensation Insurance. The insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the Agency.

### **SCHEDULE OF ATTACHMENTS**

Attachment A: Site Map

Attachment B: ENA

Attachment C: Pro-Forma Format

Attachment D: Financial Disclosure Statement

Attachment E: Contractor Standards Pledge of Compliance

Attachment F: Work Force Report

SITE MAP





## EXCLUSIVE NEGOTIATION AGREEMENT

40<sup>th</sup> & Alpha Streets

THIS EXCLUSIVE NEGOTIATION AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), by and between the City of San Diego, a municipal corporation (“City”) and \_\_\_\_\_, a \_\_\_\_\_ (“Developer”). City and Developer (collectively, the “Parties”) enter into this Agreement with reference to the following circumstances:

### RECITALS

A. As of February 1, 2012, the former Redevelopment Agency of the City of San Diego, a public body, corporate and politic (“Former RDA”) dissolved by operation of law, at which time the City, solely in its capacity as the designated successor agency to the Former RDA (“Successor Agency”), assumed all of the Former RDA’s assets, obligations and assets under the California Redevelopment Law.

B. In January 2013, the Successor Agency transferred the Former RDA’s housing assets to the City, acting as housing successor to the Former RDA. As a result, the ownership of that certain vacant real property consisting of approximately 22,000 square feet, located on the block bounded by Z Street to the north, Alpha Street to the south and 40<sup>th</sup> Street to the east in San Diego, California 92113, which is designated on the site map attached hereto, and incorporated herein as Exhibit A, and legally described in Exhibit B attached hereto, and incorporated herein by this reference (the “Site”), has been transferred to the City.

C. The City issued the Request for Proposals (RFP) for the disposition and development of affordable for-sale housing on City Owned properties in Southeastern San Diego. Southeastern San Diego is one of the most culturally diverse and inclusive neighborhoods in San Diego. The community’s distinct history and culture, legacy of diversity, and well-connected location have shaped its past and will continue to inform its future.

D. The Parties wish to enter into this Agreement to facilitate continued negotiation for development of the Site in accordance with the terms and conditions set forth herein.

### AGREEMENT

#### I. NEGOTIATIONS

##### [§ 101] Good Faith Negotiations

The City and the Developer agree for the period set forth below, to negotiate diligently and in good faith, pursuant to this Agreement, to prepare a Disposition and Development Agreement (the “DDA”) to be entered into between the City and the Developer with respect to the Site. The City agrees to negotiate exclusively with the Developer with respect to the Site during the period of this Agreement.

The City shall conduct negotiations pursuant to this Agreement and process the overall project

on behalf of the City, subject to the approval of the City. Accordingly, the City shall cause the DDA to be prepared and submitted to Developer for its review.

[§ 102] Period of Negotiations

The Parties agree to negotiate the DDA for a 90-day period (“Negotiation Period”), commencing on the Effective Date. If on the 90th day from the Effective Date, the Developer has not signed and submitted a DDA to the City, or this Agreement is not otherwise extended by the mutual written agreement of the Parties, then this Agreement shall automatically terminate and the Developer shall have no further rights regarding the subject matter of this Agreement or the Site, and the City shall be free to negotiate with any other persons or entities with regard to the Site. Notwithstanding anything to the contrary contained herein, the City’s Mayor or designee may administratively grant a one-time 30-day extension of the exclusive negotiation period herein, for and on behalf of the City, in the event the Mayor or designee determines, in his or her sole and absolute discretion, that completion of negotiations is imminent. Such administrative extension may be granted by letter signed by the City.

[§ 103] Good Faith Deposit

Concurrently with the execution of this Agreement by the Developer and submission of the executed Agreement to the City for its consideration, the Developer shall submit a good faith deposit in the amount of Ten Thousand Dollars (\$10,000.00) in the form of an unconditional, irrevocable letter of credit, cashier's check, certified check or other form that is acceptable to the Mayor or designee, naming the City as Beneficiary or Payee, as applicable. If the good faith deposit is in the form of a letter of credit, the term shall be at least 90 days, and if this Agreement is still in effect, shall be renewed at least 30 days prior to its expiration for a like period, or the City may draw on the letter of credit and hold the proceeds as the Good Faith Deposit. Any interest accrued on the Good Faith Deposit shall be the property of the City and shall be retained by the City.

If the Developer has negotiated diligently and in good faith, including, but not limited to, attending all necessary project meetings, responding to information requests by the City and willingly providing all appropriate concepts, drawings, plans and/or architectural information requested by the City in furtherance of negotiations and project development, but this Agreement is nevertheless terminated, the Good Faith Deposit shall be returned to Developer or may be applied towards any good faith deposit required by a subsequent DDA or real estate transaction between the parties. If Developer has not negotiated diligently and in good faith, the Good Faith Deposit may be retained by the City. Failure to agree on the terms and conditions of a DDA shall not in itself be considered a lack of good faith.

