



## **Request for Proposals**

for

## **BUILDING MAINTENANCE SERVICES**

Distribution/Advertisement: Monday, January 7, 2008

Presubmittal Meeting: None

Submittal Deadline: Friday, January 25, 2008

Contact: Susan Diekman  
Centre City Development Corporation  
225 Broadway, Suite 1100  
San Diego, CA 92101  
619-533-7142  
[www.ccdc.com](http://www.ccdc.com)

# Advertisement

## REQUEST FOR PROPOSALS FOR PROPERTY MAINTENANCE SERVICES

Centre City Development Corporation (CCDC), a public non-profit organization and an equal opportunity contracting entity, is requesting proposals from qualified building maintenance firms for a three year contract to perform general maintenance services for properties located in downtown San Diego.

Proposals from small businesses, disabled veteran-owned businesses, women-owned businesses, firms owned by underrepresented ethnic groups and local firms are encouraged.

Deadline to submit a response is Friday, January 25, 2008 by 4:30 pm. Solicitation text and attachments can be downloaded from CCDC's Web site at [www.ccdc.com](http://www.ccdc.com) (click on Business Opportunities, RFPs and RFQs, current RFPs and RFQs) or can be picked up at CCDC (225 Broadway Suite 1100, San Diego, CA 92101). For questions, please contact Susan Diekman, Assistant Project Manager at 619-533-7142 or [diekman@ccdc.com](mailto:diekman@ccdc.com).

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## **1.0 INTRODUCTION**

Centre City Development Corporation (CCDC) is a public, nonprofit agency created by the City of San Diego (“City”) in 1975 to implement downtown redevelopment activities. CCDC functions pursuant to an Operating Agreement with the City of San Diego Redevelopment Agency (“Agency”) and is responsible for a wide range of activities affecting downtown, such as planning, zoning administration, property acquisition and disposition to eliminate blight and revitalize downtown San Diego. CCDC also works with qualified developers, property owners and other public agencies concerning rehabilitation projects, new construction and public improvements.

### **1.1 Purpose of Solicitation**

On behalf of the Agency, CCDC maintains ten properties all located in downtown San Diego. The exact number of properties will vary as additional property is acquired and/or sold. Appendix A.2.1 lists the location and type of property.

Some services will require heavy lifting and hauling/disposing of materials. The contractor will be required to have available personnel who have successfully and competently provided building maintenance services. The contractor will be required to provide all materials, equipment, and tools needed to perform the Scope of Work. The various tasks are not routine and require a provider to be “on-call”. The duties are to be performed on an “as needed” basis and payment is only for work performed. CCDC requires a response to as-needed requested services within a twenty-four (24) to forty-eights (48) hours. **For a detailed list of the tasks, please see Appendix A.1.1.**

### **1.2 Overview of Solicitation**

This solicitation is composed of the following parts:

#### **INTRODUCTION (Section 1.0)**

This section introduces information about CCDC, including a brief history of the corporation. It also introduces the purpose of this solicitation with pertinent details, rules and regulations to follow in subsequent sections and appendices. The respondent is advised to review the entire solicitation before preparing a submittal.

#### **SUBMITTAL REQUIREMENTS (Section 2.0)**

This section introduces detailed instructions on how to prepare a submittal. Additional details may be contained in subsequent sections and appendices. Questions arising during preparation of a submittal should be addressed to the designated project manager, whose contact information appears on the title page of this solicitation.

#### **SELECTION PROCESS AND EVALUATION CRITERIA (Section 3.0)**

This section explains how proposals will be evaluated, ranked and selected.

**DECLARATIONS AND ADDITIONAL INFORMATION (Section 4.0)**

This section contains important declarations and additional information the respondent must carefully review. Items include, but are not limited to prerequisites, special conditions, policies, guidelines and requirements that will be incorporated into the Scope of Services and/or contract.

**APPENDICES (Section 5.0)**

This section contains appendices which include, but are not limited to the Scope of Work, sample contract, equal opportunity program requirements, and guidance on project specifics necessary to compile a complete submittal. Again—the respondent is encouraged to review the entire solicitation before preparing a submittal.

## **2.0 SUBMITTAL REQUIREMENTS**

This section contains instructions on how to prepare and submit a response to this solicitation. Questions arising during preparation of a submittal shall be addressed only to the designated project manager.

The respondent shall follow the format specified below. The contents of the submittal must be clear, concise and complete. Each section of the submittal shall be tabbed and labeled in the order shown below.

### **2.1 Submittal Cover**

The submittal cover shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

### **2.2 Table of Contents**

The table of contents shall be complete and clear, listing headings and pages to enable easy reference.

### **2.3 Cover Letter**

The cover letter shall be brief and no more than one page. Any changes to the submittal format or deletions of requested material should be explained in the cover letter.

Additional cover letter information:

- Identify the respondent's primary contact (include address, e-mail address 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 pertinent Federal Tax I.D. number.
- The signatory shall be a person with legal authority to bind the prime, partners and subcontractors.

### **2.4 Respondent's Experience**

Description of the firm's experiences in providing general building maintenance services for public and private entities and explain your response time to as-needed services.

### **2.5 Project-Related Experience**

Provide relevant information regarding your experience as it relates to the Scope of Work as described in Appendix A.1.1 and please include the following:

- Names and location of other properties maintained and type of work performed;
- Name, address, phone number, and contact person of properties currently maintained.

## **2.6 Insurance**

This section shall include proof of insurance as required under the terms of the contract.  
See also Appendix B – Sample Contract – Section 306.

## **2.7 Schedule of Rates**

This section shall include “Schedule of Rates”, including hourly rates for types of duties under the Scope of Work and please include overtime and weekend hourly rates. Please note that the rates are shall remind the same for the first two years, and are negotiable for the third year.

## **2.8 Additional Required Documents**

This section shall include required documents (documents that must be filled out and returned with response) not requested in other sections of the submittal:

From Appendix C

- Attachment C.3 – Equal Opportunity Agreement
- Attachment C.4 – Work Force Report
- Attachment C.5 – Outreach Survey

From Appendix D

- Attachment D.2 – Disclosure Statement
- Attachment D.3 – Tentative Contract Revisions

## **3.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **3.1 Selection Criteria**

Respondents shall ***carefully review*** Appendix D, Additional Project Documents, Attachment D.1 – Selection Criteria.

### **3.2 Submittal Schedule**

The solicitation, submittal intake, evaluation, and final selection will conform to the following schedule.

