

# SAN DIEGO REDEVELOPMENT AGENCY

## REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR ENVIRONMENTAL CONSULTING SERVICES FOR THE BROWNFIELDS ASSESSMENT PROJECT

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- Due Date:** 4:00 pm, February 7, 2011
- Contact:** Eliana Barreiros, Project Manager  
San Diego Redevelopment Agency  
[ebarreiros@sandiego.gov](mailto:ebarreiros@sandiego.gov)
- Submissions:** Each respondent is required to submit one (1) signed original and four (4) complete hard copies of responses. Additionally, an electronic version (PDF format or similar) must be provided in a CD/DVD with the financial information provided in its own digital file.
- Questions:** All questions must be submitted via electronic mail to Eliana Barreiros at [ebarreiros@sandiego.gov](mailto:ebarreiros@sandiego.gov). Inquiries must contain the phrase "Brownfields Assessment Project RFQ/P" in the subject line.



San Diego Redevelopment Agency  
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**I. INTRODUCTION AND PURPOSE**

Through this Request for Qualifications and Proposals (RFQ/P), the Redevelopment Agency of the City of San Diego (Agency) seeks to procure the services of an environmental consulting firm to work with the Agency in implementing the Agency's Brownfields Assessment Project (Brownfields' Project).

The successful consulting firm will bring experience, comprehensive technical skills, and a collaborative style to the subject project in order to implement grant activities and may be asked to assist the Agency in exploring and pursuing other related funding opportunities and initiatives as these become available.

The Agency consists of three entities as further described below: the City of San Diego Redevelopment Department, the Centre City Development Corporation and the Southeastern Economic Development Corporation. Respondents selected as part of this RFQ/P process will provide services to the **City of San Diego Redevelopment Department in collaboration with the Southeastern Economic Development Corporation on an as needed basis**. The Centre City Development Corporation is **not** a party to the subject RFQ/P. The Redevelopment Department will manage the subject Brownfields' Project.

**II. THE REDEVELOPMENT AGENCY ORGANIZATION**

The Agency was created by the City Council in 1958 to alleviate conditions of blight in designated urban areas. The Agency is able to use special legal and financial mechanisms to eliminate blight and improve economic and physical conditions in areas under its purview. This authority is conferred on the Agency through the state of California's Health and Safety Code (Section 33000-et.seq.), also known as the California Community Redevelopment Law. The City of San Diego City Council serves as the legislative body to the Agency (Agency Board).

Redevelopment activities and programs in the Agency's [17 project areas](#) are carried out by the City of San Diego Redevelopment Department (Redevelopment Department) and two public, non-profit City corporations: [Centre City Development Corporation](#) (CCDC) and [Southeastern Economic Development Corporation](#) (SEDC). These project areas, located in various parts of the City, encompass more than 11,700 acres.

The [Redevelopment Department](#) administers 11 of the Agency's 17 project areas encompassing approximately 7,613 acres:

- Barrio Logan
- City Heights
- College Community
- College Grove
- Crossroads
- Grantville
- Linda Vista
- Naval Training Center
- North Bay

- North Park
- San Ysidro

The Redevelopment Department also performs general administration duties serving the Agency at large, such as coordination with CCDC and SEDC to meet certain budgetary and reporting requirements and maintenance of the Agency Board meeting docket, official records and website. **References to *Agency's staff* in this RFQ/P are intended to mean staff from the Redevelopment Department.**

The [Centre City Development Corporation](#) (CCDC) was established by the City Council in 1975 to carry out redevelopment activities in downtown San Diego. CCDC administers two redevelopment project areas:

- Centre City (Core/Columbia, Cortez, East Village, Gaslamp Quarter, Little Italy, Marina)
- Horton Plaza

CCDC also performs current and long range land use planning functions in Centre City and Horton Plaza on behalf of the City of San Diego.

The [Southeastern Economic Development Corporation](#) (SEDC) was established by the City Council in 1981 to carry out redevelopment activities and economic development functions in southeastern San Diego. SEDC administers four redevelopment project areas and one study area:

- Central Imperial
- Gateway Center West
- Mount Hope
- Southcrest
- Dells Imperial Study Area

### III. BACKGROUND

The Agency was recently awarded a \$400,000 grant from the U.S. Environmental Protection Agency (EPA) under their competitive Community-Wide Brownfields Assessments Grant Program. The EPA Brownfields Assessment Program provides grant funds for developing sites' inventories, conducting environmental assessments, remediation planning activities as well as related community outreach. The EPA defines *brownfields sites* as:

Real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products.

The Brownfields' Project and the associated grant application submitted to the EPA were the result of a cooperative effort between the Redevelopment Department, the Southeastern Economic Development Corporation (SEDC) and two non-profit entities: the Jacobs Center for Neighborhood Innovation (Jacobs) and Price Charities. Founded in 1995, Jacobs is a nonprofit foundation that works in partnership with the Jacobs Family Foundation and residents of San Diego's Diamond Neighborhoods to build stronger communities through entrepreneurial projects and the creative investment of resources. Price Charities is a public foundation established in 2000. Its primary mission is to improve the lives of families residing in low income urban communities. Through this collaboration, the Redevelopment Department and its

project partners (SEDC, Jacobs and Price Charities) expect to maximize and leverage limited resources and advance redevelopment efforts.

The Brownfields' Project will focus on selected properties within the City Heights and Central Imperial Redevelopment Project Areas (Project Areas). The City Heights and Central Imperial Redevelopment Plans were both adopted in 1992 and collectively encompass an area of approximately 2,564 acres. While progress has been made since the adoption of these Redevelopment Plans, brownfield sites, blight and attendant disinvestment continue to be of concern in these Project Areas.

Grant funds will be used to

- (1) develop a redevelopment sites inventory which integrates newly collected data with other existing data via a Geographic Information System (GIS);
- (2) conduct environmental site assessments (including Phase I's, Phase II's);
- (3) prepare remediation plans and associated conceptual costs estimates based on varied reuse scenarios; and,
- (4) prepare fact sheets, presentations and similar documents to assist Agency staff and its project partners in community outreach activities.

The properties targeted for data and inventory work will be those on the commercial corridors located in the Project Areas. The properties primarily targeted for specific assessments and follow up work will be those owned by the Redevelopment Agency and/or its project partners and/or those to which they have access. Other potential properties will be identified in collaboration with willing property owners as part of a broader community outreach program.

The attached Brownfields Assessments Project Work Plan (Work Plan) has been approved by the EPA (see Attachment 1) and a Collaborative Agreement has been executed between the Agency and the EPA. The Work Plan calls out the goals and objectives of the Brownfields Project, the actions proposed to be carried out by the Agency in relation to the project as well as the related set of deliverables and a targeted schedule for completion.

#### **IV. SCOPE OF WORK**

The selected firm will be expected to provide a wide range of services to the Agency. Tasks anticipated to be carried out by the selected firm include, but are not limited to, the following:

- Complete work in accordance with the approved Work Plan, as may be amended, under the direction of Agency staff;
- Conduct assigned project work in accordance with the standards of the Agency, the City of San Diego and the EPA, as well as any other applicable regulations and provisions;
- Prepare and maintain schedules and budgets for all assigned grant activities;
- Revise Work Plan as needed from time to time and work with Agency staff and the EPA to ensure conformance with the executed Collaborative Agreement;
- Prepare a written Quality Assurance Project Plan (QAPP) in compliance with the EPA standards;
- Assist with development of a redevelopment sites inventory as described in the Work Plan;
- Conduct and oversee comprehensive Environmental Site Investigations (ESAs) including sample collection and laboratory analysis in accordance with all applicable regulatory provisions;
- Evaluate cleanup options and prepare remediation plans and conceptual costs estimates based

- on varied redevelopment scenarios;
- Conduct health risk assessment analysis;
- Provide professional advice regarding environmental issues associated with planning for cleanup and land reuse and/or redevelopment scenarios, financing options and related matters;
- Provide project technical oversight in compliance with all applicable standards, regulations and guidelines;
- Work with Agency staff to refine and implement a comprehensive public outreach program;
- Prepare fact sheets, presentations and/or similar documents to provide information about the project and its progress to a varied set of stakeholders;
- Assist the Agency in providing opportunities for public input and participation throughout all phases of projects;
- Attend regular meetings with Agency staff, project partners and advisory committees as requested; and,
- Deliver **draft** versions of all required written documents and finalize upon review as may be needed which may include legal counsel review.