[§ 104] Representations and Warranties

Developer hereby represents the following to the City, for the purpose of inducing the City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date:

1. Developer is a \_\_\_\_\_ company, duly formed, validly existing and certified in good standing under the laws of the State of California by the California Secretary

of State.

2. Developer has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.
3. Developer's undertakings pursuant to this Agreement are for the purpose of negotiating diligently and in good faith to prepare a DDA to be entered into between the City and Developer for the Site and not for speculation in land holding.
4. The persons executing this Agreement, the instruments referenced herein, and any other documents executed and delivered on behalf of Developer have the full right, power and authority to do so and have been duly authorized to do so by Developer, and no other persons are required to execute this Agreement on behalf of Developer.
5. The representations and warranties of Developer set forth in this Agreement shall survive the termination of this Agreement.

The City hereby represents the following to Developer, for the purpose of inducing Developer to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date:

The City holds fee simple title to the Site and, subject to certain approvals by the City Council or other bodies contemplated in this Agreement or required by applicable laws, has the authority to transfer such fee simple title to Developer.

## II. PROPOSED DEVELOPMENT

### [§ 201] Development Concept and Essential Terms and Conditions

The proposed development to be negotiated hereunder (the "Development") shall be consistent with the land use designation, Residential - Medium which imagines homes types like town homes, garden apartments, with some opportunities for small-lot, town homes, Southeastern Community Plan (as applicable) and any other applicable law or governmental regulation. The Parties acknowledge that the precise nature of the Development (including the product type, aesthetic issues, constructability, financial feasibility, environmental requirements, development timetable and other considerations) shall be consistent with the design principles set forth below and will be part of the analysis to be undertaken by Developer and City during the Negotiation Period. The Developer's general design concept provides for, at a minimum, the development and construction of affordable for-sale homes.

Any supplemental information submitted by the Developer in response to City's inquiries, together with the requirements of this Agreement, constitutes the frame of reference for the development to be negotiated under this Agreement. The essential terms and conditions of any such DDA entered into with the Developer shall be in conformance with the following requirements:

1. On \_\_\_\_\_, the Developer submitted a proposal to City in response to City's issuance of a Request for Proposals ("RFP") for development of the Site. The Developer's proposal, which includes a pro forma detailing potential development costs and revenues, the RFP, and the supplemental information submitted to City by Developer constitute the frame of reference for the Development to be negotiated hereunder.
2. The Developer shall purchase the Site from the City for a purchase price to be established by agreement between the City and Developer. The sale will occur after the Developer has satisfactory evidence of committed financing for the development of the Site as contemplated by the DDA, zoning approval, entitlements and permits, and satisfied other conditions precedent to the closing on the Site as specified in the DDA. The Site would be conveyed by the City to Developer "as is", with no warranties of any kind, express or implied.
3. The Developer will design and construct the Development on the Site at its own cost and expense, in accordance with a Schedule of Performance to be negotiated as part of the DDA and in accordance with the Scope of Development as part of the DDA and the plans and specifications prepared by the Developer and approved by the City.
4. All costs of the Development shall be paid solely by the Developer and permit approvals for the proposed development as contemplated by the DDA at its own cost and expense.
5. The Developer will secure all necessary planning, zoning and other entitlement and permit approvals for the proposed development as contemplated by the DDA at its own cost and expense.
6. Developer shall be responsible for design and construction of any improvements in public rights-of-way adjacent to the Site, at Developer's own cost and expense. Such improvements shall be consistent with the Centre City Streetscape Manual.
7. The Developer, working through the City will prepare, or pay the costs to have prepared, all required environmental analysis documents in accordance with the California Environmental Quality Act ("CEQA") of 1970, and the National Environmental Policy Act ("NEPA") if required, at its own cost and expense. The City will have approval rights of all draft environmental documents.
8. The Developer will conduct a series of public outreach meetings (minimum of two) prior to finalizing the site plan and executing the DDA. Such meetings to be held at the sole cost of the Developer.
9. The Developer shall submit to the City a good faith performance deposit in a form acceptable to the City and the Developer at the time the City executes any DDA with the Developer.

[§ 202] Developer's Interim Submittals/Indemnity

[§ 202.1] The Developer shall submit to the City within the times respectively set forth below, the corresponding described work items to be used in connection with the negotiations hereunder:

1. Within [redacted] days after execution of this Agreement by the City: The Developer will contract with an appropriate structural engineering consultant and cause to be prepared an appropriate engineering feasibility analysis to determine alternative structural solutions to accommodate the development/construction of the Site. Deliver the completed report by the structural engineering consultant to the City for use by the City in determining the future development of the Site.
2. Within [redacted] days after execution of this Agreement by the City: The Developer will complete architectural program with an architect, including site plan, floorplate and elevation studies, building sections, and preliminary structural and HVAC analysis. Submit notice to the City that the Developer has determined that the Site is suitable for the proposed development, and that the Developer has elected to negotiate a DDA for the purpose of developing the Site.
3. Within [redacted] days after the execution of this Agreement by the City: The Developer will submit schematic package including refinement of the above tasks together with parking, presentation drawings and cost analysis and project proforma, and a complete Centre City Development Permit application.
4. Within 180 days after execution of this Agreement by the City: The Developer will receive design review approval by City.
5. Within 180 days after execution of this Agreement by the City: The Developer will complete the negotiations for and execute a DDA for the development and construction of the Site.