**Note:** Dates are subject to change.

Distribution/Advertisement	Monday, January 7, 2008
Deadline for Submittal	Friday, January 25, 2008
Submittal Evaluation	Completed by February 1, 2008
Board Disclosure	Wednesday, February 27, 2008
Notice to Proceed	Monday, March 3, 2008

### **3.5 Submittal Deadline and Project Manager**

The respondent shall submit one original and two copies delivered no later than:

**Friday, January 25, 2008 by 4:30 pm**

To:

Susan Diekman  
Assistant Project Manager  
Centre City Development Corporation  
225 Broadway, Suite 1100 – San Diego, CA 92101

The respondent understands that incomplete submittals, incorrect information, or late submittals shall be cause for disqualification. Copies received by e-mail and/or fax shall **not** be deemed as received.

## **4.0 DECLARATIONS AND ADDITIONAL INFORMATION**

### **4.1 CCDC Rights Pertinent to This Solicitation**

CCDC reserves the right to reject all submittals for any reason without indicating reasons for said rejection.

CCDC reserves the right to amend this solicitation by addendum. CCDC is bound only by what is expressly stated in this solicitation and any authorized written addenda thereto. Addenda will be posted on CCDC's Web site at [www.ccdc.com](http://www.ccdc.com). It shall be the consultant's responsibility to check the Web site up to the final submittal date daily for any possible addenda.

CCDC accepts no financial responsibility for any costs incurred by the respondent. All submittals become the property of CCDC and may be used in any way deemed appropriate.

Submittals will be considered valid for 120 days after submittal deadline.

### **4.2 Withdrawal of Solicitation**

CCDC reserves the right to withdraw this solicitation at any time without prior notice and makes no representation that any agreement will be awarded to any respondent. Additionally, CCDC expressly reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive any informality or irregularity in the responses received.

### **4.3 Compensation**

The respondent agrees, if selected, that compensation shall remain firm and fixed throughout the term of the contract.

See also Appendix B, Sample Contract – Section 104.

### **4.4 Contact With CCDC Personnel**

Questions regarding this solicitation shall be directed **only** to:

Susan Diekman, Assistant Project Manager  
619-533-7142 or [diekman@ccdc.com](mailto:diekman@ccdc.com)

### **4.5 Formal Approval of Contract**

The respondent understands that issuance of this solicitation does not commit CCDC to award a contract, to pay any costs incurred in the preparation of a response to this solicitation, or to procure a contract for services. The respondent should note that the execution of any contract pursuant to this solicitation is dependent upon the approval of CCDC Board of Directors, Redevelopment Agency and/or San Diego City Council, or CCDC President/COO, as required.

#### **4.6 Independent Contractor Status**

The respondent agrees, if selected, that he or she shall perform the services as independent contractor(s) and not employee(s) of CCDC or the City. Neither CCDC nor the City will be considered the employer or joint employer of, or with the officer(s), employee(s), or agent(s) of, the respondent. The respondent understands, if selected, the respondent shall have the sole responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits. In such instances that the respondent acts as a designated agent for CCDC for the purpose of conducting public hearings or permit acquisition, the respondent shall sign a letter of authorization provided by the governing agency (e.g., water board, planning department).

#### **4.7 CCDC Quality Assurance Process**

The respondent understands that upon contract award, CCDC will evaluate performance on a periodic basis. Such evaluation will include assessing compliance with all terms stated in the contract and the Scope of Services. If deficiencies are determined a report will be generated outlining improvement methods and corrective actions. If improvement does not occur, CCDC may terminate the contract, in whole, or in part, or impose other penalties as specified in the contract.

#### **4.8 Public Disclosure**

The respondent understands that as a general rule all documents received by CCDC are considered public records. Therefore all submittals shall be made available for public inspection according to applicable disclosure rules and regulations. If the respondent considers his or her submittal as proprietary and/or otherwise exempt from disclosure he or she must submit a written request for a determination of whether the documents can be withheld from public disclosure no later than 15 days prior to the due date of the submittal. CCDC legal counsel will make a determination of confidentiality. If a determination is not obtained prior to the submittal deadline, all document(s) shall be subject to public disclosure.

#### **4.9 Confidential Solicitation**

The CCDC will not share the details of individual responses to this solicitation with competing respondents during the selection process. After the selection process ends and prior to legislative action on the contract, all solicitations become public information (except portions otherwise deemed confidential as noted in Section 4.8).

#### **4.10 News Releases**

The respondent agrees that, if selected, CCDC will review and approve all news releases pertaining to this solicitation and/or subsequent agreement(s). All news releases will be submitted in writing to the CCDC project manager. The project manager will review and submit the news release to the appropriate CCDC personnel for final review and approval in a timely manner.

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

The respondent agrees, if selected, to comply with CCDC's duly adopted Conflict of Interest Code. Key personnel who will be performing services under this Agreement are required to make disclosures with respect to the Centre City and Horton Plaza Redevelopment Project Areas.

See also Appendix B, Sample Contract – Sections 304 and 305.

#### **4.12 Indemnification**

The respondent agrees, if selected, to indemnify and hold harmless Centre City Development Corporation, the Redevelopment Agency of the City of San Diego, the City of San Diego and all officers and employees of each entity from any and all liability, claims, costs (including reasonable attorneys' fees), demands, damages, expenses, and causes of action as outlined in the contract.

See also Appendix B, Sample Contract – Section 307.

#### **4.13 Examination of Solicitation**

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of CCDC's knowledge, the information provided is accurate. However, CCDC does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of CCDC.

#### **4.14 Ownership Participation Rights (added when applicable)**

The respondent understands that property owners and business occupants within the proposed development site are eligible to participate in the development of the property. Owners and business occupants have the right of reasonable first opportunity to submit a development proposal to develop the site. Owners and business occupants can select a developer and submit a proposal.

#### **4.15 Equal Opportunity Program**

The City of San Diego and CCDC are strongly committed to equal opportunity in solicitation of services. All eligible service providers including individuals, contractors, vendors, consultants, grantees, lessees, and banks, must comply with CCDC's Equal Opportunity Policy and Program.

See also Appendix C, Equal Opportunity Program/documents.

