

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER, 10090134-24-P,
AS-NEEDED ECONOMIC/FINANCIAL ANALYSIS CONSULTING SERVICES**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) 10090134-24-P, As-Needed Economic/Financial Analysis Consulting Services (Consultant).

RECITALS

On or about March 22, 2024, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Consultant has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Consultant to provide as-needed economic/financial analysis for future real estate advisory services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Consultant agree as follows:

**ARTICLE I
CONSULTANT SERVICES**

1.1 Scope of Work. Consultant shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Consultant will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services. In addition, Consultant must receive written authorization to use and bill for subconsultants hired to assist in the performance of Services. For purposes of this RFP, Consultant includes any subconsultants approved by City to perform the Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Economic Development Department (Department) is the Contract Administrator for this Agreement. Consultant shall provide the Services under the direction of a designated representative of the Department as follows:

Michael Wong, Program Manager
1200 Third Ave., Suite 1400 MS56D, San Diego, California, 92101
(619) 236-6421
MIWong@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of

the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Consultant for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$150,000.00.

Consultant must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Consultant that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Consultant: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Consultant will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to

the RFP, if any

4th Consultant's Pricing

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

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Consultant's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Consultant and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT

Century Urban, LLC

Proposer
235 Montgomery Street, Suite 629

Street Address
San Francisco, CA 94104

City
415-786-2675

Telephone No.
bsparkman@centuryurban.com

E-Mail


CITY OF SAN DIEGO
A Municipal Corporation

BY:


Print Name:
Claudia Abarca
Director, Purchasing & Contracting Department

Jul 15, 2024
Date Signed

BY:

DocuSigned by:

Signature of
Proposer's Authorized
Representative

Bryant Sparkman
Print Name

President & Managing Principal
Title

4/26/24
Date

Approved as to form this 15 day of
July
20 24.
MARA W. ELLIOTT, City Attorney

BY: 
Kate M. Olin (Jul 15, 2024 10:13 PDT)
Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some

or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

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

5. Reserved.

6. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All hourly rates shall be fully burdened. The lowest blended hourly rate of all the proposals that meet the requirements of this RFP will receive the maximum

assigned points to this category as set forth in this RFP. The other blended hourly rates will be scored based on how much higher their rates compare with the lowest:

$$\frac{(1 - (\text{blended hourly rate} - \text{lowest blended hourly rate})) \times \text{maximum points}}{\text{lowest blended hourly rate}} = \text{points received}$$

For example, if the lowest blended hourly rate of all proposals is \$250/Hour that proposal would receive the maximum allowable points for the price category. If the blended hourly rate of another proposal is \$275/Hour and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((275 - 250) / 250) \times 60 = 54$ points, or 90% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top three (3) proposers with the highest scoring proposal to interview and/or make an oral presentation, if necessary. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by

telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Consultants should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	20
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	

C. Firm's Capability to provide the services and expertise and Past Performance.	45
1. Relevant experience of the firm	
2. Previous relationship of firm on similar projects	
3. Specific experience in government financial analysis and development projects, including affordable housing analysis	
4. Other pertinent experience	
5. Knowledge of the San Diego commercial and residential and economic market trends as well as best practices for conducting development transactions	
6. Last/Prior Performance	
7. Capacity/Capability to meet the City of San Diego's needs in a timely manner	
8. Reference checks	
D. Price.	10
E. Mandatory Interview/Oral Presentation.	10
1. Thoroughness and Clarity of Presentation.	
2. Attendance of Key personnel that will be working on the contract.	

SUB TOTAL MAXIMUM EVALUATION POINTS:	100
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F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
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FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112
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*The City shall apply a maximum of an additional 12 points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The

City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Consultant to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Consultant Award Tracking Form.

5. Conflict of Interest Certification Form.

6. Disclosure Determination for Consultant (Form CC-1671).

7. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF SERVICES

A. OVERVIEW

City of San Diego (City) is experiencing an economic boom that includes several large real estate development projects of economic significance led by the City, regional government agencies, and federal properties. The City desires to engage, on an as-needed basis, a consultant or consultants to: (1) provide economic and financial analysis to support the City's position on economic impact; (2) understand the positive and negative solutions for financial participation; (3) evaluate qualifications and proposals from interested parties, (4) optimize the value to the City to achieve the City's desired goals; (5) evaluate affordable housing financials and feasibility of such projects; and (6) present to city leaders or elected officials as a third party expert in economic and financial analysis, if needed.

Consultant will work under the direction of the Economic Development Department (EDD) and assist EDD in evaluating the economic and financial impacts to the City on a variety of large projects of economic significance (except Civic Center Revitalization Project). Being selected through this RFP does not guarantee a selected Consultant be assigned to City projects. The RFP has two areas of real estate economics, economic/financial and affordable housing analysis support, for which services are sought. Consultant shall specify in proposal submittal which area(s) of real estate economic services they are proposing on. The City may select up to five Consultants to provide services in each of the two areas of real estate economics. City will engage Consultants in accordance with Section H.

B. CORE REQUIREMENTS AND DELIVERABLES

Consultant's core requirements and deliverables will include, but shall not be limited to the following:

1. Economic/Financial Analysis Support

- a) Assist EDD with developing solicitations, proposal evaluation, negotiation, and transactions.
- b) Comparatively analyze relevant financial details of each project to ensure adequate due diligence and compliance with best practices.
- c) Real estate disposition and development services, including project land valuations, highest and best use studies, alternative analyses, multi-year project cash flow programs, land residual analysis and investment analysis.
- d) Review reports and attend meetings with City staff to learn and understand the history, issues, and challenges associated with proposed real estate transactions.
- e) Examine appraisals, financing terms/conditions, and audits related to development proposals.
- f) Analyze potential financing sources for City Council consideration, including, but not limited to: Special Assessment Districts; Enhanced Infrastructure Financing Districts (EIFDs); or similar economic development tools that may potentially reduce risk, mitigate identified challenges, and/or improve the City's real estate and financial position.
- g) Provide relevant market data (e.g., comparable properties; current and forecasted costs/inventory, absorption rates, market rents and prices; market

trends; other factors that may affect real property valuations) to EDD for consideration before making a recommendation or acting on any real estate related proposal.

- h) Develop funding structures or procurement strategies that maximize the City's goals.
- i) Participate, as requested, in negotiation sessions and interactions with the selected proposer and/or its designated representatives.
- j) Provide EDD with expert economic and financial analysis perspective, insight, advice, and recommendations for the project. Consultant may also be asked to answer Councilmembers' questions or make presentations to Councilmembers individually or in Committee or Council meetings (in open or closed session). Consultant may also be asked to sign a non-disclosure agreement.

2. Affordable Housing Analysis Support

- a) Assist EDD with developing solicitations, proposal evaluation, negotiation, and transaction negotiation.
- b) Provide financial analysis pertaining to redevelopment or affordable housing analysis including feasibility studies; pro forma analysis; California Health and Safety Codes section 33433 Reports; or any other economic study or analysis.
- c) Assist in the preparation and review of Disposition and Development Agreements (DDA), loan agreements, covenants, deed restrictions, and other instruments used in affordable housing transactions.
- d) Provide strategic input into a developer's overall plan to produce affordable rental housing and overall development of a given site with a focus on determining feasibility, risk assessment, and effect on the City's goals and policy objectives.
- e) Assess availability and timeframe for accessing potential funding sources, including, but not limited to: 4% or 9% low-income and Federal Historic tax credit, State low income and historic tax credit, and all other public/private sources as determined reasonably attainable.
- f) Assist staff in preparing and writing Requests for Proposals (RFPs) and Notice of Funding Availability (NOFA).
- g) Assist staff in evaluating and underwriting submitted proposals according to RFP/NOFA criterion.
- h) Provide financial analysis of affordable housing developments to calculate any monies owed to City, such as residual receipts.
- i) Recommend and analyze on all matters pertinent to proposed developments, including advice in areas of industry-specific knowledge that may affect the financing capacity, development capacity, and property management, as necessary to best protect the interests of the City.