[§ 202.2] The Developer agrees to defend, indemnify and hold harmless the City and their respective officers, agents and employees ("Indemnified Parties") from and against any and all losses, liability, damages, claims, costs and expenses (including reasonable attorneys' fees, court and litigation costs and fees of expert witnesses) resulting or arising from or in any way connected with Developer's acts or omissions under or in connection with this Agreement, provided, the obligation to hold harmless and indemnify the Indemnified Parties for such losses, liability, damages, claims, costs and expenses (including reasonable attorneys' fees, court and litigation costs and fees of expert witnesses) shall only be to the extent any such losses, liability, damages, claims, costs and expenses result or arise from or in any way are connected with Developer's acts or omissions under or in connection with this Agreement.

[§ 203] Developer's Findings, Determinations, Studies, and Reports

From time-to-time, as requested by the City, the Developer agrees to make reasonable oral and written progress reports, and to submit to the City reports and analyses, advising the City on all

matters related to the development, including financial feasibility analyses, construction cost estimates, marketing studies and similar due diligence matters. Should negotiations not result in a DDA between the City and Developer, the Developer shall submit to the City all information, plans, studies, reports, and drawings prepared by or for Developer with respect to development alternatives, financial feasibility analyses, construction cost estimates, marketing or proforma studies and similar due diligence matters, and the City may use the information, plans, studies, reports, and drawings provided by the Developer in any way deemed by the City to be of benefit to the Centre City Redevelopment Project. Information to be reported to or submitted to the City shall include any due diligence materials prepared by or for any prospective development partner, joint venture, or management entity. All costs incurred by Developer in the preparation and presentation of such findings, determinations, studies, reports or other requests by City under this Agreement shall be at the sole cost and expense of Developer.

### III. PURCHASE PRICE

The purchase price and/or other consideration payable by the Developer to the City for the Site under the DDA, and the terms of payment, will be established by agreement between the City and the Developer.

### IV. THE DEVELOPER

#### [§ 401] Nature of the Developer

Developer shall be \_\_\_\_\_, a **[incorporated]** company. However, the City acknowledges that the Developer may intend to form a new entity controlled by the parties comprising the Developer that will be the Developer entity that will be the party to the DDA. The City shall have the right to review and approve the organizational documents of such entity and the entities comprising such entity. The “Developer” hereunder and under the DDA shall be an entity authorized to conduct business in the State of California by the California Secretary of State.

Prior to submission of the executed DDA, the Developer shall submit a copy of any executed joint venture formation documents (e.g., limited liability company operating agreement, partnership agreement, etc.), as well as all organizational documents of each entity participating in the joint venture, for approval by the City, which approval shall not be unreasonably withheld. Such agreement may be redacted to remove financial terms or other confidential information contained therein, provided that such redactions do not limit the City’s ability (as determined by the City, in its sole discretion) to complete a comprehensive evaluation of the organizational structure of Developer and all entities participating in the joint venture.

Any document or information submitted to the City is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies, in which case the City shall invoke such exemption to the fullest extent permitted by law with respect to documents or information submitted by Developer in connection with this Agreement.

#### [§ 402] Offices of the Developer

Notices or materials to be provided to Developer under this Agreement shall be sent to:

XXXXXX  
XXXXX  
XXXXX

Copies of any notices or materials provided to the above address also should be provided to:

and to:

[§ 403] Principals and Employees of the Developer

The Developer’s employees or representatives who are to be directly involved in this Development and who have been designated to negotiate the DDA with the City, and to engage in the activities necessary to determine the feasibility of the Development are as follows:

XXXXXXXX

[§ 404] The Developer’s Consultants and Professionals

The Developer’s consultants and professionals shall be subject to approval by the Mayor or his designee, which approval shall not be unreasonably withheld. The identity of the principals, stockholders, partners, joint venturers, consultants, and design professionals, are subject to the reasonable approval of the City. The City and Mayor or his designee, as applicable, shall not withhold, condition or delay their approval of any of the foregoing persons unless the City or the Mayor or his designee, reasonably determine that a proposed person does not have sufficient financial or operational capabilities or experience to complete the Development or such person is reasonably believed to not be of good character or reputation.

The Developer is required to make full disclosure to the City of its principals, officers, employees, and other associates and specifically with respect to its financing of the Development, its partners, joint ventures, lenders, and other financial partners participating in the financing of the Development, and all other pertinent information concerning the Developer and its associates.