## **V. PROCUREMENT PROCESS**

It is intended that the Agency will select one firm (and/or consulting team) through this RFQ/P process; however, two firms/teams may be selected if the Agency determines that this is in its best interest in order to best implement the Brownfields Project.

As a result of this process, a contract may be awarded to the most responsive and qualified respondent team(s) subject to successful and timely contract negotiations. As noted above, the Agency reserves the right to award multiple contracts if it is in its best interest to do so.

The term of any contract(s), if awarded, is estimated to be three (3) years consistent with the life of the Brownfields Project. The Agency negotiates and sets fee rates for the full contract period while reserving the right to revise/negotiate rates at any time.

The Agency may pursue related assessment work, clean-ups and/or funding opportunities based on the results of this project and input from the selected firms/teams. Firms/teams responding to and/or selected as part of this RFQ/P will not be precluded from participating in future related Agency opportunities. It will be at the Agency's sole option whether or not to utilize respondent and/or selected teams/firms for future contracting opportunities.

## **VI. TECHNICAL SPECIFICATIONS**

Project Budget: The total budget for the Brownfields Project (petroleum and hazardous substance sites) is \$400,000, allocated among tasks outlined in the Work Plan (which may be amended from time to time subject to EPA approval). While the Agency will generally negotiate budgets for specific grant activities with the firm/team selected as part of the RFQ/P process prior to contract execution, the budget for some project activities may be revisited as the project progresses (in these instances, contract negotiations will generally identify budget ranges).

Project Management: The successful firms/teams will work under the direction of Agency staff in accordance with all applicable provisions, standards, policies and regulations

Preparation of Work: Consultants' work will be supervised and approved by Agency staff in

collaboration with City of San Diego and SEDC staff, legal counsel, regulatory agencies' personnel, including the EPA, and others as determined by Agency staff.

Reporting Requirements: The following reports will be required to be prepared by the consultant(s) and submitted to the Agency for approval prior to finalization (list may not be all inclusive and may be amended at the sole discretion of the Agency):

1. Quarterly and annual financial and progress reports required by the EPA;
2. Submission or updating of information in accordance with the EPA reporting system;
3. Draft and final work plans for specific sites, as deemed necessary;
4. Technical memoranda, as requested by the Agency;
5. Other grant related reports required by the EPA, and other regulating Agencies -including the California Environmental Protection Agency (Cal/EPA), the State Water Resource Control Board (SWRCB), the Department of Toxic Substances Control (DTSC), the California Occupational Health and Safety Administration (Cal/OSHA), and the County of San Diego Department of Environmental Health (DEH).

Terms of the Agreement: Please refer to Attachment 5 for a sample Agency Agreement.

## VII. SUBMITTAL REQUIREMENTS

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

Each submittal **must** include a table of contents that is consistent with the order and numbering system of the items shown below to aid in expedient information retrieval. To the maximum practicable extent, all printed materials should be prepared on standard size paper, **double-sided**, make use of recycled or post consumer paper and use color ink used with extreme discretion. The type and necessity of binders and covers will be at the respondents' discretion but are not needed. The submittal should be clear and understandable when reproduced in black and white. The submittal **must** include page numbers in a complete sequential form rather than on a per section basis.

Details regarding submittal format and content follow.

Submittal Cover - Include the RFQ/P title and submittal due date, the name, address and the telephone number of principal respondent firm as well as the respondent's primary contact and his/her contact information.

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

- i. Cover Letter - The cover letter should be brief (two pages maximum) and include the following information:
  - Identify the respondent's primary contact (include street and e-mail addresses and telephone number) responsible for all queries made during the intake and processing of the response.
  - Identify the location of the office(s) housing individuals assigned to provide services.

- Provide the Federal Tax I.D. number of the primary respondent firm.
  - If proposing joint venture partners and/or sub-consultants, include company name(s), the types of services to be provided by each, and their primary contact as well as their street and e-mail addresses and telephone numbers.
  - Call out any DBE/DVBE/MBE/SBE/WBE **current** certifications (and date of issuance) of the prime respondent firm and/or sub-consulting firms as applicable
  - The signatory must be a person with the legal authority to bind the prime, partners and sub-consultants.
- ii. Methods and Strategic Plan – Provide a clear outline and description of how the respondent(s) would effectively assist the Agency in implementing the Brownfields’ Project in a cost effective and timely manner consistent with all EPA requirements. Consideration should be given to the tasks, deliverables, budget details, and community outreach plan described in the attached Work Plan. Include in this section a project schedule as detailed as you see fit which includes all milestones identified in the Work Plan **and is consistent with the RFQ/P schedule and process outlined below as well (note that the project closeout date must remain unchanged)**. Respondents are encouraged to identify any refinements to any portion of the Work Plan that they suggest the Agency consider as the project moves forward. **This section must be limited to no more than five (5) pages.**
- iii. List of Project Personnel – This section must include the identification of the contact person with primary responsibility for this project and other key project personnel, including joint venture partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A résumé for each professional and technical person identified herein as assigned to the project, including partners and/or sub-consultants, must be submitted. **Résumés may not exceed two (2) pages in length.**
- iv. Qualifications and Experience – Provide a brief description of the team's most pertinent and recent experience in providing similar services to public entities and/or the private sector. Focus on the firms' most salient experiences in the past five (5) years that specifically related to the scope of work and list this experience in consecutive manner calling out the award and completion dates and/or current status (**clearly identify the specific tasks performed as part the work experience highlighted**). Provide the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. If identifying joint venture partners and/or sub-consultants, describe their experience in the same manner described herein and identify the tasks that each firm is generally anticipated to perform as part of this contract). **This section must be limited to no more than eight (8) pages for the primary firm and three (3) pages for each sub-consultant firm.**
- v. Organization Chart – An organization chart containing the names of all key personnel, joint venture partners, and/or sub-consultants with titles and their specific task assignment for this project must be provided in this section.
- vi. Other Information – This section must contain all other pertinent information regarding this procurement in the following order:



- A. Description of insurance coverage for prime respondent and co-venture partner(s) (types of coverage and policy limits, deductible, exclusions, and outstanding claims);
  - B. Description of in-house resources for prime respondent and co-venture partner(s) (i.e., computer capabilities, software and graphic applications, and modeling programs, etc.);
  - C. Completed Equal Opportunity Agreement (*Attachment 2*).
  - D. Completed *Work Force Report* for the prime respondent and/or co-venture partner(s) only (*Attachment 3*);
  - E. Completed *Sub-Consultant List* (*Attachment 4*);
  - F. Individual *Letters of Intent to Subcontract or Co-Venture* signed by co-venture partner(s) and each sub-consultant as applicable;
  - G. Copy of valid DBE/DVBE/MBE/SBE/WBE certification certificates of listed firms to be utilized in this project for prime respondent, co-venture partner(s), sub-consultants, and/or vendors.
  - H. An identification of contracts and/or agreements that the prime respondent and/or co-venture partner and/or sub-consultant firms are currently engaged in **with any department of the City of San Diego and/or the Redevelopment Agency, or any of the entities which comprise the Agency.** Describe the term of said contracts/agreements, the subject scope of work and the maximum dollar amount of such contracts/agreements. Provide names and contact information of the principal person(s) within the City and/or Redevelopment Agency AND the respondent firms' involved in said contracts/agreements.
- vii. **Schedule of Rates** – The hard copy of this section must be provided under separate cover in a sealed envelope (only one hard copy is required). In the digital file of the response provide this section in its own separate file. This section must include one (1) current, project specific fee schedule AND a schedule of rates for all project personnel identified as key to the project along with their job classification. As applicable, provide rates for other personnel that may work on this project but are not currently identified by name but rather through job classifications. Clearly identify and list all other fees and expenses that may accrue and are not included in the personnel rates. It is acceptable to submit a range of fees for different labor classifications. However, respondents are expected to provide the list of project personnel as described above. Staff identified in said list will be considered as committed to the project with no substitutions unless so authorized by Agency staff. Therefore, the schedule of rates must identify the specific rates proposed for the key personnel as described above. Ranges for other staff are acceptable.

Note that the selected prime consultant will assume responsibility for all services offered in the proposal, including any services provided by subcontractors. Further, the Agency will consider the prime consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from a contract. The prime consultant is responsible for adherence by the subcontractors to all provisions of a contract.