C. QUALIFICATIONS AND EXPERIENCE

Consultant shall provide the following information:

1. Evidence of a minimum of five (5) years of recent experience providing professional technical, economic, real estate, and financial analysis consulting services, including for government agencies.

Descriptions of a minimum of two (2) projects (successfully completed and / or in progress) that Consultant has undertaken within the past five (5) years.

2. A list of the key personnel who will be responsible for overall account management. Please include name, title and relevant experience.
3. A brief description of the proposed approach to the development of work plans or strategies used for similar clients in the past.

D. LABOR CLASSIFICATIONS

The following labor classifications are applicable to this RFP:

Labor Classifications	Description
1. Principal	A staff person with more than 5 years of experience who is responsible for staffing and overall quality assurance and quality control. The Principal has the authority to commit resources and authorize contracts on behalf of the company.
2. Project Manager	A staff person with more than 5 years of experience in a project management role who acts as the secondary point of contact for the client. The Project Manager is capable of managing medium to large, semi-complex projects with a moderate degree of controversy.

E. REFERENCES

Proposer must demonstrate that it is able to perform the work as specified in this RFP. The City reserves the right to contact references provided and not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer may not provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subconsultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s); contact any person or persons associated with the reference; request additional references; contact organizations known to have used the Proposer in the past or are currently using Proposer’s or Proposer’s subconsultants’ (as listed in Contractor Standards Pledge of Compliance form attached to this RFP) services; and contact independent consulting firms for additional information about the Proposer or the Proposer’s subconsultants.

F. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

G. PRICING SCHEDULE

In order to be considered responsive to this RFP, Proposers shall submit pricing on the form and in the format provided herein in its entirety. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other fees, costs, or other charges will be considered.

1. Labor classifications listed as 1 and 2, are detailed in Section D. Labor Classifications.
2. Position Title is to be the position title within the Proposer’s organization.
3. Proposers shall list fully burdened hourly rates for the labor classifications that most closely match the classifications listed in Section D. Labor Classifications.
4. All classifications described in this pricing schedule should be listed, whether services are performed by Proposer or by sub participation. Additional classification rates may be submitted later and included as part of the agreement resulting from this solicitation.

If additional space is required, a separate sheet may be attached marked “Additional Labor Classifications”. No other changes will be considered.

Labor Classification	Position Title	Year 1 - Fully Burdened Hourly Rate
1. Principal		\$
2. Project Manager		\$

H. SELECTION PROCESS FOR EACH ASSIGNMENT

There are two areas of real estate economics for which services are sought. Up to five Consultants will be awarded a contract and selected to provide services in each of the two areas of real estate economics. The City will maintain a list of Consultants for each area of economics. Consultants may apply for one or both areas of real estate economics. Consultants are selected for a given assignment based on the City’s needs. When the City has an assignment, the City will send a brief statement of the assignment to Consultants that are listed within the applicable area of real estate economics. Only those Consultants may submit a

response and be considered. A response should consist of a proposed team, consistent with submitted rates, an estimated preliminary budget, and availability during the assignment. The City will establish an Evaluation Committee to review and evaluate responsive submittals.

In addition, CityWorks has significant experience working on community engagement projects in the City of San Diego:

<ul style="list-style-type: none"> + City of San Diego: Real Estate Assets - Facilitation with tenants at Balboa Park + City of San Diego, WSP: Mobility Master Plan* + City of San Diego, As-needed Engineering* + City of San Diego / Downtown Partnership C Street: Steps to Success + City of San Diego: Mid-City/Pacific Highway Revitalization Plan + City of San Diego, "Waste No Water" Campaign + City of San Diego, Pure Water Program - North City* + City of San Diego: Pedestrian and Bike Master Plan* 	<ul style="list-style-type: none"> + City of El Cajon: Downtown Specific Plan, Design Guidelines and review of development proposals + City of National City: Harbor District Master Plan, Design Guidelines and review of developer proposals + City of Oceanside: SPRINTER Stations Transit-oriented Development Study - (7) Sites + SANDAG / MTS: Downtown San Diego*; Transit Center Store Design + San Diego County Airport Authority Interior Design and Retail Master Plan*; Airport Master Plan and EIR*; Various Tenant Concessions
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*Reflects projects where CityWorks was a sub-consultant

PRICING SCHEDULE

Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including sub participation.

Century | Urban bills on an hourly basis based on actual hours worked. An hourly fee schedule for all team members is provided below. Monthly invoices would be submitted to the City based on the following billable hourly rates.

Labor Classification	Position Title	Fully Burdened Hourly Rate
Century Urban		
Principal	Managing Principal	\$325.00
Project Manager	Senior Vice President	\$250.00
Project Manager	Special Projects Advisor	\$200.00
Project Manager	Financial Analyst	\$175.00
City Works		
Principal	Principal Architect and Planner	\$281.00
Project Manager	Senior Designer	\$136.00

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. 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 performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and 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 goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor'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.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City 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 Approved Surplus Lines Insurers (LASLI 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.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

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

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. 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.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor 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. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor 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 Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. 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, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor 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 Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to 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.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor'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.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor 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 Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

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

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract 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 Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders 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 Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

Century | Urban

Request for Proposal

As-Needed Economic/Financial

Analysis Consulting Services

Solicitation No. 10090134-24-P

City of San Diego

RFP Response

April 26, 2024



235 Montgomery Street, Suite 629 | San Francisco, CA 94104 | 415.786.2675 | www.centuryurban.com

CENTURY | URBAN

TAB A - Submission of Information and Forms



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) 10090134-24-P RFP Closing Date: April 26, 2024 @ 2:00 p.m.

City of San Diego Bid to provide **As-Needed Economic/Financial Analysis Consulting Services**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original cover sheet and replace with the attached Addendum A cover sheet. (NOTE: the closing date has been extended to **April 26, 2024 @ 2:00 p.m.**)
2. Delete the original Request for Proposal Signature Page 3 and replace with the attached Addendum A Invitation to Bid Signature Page 3.
3. Delete Page 8 of the original solicitation and replace with the attached Addendum A Page 8. (NOTE: "Documentation proof for Staff who have passed/cleared any security background checks" has been removed from evaluation criteria.)
4. Add three (3) pages "Questions and Answers". (NOTE: These questions and answers are being provided for informational purposes only and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Paige Spounias-Flynn

Paige Spounias-Flynn
Senior Procurement Contracting Officer
(619) 533-6441



**Request for Proposal (RFP) for As-Needed Economic/Financial Analysis
Consulting Services**

Solicitation Number: 10090134-24-P

Solicitation Issue Date: March 22, 2024

Pre-Proposal Conference: No Pre-Proposal Conference will be held.

Questions and Comments Due: April 08, 2024 @ 12:00 p.m.

Proposal Due Date and Time ("Closing Date"): April 26, 2024 @ 2:00 p.m.

Contract Terms: One (1) year, with four (4), additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Paige Spounias-Flynn
Senior Procurement Contracting Officer
PFlynn@sandiego.gov
619-533-6441

Submissions: Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), **or** an electronic bid via PlanetBids, of their response as described herein.

The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

the RFP, if any

4th Consultant's Pricing

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

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Consultant's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Consultant and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Consultant acting by and through their authorized officers.

CONSULTANT

Century Urban, LLC

Proposer

235 Montgomery Street, Suite 629

Street Address

San Francisco, CA 94104

City

415-786-2675

Telephone No.

bsparkman@centuryurban.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting Department

Date Signed

BY:

DocuSigned by:

Bryant Sparkman

Signature of
Proposer's Authorized
Representative

Bryant Sparkman

Print Name

President & Managing Principal

Title

4/26/24

Date

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

BY: _____
Deputy City Attorney

telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Consultants should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	

RFP No. 10090134-24-P, As-Needed Economic/Financial Analysis Consulting Services

QUESTIONS AND ANSWERS

Question 1: Given the term of the Contract is for up to 5 years, can you confirm if Proposers are allowed to include an escalation factor on their rates?

Response: **Per Exhibit A, Section B. Pricing, Subsection 3. Escalation. "An escalation factor is not allowed unless called for in this RFP." An escalation factor is not called for in the RFP.**

Question 2: The RFP states that the Proposer is required to state all subconsultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP. Given the specific scope of assignments is to be determined, can the Proposer decide what subconsultants and for what activities may be needed at the moment of responding to an assignment request?