V. THE DEVELOPER’S FINANCIAL CAPACITY

[§ 501] Financial Statement

Developer shall submit its financial statements to the City, as requested by the City, for purposes of this Agreement. Any document or information submitted to the City is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies, in which case the City shall invoke such exemption to the fullest extent permitted by law with respect to documents or information submitted by Developer in connection with this Agreement.

[§ 502] Equity

The Developer proposes to obtain its equity capital in the following manner:

\*[insert]\*

[§ 503] Construction Financing

The Developer proposes to obtain its construction financing for the development in the following manner:

\*[insert]\*

[§ 504] Long-Term Development Financing

The Developer proposes to obtain its long-term development financing in the following manner:

\*[insert]\*

[§ 505] Bank and Other Financial References

The Developer shall provide bank and other financial references satisfactory to the City prior to the execution of the DDA.

[§ 506] Full Disclosure/Financing

The Developer shall be required to make and maintain full disclosure to the City of the methods of financing and the financing documents to be used in the proposed development.

VI. THE DEVELOPER'S EXPERIENCE

A detailed description of the development experience of the Developer and its principals, associates, employees, partners, and/or joint venturers, has been submitted to the City, and City has relied on that submission in agreeing to enter into this Agreement.

VII. NONDISCRIMINATION AND EQUAL OPPORTUNITY

A. The Developer shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Developer shall provide equal opportunity in all employment practices. The Developer shall ensure that its contractor and subcontractors comply with the City's Equal Employment Opportunity Outreach Program ("EEOP" or "Program").

B. The Developer has received, read, understands and agrees to be bound by San Diego Municipal Code Division 27 EEOP, the City Manager's Policies and Procedures implementing that Program, and the Centre City Development Corporation Equal Opportunity Policy adopted by the Centre City Development Corporation Board of Directors on December 5, 2001, contained in the



Equal Opportunity Packet provided by the City.

C. The Developer has submitted, and the City acknowledges, receipt of either a Work Force Report or an Equal Employment Opportunity Plan, as required by section 22.2705 San Diego Municipal Code.

## VIII. CITY'S RESPONSIBILITIES

### [§ 801] Environmental Requirements

Certain state and local environmental requirements may be applicable to the proposed development. Pursuant to such requirements, certain environmental documents have been prepared and certified for the Centre City Redevelopment Project. The Developer agrees to supply information and otherwise assist the City as requested to enable the City to determine the environmental impacts of the proposed development and to prepare such additional environmental impact documents, if any, as may need to be completed for the Development. However, the Developer, and not the City, will be responsible for compliance with NEPA should any of Developer's financing for the development of the Site require compliance with NEPA.

### [§ 802] City Assistance

The land use authority is the City and the sole entitlement decision-making body is the City Council. The City will use best efforts in assisting the Developer in working with the City to obtain entitlements and land use approvals for the Site. However, City is not obligated to expedite any reviews, approvals, notices, meetings, or any other related matters, and nothing contained in this Agreement shall be construed to limit the City's discretion in their activities hereunder or to cause City to incur any liability or obligation in connection with any delays in obtaining entitlements or approvals for the Development of the Site.

### [§ 803] City and City Council Public Hearing

If the negotiations hereunder culminate in a DDA which involves the disposition of property to the Developer, such an agreement becomes effective only after and if the DDA and other documents have been considered and approved by the City Council after public hearing. However, City is not obligated to expedite any reviews, approvals, notices, meetings, or other matters, and nothing contained in this Agreement shall be construed to limit the City's discretion in their activities hereunder or to cause City to incur any liability or obligation in connection with any delays in the approval of the DDA.

## IX. REAL ESTATE COMMISSIONS

The City shall not be liable for any real estate commission or brokerage fees which may arise herefrom. The City and Developer each represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer agrees to hold the City harmless from any claim by any broker, agent, or finder retained by the Developer.

## X. ACKNOWLEDGEMENTS AND RESERVATIONS

[§ 1000] Need for DDA

The parties acknowledge and agree that this Agreement is for the sole purpose of stating the intention of the parties to negotiate and enter into a DDA. Other than with respect to those provisions of this Agreement which expressly state the agreement of the parties and to which the parties are bound, the parties have not reached agreement on the matters described herein for negotiation, and do not intend to be bound unless and until a final written DDA is executed by both parties. All costs incurred by the Parties during the term of this Agreement, and any extensions thereto, shall be borne by the Party incurring the cost, except to the extent that City may utilize the deposits described in section 103 to defray its costs. In the event the final, written DDA is not executed by both parties within the time provided in section 102, this Agreement shall automatically terminate, and be of no further force or effect, unless extended by action of the City and Developer.

This Agreement is merely an agreement to enter into a period of negotiations according to the concepts presented herein.

[§ 1001] No Further Obligations

The City and the Developer agree that neither the City nor the Developer shall be under any further obligation to each other regarding the assembly and disposition of the Site or the development of the proposed project on the Site if this Agreement expires, is terminated for any reason or expires, or a DDA is not executed by both the City and the Developer.