## **VIII. SUBMITTAL EVALUATION CRITERIA**

The Agency will review responses with the following criteria in mind: project approach and methods, pertinent experience and knowledge, ability to provide comprehensive and highly qualified consulting services in a cost effective and timely manner and composition of team as this relates to the task at hand (keeping in mind the diversity of the communities served by the Agency).

Submittals received will be evaluated by a Review Committee according to the criteria listed below but this is not meant nor should it be interpreted to be, an all inclusive list:

- Conformance to the specified RFQ/P requirements;
- Organization, presentation, and content of the submittal;
- Ability to effectively communicate in a concise manner;
- Specialized experience and technical competence of the firm(s) (including principal firm, joint venture-partners, and sub-consultants), considering the types of services required, record of performance, and the strength of the key personnel who will be dedicated to the project;
- Most competitive project specific fee schedule AND schedule of rates for project personnel;
- Specialized methods and overall strategic plan to accomplish the work in a timely and competent manner;
- Knowledge and understanding of local policies, regulations and standards as well as familiarity with Redevelopment Agencies and their purview;
- A local presence for interfacing with the Agency staff, project partners and stakeholders; and,
- A willingness to make meaningful wide-range subcontracting and employment opportunities available to all interested and qualified firms and individuals in the market place.

## **IX. SUBMITTAL SELECTION PROCESS**

A Review Committee will review submittals which meet the requirements stated herein. The Review Committee will select the most responsive and qualified respondents based on the criteria listed above.

These selected respondents may be invited to meet with Agency representatives to expand on the qualifications and experience and/or may be required to provide additional information. If selected for an interview, it is mandatory that representatives for all members of the team and the designated project manager attend. The successful firm(s) would then be chosen from this "short-list" following interviews and/or review of any additional information requested based on the criteria listed above.

## **X. SUBMITTAL SCHEDULE AND PROCESS**

The solicitation, receipt and evaluation of submittals submitted in response to the subject RFQ/P and

the selection of the pre-qualified consultants will generally conform to the following schedule. The Agency reserves the right to modify said schedule:

Distribution/Advertisement	January 6
Pre-Submittal Q&A meeting	January 19 – 2:00 PM
Deadline for Submittal of Questions	January 27 – 5:00 PM
Deadline for Submittal of Responses	February 7 <b>NO LATER THAN 4:00 PM</b>
Submittals' Review	February 7 – 18
Interviews and/or request for additional information, as may be needed	February 18 – 25
Final Selection and announcement	Early March

One original and four copies of the submittal and one "high quality" digital PDF file (on CD) along with a schedule of rates as described above **MUST** be delivered to the following address on or before **February 7, 2011 no later than 4:00 PM:**

San Diego Redevelopment Agency  
1200 Third Avenue, Suite 1400  
San Diego, CA 92101  
ATTN: Eliana Barreiros, Project Manager

Inquiries and/or comments related to this RFQ/P must be submitted **in writing via electronic mail** to Eliana Barreiros at [ebarreiros@sandiego.gov](mailto:ebarreiros@sandiego.gov). No other form of inquiries will be accepted.

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

Please note that any changes, revisions, and/or addendums to this RFQ/P or its respective schedule will be posted on the Agency's website at <http://www.sandiego.gov/redevelopment-agency/index.shtml>. It is solely the respondent's responsibility to check the website daily for any changes, revisions, and/or addendums.

#### **XI. PRE-SUBMITTAL Q&A MEETING**

A pre-submittal meeting will be held to discuss all aspects of the subject RFQ/P and the solicitation and contracting process as well as provide additional information about the Brownfields' Project. This meeting is also intended to provide a setting and opportunity for networking among different firms.

The meeting is scheduled for **January 19, 2011 at 2:00 PM**. Meeting will be held at:

Civic Center Plaza (within the City Hall complex, across from the fountain)  
1200 Third Avenue  
4th floor conference room  
San Diego, California

Map and directions can be found at <http://www.sandiego.gov/directories/servmap1.shtml>.

## **XII. GENERAL RULES, SPECIFICATION, GUIDELINES, POLICIES AND PROCEDURES**

### ***Public Disclosure***

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

### ***Confidential Solicitation***

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

### ***Conflict of Interest/Financial Disclosure***

The respondent agrees, if selected, to comply with the Agency's adopted Conflict of Interest Code. Key personnel who will be performing services under any Agreement may be required to make disclosures with respect to the affected Redevelopment Project Areas.

### ***Terms and Conditions***

Issuance of this RFQ/P does not commit the Agency to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ/P is dependent upon the approval of the Redevelopment Agency Board and/or the Redevelopment Agency Executive Director.

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

### ***Insurance***

The firm(s) selected to perform the work described in this RFQ/P will be required to provide evidence of insurance as shown below:

- (1) **Commercial General Liability** policy with the addition of coverages as broad and as encompassing as the Broad Form Comprehensive General Liability endorsement in the occurrence form, including loading and unloading operations, providing coverage against claims for bodily injury or death and property damage resulting from the Consultant's performance. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. All rights of subrogation shall be waived. Such insurance shall be primary and non-contributory with any other coverage, including the Agency's, and such insurance shall afford immediate defense and indemnification of all listed as additionally insured including the REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO and the CITY OF SAN DIEGO to the limits of not less than

\$1,000,000 per occurrence for all covered losses and not less than \$2,000,000 general aggregate;

(2) **Worker's Compensation Insurance** as required by the laws of the State of California;

(3) **Employer's Liability Insurance** with the following limits:

Bodily Injury by Accident:	\$1,000,000 each accident
Bodily Injury by Disease:	\$1,000,000 policy limit
Bodily Injury by Disease:	\$1,000,000 each employee

(4) **Commercial Automobile Liability** or **Business Auto Policy** with limits not less than \$1,000,000.00 each occurrence, combined single limit for bodily injury or death and property damage. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.

Professional liability insurance (errors and omissions) may also be required in the minimum amount of \$1,000,000. All insurance must be provided at the sole cost and expense of the firm(s) selected, unless any requirements are modified or waived by the Agency.

All specifications regarding insurance requirements may be changed at the sole discretion of the Agency.

### ***Equal Opportunity Program Requirements***

The Redevelopment Agency and the City of San Diego are strongly committed to equal opportunity in solicitation of professional service consultants to ensure that consultants doing business with the Agency (the Redevelopment Department, CCDC and SEDC) and the City are equal opportunity contractors and employers. The Agency **strongly encourages prime consultants to share this commitment**. Prime consultants are encouraged to take positive steps to diversify and expand their sub-consultant solicitation base and to offer consulting opportunities to all eligible sub-consultants.

The Agency implements the City of San Diego Equal Employment Opportunity Program. Individuals, contractors, vendors, consultants, grantees, lessees, and banks contracting with the Agency must comply with the City of San Diego Equal Opportunity Policy and Program.

### ***Federal Requirements***

The selected respondent(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted.

The respondent shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, medical condition or place of birth. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this document so that such provisions will be binding upon each sub-consultant.

In addition to the foregoing, selected consultants shall comply with City of San Diego Council Policy 100-04, adopted by Resolution R-282153, relating to the Federal Americans with Disabilities Act ("ADA").

Consultants shall be responsible for establishing and implementing an ADA program within the consultant's work place, and ensuring compliance with Council Policy 100-04 and its subcontractors.

### ***Local Requirements***

Consultants shall comply with the requirements of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program (*Refer to <http://docs.sandiego.gov/municode/MuniCodeChapter02/Ch02Art02Division27.pdf>*).

### ***Work Force Report***

The respondent is required to include in the submittal a current *Work Force Report (Attachment 2)* or (if requested by the Agency or the City of San Diego) an Equal Employment Opportunity Plan ("EEO Plan") for itself and for its co-venture partner (if a joint partnership applies). The firm's(s') work force data will be compared to the *County Labor Force Availability* data to determine the adequacy of the work force representation.

If the selected firm submitted a work force report and has fifteen (15) or more employees and under-representation of women and/or members of under-represented ethnic groups is determine to exist, it will be required to submit an EEO Plan as notified. The EEO Plan sets forth the actions that the selected consultant will take to achieve the County Labor Force Availability Goals for the employment of African Americans, Native Americans, Asians, Filipinos, Latinos, Women and people with disabilities.