Response: **Per Exhibit B, Section E. References, "Proposer is required to state all subconsultants to be used in the performance of the proposed contract, and what portion of work will be assigned to each subconsultant on the form attached to this RFP."**

Given the specificity of the scope of assignments is to be determined, the City recognizes subconsultants listed may change when the specificity of the scope is determined.

Question 3: Article III Compensation indicates that the amount of compensation for this Contract is not to exceed \$150,000.00. Is this the total compensation available for all future assignments under this Contract or for each future assignment? Is there a budget allocation for each of the two areas of services?

Response: **The \$150,000 is the total compensation available for all future assignments with no specific allocation for the two service areas.**

Question 4: Under the Evaluation Criteria (page 8 of the RFP), it states that part of the evaluation of the Staffing Plan includes "Documentation proof for Staff who have passed/cleared any security background checks". What documentation is required for the submittal to meet this criterion?

Response: **This is no longer a requirement and has been removed, please see Addendum A.**

Question 5: If a firm has multiple offices, is it required to fill out separate Work Force Reports for each, or can a single form be submitted for the entire firm? And are WFRs required for subconsultant firms?

Response: **Firms are required to submit one Work Force Report from either their San Diego County office or the office managing the contract. Subconsultants are not required to submit Work Force Reports.**

Question 6: What do the checkboxes on the bottom of the Work Force Report refer to? How does a firm determine the box to check?

Response: The checkboxes at the bottom indicate the type of office that is being reported on the Work Force Report. A firm may determine what box to check based on the following options; if the firm is located in San Diego or most local county, if it is a branch office of a larger firm, or the office is managing the contract from an office outside of San Diego.

Question 7: If we do not have any employees who fit the categories under trade occupations (page 3 of the WFR), can we leave this page blank?

Response: Yes, if your firm does not have employees under the Trade Occupational Category, please leave blank or mark N/A.

Question 8: Under Bidder/Proposer Information, should we include staff who will be directly or indirectly involved in the contract but who have no "nature of interest" (e.g., are not owners of the company)?

Response: Include both staff who are involved directly or indirectly for the RFP. Please refer to the guidance provided as to what the definition of "directly" and "indirectly" is, on pages 1 and 2 of the Contractor Standards Pledge of Compliance Form.

Question 9: Why are submitting firms asked to sign a contract as part of this submittal, prior to any engagement by the City (page 3 of the RFP)?

Response: Per Exhibit A. Section A. Proposal Submission. Subsection 2.1, "Completed and signed Contract signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required." A signed signature page is part of the RFP submittal.

Question 10: What will be the process, if any, for changes to hourly rates if the contract is extended past Year 1?

Response: None, see response to Question 1.

Question 11: Can a firm list multiple position titles that could apply to the identified labor classifications? And should position titles for the prime and subconsultants both be listed?

Response: Yes, please list multiple position titles that could apply to the identified labor classification. If the proposed subconsultant will be taking the lead on one of the two service areas (Economic/Financial Analysis or Affordable Housing Support) then position titles should also be listed for the subconsultant.

Question 12: Based on Sections D and G of Exhibit B, is it correct that the work specified in the RFP can only be performed by staff with more than 5 years of experience (e.g., Principals and Project Managers)?

Response: No, the 5 years is preferred, especially for at least one of the Principals or Project Managers.

Question 13: The RFP states that proposals should include information about the firm's relevant experience and a description of the proposed approach to the

development of work plans/strategies used for similar clients in the past, but should the proposal also include the firm's proposed approach to the scope of work detailed in Exhibit B?

Response: Please see Exhibit A., Section A. Proposal Submission., Subsection 2.13, "Proposer's response to the RFP." Yes, Proposer's are to include a proposed approach to the scope of work detailed in Exhibit B.

Question 14: Can you provide an outline for formatting the proposal response?

Response: Please see Exhibit A., Section A. Proposal Submission., Subsections 2. Proposal Format and Organization regarding the City's expectations for RFP formatting.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Real Estate Advisory and Engagement Consulting Services

B. BIDDER/PROPOSER INFORMATION:

Century Urban		Century Urban	
Legal Name		DBA	
235 Montgomery St Suite 629	San Francisco	CA	94104
Street Address	City	State	Zip
Bryant Sparkman	(415) 786-2675		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Bryant Sparkman	President & Managing Principal
Name	Title/Position
Larkspur, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
100%	
Interest in the transaction	

Leo Ma	Managing Principal
Name	Title/Position
San Francisco, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Griselda Blackburn	Senior Vice President
Name	Title/Position
Moraga, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Jake Kraft	Special Projects Advisor
Name	Title/Position
Concord, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Cameron Sardi	Associate Vice President
Name	Title/Position
Walnut Creek, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
0%	
Interest in the transaction	

Laura Warner	Principal Architect/Design Partner
Name	Title/Position
San Francisco, CA	CityWorks People + Places
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Noell Cain	Senior Designer and Drafter
Name	Title/Position
San Diego, CA	CityWorks People + Places
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

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

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

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

Corporation Date incorporated: _____ State of incorporation: _____

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

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

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

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

- a. Number of voting shares: _____
- b. Number of nonvoting shares: _____
- c. Number of shareholders: _____
- d. Value per share of common stock:

Par	\$	_____
Book	\$	_____
Market	\$	_____

Limited Liability Company Date formed: 04/16/2010 State of formation: California

List the name, title and address of members who own ten percent (10%) or more of the company:

Bryant Sparkman

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

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

Joint Venture Date formed: _____

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

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

- Yes No

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

2. In the past five (5) years, has your firm been denied bonding?

- Yes No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

- Yes No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

- Yes No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

- Yes No

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

6. Are there any claims, liens or judgements that are outstanding against your firm?

- Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: _____

Point of Contact: _____

Address: _____

Phone Number: _____

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

- 9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

- 1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

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

- 3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

If Yes, use Attachment A to explain specific circumstances.

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

Yes No

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

- 7. Performance References:

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

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City & County of San Francisco, Office of Economic and Workforce Development

Contact Name and Phone Number: Anne Taupier, 415-554-6614
Contact Email: ann.taupier@sfgov.org
Address: 1 Dr. Carlton B. Goodlett Place, Room 448, San Francisco, CA 94102
Contract Date: September 15, 2014
Contract Amount: \$ 750,000.00
Requirements of Contract: City Code Requirements

Company Name: Port of San Francisco
Contact Name and Phone Number: Brad Bendon, 415-274-0498
Contact Email: brad.benson@sport.com
Address: Pier 1 The Embarcadero, San Francisco, CA 94111
Contract Date: October 18, 2016
Contract Amount: \$ 400,000.00
Requirements of Contract: City Code Requirements

Company Name: City of Oakland
Contact Name and Phone Number: Elizabeth A. Lake, (510) 238-6654
Contact Email: elake@oaklandca.gov
Address: 250 Frank Ogawa Plaza 5th Floor, Oakland, CA 94612
Contract Date: February 16, 2015
Contract Amount: \$ 500,000.00
Requirements of Contract: City Code Requirements

G. COMPLIANCE:

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY:

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

Yes No

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

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

Yes No

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

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

Yes No

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

- 4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

- 1. Are you a local business with a physical address within the County of San Diego?

Yes No CityWorks, sub-consultant, is based in San Diego

- 2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No CityWorks, sub-consultant, is a registered SLBE.

Certification # 14CW1193

- 3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

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

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: City Works People + Places, Inc.

Address: 1526 India St Suite E, San Diego, CA 92101

Contact Name: Laura Warner Phone: (619) 238-9091 Email: Laura.Warner@cityworks.biz

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: Review developer proposals, project history, community engagement

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

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

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Bryant Sparkman, President & Managing Principal

DocuSigned by:
Bryant Sparkman
8F49E7546D88462...

4/26/24

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

CityWorks People + Places, Inc. is certified as a Small and Local Business Enterprise by the City of San Diego. Certification #: 14CW1193

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

Bryant Sparkman, President & Managing
Principal

Print Name, Title

DocuSigned by:

Bryant Sparkman

Signature

4/26/24

Date

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

CityWorks People + Places, Inc.