[§ 1002] City Not Responsible for Costs

Except as otherwise may be mutually agreed to in writing by the Parties, as part of this Agreement or the DDA or the City shall not be liable for any costs associated with the preparation of any reports, studies, analysis, architectural plans, and any other documentation to be prepared by the Developer, or planning or development of the Site pursuant to or arising from this Agreement, or costs of negotiations or legal fees expended by the Developer.

[§ 1003] No Agreement

The Developer acknowledges and agrees that no provision of this Agreement shall be deemed to be an offer by the City, nor an acceptance by the City of any offer or proposal from the Developer, for the City to convey to the Developer any interest in all or a portion of the Site or in or to the Site, or for the City to provide any financial or other assistance to the Developer for redevelopment of the Site.

[§ 1004] No Acquisition

The Developer acknowledges and agrees that it has not acquired, nor will acquire, by virtue of the terms of this Agreement, any legal or equitable interest in the Site or any other real or personal property of the City.

[§ 1005] Limitations of this Agreement

Nothing contained in this Agreement shall constitute a waiver, amendment, promise or agreement by the City (or any of its departments or boards) as to the granting of any approval, permit, consent or other entitlement in the exercise of the City's regulatory capacity or function. The Developer acknowledges and agrees that no City staff, consultant, or agent has the authority to bind the City, and the City will not be bound to any agreement nor to any course of action except after approval and execution of the proposed DDA. The final form of any proposed DDA to be negotiated may contain matters not contemplated by this Agreement.

#### XI. LIMITATIONS ON REMEDIES FOR BREACH

##### [§ 1100] Rights and Remedies

If either Party defaults with regard to any of the provisions of this Agreement, the non-defaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not cured within a reasonable time, but not more than 10 business days after receipt of such written notice, then (a) if the defaulting Party is the City, the Developer may terminate this Agreement and the City shall return to the Developer the full amount of its Non-Refundable Negotiation Payment made pursuant to Section 104 and its Good Faith Deposit made pursuant to Section 103 or (b) if the defaulting Party is the Developer then the City may terminate this Agreement and shall be entitled to retain the entire Non-Refundable Negotiation Payment made pursuant to Section 104 and Good Faith Deposit made pursuant to Section 103. Except as specifically set forth in this Section 1100 neither party shall be liable to the other for damages, including incidental, consequential or punitive damages. The City and the Developer hereby waive the right to specific performance as a remedy.

##### [§ 1101] Section 1542

Each Party acknowledges that it is aware of the meaning and legal effect of California Civil Code section 1542, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

\_\_\_\_\_  
City

\_\_\_\_\_  
Developer

##### [§ 1102] General Release

California Civil Code section 1542 notwithstanding, it is the intention of both the City and the Developer to be bound by the limitation on remedies set forth in this Part XI, and the City and the Developer hereby release any and all claims against each other and their respective officers, officials, employees, consultants or agents for damages or specific performance (except as set forth above) related to any breach of this Agreement, whether or not any such released claims were known or unknown to either the City or the Developer as of the date of this Agreement. The City and the

Developer each waive the benefits of California Civil Code section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect with regard to the limitations on damages and remedies and waivers of any such damages and remedies contained in this Part XI.

[§ 1103] Applicable Law/Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

City and Developer acknowledge and agree that any legal actions taken in connection with or arising out of this Agreement must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court of that county, or in the United States District Court for the Southern District of California.

XII. MISCELLANEOUS

[§ 1200] Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, and together which shall constitute one, complete instrument.

[§ 1201] Integration

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the Site.

[§ 1202] Waivers; Amendments

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

[§ 1203] Conflict of Interest

No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. The Developer warrants that it has not paid or given, and will not pay or give, directly or indirectly, any City employee or official, any money or other consideration at all, whether or not connected in any way with the subject matter of this Agreement. Further, Developer warrants that it has no knowledge of any financial interest of any City employee or official in the Developer, directly or indirectly, or in any person or entity affiliated with the Developer, or in any transaction in which the Developer has been involved.

[§ 1204] Use of Information by City

If negotiations do not result in a DDA between the City and Developer, the City may use any information provided by the Developer in any way deemed by the City to be of benefit to the sale and development of the Site.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer and City have signed this Agreement, to be effective as of the Effective Date shown in the preamble on page 1 of this Agreement.

**CITY**  
CITY OF SAN DIEGO, a municipal  
corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Erik Caldwell  
Deputy Chief Operating Officer  
Smart & Sustainable Communities

APPROVED AS TO FORM

MARA W. ELLIOTT,  
City Attorney

By: \_\_\_\_\_  
Katherine A. Malcolm  
Deputy City Attorney

[SIGNATURES ON FOLLOWING PAGE]

**DEVELOPER**

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

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A  
SITE MAP**

(behind this page)



**EXHIBIT B  
LEGAL DESCRIPTION**

(behind this page)