#### **4.16 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 subs, vendors, or suppliers. The respondent shall provide equal opportunity for subs to participate in subcontracting opportunities. The respondent understands and agrees that violation of this

clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

The respondent acknowledges that CCDC seeks to promote employment and business opportunities for local residents and firms on all CCDC contracts. The respondent shall, to the extent legally possible, solicit applications for employment and proposals for subcontracts for work associated with this document from local residents and firms as opportunities occur. The respondent agrees to hire qualified local residents and firms whenever feasible.

## **5.0 APPENDICES**

### **Appendix A – Scope of Services**

Attachment A.1 – Scope of Services

Attachment A.2 – List of Properties

### **Appendix B – Sample Contract**

Attachment B.1 – Sample Contract

### **Appendix C – Equal Opportunity**

Attachment C.1 – CCDC Equal Opportunity Policy

Attachment C.2 – Equal Employment Outreach Program

Attachment C.3 – Equal Opportunity Agreement

Attachment C.4 – Work Force Report

Attachment C.5 – Outreach Survey

### **Appendix D – Additional Project Documents**

Attachment D.1 – Selection Criteria

Attachment D.2 – Disclosure Statement

Attachment D.3 – Tentative Contract Revisions



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## Attachment A.1 – Scope of Services

### 1. Introduction

On behalf of the Agency, CCDC maintains ten properties all located in downtown San Diego. The exact number of properties will vary as additional property is acquired and/or sold. Appendix A.2.1 lists the location and type of property. When and as directed by CCDC, the contractor shall perform building maintenance services as described below under section 2 titled tasks.

Some services will require heavy lifting and hauling/disposing of materials. The contractor will be required to have available personnel who have successfully and competently provided building maintenance services. The contractor will be required to provide all materials, equipment, and tools needed to perform the Scope of Work. The various tasks are not routine and require a provider to be “on-call”. The duties are to be performed on an “as needed” basis and payment is only for work performed. CCDC requires a response to as-needed requested services within a twenty-four (24) to forty-eights (48) hours.

### 2. As-Needed Tasks:

- general carpentry;
- basic plumbing;
- troubleshooting electrical problems;
- minor repairs to buildings
- exterior and interior painting
- erosion control;
- fence building and repair;
- installation of carpet;
- installation of signage;
- assembling office furniture;
- relocation of litter receptacles and;
- removing or painting-over of graffiti on walls.

**REDEVELOPMENT AGENCY OWNED & MAINTAINED PROPERTIES  
REVISED DECEMBER 2007**

<b>PROPERTY NAME</b>	<b>Type of Property</b>	<b>PROPERTY ADDRESS</b>	<b>APN #</b>	<b>DISTRICT</b>
One America Plaza	Surface lot with a grey wooden fence	North side of Broadway between Kettner Blvd., B and India streets	533-474-08	Columbia
Broadway Surface Lot between 13 <sup>th</sup> and 14 <sup>th</sup> Streets	Surface lot with chain link fence	1320 Broadway	534-20-5080	East Village
Yellow Car Building	Warehouse and dirt surface lot with chain link fence	705 14 <sup>th</sup> Street (G Street is cross street)	535-143-06 & 07	East Village
9 <sup>th</sup> Avenue Warehouse	Warehouse with black iron fence	917 9 <sup>th</sup> Avenue	534-331-11	East Village
Park Blvd & Market Block Surface Lot and Historic Fetter Home	Surface lot with green awning fence and historic home	Full block bounded by 11th & Park avenues, G & Market streets	535-134-01, 02, 03, 04, 05, 06, 07, 08	East Village
Pino's Autohaus	Small warehouse with chain link fence	1319 Market Street	535-152-11	East Village
Mast/Mouna Property	Surface lot	533 13 <sup>th</sup> Street	535-152-04	East Village
Rosita's Flower Shop	Small warehouse with chain link fence	529 13 <sup>th</sup> Street	535-152-05	East Village
Barney's Market	Surface lot with green awning fence	1301-1317 Market Street	535-152-01, 02	East Village

PROPERTY NAME	Type of Property	PROPERTY ADDRESS	APN #	DISTRICT
Former SD Housing Commission	Large two-story office building with iron fence and landscape	1625 Newton Avenue		East Village
Lyceum Theatre	A working theatre that has two separate theatres <b>(50% of the work will be performed for this building)</b>	79 Horton Plaza		Horton

# Attachment B.1 – Sample Contract

CENTRE CITY DEVELOPMENT CORPORATION  
AGREEMENT FOR \_\_\_\_\_ SERVICES  
WITH  
**ABC CONSULTING, INC.**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007

between the "Corporation":  
CENTRE CITY DEVELOPMENT CORPORATION  
225 Broadway, Suite 1100  
San Diego, CA 92101  
Telephone: (619) 235-2200  
Facsimile: (619) 236-9148

(a non-profit public benefit corporation acting pursuant to the powers granted to it in the Operating Agreement between the Redevelopment Agency of the City of San Diego and the Centre City Development Corporation)

and the "Consultant":  
**ABC CONSULTING, INC.**  
**123 Main Street, Suite 100**  
**San Diego, CA 92108**  
**Telephone: (619) 718-9500**  
**Facsimile: (619) 718-9508**

## 101. DESCRIPTION OF WORK

Consultant shall provide \_\_\_\_\_ services for the Corporation as more specifically described in Agreement Attachment No. 1, Scope of Services.

## 102. AGREEMENT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents, which are attached hereto and made a part hereof:

1. Scope of Services, Agreement Attachment No. 1
2. General Provisions, Agreement Attachment No. 2
3. Subconsultant List, Agreement Attachment No. 3
4. Fee Schedule, Agreement Attachment No. 4
5. Certificate(s) of Insurance and Endorsements, Agreement Attachment No. 4

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence when and as directed by the Corporation in writing and shall be completed within such times as are reasonably established by the Corporation as set forth in the Scope of Services, Agreement Attachment No. 1. Time is of the essence with respect to each and every term and provision of the Agreement. Consultant may proceed with specific work tasks based on written or verbal authorization to proceed from the Corporation. However, any verbal authorization must be substantiated in writing by the Corporation within five (5) working days.