### ***Equal Opportunity Contracting Advisory Goals and Guidelines***

Any project valued at \$25,000 or more has a voluntary subcontracting goal of 20%. The goal is achieved by contracting with any combination of certified-"Minority Business Enterprise" (MBE), "Women Business Enterprise" (WBE), "Disadvantaged Business Enterprise" (DBE), "Disabled Veteran Business Enterprise" (DVBE), Small Business Enterprise (SBE) and/or "Other Business Enterprise" (OBE) firms at the prime, co-venture partner sub-consultant and/or vendor level. Attainment of the goal is strongly encouraged but strictly voluntary.

### ***Strategies to Assemble a Successful and Diverse Team***

1. Search in the Public Agency Certified Firm Directory available at [www.ccdc.com](http://www.ccdc.com).
2. Use City of San Diego and Caltrans directories of DBE, DVBE, MBE, WBE, and SBE certified businesses providing the needed services. Call or write to the listed certified firms. Directories are available at the City's EOCP office - 619/533-4464 and Caltrans at 916/445-3520 or on the Internet at [www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/).
3. Search the Federal directory of certified firms under [www.ccr.gov](http://www.ccr.gov).
4. Attend pre-submittal meeting to network with sub-consultants.
5. Advertise sub-consulting opportunities in general circulation, trade associations, community organizations and special interest newspapers in a timely manner (including but not limited to

entities reaching out to DBE, DVBE, MBE, WBE, SBE, certified firms).

6. Utilize the services of community organizations, professional associations focusing on, but not limited to, women and under-represented ethnic groups, and local, state, and federal small business assistance offices and other organizations for referrals.

### ***Guidelines and Requirements for Sub-consultants and Co-Venture Partnerships***

As part of the submittal, the respondent shall include copies of valid proof of certification for sub-consultants and/or co-venture partners identified as certified DBE, DVBE, MBE, SBE or WBE on the *sub-consultant list*.

The *sub-consultant list* is a part of this submittal and will become part of any contract(s) with the Agency. Sub-consultants may participate in different respondents' teams. The selected respondent will ensure that all team members, including the prime, co-venture partners, primary sub-consultants and/or vendors are listed. No changes to the *sub-consultant list* will be allowed without prior written approval from the Agency. Sub-consultants are expected to complete a minimum of 75% of their listed scope of work with their own work forces.

As a part of this submittal, the Respondent shall include copies of individual letters of intent to subcontract or to co-venture with each sub-consultant and/or co-venture partner listed. The letters must specify that in the event that the respondent is awarded the contract, the respondent fully intends to subcontract with the specific sub-consultant and/or enter into a partnership with a co-venture partner. The letter must identify the type of service to be provided and the approximate percent of the total contract award. The letters must be signed by the prime respondent, the co-venture partner and/or the sub-consultant(s).

### ***Nondiscrimination Policy***

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of sub-contractors, vendors, or suppliers.

Respondent shall provide equal opportunity for subcontractors to participate in subcontracting opportunities.

Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

As part of its bid or proposal, respondent shall provide to Agency a list of all instances within the past ten years where a complaint was filed or pending against respondent in a legal or administrative proceeding alleging that respondent discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

### ***Local Business and Employment***

The respondent hereby acknowledges that the Redevelopment Agency seeks to promote any and all

employment and business opportunities for local residents and firms on all of its contracts. The respondent will, to the extent legally possible, solicit applications for employment and proposals for sub-contracts for work associated with this RFQ/P from local residents and firms as opportunities arise. The respondent agrees to hire qualified local residents and firms whenever feasible.

\*\*\*

The Agency looks forward to receiving a submittal from you.  
If you have any questions or comments regarding this RFQ/P or any related matter,  
please contact the Project Manager as identified on the cover page.



## ATTACHMENT 1

### SAN DIEGO REDEVELOPMENT AGENCY BROWNFIELDS ASSESSMENT PROJECT WORK PLAN

#### **A. Recipient Title**

The City of San Diego Redevelopment Agency

#### **B. Background**

The Community-Wide Assessment Grant Project (Project) will focus on selected geographic areas and properties within the City Heights and Central Imperial Redevelopment Project Areas (Project Area). The City Heights and Central Imperial Redevelopment Plans were both adopted in 1992 in accordance with the State of California's Health and Safety Code (Section 33000 et seq.), also known as the California Community Redevelopment Law.

The San Diego Redevelopment Agency is comprised of three distinct organizations that administer and implement adopted redevelopment plans: (1) the Redevelopment Division; (2) the Centre City Development Corporation; and, (3) the Southeastern Economic Development Corporation (SEDC). The Redevelopment Division of the Agency will manage the Project while working in close partnership with SEDC. The Redevelopment Division manages the City Heights Redevelopment Project and SEDC is in charge of the Central Imperial Redevelopment Project. The Agency has partnered with the Jacobs Center for Neighborhood Innovation (JCNI) (located in Central Imperial) and Price Charities (located in City Heights) in order to implement the Project.

Collectively, the partners will use the EPA grant funds to complement efforts intended to facilitate the conversion of brownfield sites into productive uses while responding to community needs. Specifically, the partners will complete environmental site assessments as well as remediation planning activities within commercial corridors in the targeted geographic areas. Project tasks are intended to include an inventory and identification of suitable sites and subsequent prioritization of selected properties for assessment, remediation planning and redevelopment planning efforts. The Project partners will implement the Project within a meaningful community process seeking to build on our continuing conversation with the businesses and residents that make these places home.

#### **C. Goals and Objectives**

##### **a. EPA Strategic Plan**

This project supports EPA's Strategic Plan and GPRA Goal 4: Healthy Communities and Ecosystems, Objective 4.2 Communities – Sustain, Clean Up, and Restore Communities and the

Ecological Systems that Support Them, Sub-objective 4.2.3 Assess, Clean Up and Redevelop Brownfields.

Outputs: inventory and data compilation, site identification and prioritization criteria/ ranking, remediation planning and land use planning activities, meeting and outreach program regular meetings' agendas and/or minutes as pertinent and final report.

Outcomes: inventory and data collection (model and mechanics), approximately 20 Phase I assessments, 10 Phase II assessments and remediation costs' estimates as appropriate, 6 Remediation Plans; advancement of 10 parcels for next steps in reuse process, community engagement and establishment of new and/or re-invigorated partnerships; and, successful pursuit of subsequent related opportunities intended to advance the goals of the Project partners.

## **b. Project Goals**

The overarching goal of the Project partners is to leverage limited resources in order to advance pre-redevelopment efforts within the context of furthering the core mission of each of the participating entities. The proposed project will provide important tools intended to complement larger efforts while facilitating positive investment in the affected communities in partnership with a broad set of stakeholders. By conducting essential but costly due diligence and planning activities, the partners seek to ease the uncertainty and hesitation related to revitalization activities in the Project Area. Due diligence is critical in advancing redevelopment projects and fulfilling the mission of the Project partners.

## **D. Tasks**

### **Task 1 - Project Management and Planning**

#### **a. Task Description:**

- Management of the Project at large and related coordination, record keeping and reporting activities
- Travel to national and regional EPA sponsored conferences and other travel as appropriate (e.g., national Brownfields conference)
- Consultation with legal counsel
- Preparation and issue of Request for Qualifications (RPQ) for selection of Qualified Environmental Professional for environmental assessment and related activities
- Execution and management of consultant contract
- Establishment of protocol and procedures for community outreach process in partnership with Project partners
- Development and maintenance of Project schedule

- Oversight of daily and regular activities to ensure milestones are being met in a timely manner
- Coordination to ensure consideration of all affected parties and issues as Project moves forward
- Coordination and pursuit of training opportunities for Project team
- Project close up

**b. Task Budget:** \$12,000

**c. Schedule:** Ongoing through the life of the Project

**d. Deliverables:** Site Evaluation and Selection Criteria; RFP; RFP selection documents; Contract(s); Public Notice for Community Outreach meetings and minutes; letter reports as warranted and regular reports as required per EPA standards.

## **Task 2 - Community Outreach**

**a. Task Description:** Public outreach regarding the proposed grant activities will be conducted throughout implementation of the Project to inform the community and all interested stakeholders about the progress of the grant activities and obtain input as the Project is refined and subsequently implemented. The EPA grant outreach efforts will be integrated into extensive outreach already conducted by the Agency and its partners during their normal course of business.