**ATTACHMENT C**

---

**Affordable For-Sale Housing  
Financial Pro Forma Template**

**City of San Diego**

**PROJECT DESCRIPTION  
CITY OF SAN DIEGO**

---

**I. Location**

\_\_\_\_\_

**II. Site Area**

\_\_\_\_\_ SF      \_\_\_\_\_ Acres

**III. Project Type**

A. Please check one of the following:

New Construction

\_\_\_\_\_

Rehabilitation

\_\_\_\_\_

B. Construction Type

\_\_\_\_\_

C. Number of Stories (above-grade)

\_\_\_\_\_ Stories

**IV. Gross Building Area (GBA)**

Net Residential Area

\_\_\_\_\_ SF

Retail Area

\_\_\_\_\_ SF

Common Areas

\_\_\_\_\_ SF

Total Gross Building Area

\_\_\_\_\_ SF

**V. Unit Mix**

Average  
Unit Size

Studio

\_\_\_\_\_ Units      \_\_\_\_\_ SF

One Bedroom

\_\_\_\_\_ Units      \_\_\_\_\_ SF

Two Bedroom

\_\_\_\_\_ Units      \_\_\_\_\_ SF

Three Bedroom

\_\_\_\_\_ Units      \_\_\_\_\_ SF

Four Bedroom

\_\_\_\_\_ Units      \_\_\_\_\_ SF

Total Number of Units

\_\_\_\_\_ Units      \_\_\_\_\_ SF

**VI. Affordability Mix**

Market Rate Units

\_\_\_\_\_ Units

Affordable Units

\_\_\_\_\_ Units

Total Units

\_\_\_\_\_ Units

**VII. Parking**

Gross Building  
Area

A. Parking Type

Attached Garage

\_\_\_\_\_ Spaces      \_\_\_\_\_ SF

Surface

\_\_\_\_\_ Spaces      \_\_\_\_\_ SF

Structured - Above Grade

\_\_\_\_\_ Spaces      \_\_\_\_\_ SF

Structured - Below Grade

\_\_\_\_\_ Spaces      \_\_\_\_\_ SF

Total Parking

\_\_\_\_\_ Spaces      \_\_\_\_\_ SF

B. Parking by Use

Residential

\_\_\_\_\_ Spaces

Retail

\_\_\_\_\_ Spaces

Total Parking

\_\_\_\_\_ Spaces

C. Parking Ratio

Residential

\_\_\_\_\_ Spaces/Unit

Retail

\_\_\_\_\_ Spaces/1,000 SF Retail

TABLE 2

**DEVELOPMENT COSTS  
CITY OF SAN DIEGO**

	<u>Totals</u>	<u>Notes</u>
<b>I. Direct Costs</b>		
Off-Site Improvements	\$ _____	\$ _____ Per SF Site Area
On-Site Improvements (1)	\$ _____	\$ _____ Per SF Site Area
Parking - Above Grade	\$ _____	\$ _____ Per Space - Above Grade
Parking - Below Grade	\$ _____	\$ _____ Per Space - Below Grade
Shell Construction - Residential	\$ _____	\$ _____ Per SF GBA - Residential
Shell Construction - Retail	\$ _____	\$ _____ Per SF GBA - Retail
Tenant Improvements - Retail	\$ _____	\$ _____ Per SF Net - Retail
Amenities/FF& E	\$ _____	Allowance
Contingency	\$ _____	_____ % of Directs
Subtotal Direct Costs	\$ _____	\$ _____ Per SF GBA
<b>II. Indirect Costs</b>		
Architecture & Engineering	\$ _____	_____ % of Directs
Permits & Fees	\$ _____	\$ _____ Per SF GBA
Legal & Accounting	\$ _____	_____ % of Directs
Taxes & Insurance	\$ _____	_____ % of Value
Developer Fee	\$ _____	_____ % of Directs
Marketing/Sales	\$ _____	_____ % of Value
Contingency	\$ _____	_____ % of Indirects
Subtotal Indirect Costs	\$ _____	_____ % of Directs
<b>III. Financing Costs</b>		
Loan Fees	\$ _____	_____ % of Directs
Interest During Construction	\$ _____	_____ % of Directs
Interest During Sales	\$ _____	_____ % of Directs
HOA Dues on Unsold Units	\$ _____	_____ % of Directs
Subtotal Financing Costs	\$ _____	_____ % of Directs
<b>IV. Total Development Costs</b>		
	\$ _____	\$ _____ Per SF GBA

Please check the appropriate statement:	Check Box:
1. Prevailing wage requirements are included in the direct costs above.	<input type="checkbox"/>
2. Prevailing wages are not reflected in the direct costs above.	<input type="checkbox"/>

(1) Inclusive of landscaping and surface parking.