104. COMPENSATION AND BILLABLE TIME

a. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). Payments to the Consultant for all services will be based on hourly rates and reimbursable expenses incurred, as described in Agreement Attachment No. 3 and shall not exceed the amount listed above without prior written approval from the Corporation. Consultant acknowledges that Corporation is under no obligation to compensate the Consultant for services rendered or expenses accrued under this Agreement in excess of the total compensation specified above. It shall be the responsibility of the Consultant to monitor its activities to ensure that the Scope of Services specified in Agreement Attachment No. 1 can be completed and no charges accrued in excess of the agreed total compensation without prior written approval during the term of this Agreement.

b. Additional Services

When the Corporation requests the Consultant to provide services not specified in the Scope of Services, the Corporation and the Consultant shall establish a mutually acceptable budget and schedule of performance for said services. The compensation for said services shall be funded either by transfer of allocated budget from a specified service item or an increase in the Consultant's total compensation.

c. Expenses

In connection with services performed under this Agreement, the Consultant shall pay for all direct out-of-pocket expenses and such expenses as are necessary for the timely completion of the work including, but not limited to, the cost of personnel, equipment, transportation, subcontracts, overtime premium, and Agreement administration. Said expenses are to be included in the authorized maximum compensation.

d. Direct Costs

The maximum compensation listed above includes special computer services requested by the Corporation, printing, reproductions, copies, duplicating, and travel costs expressly requested by the Corporation and/or necessitated by virtue of the scope of services set forth in Agreement Attachment No. 1.

e. Method of Payment

The Consultant shall submit, in duplicate, a monthly requisition to the Corporation specifying the amount due for services performed by the Consultant's staff. Such requisition shall:

1. For each invoice, itemize in the following matter:
  - (a) Reference the Agreement number assigned hereto: AC
  - (b) Reference the tasks as identified in the scope of services;
  - (c) Described the work performed;
  - (d) Identify personnel, the number of hours worked and assigned billing rates;
  - (e) Identify the Corporation's project manager; and
  - (f) Indicate the total expenditures for each project and cumulated total.
2. For reimbursable expenses, provide supporting documentation including copies of invoices, for Consultant's and Subconsultants reimbursable expenses.
3. For approved additional hourly services, specify the position and title of each staff member and number of hours worked on said services during the past month.
4. For subconsultants invoicing, specify the position and title of each staff member, the number of hours worked on said services during the past month, and the amount due to each subconsultant, designating (where applicable) if the firm is a Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) or Disadvantaged Veterans Business Enterprise (DVBE).

Such monthly requisition for payment shall contain a certification by the Consultant specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Corporation shall make payment of approved requisition within 30 days. Payments will be made to the Consultant at the address given above.

107. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Corporation and the Consultant at the addresses given above.

108. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CENTRE CITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Nancy C. Graham, President

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

ABC CONSULTING, INC.

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

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

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

APPROVED:

LAW OFFICES OF  
LOUNSBERY FERGUSON ALTONA & PEAK LLP

By: \_\_\_\_\_  
Helen Holmes Peak, Legal Counsel  
Centre City Development Corporation

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

AGREEMENT ATTACHMENT NO. 1  
SCOPE OF SERVICES

200. When and as directed by the Corporation, the Consultant shall perform services including but not limited to the following:

AGREEMENT ATTACHMENT NO. 2  
GENERAL PROVISIONS

300. GENERAL PROVISIONS

301. Status of Consultant

This Agreement calls for the performance of the services of the Consultant as an independent Consultant ("Consultant") of Centre City Development Corporation ("Corporation"). The Consultant is not and shall not be considered an employee of the Corporation for any purpose.

302. Ownership of Materials and Documents

Any and all sketches, drawings, tracings, field survey notes, computations, detail, and other materials and documents prepared by the Consultant shall be the joint property of the Corporation and the Consultant from the moment of their preparation, and the Consultant shall deliver such materials and documents to the Corporation whenever requested to do so by the Corporation. However, the Consultant shall have the right to make duplicate copies of such materials and documents for the Consultant's own file, or other purposes as may be authorized in writing by the Corporation.

303. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Consultant pursuant to this Agreement (including any duplicate copies kept by the Consultant), shall not be shown or disclosed to any other public or private person or entity, directly or indirectly, except as authorized by the Corporation. The Consultant shall not disclose to any other public or private person or entity any information regarding the activities of the Corporation during the term of this Agreement, except as authorized by the Corporation.

304. Conflict of Interest

(a) Pursuant to the Corporation's duly adopted Conflict of Interest Code, key personnel who will be performing services under this Agreement are required to disclose the following with respect to the Centre City and Horton Plaza Redevelopment Project Areas.

Category 1:

All reportable investments and business positions in, and sources of income and gifts from, any person, firm or entity that that has engaged in or provided any of the following within the boundaries of the Centre City and/or Horton Plaza redevelopment project areas during the applicable reporting period: land development; construction; acquisition or sale of real property; engineering; surveying; architecture; appraisals; soils testing, analysis and/or compaction; office equipment and supplies; newspapers, printing and reproduction services; banks and savings and loan; securities and investment companies; title insurance and escrow; financial audit services; public utilities; insurance, including brokers and agencies; planning, landscaping and/or land use consultants.

Category 2:

All reportable financial interests in real property located within a two (2) mile radius of the boundaries of the Centre City and/or Horton Plaza redevelopment project areas, and any other real property owned or used by the Corporation.

Category 3:

All reportable sources of income and gifts from any person, firm or entity that supplies goods or services to the Corporation.

Category 4:

All reportable investments and business positions in any firm or entity that supplies goods and/or services to the Corporation.

Category 5:

Consultants shall disclose pursuant to the broadest disclosure category in this Conflict of Interest Code, subject to the following limitation: The President may determine that a particular consultant, although occupying a “designated position,” is hired to perform a range of duties that is limited in scope and thus will be required to disclose economic interests in fewer than all 4 of the above categories. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of the consultant’s disclosure requirements. The determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

(b) The Corporation has determined that the following consultants are not subject to its Conflict of Interest Code and shall not be required to file economic disclosure forms:

- (1) consultants who volunteer services to the Corporation;
- (2) consultants who provide expertise in limited areas for specific litigation or special projects; and
- (3) expert witnesses.

(c) The City of San Diego Office of the City Clerk will mail a Statement of Economic Interests (Form 700) to the Consultant to be filled out by key personnel for the Consultant. The Consultant shall complete Form 700 and return the original executed document to the Office of the City Clerk within 30 days of the Corporation’s approval of this Agreement. Form 700 is also available online at [www.fppc.ca.gov](http://www.fppc.ca.gov).

(d) City of San Diego Council Policy 000-04 requires that all City consultants (including consultants of the City’s agencies) who file a Statement of Economic Interests complete ethics training upon assuming office and every two years thereafter. Ethics training covers key provisions of the City’s Ethics Ordinance. The Ethics Commission, which is responsible for providing the training, has implemented an online program that will allow consultants to complete the training when it is convenient for their schedule. The training program may be accessed from any computer with internet access. Ethics Commission will provide details with respect to completion of this requirement. Consultant key personnel shall comply with this requirement.