Emerging Local Business Enterprise (ELBE)

Professional Services

(NAICS: 541820, 541810, 541613, 541430, 541310)

Certification Number: 14CW1193

Effective: 2/24/2023 - 2/24/2025

A handwritten signature in blue ink, appearing to be 'C. Silva', is positioned above a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Century Urban, LLC

Certified By Bryant Sparkman Title President & Managing Principal

DocuSigned by: Bryant Sparkman Name
 Date 4/25/24
 Signature



EQUAL OPPORTUNITY CONTRACTING (EOC)

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

BB. WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

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

Name of Company: Century Urban, LLC

ADA/DBA: Century | Urban

Address (Corporate Headquarters, where applicable): 235 Montgomery Street, Suite 629

City: San Francisco County: San Francisco State: CA Zip: 94104

Telephone Number: 415-786-2675 Fax Number: _____

Name of Company CEO: Bryant Sparkman

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

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: bsparkman@centuryurban.com

Type of Business: Real Estate Advisory Type of License: _____

The Company has appointed: Bryant Sparkman

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: 235 Montgomery Street, Suite 629

Telephone Number: 415-786-2675 Fax Number: _____ Email: bsparkman@centuryurban.com

- 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 Century Urban, LLC

(Firm Name)

San Francisco, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 25th day of April, 2024

DocuSigned by:

Bryant Sparkman

(Authorized Signature)

Bryant Sparkman

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Century Urban, LLC DATE: 4/25/24

OFFICE(S) or BRANCH(ES): San Francisco COUNTY: San Francisco

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

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

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

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

Grand Total All Employees 8

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

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

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

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

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

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

Grand Total All Employees

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

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



Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. 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 county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

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

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community
and Social Service Specialists
Entertainers and Performers, Sports and Related
Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School
Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching,
and Distributing Workers
Other Education, Training, and Library
Occupations
Other Office and Administrative Support
Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support
Workers

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

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

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst
Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

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

Glaziers

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners

TAB B - Executive Summary and Responses to Specifications



Century | Urban

Request for Proposal

As-Needed Economic/Financial

Analysis Consulting Services

Solicitation No. 10090134-24-P

City of San Diego

RFP Response

RFP Response

February 21, 2024

April 26, 2024

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PROJECT APPROACH	18
FIRM REFERENCES	21
PRICING SCHEDULE	22



EXECUTIVE SUMMARY

Century | Urban is a privately held, real estate investment, advisory and asset management company founded in 2010 with a commitment to excellence, integrity and attention to detail in every aspect of its work. Century | Urban is comprised of real estate professionals with expertise in developer solicitation processes, development of strategies to meet & exceed client goals and objectives, analyzing & negotiating proposals, investment underwriting, affordable housing, real estate development, public-private partnerships, economic project feasibility, and optimizing real estate holdings. Century | Urban has a demonstrated and proven track record of delivering value and results to over twenty-five public agencies throughout California.

Century | Urban is currently a real estate advisor to the City & County of San Francisco; the City of San Jose; the City of Oakland; the City of Berkeley; UC College of the Law, San Francisco; UC San Francisco; among many other institutions. As an advisor to these public agencies, the firm prepares economic feasibility analyses, evaluates surplus lands, and develops disposition strategies to maximize community benefits such as affordable housing, produces pro forma underwriting models to evaluate alternative development scenarios and financing strategies such as through Enhanced Infrastructure Financing Districts, reviews and evaluates developer RFQ & RFP proposals, and performs financial analysis to support successful implementation of public-private partnerships to meet client goals & objectives.

Century | Urban is pleased to partner with CityWorks People + Places, Inc. (“CityWorks”) who is a Small Local Business Enterprise (“SLBE”) and is a multi-disciplinary team specializing in community engagement, planning, and design headquartered in San Diego. CityWorks will assist in the preparation of solicitation materials and review of developer proposals to advise City staff and the City Council on the history, issues, and challenges associated with proposed real estate transactions. The CityWorks team will be led by Laura Warner, Principal Architect & Design Partner, and Noell Cain, Senior Designer and Drafter.

Our team has extensive experience in affordable housing development and the calibration of community benefits, having worked with many public agencies with a proven track record of delivering results in an inclusive, collaborative and equitable manner. Our multidisciplinary and holistic team of experienced, qualified and capable professionals with direct experience in real estate development and community engagement in the City of San Diego (the “City”) and will provide unparalleled expertise to effectively manage all aspects of the scope of services described in the Request for Proposals (“RFP”).

Firm Expertise

- Developer solicitation process
- Analyzing and negotiating proposals
- Investment underwriting
- Economic project feasibility analysis
- Affordable housing structuring and feasibility
- Enhanced Infrastructure Financing Districts



FIRM QUALIFICATIONS

Century | Urban provides third-party economic and feasibility analysis, transaction structuring, asset management, project oversight and acquisition services to public agencies, private developers, non-profits and private property owners. Century | Urban is currently a real estate advisor to the City of San Jose; the City & County of San Francisco; the City of Oakland the City of Berkeley; the City of Vallejo; UC College of the Law, San Francisco; UC San Francisco; among many other institutions. As advisors to these public agencies, our firm specializes in economic feasibility analyses, surplus land evaluation, structuring of ground leases and devising disposition strategies that maximize community benefits, particularly affordable housing. We develop pro forma underwriting models for assessing diverse development scenarios and prototypes, evaluate developer RFQ & RFP proposals, and conduct financial analyses supporting successful public-private partnerships to achieve client objectives.

The firm's principals have in-depth real estate underwriting and capital markets knowledge from having worked with leading real estate private equity funds. In addition, they have played key roles in advising on the development and redevelopment of rental apartments and for-sale residential condominiums with leading developers such as Tishman Speyer, The Related Companies and Brookfield. These projects include Mission Rock, Pier 70, the Academe at 198 McAllister, and the Hotel and Residences at LA Live, among others.

In addition, as one of the most active firms in evaluating large-scale development projects, Century | Urban has access to the development budgets and operating pro formas for recently proposed projects in all major property types along with direct asset management experience. The firm has longstanding and seasoned relationships with developers, property managers, cost estimators and general contractors that affords access to "real time" development cost and operating information. Century | Urban maintains an extensive database documenting land costs, construction costs, rents and operating expenses by major property types. This database, coupled with the firm's market knowledge and direct experience, provides it with the expertise to effectively evaluate developer proposals.

Century | Urban has extensive experience working with public entities in evaluating economic feasibility and providing strategic guidance on development proposals. Provided below are brief examples of the firm's work with public agencies on as-needed economic financial analysis consulting engagements.



City & County of San Francisco, Office of Economic & Workforce Development

Since January 2015, Century | Urban has provided real estate analysis services to the City and County of San Francisco, Office of Economic and Workforce Development ("OEWD") on a variety of projects including economic feasibility, developer negotiation support, general financial and strategic assistance, and affordable housing analysis. Among the projects

Century | Urban has or is in the process of completing on behalf of OEWD are the Moscone Garage site, India Basin, Balboa Reservoir, Potrero Power Plant, the Western Addition Sites, and



the Schlage Lock development site. Century | Urban's role includes the preparation of complex economic and underwriting analysis to review asset and portfolio level feasibility along with calibration of public benefits; evaluating development proposals (including developer qualifications) and third-party market and economic feasibility studies; and evaluating financing strategies such as public-private partnerships, tax credit equity, etc.



The Port of San Francisco

Century | Urban acts as a strategic real estate economic consultant to the Port of San Francisco ("the Port") and the City & County of San Francisco on the proposed master-planned, mixed-used development project known as Pier 70 in the Dogpatch sub-market of San Francisco, California. The Pier 70 project is planned to include up to two million square feet of office space, 1,000 to 2,000 residential units, 400,000 square feet of retail and innovation/placemaking space, and up to 2,200 parking spaces in two district parking garages. Century | Urban provides real estate analysis services including, but not limited to, project level underwriting, financial structuring, project feasibility, and attendant negotiations of the public-private-partnership with the master developer. Century | Urban's services include analyzing the financial performance of residential, commercial, and innovation/place-making uses, as well as district parking garages, which are to be constructed to serve commercial buildings and the general public, and evaluating public and private financing options to evaluate the economic implications to the master developer and corresponding public benefits to the Port and City.