TABLE 3

**GROSS SALES PROCEEDS - RESIDENTIAL  
CITY OF SAN DIEGO**

		<u>Average Unit Size</u>	<u># of Units</u>	<u>Price Per SF</u>	<u>Price Per Unit</u>	<u>Gross Sales</u>
<b>I. Market Rate Units</b>						
Studio	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
Four Bedroom	@ Market	_____ SF	_____	\$ _____	\$ _____	\$ _____
Total/Average - Market Rate Units		_____ SF	_____	\$ _____	\$ _____	\$ _____
<b>II. Affordable Units</b>						
Studio	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Studio	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Studio	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
One Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Two Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Three Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Four Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Four Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Four Bedroom	@ _____% AMI	_____ SF	_____	\$ _____	\$ _____	\$ _____
Total/Average - Affordable Units		_____ SF	_____	\$ _____	\$ _____	\$ _____
<b>III. Total Gross Sales Proceeds</b>		_____ SF	_____	\$ _____	\$ _____	\$ _____

**IV. Net Sales Proceeds**

Gross Sales Proceeds (III, above)		\$ _____
(Less) Cost of Sale @ _____%	% of Gross Sales Proceeds	( \$ _____ )
(Less) Target Developer Profit @ _____%	% of Gross Sales Proceeds	( \$ _____ )

<b>Net Sales Proceeds - Residential</b>	<b>\$ _____</b>
---	-----------------

TABLE 4

**NET OPERATING INCOME - RETAIL  
CITY OF SAN DIEGO**

	<u>SF</u>	<u>Rent/SF</u>	<u>Total Annual</u>
<b>I. Gross Scheduled Income (GSI)</b>			
Retail	_____	\$ _____ /SF/Month/NNN	\$ _____
Total/Average Retail GSI	_____	\$ _____	\$ _____
<b>II. Effective Gross Income (EGI)</b>			
(Less) Vacancy - Retail		_____ % of GSI - Retail	\$ _____
Total Effective Gross Income			\$ _____
<b>III. Operating Expenses</b>			
(Less) Unreimbursed Retail Operating Expenses @			( \$ _____ )
Total Operating Expenses			( \$ _____ )
<b>IV. Net Operating Income (NOI) - Retail</b>			
			\$ _____
<b>V. Maximum Supportable Debt and Equity Investment</b>			
A. Net Operating Income (IV, above)			\$ _____
B. Target Return on Investment (ROI) @			_____ %
<b>C. Maximum Supportable Debt and Equity Investment (A ÷ B)</b>			\$ _____

TABLE 5

**RESIDUAL LAND VALUE AND FINANCING SURPLUS/(DEFICIT)  
CITY OF SAN DIEGO**

---

	<u>Totals</u>
<b>I. Supportable Investment</b>	
A. Net Sales Proceeds - Residential (Table 3)	\$ _____
B. Maximum Supportable Investment - Retail (Table 4)	\$ _____
C. Income During Construction/Lease-Up	\$ _____
D. Total Supportable Investment (A + B + C = D)	\$ _____
<b>II. (Less) Development Costs</b> (Table 2)	( \$ _____ )
<b>III. Residual Land Value</b> (D + II)	\$ _____
<b>Per SF Site Area</b>	\$ _____
<hr/>	
<b>IV. (Less) Acquisition Costs</b>	
APN # _____	( \$ _____ )
APN # _____	( \$ _____ )
APN # _____	( \$ _____ )
APN # _____	( \$ _____ )
APN # _____	( \$ _____ )
APN # _____	( \$ _____ )
Total Acquisition Costs	( \$ _____ )
<b>V. Financing Surplus/(Deficit)</b>	\$ _____

**FINANCIAL DISCLOSURE STATEMENT**

CONSULTANT'S/DEVELOPERS STATEMENT OF DISCLOSURE OF CERTAIN OWNERSHIP INTERESTS ON ALL CONTRACTS THAT WILL REQUIRE DISCRETIONARY ACTION ON THE PART OF THE CITY COUNCIL OF THE CITY OF SAN DIEGO.

The following information must be disclosed:

- 1. List the names of all persons having a financial interest in the consultant's business.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10 percent of the shares in the corporation or owning any partnership interest in the partnership.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. Have you transacted more than \$250 worth of business with any member of the Corporation Board, Planning Commission, or Council/Agency members within the past twelve months?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please indicate person(s)

\_\_\_\_\_

- 5. List the address of any property owned by the consultant's firm or principals identified in (2) that is located within the Centre City and Horton Plaza Redevelopment Projects.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Attachment D

### I. RESPONDENT INFORMATION

<b>Firm Name:</b>	
<b>Address:</b>	
<b>Telephone/Fax:</b>	
<b>E-mail:</b>	
<b>Contact Name:</b>	

Is the Respondent a subsidiary of/or affiliated with any other Corporation(s), Joint Venture(s) or Firm(s)?