### 305. Conflict of Interest/Financial Disclosure

For the duration of this Agreement, the Consultant will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein without the prior written consent of the Corporation.

(a) When consent is granted, the Consultant shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by the Consultant for the Corporation.

(b) The Consultant understands and agrees that the services to be provided hereunder are to be rendered at the direction of, under the supervision of, and for the benefit of, the Corporation. In the event that the Consultant is informed that its recommendations and/or other work product under this Agreement will not be implemented in whole or in part, and/or if the Consultant disagrees with or otherwise takes issue with any determination made by the Corporation in connection with, arising from or concerning the subject matter of this Agreement, the Consultant shall address or discuss the same only with representatives of the Corporation. The Consultant understands and agrees that any failure to abide by this provision shall constitute a conflict under this Agreement, and the Corporation may in its sole discretion unilaterally and immediately terminate this Agreement for cause.

(c) The Consultant shall promptly notify the Corporation in the event that (a) conflict(s) occur(s) between the Consultant's new client and the Corporation when circumstances, known to the Consultant, place the Corporation and Consultant's new client in adverse, hostile, or incompatible positions wherein the interests of the Corporation may be jeopardized.

(d) In the event of such a conflict, the Consultant shall meet and confer with the Corporation to determine specific avenues to resolve such conflicts in order to continue to perform services for the Corporation without compromising the Corporation's interests. In the absence of a resolution of such conflicts satisfactory to the Corporation, the Corporation may terminate its Agreement with the Consultant.

(e) The Consultant agrees to alert every client for whom consent is required to the existence of this conflict of interest provision and to include language in its Agreement with said client which would enable the Consultant to comply fully with its terms. This paragraph shall not apply to existing clients of the Consultant for which the Consultant has previously received the Corporation's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Corporation if the Consultant employs an individual who, within the twelve months immediately preceding such employment, in his/her capacity as a Corporation employee, participated in negotiations with or otherwise had an influence on the selection of the Consultant.

### 306. Insurance

Prior to performing the services herein, and throughout the duration of the Agreement, the Consultant shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. Additionally, each subconsultant shall procure and maintain the types and limits of insurance as may be required by the Corporation, prior to performing any services hereunder.

(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 coverages, including the CORPORATION'S, and such insurance shall afford immediate defense and indemnification of all listed additional insureds including CORPORATION, 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.

**Both Commercial General Liability and Commercial Automobile Liability insurance policies shall include following additional insured endorsement language as listed below:**

CENTRE CITY DEVELOPMENT CORPORATION, REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, AND CITY OF SAN DIEGO AND THE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THESE THREE ENTITIES ARE LISTED AS ADDITIONAL INSURED AND ARE PROVIDED THE SAME COVERAGE AS THE NAMED INSURED, INCLUDING THE COST OF DEFENSE, AGAINST CLAIMS FOR BODILY INJURY OR DEATH AND PROPERTY DAMAGE RESULTING FROM THE INSURED'S PERFORMANCE OF THE AGREEMENT FOR SERVICES BETWEEN THE PARTIES DATED \_\_\_\_\_ UNLESS SUCH CLAIM IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE ARISEN FROM THE NEGLIGENCE OR THE WILLFUL MISCONDUCT OF AN ADDITIONAL INSURED. THE NAMED INSURED'S COVERAGE IS PRIMARY AND SHALL NOT REQUIRE CONTRIBUTION FROM THE ADDITIONAL INSURED'S INSURANCE COVERAGE.

The cancellation clause for the above policies and certificate(s) shall read as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

Upon receipt of any certificate of insurance and/or endorsement thereon, the Corporation reserves the right to require the alteration of the above clause. However, the Corporation shall not make any substantive changes to the clause.

The parties agree and the Consultant understands that the specified coverage or limits of insurance in no way limit the Consultant's liability and the Consultant shall maintain with respect to each such policy or agreement evidence of such insurance coverage and endorsements thereon as required by this Section of this Agreement.

### 307. Liability/Indemnification

(a) The Consultant shall be responsible for all injuries to persons and for all damage to real or personal property of the Corporation or third parties, to the extent caused by or resulting from the Consultant's negligence, or that of its employees, agents, or subconsultants and employees during the performance of or connected with the rendition of services hereunder.

(b) The Consultant shall indemnify and hold harmless the Corporation, the Redevelopment Agency of the City of San Diego ("Agency"), the City of San Diego ("City"), and all officers and employees of each entity from any and all liability, claims, costs (including reasonable attorneys' fees), demands, damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party to the extent resulting from the negligent error, act or omission of the Consultant, its employees, or its agents; or
- 2) to the extent of any breach of the Consultant's obligations, duties or covenants under this Agreement or transactions related to the Consultant's performance hereunder.

### 308. Performance of Duties

The Consultant shall be responsible for performance of all services set forth in the attached Scope of Services, and shall perform such services in compliance with all applicable provisions of state and local regulations as well as any guidelines specified and required by the Corporation. The Consultant represents that it and its Subconsultants, if any, shall secure all personnel that may be required to perform the duties specified by this Agreement.

### 309. Key Personnel

The Consultant acknowledges that the qualifications and expertise of its project managers and key personnel, as identified in Attachment No. 3, Fee Schedule, are a primary consideration in Corporation's selection of the Consultant. Accordingly, the Consultant agrees that it shall not replace or change the identified personnel without first obtaining the Corporation's consent to such replacement or change.

### 310. Correction of Work

The Consultant shall take responsibility, at its own cost, to correct any incomplete, inaccurate, or defective work, when such inaccuracies are due to the negligence of the Consultant, provided such work has not been accepted in writing by an authorized signatory of the Corporation.

### 311. Cost Overrun

The Corporation shall not be responsible in any way for monetary losses of any type incurred by the Consultant which result from the Corporation's contractual relationship with the Consultant. The Corporation and the Consultant agree that the Consultant's monetary compensation is limited to the amount provided for in the Agreement, and that the Corporation shall not be responsible for cash costs or support services other than as provided in any part of this Agreement and its attachments.

### 312. Cost Records

In accordance with generally accepted accounting principles, the Consultant shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Corporation or to the appropriate federal agencies at all reasonable times.