It is a standard practice of the Agency to encourage and facilitate meaningful public participation through all stages of redevelopment activities. The Agency regularly participates in public meetings and holds walking tours of project areas. Much of the outreach is conducted through Project Area Committees (PACs). PACs are comprised of owner and tenant residents, business owners, and community organization representatives elected by other residents, business owners, and property owners. PACs hold monthly public meetings to solicit community input, and advise the Agency on the adoption and implementation of redevelopment plans, programs, and projects.

Project related activities to be tackled with existing Agency resources (rather than EPA grant funds) will also include an identification of public sources of funding available to conduct assessments and/or remediation planning and execution, the production of a “fact sheet” or similar listing of said sources and related contact information and its broad dissemination to potentially interested parties such as property owners, real estate brokers and the like.

**b. Task Budget:** \$6,000

**c. Schedule:** Ongoing through the life of the Project

**d. Deliverables:** Agendas and minutes from community outreach meetings; informational fact sheet(s); hard copy of website updates or similar.

### **Task 3 - Conduct Inventory, Site Selection and Site Approval**

**a. Task Description:** A sites inventory will be conducted for the City Heights portion of the Project Area, and the existing inventory for the Central Imperial portion of the Project Area will be updated and expanded as feasible. The inventory will be incorporated into the Geographic Information System (GIS) currently available to the Agency through the City of San Diego. The inventory current site uses, public records, limited site reconnaissance from public right-of-ways and as well as limited historical data screening. Efforts directed towards portions of the Project Area will focus on major commercial corridors and sites considered by the Project partners to be ripe for redevelopment in the short term (5-10 years). The inventory will also integrate data from due diligence and related activities conducted to date by the Project partners. The Agency intends to use the GIS as a planning tool to identify properties where redevelopment priorities and the potential for environmental impairments overlap and will use this information to direct selection of sites for Phase Is and/or Phase IIs. The Project partners will also take into account the grants' allocation limitations (hazardous substances versus petroleum grants) in selecting the Phase I sites. The list of sites selected will be submitted to the EPA for their consideration and approval.

**b. Task Budget:** \$30,000

**c. Schedule:** Start - Feb 1, 2011      Complete – July 31, 2011

**d. Deliverables:** Sites inventory; criteria for make determinations regarding further analysis/study; list of sites selected based on the ranking criteria; necessary forms/documents for EPA's review and approval of sites.

### **Task 4 - Quality Assurance**

**a. Task Description:** Preparation of a Health and Safety Plan (HSP) and a Quality Assurance Project Plan (QAPP) and/or Sampling and Analysis Plan (SAP) and subsequent submittal to the EPA. No field sampling activities will commence until the EPA has approved the QAPP/SAP.

**b. Task Budget:** \$12,000

**c. Schedule:** Start - April 1, 2011      Complete - October 1, 2011

**d. Deliverables:** HSP and draft QAPP/ SAP and final QAPP or SAP

## **Task 5 - Conduct Phase I Activities**

**a. Task Description:** Phase I environmental site assessments will be conducted for approximately 18 sites within the Project Area. When possible, the Phase Is will encompass larger contiguous areas rather than a single parcel for greater efficiency. The Phase Is will be conducted according to the EPA All Appropriate Inquiry Final Rule standard (AAI) as well as the American Society for Testing and Materials (ASTM) guidelines. The Phase Is will assess whether recognized environmental conditions are present given current or historical site land use or from known and reported off-site sources. The Phase I scope of work will include: site and site vicinity inspection; interviews with past and present owners, operators, and occupants; regulatory agency record review; historical research; geologic, hydro-geologic, and water quality research; and report preparation. Property Profile Forms will be completed for each site elected for a Phase I. Sites suitable for Phase I activities will be selected in accordance with the process described under Task 3 above.

**b. Task Budget:** \$ 120,000

**c. Schedule:** Start – August 1, 2011      Complete – September 30, 2012

**d. Deliverables:** Phase I (AAI) reports.

## **Task 6 - Conduct Phase II Activities**

**a. Task Description:** Up to 10 ASTM Phase II environmental assessments will be completed (4 to 6 under each of the grants' allocations). As feasible and appropriate, the Phase II evaluations may include costs estimates for remediation under different development scenarios and/or recommendations for clean-up alternatives and next steps. Site specific health and safety plans will be prepared for each Phase II investigation. The Phase II scope of work can vary widely but will generally include a work plan; geophysical investigation; soil sampling; soil, soil vapor, and/or groundwater sampling; laboratory analysis; a health risk assessments (HRA) focused on suitable end uses; data review and interpretation; and, draft and final report preparation. Phase II sites will be selected based on the findings of Phase Is, site readiness for redevelopment, site location and other criteria to be developed in concert with Project partners and community outreach activities.

**b. Task Budget:** \$160,000

**c. Schedule:** Start - August 1, 2012      Complete – August 31, 2013

**d. Deliverables:** Draft/final ASTM Phase II reports

## **Task 7 - Cleanup Plans/End Use Planning/ Health Monitoring**

**a. Task Description:** The Project partners intend to develop at least preliminary information about the most appropriate and economically feasible land uses for redevelopment efforts, and associated environmental activities, costs, and schedules for all sites for which Phase IIs were completed. As feasible and appropriate, the Project partners intend to prepare a minimum of 3 remediation plans and enroll in the Voluntary Assistance Program (VAP). Cooperation and oversight from regulatory agencies are critical elements in any brownfields' project to ensure the protection of human health and the environment, secure financing sources, and to provide needed liability protection. While no health monitoring activities are planned at this state, the Project partners would include this activity into the project if any of the due diligence conducted revealed the need for such follow-up.

**b. Task Budget:** \$60,000

**c. Schedule:** Start – May 1, 2013      Complete – October 1, 2013

**d. Deliverables:** End use planning findings; remediation plans; as applicable, VAP program documentation and health monitoring information.

## **Task 8 - Reporting Activities**

**a. Task Description:** The Agency will comply with all reporting requirements in the grant conditions and will also consult with assigned Project officers on Project specific reporting needs. The Agency will provide regular reports to the EPA including Quarterly Progress Reports, MBE/WBE Reports and Annual Financial Status Reports. Quarterly Reports will generally follow the format of the approved work plan and will include a list, by Project task and budget category, of expenses that will be invoiced and/or have been invoiced during the reporting period. The Quarterly Report will also include a description of cumulative expenditures to date by Project task and budget category. The quarterly budget summaries will include information on the Agency's costs' share. Property Profile Forms (PPF) will be submitted initially with the relevant Quarterly Report. An updated PPF will be submitted each quarter thereafter. As permitted by the EPA, all reporting will be submitted to the EPA via electronic means. The Agency will comply with all reporting requirements including those related to the USEPA ACRES database in a timely manner.

Final Summary Report: The Agency will prepare and submit a final written summary report describing the initial goals and objectives of the Project, accomplishment of the goals and objectives, and any changes implemented. The report will highlight lessons learned and clearly describe future tasks which will be necessary to complete the cleanup and redevelopment of the affected sites. The report will describe resources leveraged during the Project (other than the EPA grant), how they were used, and any

resources leveraged to continue the Project after the expiration of the Brownfields grant. The report will include any supporting assessment documents or summaries not previously provided. The Final Summary Report will also include a final property profile (OMB NO. 2050- 0192)

Project Closeout: The Agency will comply with closeout requirements as stated in the Terms and Conditions of the Cooperative Agreement.

**b. Task Budget:** \$0

**c. Schedule:** Ongoing through the life of the Project and through Project closeout

**d. Deliverables:** Quarterly progress reports; property profile forms; final summary report; annual financial status reports (FSR); final FSR; and, MBE/WBE reports.