San Francisco
Water
Power
Sewer

San Francisco Public Utilities Commission

Century | Urban provides as-needed real estate consulting services to the San Francisco Public Utilities Commission ("SFPUC") on a variety of projects including economic feasibility, developer negotiation support and general financial and strategic assistance. Century | Urban's current work involves evaluating surplus land and developing a disposition strategy to monetize surplus land holdings. Century | Urban has also assisted the SFPUC in evaluating acquisition opportunities to meet its long-term needs.



City of Oakland, Economic & Workforce Development

Since March 2015, Century | Urban has provided strategic real estate advisory services to the City of Oakland. Century | Urban provides on-call economic consulting services and has assisted the city with evaluating the potential redevelopment of an existing parking lot for use as a public library and housing including an affordable housing component, reviewing and analyzing financial documents for the MacArthur BART Transit Village project, the 23rd & Webster project, the UrbanCore project, the Key Systems Building project and the Ice Kings



project. Our work also includes the Howard Terminal site, a formerly proposed new master-planned development in Jack London Square sponsored by the Oakland Athletics. Century | Urban's role involved preparing a financial feasibility analysis, fiscal and economic impact analysis and attendant negotiations of the public-private-partnership with the master developer. Century | Urban also advised the city on the Fruitvale Transit Village Phase II project, which consists of 275 residential units in two phases, a mixed-income phase and a market-rate phase. Century | Urban's services include reviewing and auditing the project pro forma provided by the project developer and assisting the City with structuring a lease disposition and development agreement with the project developer. Provided on the following pages are project summaries demonstrating Century | Urban's work with California public agencies.

The following pages showcase completed and ongoing projects, where Century | Urban has provided consulting expertise on behalf of public agencies and private entities.



PIER 70 MIXED-USE DEVELOPMENT
 SAN FRANCISCO, CALIFORNIA



Contact

Brad Benson
 Waterfront Resilience Program
 Director
 Pier 1, The Embarcadero
 San Francisco, CA 94111
 (415) 274.0498
 brad.benson@sfport.com

Key Staff

Leo Ma
 Griselda Blackburn

Century | Urban acts as the strategic real estate development and financial advisor in regard to the mixed-used development project known as Pier 70 in the Dogpatch sub-market of San Francisco, California. Century | Urban plays an active role with regard to development support related services including, but not limited to, project level underwriting, financial structuring, financing plan, project feasibility, and attendant negotiations of the public-private-partnership with the master developer. Its services include:

- Analyzing the financial performance of residential and commercial projects.
- Evaluating and implementing public and private financing options including tax increment financing through an Infrastructure Financing District for funding of horizontal infrastructure and public benefits.
- Preparing an Infrastructure Financing Plan (“IFP”) for three sub-project areas within the master-planned project as well as an IFP for a separate project area financed through an Infrastructure and Revitalization Financing District.



**MISSION ROCK
MIXED-USE
DEVELOPMENT**
SAN FRANCISCO, CALIFORNIA



TISHMAN SPEYER



Century | Urban acts as the strategic development, financial and entitlement advisor to the San Francisco Giants and Tishman Speyer on the mixed-used development project known as Mission Rock, located south of Oracle Park in San Francisco’s Mission Bay neighborhood. The project is an inclusive community that combines an imaginative array of shops and cafes; a launchpad for local makers and creators; and innovative workplaces, affordable and market-rate homes, and social amenities.

Century | Urban’s role includes:

- Project-level underwriting, calibration of public benefits, affordable housing, financial structuring, assessing economic feasibility, and negotiating public-private partnership with key stakeholders.
- Economic and entitlement support with project architects, engineers, general contractors and other consultants to maximize project economics and meaningful community benefits.
- Preparing IFD horizontal financing plan to fund horizontal project improvements through utilization of land-secured CFD Mello Roos Bonds, pre-paid ground leases and tax increment financing.

Key Staff

Bryant Sparkman
Leo Ma



Project Sponsor	San Francisco Giants & Tishman Speyer
Site Area	28 acres
Parks & Open Space	8 acres
Development	3.5 million SF
Project Phases	4 separate phases
Development Parcels	11 separate projects & Pier 48
Office	1.8 million SF
Residential	1,500 units
Retail	250,000 SF
Entitlements	2013 to 2019
Construction	2020 to 2027



CAMPUS HOUSING & ACADEMIC FACILITY DEVELOPMENT
 SAN FRANCISCO, CALIFORNIA



Contact

UC Law San Francisco
 David Seward, Chief Financial Officer
 200 McAllister St
 San Francisco, CA 94102
 sewaridd@uclawsf.edu
 (415) 565-4710

Key Staff

Bryant Sparkman
 Leo Ma
 Jon Knorpp

Century | Urban acts as the primary strategic economic and development consultant for the development of new campus housing and academic facilities on UC College of the Law, San Francisco’s (“UC Law”, formerly UC Hastings). The goal is to entitle, design, finance identified projects, select third-party developers and negotiate public-private partnerships. Century | Urban provides strategic economic analysis and underwriting support regarding public and private financing options and new development associated with the repositioning of a historic tower at 100 McAllister and the recently completed mixed-use academic and campus housing project at 198 McAllister. Century | Urban played a key role in the developer selection process including:

- Execution of an RFQ and RFP process for the 198 McAllister project including developer interviews and selection of a third-party private developer, Greystar. Efforts led to UC Law successfully entered into a development agreement to construct the project on a ground lease and culminating in a successful tax-exempt bond offering in 2020.
- Supporting project management, assessing asset level financing strategies, reviewing programmatic options, preparing pro forma analysis, financial structuring, and attendant negotiations.



CityWorks Qualifications

With a passion for quality place making and stakeholder engagement, the CityWorks' multi-disciplinary team of architects, urban planners and stakeholder engagement practitioners effectively delivers services for major land use planning, transportation, and water and energy projects. Specific to the City of San Diego, the firm has over 20 years of experience supporting City staff in most departments. As a result, its team has the relationships in place and knowledge of city operations needed to successfully deliver City projects and programs. The firm's office is located near the existing Civic Center and City Operations Building, furthering its investment in and commitment to the City's success.

Architect and Design Partner, Laura Warner, leads the design team for urban planning and architectural services for downtown districts, civic projects and transit-oriented developments. The team provides services to help cities effectively prepare developer RFQ/Ps that elicit the best proposals by crafting design criteria that clearly guides development teams to meet city goals. This criteria, along with the team's expert evaluation of development teams' conceptual design submittals, streamlines the selection process and results in better designed and more functional projects. Additionally, CityWorks is skilled at supporting economic feasibility studies with conceptual design options.

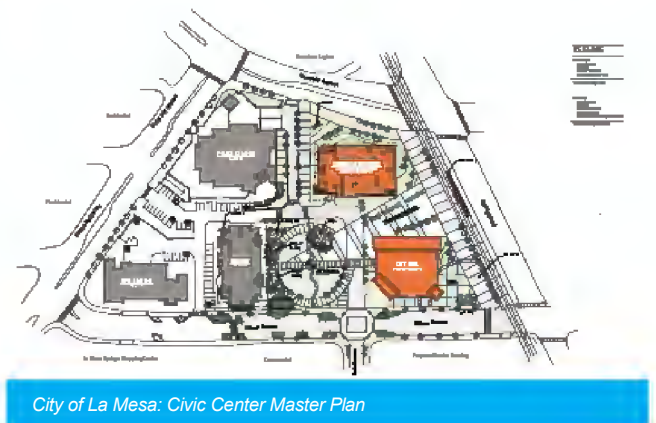


The firm's approach to engagement and communications services integrates the principles of the International Association of Public Participation (IAP2). Engagement Partner, Catherine Smith, an IAP2 certified practitioner and trainer, leads the CityWorks team to design and implement engagement and communication services that build trust and cultivate relationships with a broad range of stakeholders. Communication and engagement strategies are planned out and integrated with the phases of project and program tasks led by the primes that CityWorks support and for the projects of its in-house team of architects and planners.