### 313. Equal Opportunity

The Consultant acknowledges and understands that the Corporation promotes equal opportunity in employment and contracting and encourages its Consultants to adopt voluntary goals for the participation of small businesses, disabled-owned businesses, woman-owned businesses and firms owned by under-represented ethnic groups in agreements with the Corporation. In furtherance of this policy, the Consultant agrees as follows:

(a) The Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Consultant shall provide equal opportunity in all employment practices. The Consultant shall ensure that its subconsultants comply with the City of San Diego's Equal Employment Opportunity Program.

(b) The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subconsultants, vendors, or suppliers. The Consultant shall provide equal opportunity of subconsultants to participate in subcontracting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in Agreement termination, debarment, or other sanctions.

(c) The Consultant has received, read, understands and agrees to be bound by the Equal Employment Opportunity documents, including City of San Diego Municipal Code, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program).

(d) The Consultant has submitted, and Corporation acknowledges receipt of, either a Work Force Report or an Equal Employment Opportunity Plan as required by City of San Diego Municipal Code section 22.2705. The Consultant agrees to periodically provide updated reports as requested by the Corporation.

314. Subconsulting

Except for those services set forth in Attachment 4, no services covered by this Agreement shall be subcontracted without the prior written consent of the Corporation.

Upon the Corporation's request, the Consultant agrees to provide to the Corporation, within sixty calendar days, a truthful and complete list of the names of all subconsultants, vendors, and suppliers that the Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Consultant for each subcontract or supply contract. The Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). 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.

The Consultant understands and agrees that the schedule of performance set forth in this Agreement and its Attachments requires that it and all of its subconsultants perform their obligations on a timely basis. Therefore, the Consultant agrees that it will, if necessary to adhere to the schedule of performance agreed upon by the parties, terminate its subconsultants in the event of their non-performance, and that it shall include provisions in each subcontract to such effect.

The Consultant shall insert, in each subcontract, appropriate provisions requiring compliance with all terms of this Agreement, except Sections 318, 319, 320, and 321, so that the terms herein will be binding upon all Subconsultants.

315. Assignability

Assignability shall be governed by the following:

(a) The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Corporation.

(b) Claims for money due or to become due to the Consultant from the Corporation under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Agreement.

### 316. Changes in Scope of Services

(a) The Corporation may, from time to time, request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Corporation and the Consultant, shall be incorporated into this Agreement.

(b) The Consultant shall attempt to determine as soon as possible, in the required study of the area involved, those factors which could severely inhibit or prohibit achievement of the full range of the Scope of Services outlined in Agreement Attachment No. 1. If it appears that such factors are present, the Consultant shall so inform the Corporation who, in turn, may discuss the feasibility of continuing with the full Scope of Services. The objective of this Section of the Agreement is to minimize the Corporation's costs if these adverse factors exist.

### 317. Termination

(a) Either the Consultant or the Corporation may terminate this Agreement without cause by providing the other party with a thirty-day (30-day) written notice of termination. Immediately upon receipt of the notice of termination, the Consultant shall discontinue work and incur no further obligation or expenses. This Agreement shall cease to be effective on the 30th day of said written notice with no further action required by either party. The Consultant shall be paid for all work specified in the Scope of Services that is satisfactorily completed prior to the effective date of said termination.

(b) If, through any cause within its control, the Consultant fails to fulfill in a timely and professional manner, its obligations under this Agreement, or if the Consultant shall violate any of the terms or provisions hereof, the Corporation shall have the right to terminate this Agreement effective immediately upon giving written notice thereof to the Consultant. The Consultant shall be paid for all work specified in the Scope of Services that is satisfactorily completed prior to the effective date of said termination.

### 318. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

### 319. Entire Agreement

This Agreement, including all attachments hereto, represents the sole and entire agreement between the Corporation and the Consultant and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Corporation and the Consultant.

### 320. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### 321. Agreement Governed by Law of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

### 322. Drug-Free Workplace

The Consultant agrees to comply with the City of San Diego's Council Policy 100-17 that requires the Consultant to provide a drug-free workplace for the performance of work done in connection with the Agreement let by the Corporation.

### 323. Americans with Disabilities Act

The Consultant agrees to comply with City of San Diego's Council Policy 100-04, which establishes that all consultants shall comply with all applicable titles of the Americans with Disabilities Act.

In addition, the Consultant shall warrant and certify that any Project plans and specifications prepared in accordance with this Agreement meet all current California Building Standards Code, California Code of Regulations, Title 24 and the Americans with Disabilities Act of 1990. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed.

324. Force Majeure

Except as expressly provided herein, in the event that the Consultant shall be delayed, hindered in or prevented from the performance of the Scope of Services by reasons that are wholly beyond the Consultant's control then the Consultant may submit in writing its request to the Corporation that its performance of the same be extended for a period equivalent to the reasonable length of such delay; upon receipt thereof, the Corporation shall review and make its reasonable determination as to any such request

AGREEMENT ATTACHMENT NO. 3  
SUBCONSULTANT LIST

The Consultant shall use the following subconsultants in the performance of the work required by the Agreement:

✓ XYZ Subconsultant Company

Consultant shall not use any other subconsultant(s) or substitute subconsultant(s) listed above without the written consent of the Corporation.

AGREEMENT ATTACHMENT NO. 4  
FEE SCHEDULE

**\*\* Please Note: Compensation and Billable Time as well as Reimbursable expenses shall conform to the terms and conditions provided in sections 104 and 105 of the Agreement.**

Consultant and all subconsultants shall be paid for services based upon the following fee schedule. The hourly fees listed herein shall be in effect through the duration of the Agreement

Position	Rate
	\$/hr
	\$/hr
	\$/hr
	\$/hr
	\$/hr



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## **Attachment C.1 – CCDC Equal Opportunity Policy**

### I. Purpose

This document is to set forth Centre City Development Corporation's (CCDC's) Equal Opportunity Policy and Equal Employment Opportunity Program guidelines for business contracting. Business contracting includes, but is not limited to; hiring of persons and businesses for consultant services, vendors, and contractors by CCDC and developers and property owners that enter into Disposition and Development Agreements (DDAs) and Owner Participation Agreements (OPAs) with the Redevelopment Agency of the City of San Diego.

### II. Policy to Ensure and Promote Equal Opportunity in Business Contracting

A. It is the policy that race, religion, sex, color, ethnicity, sexual orientation, national origin, and disabilities will not be used as criteria in its business contracting practices. Every effort will be made to ensure that all persons and businesses will have equal access to contracts and other business opportunities with CCDC.