No       Yes

If yes, list each such Corporation, Joint Venture or Firm by name and address. Specify its relationship to the Respondent or the percentage of interest of the partners and identify the Officers and Directors or Trustees common to the Respondent and such other Corporation or Firm (attach additional sheet if necessary):

<b>Name of Corporation/ Joint Venture/Firm:</b>	
<b>Address:</b>	
<b>Relationship to Respondent:</b>	
<b>Officers/Directors/Trustees:</b>	
<b>% Interest of the Partners:</b>	

Individual(s) authorized to negotiate, on behalf of the development entity/team and responsible for project execution:

<b>Name(s):</b>	
<b>Position:</b>	
<b>Telephone/Fax:</b>	
<b>E-mail:</b>	

**II. FINANCIAL CAPACITY**

A. Sources and amount of cash available to Respondent to meet equity requirements of the proposed undertaking in bank(s):

<b>Bank Name:</b>	
<b>Address:</b>	
<b>City, State Zip:</b>	
<b>Amount:</b>	
<b>Bank Name:</b>	
<b>Address:</b>	
<b>City, State Zip:</b>	
<b>Amount:</b>	

B. By loans from affiliated or associated corporations or firms:

<b>Name(s):</b>	
<b>Address:</b>	
<b>City, State Zip:</b>	
<b>Source:</b>	
<b>Amount:</b>	

C. Provide three bank references:

<b>Bank:</b>	
<b>Address:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>Bank:</b>	
<b>Address:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>Bank:</b>	
<b>Address:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	

## Attachment D

D. Provide three business references:

<b>Company:</b>	
<b>Address:</b>	
<b>Relationship:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Relationship:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Relationship:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	

E. Has the Respondent or (if any), the Parent Corporation or any Subsidiary or affiliated Corporation of the Respondent’s Officers or Principal Members, Shareholders or Investors been adjudged bankrupt, either voluntary or involuntary, within the past ten (10) years?

Yes       No

If yes, provide the following information:

<b>Date:</b>	
<b>Location:</b>	
<b>Bankruptcy was filed under the following name(s):</b>	

F. Has the Respondent or (if any), the parent corporation or any subsidiary or affiliated corporation of the Respondent’s officers or principal members, shareholders or investors been involved in litigation relating to a development project either voluntary or involuntary within the past three years?

Yes       No

## Attachment D

If yes, provide the following information:

<b>Date:</b>	
<b>Place:</b>	
<b>General Description:</b>	
<b>Current Status:</b>	

- G. Total amount of development work completed by Respondent during the last three years:

\$ _____ .00
--------------

- H. Projects currently in planning or development by the Respondent or principals of the Respondent Team:

- I. Does any member of the Respondent's corporation/partnership have any known relationship in connection with purchasing and implementing the project with any member of the governing body of the City to which the accompanying proposal is being made or to any officer or employee of the local public agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the local public agency covered by the Respondent's proposal is being made available?
- Yes No

If yes, explain:

- J. Statements and other evidence of the Respondent's qualifications and financial summary are attached hereto and hereby made a part hereof as follows:

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

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

**A. BID/PROPOSAL/SOLICITATION TITLE:**

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**B. BIDDER/PROPOSER INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
     Yes                      No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
     Yes                      No

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation Date incorporated: \_\_\_/\_\_\_/\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
 Vice Pres: \_\_\_\_\_  
 Secretary: \_\_\_\_\_  
 Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation?                      Yes                      No

If Yes, name those who own ten percent (10 %) or more of the corporation's stocks:

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Limited Liability Company Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own ten percent (10%) or more of the company:

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Partnership Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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Sole Proprietorship                      Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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Joint Venture                      Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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Note: To be responsive, each member of a Joint Venture must complete a separate *Pledge of Compliance*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
Yes                      No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?  
Yes                      No

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?  
Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

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

Yes                      No

If Yes, use Attachment "A" to explain specific circumstances.

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

Yes                      No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

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

Yes                      No

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

7. Performance References:

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

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_



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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

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

Yes                      No

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

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

Yes                      No

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

**H. BUSINESS INTEGRITY:**

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

Yes                      No

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

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

Yes                      No

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

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

Yes                      No

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

**I. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment "A" to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

**J. STATEMENT OF SUBCONTRACTORS:**

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please write "Not Applicable."

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

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

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

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

Contract Date \_\_\_\_\_

Sub-Contract Dollar Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

\_\_\_\_\_

What portion of work will be assigned to this subcontractor: \_\_\_\_\_

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Circle One) YES NO

If YES, Contractor must provide valid proof of certification with the response to the bid or proposal.

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

List all necessary equipment to complete the work specified. Use *Pledge of Compliance Attachment "A"* if additional pages are necessary. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please write "Not Applicable."

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

Equipment Description: \_\_\_\_\_

Owned  Rented  Other  (explain below)

If Owned, Quantity Available: \_\_\_\_\_

Year, Make & Model: \_\_\_\_\_

Explanation: \_\_\_\_\_

**L. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

Complete all questions and sign below.

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

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

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

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

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

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

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

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

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Name and Title

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Signature

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Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

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

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**CONTRACTOR IDENTIFICATION**

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

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

ADA/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: \_\_\_\_\_ Email: \_\_\_\_\_

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: \_\_\_\_\_ Email: \_\_\_\_\_

- 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 Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
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**

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

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

**Grand Total All Employees**

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

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



## Work Force Report

### 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 (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 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>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### 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.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

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

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**