**E. Schedule of Milestones & Deliverables**

<b>Fiscal Year</b>	<b>Quarter</b>	<b>Quarterly Report Due</b>	<b>Milestones and Deliverables Due with Quarterly Report</b>	<b>Status</b>
2011	1 <sup>st</sup>	JAN 1 2011	<ul style="list-style-type: none"> <li>• Selection of Project Manager/ Revised work-plan as needed</li> <li>• Request for Qualifications (RFQ)</li> <li>• Community Outreach Plan</li> </ul>	
2011	2 <sup>nd</sup>	APR 1 2011	<ul style="list-style-type: none"> <li>• RFQ Selection process and results</li> <li>• Contract with firm(s) selected as part of RFQ process</li> <li>• Begin Community Outreach</li> <li>• Develop inventory scope and mechanism for implementation - identify data that needs to compiled and integrated into inventory</li> <li>• Report on ongoing community outreach activities (include meetings agendas and minutes, copies of website updates, fact sheets, distribution list, etc.)</li> </ul>	
2012	3 <sup>rd</sup>	JUL 1 2011	<ul style="list-style-type: none"> <li>• Inventory progress and status</li> <li>• Site selection criteria</li> <li>• Preliminary site selection list</li> <li>• Report on ongoing community outreach activities</li> </ul>	

<b>Fiscal Year</b>	<b>Quarter</b>	<b>Quarterly Report Due</b>	<b>Milestones and Deliverables Due with Quarterly Report</b>	<b>Status</b>
2012	4 <sup>th</sup>	OCT 1 2011	<ul style="list-style-type: none"> <li>• Complete inventory (provide details in Quarterly report)</li> <li>• Site selection and site approval</li> <li>• Draft and final QAPP/SAP and HSP</li> <li>• Report on ongoing community outreach activities</li> <li>• Deploy Phase Is (report on progress and status )</li> <li>• Annual Financial Status Report</li> </ul>	
2012	1 <sup>st</sup>	JAN 1 2012	<ul style="list-style-type: none"> <li>• Ongoing Phase Is (report on progress and status )</li> <li>• Report on ongoing community outreach activities</li> </ul>	
2012	2 <sup>nd</sup>	APR 1 2012	<ul style="list-style-type: none"> <li>• Ongoing Phase Is (report on progress and status )</li> <li>• Begin ranking sites investigated for Phase IIs and compilation of findings of all Phase Is completed (integrate into GIS)</li> <li>• Report on ongoing community outreach activities</li> </ul>	
2013	3 <sup>rd</sup>	JUL 1 2012	<ul style="list-style-type: none"> <li>• Ongoing Phase Is (report on progress and status )</li> <li>• Identify sites targeted for Phase II investigations and work on appropriate scope of work for each site</li> <li>• Compile land use and related information for each site</li> <li>• Report on ongoing community outreach activities</li> </ul>	
2013	4 <sup>th</sup>	OCT 1 2012	<ul style="list-style-type: none"> <li>• Phase IIs underway</li> <li>• Report on ongoing community outreach activities</li> <li>• Annual Financial Status Report</li> </ul>	
2013	1 <sup>st</sup>	JAN 1 2013	<ul style="list-style-type: none"> <li>• Ongoing Phase IIs</li> <li>• Begin compilation of data to drive end use and remediation planning efforts</li> <li>• Report on ongoing community outreach activities</li> </ul>	



<b>Fiscal Year</b>	<b>Quarter</b>	<b>Quarterly Report Due</b>	<b>Milestones and Deliverables Due with Quarterly Report</b>	<b>Status</b>
2013	2 <sup>nd</sup>	APR 1 2013	<ul style="list-style-type: none"> <li>• Ongoing Phase IIs</li> <li>• Identify sites targeted for remediation planning</li> <li>• Report on ongoing community outreach activities</li> </ul>	
2014	3 <sup>rd</sup>	JUL 1 2013	<ul style="list-style-type: none"> <li>• Ongoing Phase IIs</li> <li>• Ongoing preparation of remediation plans</li> <li>• Ongoing preparation and compilation of site specific data to begin to evaluate economically feasibility of redevelopment projects</li> <li>• Report on ongoing community outreach activities</li> </ul>	
2014	4 <sup>th</sup>	OCT 1 2013	<ul style="list-style-type: none"> <li>• Remediation plans</li> <li>• Report on ongoing community outreach activities</li> <li>• MBE/WBE Reports</li> <li>• Annual Financial Status Report</li> <li>• Final Summary Report</li> <li>• Project closeout</li> </ul>	

**F. Budget Summary**

<b>Hazardous Substances Grant</b>					
<b>Categories</b>	<b>Project Tasks</b>				
<b>(Programmatic costs only)</b>	<b>Inventory &amp; GIS</b>	<b>Phase Is</b>	<b>QAPPs/Phase IIs/ HRAs/Planning</b>	<b>Public Outreach/ Funding Assistance</b>	<b>Total</b>
Travel					
Supplies				\$3,000	\$3,000
Contractual	\$9,000	\$60,000	\$122,000		\$191,000
Hazardous Substances Total	\$9,000	\$60,000	\$122,000	\$3,000	<b>\$194,000*</b>
<b>Petroleum Grant</b>					
<b>Categories</b>	<b>Project Tasks</b>				
<b>(Programmatic costs only)</b>	<b>Inventory/GIS</b>	<b>Phase Is</b>	<b>QAPPs/Phase IIs/ HRAs/Planning</b>	<b>Public Outreach/ Funding Assistance</b>	<b>Total</b>
Travel					
Supplies				\$3,000	\$3,000
Contractual	\$9,000	\$60,000	\$122,000		\$191,000
Petroleum Total	\$9,000	\$60,000	\$122,000	\$3,000	<b>\$194,000*</b>

*\*Omits \$6,000 allocated to travel under the project management category not included in the table above*

	<b>Task 1 Project MGMT</b>	<b>Task 2 Comm. Outreach</b>	<b>Task 3 INV.</b>	<b>Task 4 QA</b>	<b>Task 5 Phase I</b>	<b>Task 6 Ph. II</b>	<b>Task 7 Cleanup and End use Plans Health Mon.</b>	<b>Task 8 Reports</b>	<b>Total</b>
<b>Personnel</b>									
<b>Fringe</b>									
<b>Travel</b>	\$12,000								\$12,000
<b>Supplies</b>									
<b>Equipment</b>									
<b>Contractual</b>			\$30,000	\$12,000	\$120,000	\$160,000	\$60,000		\$382,000
<b>Construction</b>									
<b>Other</b>		\$6,000							\$6,000
<b>Indirect</b>									
<b>Grant Total</b>	\$12,000	\$6,000	\$30,000	\$12,000	\$120,000	\$160,000	\$60,000	0	<b>\$400,000</b>

Attachment 2

**City of San Diego Redevelopment Agency  
Equal Opportunity Agreement**

**NONDISCRIMINATION CLAUSE:** Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego Redevelopment Agency (Agency) and/or City of San Diego Equal Employment Opportunity Program.

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

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

Agency and contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the Agency's Equal Opportunity Contracting Program staff or their designee.

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

If requested, contractor shall submit an Outreach and Teaming Survey. Contractor agrees to provide updated reports as requested by the Agency.

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

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

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

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



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

**ATTACHMENT 3  
 WORK FORCE REPORT  
 ADMINISTRATIVE**

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

**CONTRACTOR IDENTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

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

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

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR.*

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

I, the undersigned representative of \_\_\_\_\_

*(Firm Name)*

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

*(County)*

*(State)*

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

*(Authorized Signature)*

*(Print Authorized Signature)*

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

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

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

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

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

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

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

Grand Total All Employees

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														



# CITY OF SAN DIEGO WORK FORCE REPORT – ADMINISTRATIVE

## HISTORY

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

## WORK FORCE & BRANCH WORK FORCE REPORTS

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

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

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS:

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

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

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

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

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

### **Management & Financial**

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

### **Professional**

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

Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

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

**Technical**

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

**Sales**

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

**Administrative Support**

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

**Services**

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

Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

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

**Operative Workers**

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

**Transportation**

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

**Laborers**

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

**ATTACHMENT 4  
SUB-CONSULTANTS LIST**

**INFORMATION REGARDING SUB-CONSULTANTS PARTICIPATION:**

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

NAME OF SUBCONSULTANTS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	*MBE/WBE /DBE/DVBE /OBE	**WHERE CERTIFIED

*\*For information only.* As appropriate, Proposer shall identify sub-consultants as:

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

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

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



**ATTACHMENT 5  
SAMPLE AGREEMENT**

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

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

**RECITALS**

The Agency wants to retain the services of a professional [*describe nature of firm being consulted*] firm to provide assistance [*briefly describe nature of Consultant's services*]; [Professional Services], for the Redevelopment Project Areas managed by the City of San Diego's Redevelopment Division on an as-needed, hourly fee basis.

The Consultant represents that it has the expertise, experience and personnel necessary to provide the Professional Services on an as-needed, hourly fee basis.