B. CCDC is strongly committed to equal opportunity in the solicitation of business contracting to assure that persons or businesses doing business with or receiving funds from CCDC are an equal opportunity business and employer. CCDC endeavors to do business with firms that share CCDC's commitment to equal opportunity and will not do business with any firm which discriminates.

C. The Board of Directors for CCDC and its staff expect persons and businesses doing business with CCDC to take positive steps to expand their subconsulting and subcontracting solicitation base and offer opportunities to all eligible persons or businesses.

D. CCDC encourages businesses to contract with small businesses, disabled-owned businesses, women-owned businesses, firms owned by underrepresented ethnic groups (African-Americans, Asian-Americans, Filipinos, Latinos and Native Americans), and local firms or enter into a joint venture with these firms.

### III. Guidelines for Equal Employment Opportunity (EEO) Program for Business Contracting

A. EEO is fair treatment in employment, promotion, training, and other personnel actions without regard to race, color, religion, sex, age, sexual orientation, national origin, and physical or mental disability.

B. Business contractors shall take the required steps to ensure equal employment opportunity within their own workplace and set forth action to achieve the County Labor Force Availability measures for the employment of underrepresented ethnic groups (African-Americans, Asian-Americans, Filipinos, Latinos and Native Americans), women and people with disabilities.

C. CCDC has implemented the City's Equal Employment Opportunity Program. The overall objective of the program is to ensure that business contracting entities doing business with or receiving funds from the City of San Diego and CCDC will not engage in unlawful discriminatory employment practices prohibited by state or federal law.

D. Persons or businesses shall comply with requirements of the City of San Diego Ordinance No. 18173, Section 27.2701 through 22.2708, Equal Employment Opportunity Outreach Program.

Adopted by CCDC's Board of Directors December 5, 2001

## Attachment C.2 – EEO Program

SAN DIEGO MUNICIPAL CODE DIVISION 27

### EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM

#### § 22.2701 Purpose and Intent

The overall objective of the City's Equal Employment Opportunity (EEO) Program is to ensure that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory employment practices prohibited by state or federal law. Such employment practices include, but are not limited to 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.

#### § 22.2702 Definitions

Unless stated otherwise, the following definitions apply to this Division:

"City" means The City of San Diego and those agencies, boards, commissions and corporations authorized to act on behalf of, or as an agent for, the City of San Diego.

"Contract" means an agreement to provide labor, materials, supplies or services in the performance of a contract, franchise, concession or lease granted, let or awarded by or on behalf of the City.

"Contractor" means any person, firm, partnership, corporation, or combination thereof, who is selected to enter into, or actually enters into a contract with department heads and officers empowered by law to enter into contracts on behalf of the City for public works or improvements to be performed, or for a franchise, concession or lease of property, or for goods, services or supplies to be purchased, at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of, or collected by, the City.

"Equal Employment Opportunity Plan" means a document prepared by a contractor in accordance with a form and format supplied by the City which describes the contractor's plan of action.

"Gender" means the character of being male or female.

"Program Manager" means the Program Manager for the City's Equal Opportunity Contracting Program or his or her designee.

"Workforce Analysis" means a comparison of a contractor's Workforce Report with applicable County Labor Force Availability data.

"Workforce Report" means a report, in a format supplied by the City but compiled by the contractor, of the contractor's total work force which indicates the number of males and females in each identified ethnic group by occupational category.

#### § 22.2703 Scope

Except as provided in Section 22.2704, this Division applies to all contractors except:

(a) Contractors and subcontractors who do less than a total of \$10,000 worth of business with the City during the preceding twelve (12) months or who have less than a total of fifteen (15) employees, except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring.

(b) Contracts to which any city (other than the City of San Diego), county, district or other political subdivision, or any joint powers authority created under authority of law, or other public entity, or any other group or combination of the foregoing acting as a unit, is a party.

(c) Nonprofit charitable, educational, or religious associations or corporations, as evidenced by records on file with the City to be compiled for purposes of this Division in accordance with procedures established by the City Manager.

(d) Emergency contracts, if a written partial or full waiver is granted by the City Manager except that contractors exempted by this Subsection shall be subject to audits pursuant to Section 22.2707 to determine if unlawful discriminatory employment practices are occurring. The City Manager may grant a partial or full waiver from the requirements of this Division for an emergency contract only to the limited extent necessary in order to expedite the award of such contract. For purposes of this Section, the term "emergency" has the same meaning as in San Diego City Charter, Section 94.

#### § 22.2704 Mandatory Nondiscrimination Contract Clause

Notwithstanding the provisions of Section 22.2703, every contract shall contain a nondiscrimination clause which shall read as follows:

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal

opportunity in all employment practices. Prime contractors shall ensure that their subcontractors comply with this Program. Nothing in this Section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

**§ 22.2705 Duty to Submit Reports**

(a) If a contract is competitively solicited, after the lowest responsible bidder has been determined and prior to the execution of the contract, the apparent low bidder shall submit to the Equal Opportunity Contracting Program a Workforce Report, on a City form, or an Equal Employment Opportunity Plan approved by the Program Manager.

If a contract is not competitively solicited, the contractor shall submit to the Equal Opportunity Contracting Program a Workforce Report or an Equal Employment Opportunity Plan approved by the Program Manager prior to tendering the signed contract documents to the City for signature.

(b) Staff will conduct a workforce analysis on all Workforce Report submittals to determine whether or not an Equal Employment Opportunity Plan is required. If an Equal Employment Opportunity Plan is required, the contractor will submit a Plan for approval by the Program Manager.

(c) Any Equal Employment Opportunity Plan approved by the City shall not include quotas, goals or timetables for increasing women and minority employment and will not require terminating or laying off existing employees.

(d) If the apparent low bidder or contractor does not submit either a Workforce Report or Equal Employment Opportunity Plan as required by this Section, for purposes of awarding the contract only, the City Manager will ensure an administrative hearing is conducted by an independent hearing officer to determine if the contract should be awarded in accordance with city, state, and federal law.

**§ 22.2706 Duty to Comply with Equal Employment Opportunity Plan**

A contractor for whom an Equal Employment Opportunity Plan has been approved by the City shall use best efforts to comply with that Equal Employment Opportunity Plan.