CityWorks Relevant Projects

Design and Stakeholder Engagement Services

- **City of El Cajon / Downtown Specific Plan:** Urban Planning, Downtown Design Guidelines, Design Criteria for Developer Proposals, Developer RFQ/Ps Preparation Support, Review of City Capital Projects and Developer Proposals
- **City of National City / Harbor District Master Plan*:** Urban Planning, District Design Guidelines, Design Criteria for Developer Proposals, Developer RFQ/Ps Preparation Support, Review of Developer Projects
- **City of La Mesa / Civic Center Master Plan*:** Urban Planning and Feasibility Analysis
- **City of San Diego / Pure Water Program North City* Advanced Water Treatment Plant*:** Architecture and Site Planning / 56,000 SF Operations and Maintenance Building and 7 Process Buildings and Water Reclamation Plant / Renovation Architecture and Site Planning
- **City of San Diego / Midway, Pacific Highway Revitalization Plan:** Urban Planning and Stakeholder Engagement
- **City of San Diego / Downtown Partnership C Street:** Steps to Success Urban Planning and Multi-Jurisdictional Stakeholder Engagement
- **San Diego County Airport Authority* Interior Design and Retail Master Plan, Airport Master Plan and EIR, Feasibility Study:** Teledyne Ryan Site
- **City of Oceanside / SPRINTER Stations Transit-oriented Development Study:** 7 Station Sites Urban Planning and Stakeholder Engagement



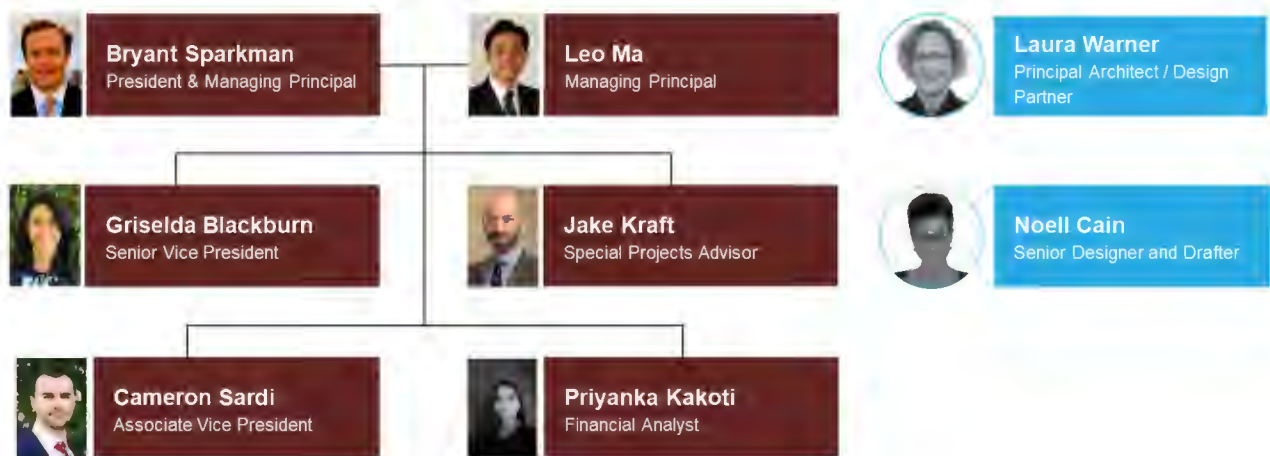
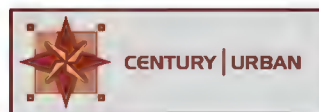
**Subconsultant / All Other Projects CityWorks Primed*

KEY PERSONNEL

Century | Urban will serve as the prime and/or lead for this engagement and has partnered with CityWorks. As the lead, Century | Urban will oversee the scope and budget to ensure team members have all relevant information, a clear understanding of the scope and deliverable timelines and are working within their budgetary constraints.

Century | Urban uses a team approach for meeting facilitation managed by the principal-in-charge to ensure adherence to the project objectives and schedule. Bryant Sparkman will prepare detailed meeting agendas to guide the conversation and to facilitate active two-way communication amongst the client and project team. Upon receiving a notice to proceed, Century | Urban will prepare a detailed work plan outlining the tasks to be completed, the timeline for completing each task and the staff. Century | Urban generally works independently to complete assignments but maintains regular collaborative communication with its clients to obtain feedback and provide status updates. Century | Urban believes timely and consistent communication is key to the successful completion of a project. The project schedule will include milestones for delivery of draft and final project deliverables as well as dates for meetings with City staff to present and review progress and obtain feedback. These processes ensure that the team can work through any potential challenges in a timely manner to avoid any impact on the project schedule or budget.

The proposed consultant team will include individuals from Century | Urban and CityWorks. The Century | Urban team will be led by Bryant Sparkman, President & Managing Principal, with additional project leadership from Leo Ma, Managing Principal, Griselda Blackburn, Senior Vice President, Jake Kraft, Special Projects Advisor, Cameron Sardi, Associate Vice President, and Priyanka Kakoti, Financial Analyst. The CityWorks team will be led by Laura Warner, Principal Architect, with additional support from, and Noell Cain, Senior Designer and Drafter.





BRYANT SPARKMAN

PRESIDENT & MANAGING PRINCIPAL

Current Responsibilities

Bryant Sparkman is the President & Managing Principal at Century | Urban, a leading real estate investment, advisory and asset management firm headquartered in San Francisco. He provides strategic real estate investment and advisory services to third-party clients, including economic analysis, transaction structuring, establishment of public-private-partnerships, and acquisition-related services to enhance and preserve long-term generational value for Century | Urban clients.

Experience

Advisory, development, and institutional asset management experience encompassing a wide range of property types, including office buildings, industrial buildings, market-rate apartments and affordable housing, full-service hotels, and large-scale mixed-use projects such as the landmark Hotel and Residences at L.A. Live in downtown Los Angeles. Prior to founding Century | Urban, Bryant was Vice President, Investments in the urban investment group of MacFarlane Partners, where he originated investments and oversaw multiple development and redevelopment projects and helped deploy \$500 million of equity capital for acquisitions and ground-up development projects with leading real estate operating and development companies as Related Companies, TMG Partners, Forest City Enterprises and Anschutz Entertainment Group.

Areas of Specialization

Public-Private Partnerships

- Mission Rock mixed-used project with the San Francisco Giants and Tishman Speyer in San Francisco;
- Entitlement, economic analysis and development advisor for UC College of the Law, San Francisco on 654 unit campus housing and academic facility;
- Strategic real estate advisor on Larkspur Landing mixed-use development for Ross Valley Sanitary District.

Infrastructure and Public Facility Finance

- Develop financing plans for new developments to fund infrastructure costs and affordable housing; Includes Infrastructure Financing Districts (IFDs), Community Facility Districts (CFDs and P3s).

Relevant Experience

- 25 years of real estate experience
- Advisory services on over \$5 billion of real estate
- Successfully negotiated Mission Rock P3 with San Francisco Giants
- Successfully leads entitlement efforts throughout the Bay Area
- Direct Bay Area Office, Industrial & R&D asset management experience at 160 West Santa Clara and 91 E. Tasman Drive

Education and Affiliations

- Member, UC Berkeley's Fisher Center for Real Estate & Urban Economics Policy Advisory Board & Lambda Alpha International
- ULI San Francisco Executive Committee since 2005, founded ULI Residential Local Product Council
- Former Co-President of SHN Theatres' board of directors
- Graduated cum laude from USC with a bachelor's in business administration, concentrating in finance and entrepreneurship





LEO MA

MANAGING PRINCIPAL

Current Responsibilities

Leo Ma leads real estate advisory engagements with public and private clients, such as the Port of San Francisco and the City and County of San Francisco with regard to the 3-million-square-foot Pier 70 Waterfront Site development project in San Francisco. Leo has been involved in acquiring, developing, and managing billions of dollars of real estate.