The Agency and the Consultant [together, the Parties] want to enter into an Agreement whereby the Agency will retain the Consultant to provide, and the Consultant shall provide, the Professional Services on an as-needed, hourly fee basis [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I**

**CONSULTANT SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Services.** The Consultant shall perform the Professional Services as set forth in the written Scope of Services [Exhibit A] which will be determined by the Agency on an as-needed basis and presented to Consultant as an individual Task [Task]. The Consultant shall perform each Task at the direction of the Agency and as more specifically described in each Task Order Authorization [Task Order] [Exhibit B].

**1.1.1 Task Order.** Prior to beginning performance in response to a Task Order, Consultant shall execute the Task Order and acknowledge receipt and acceptance of the Task Order. Each Task Order shall include a description of the services to be provided, a cost estimate, and the time for completion. The Task Order shall include all activities or work reasonably anticipated as necessary for successful completion of each Task requested by the Agency.

**1.1.2 Non-Exclusivity.** The Consultant agrees that this Agreement is non-exclusive and that the Agency may enter into agreements with other *[\*describe nature of firm being consulted\*]* consulting firms to perform substantially the same or similar Professional Services during the term of this Agreement.

**1.2 Unique Professional Services.** It is understood that this Agreement is for unique Professional Services. The Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Retention of the Consultant's Professional Services is based on the particular professional expertise of the individuals rendering the services set forth in the Scope of Services. Accordingly, portions of the described services may not be delegated to other members of the team or subcontractors without prior written consent by the Agency.

**1.3 Agency Designated Representative and Consultant Contact.** The Consultant shall provide the Professional Services under the direction of a representative of the Agency, designated by the Agency Deputy Executive Director [Designated Representative]. The Agency's Designated Representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the Agency, those communications will be with the Designated Representative, unless the Designated Representative or the Agreement specifies otherwise. Further, when this Agreement refers to an act or approval to be performed by the Agency, that act or approval shall be performed by the Agency Deputy Executive Director or designee, unless the Agreement specifies otherwise. *[\*name of Consultant's designated representative\*]* is the principal person responsible for delivery of all Professional Services and may not be removed from that role without the Agency's prior written approval. In the event that that *[\*name of Consultant's designated representative\*]* becomes unavailable for any reason, the Agency must be consulted as to any replacement Consultant Contact. Further, the Agency reserves the right, after consultation with the Consultant, to require removal of the Consultant's employees or agents from Agency matters.

**1.4 Modification of Scope of Services.** The Agency may, without invalidating this Agreement, order changes in any Task or the Scope of Services by altering, adding to or deducting from the services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Professional Services, the Consultant shall immediately notify the Agency.

**1.5 Written Authorization.** Throughout the term of this Agreement, the Consultant shall immediately advise the Agency in writing of any anticipated changes to any Task, including any changes to the time for completion, and shall obtain the Agency's written consent to the change prior to making any changes. In no event shall the Agency's consent be construed to relieve the Consultant from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**1.6 Confidentiality of Services.** All Professional Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the Agency, its agents and employees. Neither the documents nor their contents shall be released to any third party

without the prior written consent of the Agency. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the Agency, (b) subsequently becomes publicly known through no act or omission of the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the Agency. Except for Subcontractors covered by Section 4.6, neither the documents nor their contents shall be released to any third party without the prior written consent of the Agency.

## ARTICLE II

### DURATION OF AGREEMENT

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement. Unless otherwise terminated, this Agreement shall be effective for issuing new Task Orders and it shall be effective until completion of the Scope of Services [*\*or for \_\_\_ months/years\**], whichever occurs sooner. Active Task Orders, which are not complete at the time the Agreement terminates, shall continue or be amended as required, so the Task Order may be completed.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of any Task shall be set forth in the Task Order.

**2.3 Notification of Delay.** The Consultant shall immediately notify the Agency in writing if the Consultant experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Task Order. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of, the delay. If in the opinion of the Agency, the delay affects a material part of the Task, the Agency may exercise its rights under Sections 2.5 and 2.6 of this Agreement.

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. Any such extension of time must be approved in writing by the Agency. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Professional Services; or other specific reasons agreed to between the Agency and the Consultant; provided, however, that: (a) this provision shall not apply to, and the Consultant shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Consultant; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Consultant to an extension of time unless the Consultant furnishes the Agency, in a timely manner, documentary proof satisfactory to the Agency of the Consultant's inability to obtain materials, equipment, or labor.

**2.5 Agency's Right to Terminate for Convenience.** The Agency may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the Agency. The termination of the

Professional Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Professional Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Professional Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the Agency all reports, letters, calculations, and other documents or records related to the Consultant's Professional Services on all Tasks. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the Agency of all of the Agency's payment obligations and liabilities under this Agreement.

**2.6 Agency's Right to Terminate for Default.** If the Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. A Default includes the Consultant's failure to complete the Professional Services within the time for completion as set forth in the Task Order. If the Consultant fails to satisfactorily cure a Default within ten (10) calendar days of receiving written notice from the Agency specifying the nature of the Default, the Agency may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the Agency enumerated in this Section are cumulative and shall not limit, waive, or deny any of the Agency's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the Agency against the Consultant.

## ARTICLE III

### COMPENSATION

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

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

by the Agency, the original invoice shall be returned by Agency to Consultant for correction and resubmission.

## ARTICLE IV

### CONSULTANT'S OBLIGATIONS

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

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

**4.3 Maintenance of Records.** Consultant shall maintain books, records, logs, documents and other evidence sufficient to record all actions taken with respect to the rendering of the Professional Services, throughout the performance of the Professional Services and for a period of five (5) years following completion of the Professional Services for the Project. The Consultant further agrees to allow Agency to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times.

#### **4.4 Right to Audit.**

**4.4.1 Access.** The Agency retains the right to review and audit, and the reasonable right of access to Consultant's and any Subcontractor's premises to review and audit the Consultant's or Subcontractor's compliance with the provisions of this Agreement [Agency's Right]. The Agency's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all Project related records with appropriate safeguards, if such retention is deemed necessary by the Agency in its sole discretion. This information shall be kept by the Agency in the strictest confidence allowed by law.

**4.4.2 Audit.** The Agency's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the Agency determines are necessary to discover and verify that the Consultant or Subcontractor is in compliance with all requirements under this Agreement.

**4.4.2.1 Cost Audit.** If there is a claim for additional compensation, the Agency's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the Agency determines are necessary to discover and

verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.4.2.2 Accounting and Other Records.** The Consultant and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Consultant and Subcontractors shall make available to the Agency for review and audit all Agreement related accounting records and documents, and any other financial data. Upon the Agency's request, the Consultant and Subcontractors shall submit exact duplicates of originals of all requested records to the Agency. In addition, the Consultant shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to the rendering of the Professional Services, throughout the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, as the case may be. The Consultant further agrees to allow the Agency to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times.

**4.4.3 Agency's Right Binding on Subcontractors.** The Consultant shall include the Agency's Right as described in Section 4.4, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.5 Insurance.** The Consultant shall not begin the Professional Services under this Agreement until it has: (a) obtained and provided to the Agency insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.5.1; however, the Agency reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the Agency; and (b) confirmed that all policies contain the specific provisions required in Article IV, Section 4.5.4. The Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the Agency.

Further, the Consultant shall not modify any policy or endorsement thereto which increases the Agency's exposure to loss for the duration of this Agreement.

**4.5.1 Types of Insurance.** At all times during the term of this Agreement, the Consultant shall maintain insurance coverage in the amounts required by Agency as follows:

**4.5.1.1 Commercial General Liability.** Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000 (One Million) per occurrence and subject to an annual aggregate of \$2,000,000 (Two Million). There shall be no endorsement or modification of the CGL which limits the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.5.1.2 Automobile Liability.** For all of the Consultant's automobiles including owned, hired and non-owned automobiles, the Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000 (One Million) per occurrence. The Insurance certificate shall reflect coverage for any automobile.

**4.5.1.3 Workers' Compensation.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1,000,000 (One Million) of employers' liability coverage, and the Consultant shall provide an endorsement that the insurer waives the right of subrogation against the Agency and its respective officials, officers, employees, agents and representatives or the City of San Diego and its respective officers, employees, agents and representatives.

**4.5.1.4 Professional Liability.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, the Consultant shall keep in full force and effect, Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 (One Million) per claim and \$2,000,000 (Two Million) annual aggregate. The Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Agreement; and (2) the policy will be maintained in force for a period of three years after completion of the Professional Services performed under this Agreement or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Agency's exposure to loss.