**§ 22.2707 Reviews**

(a) The Program Manager shall conduct periodic reviews of contractors to ensure that unlawful discrimination is not being practiced and Equal Employment Opportunity Plans are implemented.

(b) If the City Manager determines, after review, that the contractor has not implemented their Equal Employment Opportunity Plan and/or practices unlawful discrimination and corrective action has not occurred by the contractor after sufficient notice, the City Manager may recommend termination of the contract and debarment to the City Council.



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## Attachment C.3 – 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 CCDC's Equal Employment Opportunity Program.

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

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.

City and contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by CCDC's Equal Opportunity Contracting Program staff.

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

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

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:* \_\_\_\_\_



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 workforce. 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

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

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

**Nonprofit Organizations Only:**

Board of Directors														
Volunteers														
Artists														

**History**

The Workforce 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 workforce 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. 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.

### **Workforce & Branch Workforce 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 workforce that is actually participating in the project or activity. That is, if the project is in San Diego and the workforce is from San Diego, we want a San Diego County Workforce Report.<sup>1</sup> By the same token, if the project is in San Diego, but the workforce is from another county, such as Orange or Riverside County, we want a Workforce Report from that county.<sup>2</sup> If participation in a San Diego project is by workforces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Workforce Reports representing the workforces of your firm from each of the three counties.<sup>1,2</sup> On the other hand, if the project will be accomplished com-

pletely outside of San Diego, we ask for a Workforce Report from the county or counties where the work will be accomplished.<sup>2</sup>

### **Managing Office Workforce**

Equal Opportunity Contracting may occasionally ask for a Managing Office Workforce (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 workforce 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 Workforce Reports**

Please note, throughout the preceding text of this page, the superscript numbers. These coincide with the types of workforce reports required in the example. See below:

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

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

## Exhibit: Workforce Report Job Categories

Refer to this table when completing your firm's Workforce 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
Firefighting 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 Health Care Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

### Crafts

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

### Operative Workers

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

### Transportation

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

### Laborers

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

## Attachment C.9 – CCDC Outreach Survey

Centre City Development Corporation is evaluating the effectiveness of its outreach efforts for consultant contracting opportunities. We appreciate your cooperation in completing this sheet and returning it with your proposal. Thank you.

*How did you find out about this consultant services opportunity?*

- |  |   |
|--|---|
| <input type="checkbox"/> <i>San Diego Daily Transcript</i> | <input type="checkbox"/> <i>San Diego Voice &amp; Viewpoint</i> |
| <input type="checkbox"/> <i>San Diego Asian Journal</i>    | <input type="checkbox"/> <i>El Sol de San Diego</i>             |
| <input type="checkbox"/> <i>El Latino</i>                  | <input type="checkbox"/> <i>San Diego Monitor News</i>          |
| <input type="checkbox"/> <i>The Filipino Press</i>         | <input type="checkbox"/> <i>Mabuhay Times</i>                   |
| <input type="checkbox"/> <i>Enlace</i>                     | <input type="checkbox"/> <i>Contractor News &amp; Views</i>     |
| <input type="checkbox"/> <i>Los Angeles Times</i>          |   |
| <input type="checkbox"/> Other publication: _____          |   |

OR

- Community and Professional Organizations (*please list the organization*)
- African-American: \_\_\_\_\_
- American-Indian: \_\_\_\_\_
- Asian-American: \_\_\_\_\_
- Filipino: \_\_\_\_\_
- Hispanic: \_\_\_\_\_
- Other: \_\_\_\_\_

OR

- CCDC Employee
- CCDC's Web site
- E-mail from CCDC
- Other \_\_\_\_\_



## Attachment D.1 – Selection Criteria

### CCDC-Adopted Adjectives

The following adjectives shall be utilized in the selection process. Respondents shall be ranked using one of these adjectives for each of the criteria listed on the next page.

Exceptional \_\_\_\_\_ (E)

Exceeds requirements; has a high probability of an exceptional outcome; exhibits no significant weaknesses; exhibits no blatant deficiencies.

Good \_\_\_\_\_ (G)

Meets all and exceeds some requirements; has a high probability of an above average outcome; exhibits minor, correctable weaknesses; exhibits no blatant deficiencies.

Fair \_\_\_\_\_ (F)

Meets all requirements; will probably result in an average outcome; exhibits minor, correctable weaknesses; exhibits minor, correctable deficiencies.

Marginal \_\_\_\_\_ (M)

Meets most requirements; will probably result in a below average outcome; exhibits correctable weaknesses requiring clarification; exhibits correctable deficiencies requiring correction.

Poor \_\_\_\_\_ (P)

Fails to meet requirements; will probably result in an unacceptable outcome; exhibits too many weaknesses; exhibits too many deficiencies.

## **CCDC Selection Criteria**

Listed below are the criteria that must be used to evaluate all submittals.

### Criterion No. 1 – Submittal Documents

Is the submittal complete and well composed? Does the submittal mirror the organizational requirements described in the solicitation, including conformance with tabulation and categorical organization, clarity of writing, and cohesiveness of narrative, tables and images?

### Criterion No. 2 – Respondent's Experience

Level of experience in providing building maintenance services to public and private entities.

### Criterion No. 3 –Project References

Does the submittal demonstrate that the respondent understands the Scope of Services and have experience in performing the Scope of Work?

### Criterion No. 4 – Schedule of Rates

Fee schedule competitive?

## Attachment D.2 – Disclosure Statement

Consultant's statement of disclosure of certain ownership interests on all contracts which will require discretionary action on the part of CCDC, the Redevelopment Agency, City Council, and Planning Commission of the City of San Diego.

The following information must be disclosed:

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

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

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

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

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

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

4. Have you had more than \$250 worth of business transacted with any member of the Corporation Board, Planning Commission, or Council/Agency members within the past twelve months? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please indicate person(s)

\_\_\_\_\_

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

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

Person is defined as: "Any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, this and any other group or combination acting as a unit."

(NOTE: Attach additional pages as necessary.)

\_\_\_\_\_  
Authorized Signature of Firm                      Date

\_\_\_\_\_  
Print or type name of firm

## Attachment D.3 – Tentative Contract Revisions

Respondent affirms that he or she has read Appendix B – Attachment B.1 Sample Contract and is prepared, if selected, to negotiate a final contract based on this sample. If there are provisions the respondent tentatively anticipates will require changes, please list below and provide a short description (use additional numbered sheets if necessary).

Following are tentative contract revisions:

1.

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2.

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3.

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4.

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or type name of firm