Relevant Experience

- 25 years real estate experience
- Advised Port of San Francisco on Pier 70 Waterfront development
- Advised UC Law, San Francisco with developer selection and negotiation
- Leads Century | Urban work with City of San Jose

Education and Affiliations

- Licensed California architect
- ULI SF Commercial Local Product Council member
- UC Berkeley lecturer
- Presidio Knolls School Board of Trustees member (6 years)
- Member, Lambda Alpha International
- MBA from Yale School of Management, Master of Architecture and B.A. from UC Berkeley

Experience

Prior to Century | Urban, Leo served as Chief Financial Officer for Waypoint Homes, a leader in the emerging industry of single-family rental housing. Leo was also Executive Vice President, Investments of Kenwood Investments, where he worked on projects such as the master-planned redevelopment of a 400-acre former naval base on San Francisco's Treasure Island. Prior to Kenwood, Leo was Vice President, Investments in for MacFarlane Partners, where he underwrote and managed investments in more than \$3 billion in development projects and served as Associate Vice President, Finance with Catellus Development, working on large-scale, master-planned projects such as the 303-acre Mission Bay project in San Francisco.

Areas of Specialization

Mixed-Use Development

- Evaluate feasibility of mixed-use developments for Bay Area public agencies.
- Experience includes the Waterfront Ballpark District and Dogpatch Power Station.

Economic Development

- Assist public agencies with evaluating the potential for new in-fill and mixed-use development to generate economic development including implementation and strategies for public-private partnerships. Assist in developer selection and negotiation.
- Experience includes Potrero Bus Yard Modernization Project, Balboa Reservoir and Pier 70 Waterfront Site.





GRISELDA BLACKBURN

SENIOR VICE PRESIDENT

Current Responsibilities

Griselda primarily serves Century | Urban's public agency clients including the City of San Jose, City & County of San Francisco, the City of Oakland and the San Francisco Public Utilities Commission among others. Her expertise is in economic analysis and residential development underwriting including affordable housing and mixed-income projects. She recently advised the City of Oakland on the Waterfront Ballpark District project to evaluate project feasibility, estimate fiscal impacts of the proposed development, analyze public financing strategies and assist the City of Oakland with calibrating community benefits including a substantial affordable housing proposal.

Relevant Experience

- 15 years real estate experience
- Advised the City and County of San Francisco on 749 Toland Project with Prologis
- Affordable housing financial analysis and gap analysis
- Enhanced Infrastructure Financing District economic analysis

Education and Affiliations

- Member, ULISF
- Bachelor in environmental economics from UC Berkeley
- Masters degree in finance and economics from the University of Texas, Austin

Experience

She previously served as Vice President and Assistant Portfolio Manager for BlackRock, Inc. Her responsibilities included developing the fund investment strategy, authoring private placement memoranda and performing initial underwriting. Griselda also served as a Vice President for Montague DeRose, a public finance advisory firm serving the State of California and various Bay Area municipal issuers.

Areas of Specialization

Mixed Use Financial Analysis

- Evaluate financial feasibility of large master planned developments including residential, office, industrial and hotel uses.
- Experience includes the Waterfront Ballpark District, Dogpatch Power Station and Balboa Reservoir.

Affordable Housing

- Project feasibility and calibration of affordable housing community benefits.
- Currently advising two affordable housing funds that provide pre-development loans and permanent financing to affordable housing projects within California. Includes project underwriting and gap analysis.





Laura Warner, AIA

CEO, Principal Architect, Design Partner



Qualifications

As Founding Design Partner and Architect, Laura leads the firm's architecture, urban planning, and graphic design services. She has 30 years of experience in the profession, managing projects that range from the urban planning of downtown districts; development of design criteria and guidelines; and review of development proposals; to architectural design of commercial, governmental and institutional projects.

In collaboration with her Partner, Catherine Smith, she helps lead a multi-disciplinary team that has become known for its ability to effectively engage stakeholders in the design process. Laura's commitment to leading her team to listen and incorporate stakeholder input into project designs results in broad stakeholder support and client satisfaction.

Most recently, she led the team to design the pioneering City of San Diego Pure Water Advanced Treatment Plant's Operations and Maintenance building and its campus of process buildings. Designed as the face of the Pure Water Program, its Operations and Maintenance Building expresses the program's clean and technologically advanced water delivery method.

She has built relationships across the San Diego region by providing trusted design services to the City and County of San Diego, SANDAG, Caltrans, MTS, NCTD, San Diego County Regional Airport Authority, various cities, UCSD, and SDG&E. Clients and communities have come to depend on Laura to deliver design solutions that integrate client and community priorities for environments that are memorable and pleasurable places to be; address equity; are sustainable; and technologically advanced. As a result, a broad base of clients rely on her skills and integrity to efficiently bring their projects from

Relevant Experience

City of San Diego / Downtown Partnership; C Street: Steps to Success Plan
Urban Planning and Stakeholder Engagement

City of San Diego / Public Utilities Department
Pure Water Program / North City: New Advanced Water Purification Plant / Water Reclamation Plant
Renovation Architecture and Site Planning

City of El Cajon / Downtown El Cajon, CDC Downtown Specific Plan and Design Guidelines
Urban Planning and Stakeholder Engagement Review of Developer and Public Facility Proposals
Conceptual Site Plan Options for Proposed Developments

City of National City / Harbor District
Master Plan and Design Guidelines
Urban Planning and Review of Developer Proposals

License

Architecture License / CA: 22632
State of California, 1991–Current

Education

B.A. Architecture
University of California, Berkeley, 1985

Professional Affiliations

San Diego Architectural Foundation
Executive Board Member
Orchids & Onions Program 2018 & 2019 /
Co-Chair
Urban Land Institute, Board Member





Noell Cain

Senior Designer and Drafter

CityWorks

Qualifications

Energetic, creative and ready for a challenge, Noell brings extensive design expertise to all our client's projects. She quickly grasps the intent of architectural and engineering drawings and can efficiently turn them into easy to understand illustrative renderings and information graphics.

Currently, Noell is supporting the County of San Diego for several large infrastructure roadway projects including those for the Bradley / SR-67 road and bridge improvements, the Quarry Road grade separation project and the Presioca sidewalk improvement project. For these projects she reviewed engineering drawings and used them as a base to produce site plans, sections, and a reference for visual simulations of planned improvements. She is also leading our team to leverage AI technology, increasing our team's efficiency in preparing visual simulations.

For information graphics, Noell expertly handles technical data to create schedules, graphs and other visuals. This includes work for the County of San Diego projects with project schedules and phasing diagrams. For the Main San Gabriel Basin Water Master and the "Waters That Connect us Campaign" she creates clear and visually compelling information graphics about basin water levels, the water cycle and drought conditions.

Relevant Experience

County of San Diego Department of Public Works
Bradley / SR67 Roadway and Bridge Project
Quarry Road Grade Separation
Presioca Sidewalk Project
Plans, Visual Simulations and Information Graphics

SDG&E and Jurisdictional Partners Utilities Undergrounding Program
Mapping, Information Graphics and Graphic Design for Construction Outreach

Main San Gabriel Basin Watermaster "The Waters That Connect Us" Campaign
Graphic Design and Information Graphics

Education

Bachelor of Fine Arts
University of Redlands
Redlands, California, 2008

PROJECT APPROACH

As noted above, the Century | Urban team will be led by Bryant Sparkman with support from the firm's real estate professionals. Each assignment will be staffed based on the specific needs of the City. The firm does not take on engagements without first ensuring that it has the resources and capacity to fulfill the requirements of the client or project.

Following the selection of the project team, Bryant will develop a detailed work plan identifying the specific tasks to be completed by each individual along with a corresponding scope and budget. Century | Urban generally works independently to complete assignments but maintains regular communication with its client to obtain feedback and provide status updates.

The actual work plan and approach to be utilized by Century | Urban will depend on the service area requested and the specific requirements of the project. However, Century | Urban will utilize a similar overall approach for each project that includes a kick-off meeting to identify the scope and City desired priorities, an analysis to evaluate the potential outcomes from the identified priorities, coordination and discussion with relevant parties, a report to summarize the analysis and outcomes and support as may be needed to execute on the preferred City approach. Century | Urban will work closely with City staff throughout each engagement to obtain feedback and ensure that its work is consistent with the City's goals.