**4.5.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the Agency at the time the evidence of insurance is provided.

**4.5.3 Acceptability of Insurers.**

**4.5.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Agreement or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California.

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

**4.5.4 Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the Agency before any work is initiated under this Agreement.

**4.5.4.1 Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as Insured the Agency and the City of San Diego and their respective officers, employees, agents, elected officials, and representatives with respect to liability arising out of (a) ongoing operations performed by the Consultant or on the Consultant's behalf, (b) the Consultant's products, (c) the Consultant's work, including but not limited to completed operations performed by the Consultant or on the Consultant's behalf, or (d) premises owned, leased, controlled or used by the Consultant.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the Agency and the City of San Diego and their respective officers, employees, agents, elected officials, and representatives as respects operations of the Named Insured. Any insurance maintained by the Agency and the City of San Diego and their respective officers, employees, agents, elected officials and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

#### **4.5.4.2 Automobile Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the Agency and the City of San Diego and their respective officers, employees, agents, elected officials, and representatives with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

#### **4.5.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the Agency and the City of San Diego and their respective officers, employees, agents, elected officials, and representatives for losses paid under the terms of the policy or policies which arise from work performed by the Named Insured for the Agency.

**4.5.5 Reservation of Rights.** The Agency reserves the right, from time to time, to review the Consultant's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Consultant for the cost of the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

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

#### **4.6 Subcontractors**



**4.6.1 Agency Approval of Subcontractors Required.** The Consultant's hiring or retaining of any third parties [Subcontractors] to perform services related to the Professional Services [Subcontractors Services] is subject to prior approval by the Agency. The Consultant shall list on the Subcontractors List (Exhibit D Attachment BB) all Subcontractors known to the Consultant at the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subcontractors Services, the Consultant shall give written notice to the Agency of the need, at least forty-five (45) working days before entering into an agreement for such Subcontractor Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subcontractor Services. The Consultant may request that the Agency reduce the forty-five (45) day notice period. The Agency agrees to consider such requests in good faith.

**4.6.2 Subcontractor Insurance Requirement.** Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to the Professional Services and for the duration of this Agreement. Each Subcontractor shall obtain, and the Consultant shall require the Subcontractor to obtain, all policies described in Section 4.5.1.

**4.6.3 Subcontractor Contracts.** A copy of all contracts between the Consultant and Subcontractors shall be submitted to the Agency for approval prior to commencing work related to the Professional Services. Thereafter, the Consultant shall submit to the Agency for approval, any proposed change in a contract between the Consultant and any Subcontractor that reduces or increases the scope of the Subcontractor Services.

**4.6.4 Payment of Subcontractors.** The Consultant is obligated to pay the Subcontractor, for Consultant- and Agency-approved invoice amounts, out of amounts paid by the Agency to the Consultant, not later than fourteen (14) working days from the Consultant's receipt of payment from the Agency. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves. In the case of a deficiency in the performance of Subcontractor Services, the Consultant shall notify the Agency in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Consultant shall pay the Subcontractor the amount withheld within fourteen (14) working days of the Consultant's receipt of the Agency's next payment.

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

**4.6.6 Equal Opportunity.** The Subcontractor is bound to the City of San Diego's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.7 and Exhibit D of this Agreement.

**4.6.7 Beneficiary.** The Agency is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the Agency.

**4.7 Non-Discrimination Requirements.**

**4.7.1 Compliance with the City of San Diego's Equal Opportunity Contracting Program.** The Consultant shall comply with the City's Equal Opportunity Contracting Program Consultant Requirements. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its Subcontractors comply with the City of San Diego's Equal Opportunity Contracting Program Consultant Requirements. Nothing in this Section shall be interpreted to hold the Consultant liable for any discriminatory practice of its Subcontractors. The Consultant shall submit to the Agency a current Work Force Report attached hereto as Exhibit D and incorporated herein by this reference.

**4.7.2 Non-Discrimination Ordinance.** The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Consultant shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subcontractors, vendors and suppliers.

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

**4.8 Drug-Free Workplace.** The Consultant agrees to comply with the City of San Diego's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by City Council Resolution R-277952 and incorporated into this Agreement by this reference. The Consultant shall certify to the Agency that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit E).

**4.8.1 Subcontractor's Agreements.** The Consultant further certifies that each contract for Subcontractor Services performed under this Agreement shall contain language that binds

the Subcontractor to comply with the provisions of Article IV, Section 4.9 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Consultants and Subcontractors shall be individually responsible for their own drug-free work place program.

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

**4.10 Conflict of Interest.** The Consultant is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.10.1** If, in performing the Professional Services set forth in this Agreement, any member of the Consultant's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the Agency that would otherwise be performed by an Agency employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Consultant's organization must make disclosures of relevant financial interests is set forth in the Determination Form (Exhibit F).

**4.10.1.1** If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the San Diego City Clerk. The individuals shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the Agency's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

**4.10.1.2** If the Agency requires an individual member of the Consultant's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City of San Diego for one year following the termination of this Agreement.

**4.10.2** The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

**4.10.3** If the Consultant violates any conflict of interest law or any of the provisions in this Section 4.8, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the Agency for attorney's fees and all damages sustained as a result of the violation.

**4.11 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the Agency's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.12 Compensation for Mandatory Assistance.** The Agency will compensate the Consultant for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Consultant, its agents, officers, and employees, the Consultant shall reimburse the Agency. The Agency is then entitled to reimbursement of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

**4.13 Attorney Fees related to Mandatory Assistance.** In providing the Agency with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.10 are not reimbursable.

## ARTICLE V

### AGENCY'S OBLIGATIONS

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

maps, models, designs, photographs, surveys, reports, notes, letters, profiles, original plans, studies, sketches, drawings, computer printouts and disk files, specifications, and other documents.

**5.2 Additional Consultants.** The Agency reserves the right to employ, at its own expense, such additional consultants as Agency deems necessary to provide the Professional Services it requires.

## ARTICLE VI

### INDEMNIFICATION

**6.1 Indemnification.** To the fullest extent permitted by law, the Consultant shall defend (with legal counsel reasonably acceptable to the Agency), indemnify and hold harmless the Agency and its officers, agents, departments, officials, and employees and the City of San Diego and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of the Consultant or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed in an allegedly negligent or otherwise legally unlawful manner under this Agreement by the Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**6.2 Defense.** The Parties will work in good faith to procure applicable insurance coverage for the cost of any defense that arises out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Consultant, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control.

**6.3 Insurance.** The provisions of this Article are not limited by the requirements of Section 4.5 related to insurance.

**6.4 Enforcement Costs.** The Consultant agrees to pay any and all costs the Agency incurs enforcing the indemnity and defense provisions set forth in this Article.

## ARTICLE VII

### MISCELLANEOUS

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

Notice to the Agency shall be addressed to:

Deputy Executive Director  
Redevelopment Agency of the City of San Diego  
1200 Third Avenue, Suite 1400  
San Diego, California 92101

With a copy to:

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

Notice to the Consultant shall be addressed to:

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

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

**7.3 Non-Assignment.** The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the Agency's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the Agency. In no event shall any putative assignment create a contractual relationship between the Agency and any putative assignee. Agency acknowledges, however, that Consultant, in the performance of Professional Services pursuant to this Agreement, may utilize subcontractors.

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

**7.5 Employment of Staff.** This Agreement may be unilaterally and immediately terminated by the Agency, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the Agency, participate in, negotiate with, or otherwise have an influence on the recommendation made in connection with the selection of the Consultant.

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

**7.7 Amendments to Agreement.** All modifications to this Agreement that affect the total compensation or term of the Agreement shall be in writing and approved by the Agency in the same manner as the original Agreement. All other modifications shall be agreed to by both Parties in writing.

**7.8 Jurisdiction and Attorney Fees.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney fees in addition to any other award made in such suit or proceeding.

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

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

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

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

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

**7.14 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the Agency, nor upon the powers of the City of San Diego as a chartered city of the State of California.

**7.15 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**7.16 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

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

**7.18 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by the Redevelopment Agency of the City of San Diego, acting by and through its Executive Director, or designee, and by the Consultant.

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

THE REDEVELOPMENT AGENCY OF  
THE CITY OF SAN DIEGO

By \_\_\_\_\_

Executive Director

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

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

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

JAN I. GOLDSMITH, General Counsel

By \_\_\_\_\_

Deputy General Counsel