Provided below is an example of a workplan related to a new development project of City-owned land.

Task 1: Kick-off Meeting

Following a notice to proceed on a specific real estate development project, Century | Urban will schedule a "kick-off" call with City staff. The purpose of the initial call will be to confirm Century | Urban's understanding of the project priorities, deadlines, requirements, and deliverables and to determine the extent of any existing project information that the City team may have. Based on this initial meeting and review of the project information provided by the City team, Century | Urban will develop a detailed work plan identifying the specific tasks to be completed by each individual and a timeline for completing each task. A work plan including a refined and updated schedule will be provided to the City project team shortly following the start of the engagement.

Task 2: Identify City Priorities and Prepare Options Matrix

Working with the City project team, Century | Urban will confirm the City's priorities for the development site. This can include specific community benefits such as open space and affordable housing or economic and fiscal benefits such as land proceeds, jobs and tax revenue. The goals and tasks to be undertaken include:

- Obtain a clear understanding of the City and other stakeholders goals and requirements;
- Review prior community planning efforts;
- Review site specific goals such as a conceptual development program;

- Review desired public benefits;

After completing the above tasks, Century | Urban will prepare a matrix that identifies the specific goals and requirements the City is seeking in order of priority. Century | Urban will review the matrix with the City team for additional feedback. Once the City team has confirmed the priorities and requirements for the project, Century | Urban will prepare a list of up to three potential development scenarios.

Task 3: Economic Analysis

Century | Urban will perform an economic analysis for each development scenario. The economic analysis will be designed to answer two primary questions: 1) will the proposed development scenario result in a feasible project in today's (or a foreseeable future) development market without the inclusion of additional public benefits? 2) What is the maximum level of public benefits that the City could achieve while still maintaining feasibility of development? Based on the direction by the City team regarding its public benefit goals, Century | Urban will evaluate what level of subsidy, if any, may be needed to achieve economic feasibility.

Century | Urban has comprehensive and unparalleled financial pro forma modeling skills and expertise, and in-depth knowledge of real estate underwriting practices particularly with regard to market-rate and affordable multi-unit housing. Century | Urban will create pro formas for each development scenario to evaluate the feasibility of each based on current market conditions. The pro formas will be sufficiently detailed to evaluate project-level returns and allow for sensitivities for varying levels and types of public benefits. Each pro forma will include a development budget and operating cash flow projections for a minimum of 15 years.

Century | Urban will prepare a sources and uses schedule to identify any funding gaps. The sources and uses schedule will include typical funding sources for the type of project proposed. Funding gaps for market rate projects will be estimated by solving to a target developer return for similar projects, typically a return-on-cost for rental projects or profit margin for for-sale projects. The funding gap for 100% affordable housing projects will be estimated by calculating the amount of permanent financing supported by the proposed project and layering in typical state and federal funding sources based on a review of subsidies received by similar projects in and near the City. Once the potential funding gaps have been identified, Century | Urban will evaluate alternative funding sources, which may include other state or federal grants and loans, tax increment financing, land contributions, monetization of surplus land, and other financing mechanisms that may be of interest to the City.

In addition, Century | Urban can assist the City team in evaluating potential transaction structures including key considerations for each option. Potential transaction structures can include a public-private partnership with a developer through a ground lease or a fee-simple sale of a given site. Depending on the preferred transaction structure, Century | Urban can perform economic analysis to determine the value of the site to the City in terms of ground rent potential or land value.



Task 4: Draft Report

Following the completion of an economic analysis, Century | Urban will prepare a detailed report outlining its approach, methodology, data, underwriting assumptions and results of the analysis. The report will also include a summary of its research related to current market conditions and development activity in the City. Century | Urban will work collaboratively with City staff throughout each phase of the analysis to ensure it meets the City's needs and that the draft will adequately reflect the information needed for the City to make informed decisions. The draft report will be presented to City staff for initial feedback. Once any feedback has been incorporated into the draft report, Century | Urban will present the revised draft to other City staff and/or City Council as may be needed. At the request of City staff or City Council, Century | Urban will make additional revisions to the report before presenting its findings to other stakeholders. Century | Urban has prepared written reports related to economic analysis, fiscal impact analysis, impact fee studies and cost studies. Many of these reports have been presented before City Councils in public meetings.

Task 5: Transaction Structuring and Negotiation

Based on the real estate development and investment experience of its principals, Century | Urban is able to offer the perspectives of both a private real estate developer and an institutional real estate investor in conducting engagements for its public agency clients. This insight into private real estate development and investment contributes to the successful negotiation and structuring of transactions between public agency clients and private parties such as real estate developers and/or investors. As a result, Century | Urban assists clients with identifying transaction terms or structures, which may be inconsistent with the objectives of private real estate developers and/or investors, and finding alternative terms and conditions, which may be more consistent with these objectives while still being acceptable to its public agency clients. As a result, transactions are likely to proceed more smoothly and in a timelier manner.

As noted above, Century | Urban has served as a real estate economic consultant to the Port and City and County of San Francisco on the Pier 70 project since 2015 and was instrumental in negotiating a term sheet with the master developer. Century | Urban's work also contributed to finalizing land use/development programs, establishing an affordable housing program, and evaluating approaches for funding innovation/placemaking and parking uses, and culminated with approval of the project by the San Francisco Planning Commission and Board of Supervisors in November 2017 and the subsequent execution of the DDA and related transaction documents in May 2018. Development of the project is currently underway. In addition, Century | Urban assisted the SFPUC in its negotiations with the developer that was selected through the RFP/RFQ process related to the Balboa Reservoir project, interacting with the SFPUC, OEWD, and the developer regarding matters such as transaction structuring, project financing, affordable housing, and pro forma financial analysis.

Should the City wish to proceed with a solicitation process for development of a City-owned site, Century | Urban and CityWorks would assist in drafting the RFQ/RFP and scoring and reviewing developer proposals. Following selection of a developer/development teams, Century

| Urban would assist the City with negotiating the terms of the transaction which may involve an exclusive negotiation agreement, term sheet, ground lease and or disposition and development agreement. The firm has extensive experience in negotiating these types of legal agreements.

FIRM REFERENCES

References for clients for whom Century | Urban has performed similar work is provided in the Contractor Standards Pledge of Compliance form. Below is a representative list of clients that Century | Urban has assisted.



In addition, CityWorks has significant experience working on community engagement projects in the City of San Diego:

<ul style="list-style-type: none"> + City of San Diego: Real Estate Assets - Facilitation with tenants at Balboa Park + City of San Diego, WSP: Mobility Master Plan* + City of San Diego, As-needed Engineering* + City of San Diego / Downtown Partnership C Street: Steps to Success + City of San Diego: Mid-City/Pacific Highway Revitalization Plan + City of San Diego, "Waste No Water" Campaign + City of San Diego, Pure Water Program - North City* + City of San Diego: Pedestrian and Bike Master Plan* 	<ul style="list-style-type: none"> + City of El Cajon: Downtown Specific Plan, Design Guidelines and review of development proposals + City of National City: Harbor District Master Plan, Design Guidelines and review of developer proposals + City of Oceanside: SPRINTER Stations Transit-oriented Development Study - (7) Sites + SANDAG / MTS: Downtown San Diego*; Transit Center Store Design + San Diego County Airport Authority Interior Design and Retail Master Plan*; Airport Master Plan and EIR*; Various Tenant Concessions
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*Reflects projects where CityWorks was a sub-consultant

PRICING SCHEDULE

Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including sub participation.

Century | Urban bills on an hourly basis based on actual hours worked. An hourly fee schedule for all team members is provided below. Monthly invoices would be submitted to the City based on the following billable hourly rates.

Labor Classification	Position Title	Fully Burdened Hourly Rate
Century Urban		
Principal	Managing Principal	\$325.00
Project Manager	Senior Vice President	\$250.00
Project Manager	Special Projects Advisor	\$200.00
Project Manager	Financial Analyst	\$175.00
City Works		
Principal	Principal Architect and Planner	\$281.00
Project Manager	Senior Designer	\$136.00