

DATE: June 4, 2009

TO: Interested Vendor

FROM: Diana Ingersoll, P.E.
Deputy City Manager-Resource Management Services

SUBJECT: REQUEST FOR PROPOSALS (RFP) FOR WINDSHIELD
SURVEY SERVICES IN THE CITY OF SEASIDE

You are invited to submit a response to the Redevelopment Agency of the City of Seaside's Request for Proposals (RFP) for windshield survey services. Submissions are due to

Lisa Brinton, Redevelopment Project Manager
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

by 5:00 pm on Thursday, June 25, 2009

For further information, contact Lisa Brinton at (831) 899-6883 or via email at lbrinton@ci.seaside.ca.us. This document may also be downloaded from the City of Seaside website at: www.ci.seaside.ca.us.

Attachments:

Request for Proposal

**REQUEST FOR PROPOSALS (RFP)
FOR
FOR WINDSHIELD SURVEY SERVICES IN THE CITY OF SEASIDE**

1.0 INTRODUCTION

1.1 Summary of the Offering

The Redevelopment Agency of the City of Seaside (“Agency”) seeks proposals from qualified real property appraisal consultants/teams to estimate costs associated with the proposed acquisition of non-city owned parcels located in the footprint of a proposed library/parking structure mixed-use project (“Project”) in the City’s downtown core. The Project consists of the following components:

| | |
|--------------|--------------------------------------|
| Library | 20,000 square feet |
| Retail | 20,000 square feet |
| Residential | 80 units (senior/affordable housing) |
| Parking | up to 500 spaces |
| Public Plaza | 5,000 square feet |

The cost estimate will be based on information gathered from public record sources and visual inspection of properties. The primary objective of the windshield survey is to determine the financial feasibility of the Project.

The Agency will consider proposals from qualified consultant teams that demonstrate extensive experience working with the public sector on projects of similar size and scope. At least one member of the team must hold a California Office of Real Estate Appraisers (OREA) AG License in good standing and be a Member of the American Institute of Real Estate Appraisers (MAI). Also of importance is the team’s track record of delivering projects on-time and within budget.

The selected consultant and the Agency will enter into a standard two-party Contract Agreement for a not-to-exceed amount. Attachment A contains a copy of the Agency’s Consultant Agreement, which includes the standard terms and conditions and insurance requirements applicable to the performance of this work.

2.0 BACKGROUND

2.1 City of Seaside. Seaside overlooks the Monterey Bay on the Central Coast of California. Located in Monterey County, Seaside is approximately 115 miles south of San Francisco and is bordered by the cities of Monterey and Del Rey Oaks to the south, Sand City to the west and the former Fort Ord to the north and east. (See Exhibit 1: Regional Location Map, page 2) Seaside is an ethnically diverse community of 34,641 residents (California Department of Finance, 1/1/07) and is projected to grow to 39,100 with the 2004 General Plan build out.

Exhibit 1 Regional Location Map



The City of Seaside encompasses a total area of approximately nine square miles, 6.44 of which lies within the former Fort Ord military base. Seaside is well known for its relationship with Fort Ord, which the U. S. Army established in 1917. Between the 1940s and the 1970s, Fort Ord was a basic training center and later a staging area for units departing for World War II. Fort Ord became inactive in 1976 and officially closed in 1994. With the Base closure Seaside faces the opportunity and challenge of diversifying its economic base through the redevelopment of former Base lands and its downtown central business district.

2.2 West Broadway Urban Village. Since July 2007, the City of Seaside has been undergoing a comprehensive planning process to create a transit-oriented urban village covering forty (40) acres in the city's central business district. This area is referred to as the West Broadway Urban Village (WBUV). See Attachment B: WBUV Study Area Map. The WBUV Specific Plan proposes a pedestrian-friendly urban village that offers a mix of residential with ground-floor retail and commercial uses. The goal is to create a vibrant, revitalized downtown that will provide economic growth and stability through the creation of new businesses, jobs and tax revenues. The WBUV Specific Plan proposes four catalyst projects to support and spur development of the Urban Village:

- a public library/parking structure mixed-use development;
- a multi-modal transit station;
- a hotel/conference center; and
- a multi-family residential project.

Approval of the Specific Plan and certification of the corresponding Program EIR is anticipated late summer 2009. The draft Specific Plan and other information regarding the West Broadway Urban Village can be found at www.broadwayurbanvillage.com.

3.0 CITY/AGENCY GOALS AND OBJECTIVES

In 2008, the City Council reaffirmed its primary goal of establishing and maintaining a diverse and stable fiscal and economic base. The development of the WBUV is one of the strategic objectives listed toward achieving this goal with the proposed public library/parking structure identified as a priority project.

The Agency plans to work with a private developer, with due consideration to qualified developers who already own property in the proposed footprint, to build the Project. Since the City/Agency does not own all properties within the Project footprint, the first step is to estimate costs associated with the proposed acquisition of the non-city owned parcels. These associated costs will determine the Project's financial feasibility and will guide the creation of a project development plan to market to private developers.

4.0 SITE LOCATION AND CHARACTERISTICS

The proposed library/parking structure project footprint is centrally located along West Broadway Avenue in the block bordered by Olympia Avenue to the north, Broadway Avenue to the south, Hillsdale Street to the west and Alhambra Street to the east. The footprint is rectangular in shape and consists of approximately 2 acres.

Exhibit 2 WBUV Proposed Public Library/Parking Structure Footprint



The Project footprint is comprised of both publicly owned and privately owned parcels. The City owns three parcels totaling .9 acre along Olympia Avenue. These parcels are the location of the City's Public Works Corporation Yard. The City plans to relocate the Corporation yard to an identified site on the former Fort Ord. Six privately owned commercial properties front Broadway Avenue and are predominantly one-and two story structures constructed in the 1960's and 70's.

The privately owned parcels within the Project footprint are currently zoned Downtown Commercial (CD). The CD zone is intended to accommodate ground floor retail stores, restaurants, and entertainment uses, with upper floor residential and offices. The maximum floor area ratio (FAR) is two (2). Land use and density requirements will change with the adoption of the WBUV Specific Plan Fall 2009.

The WBUV Specific Plan proposes a land use designation of Mixed Use (MX) which is intended to accommodate a well-integrated mix of high density residential, commercial, office and civic uses. The maximum floor area ratio (FAR) is three (3). Proposed housing densities range from 30 to 60 dwelling units per gross acre.

Topographically, the Project footprint is level. A Phase I Environmental Site Assessment of the Project footprint was prepared as part of the WBUV planning process. In addition program level Hazards and Hazardous Materials and Geology, Soils and Seismicity technical memos were prepared for the WBUV planning area. These technical documents are included as Appendices D, E and F to the WBUV draft Environmental Impact Report which will be available for review at www.broadwayurbanvillage.org in early June. No known floodplains, wetlands, endangered species, and/or archeological/historical sites were identified by the environmental document prepared for the West Broadway Urban Village Specific Plan.

5.0 SCOPE OF WORK

The scope of work consists of obtaining as much information as possible from public record sources and visual inspection of properties to estimate costs associated with the proposed acquisition of non-City owned parcels located in the Project footprint. Cost calculation is to include a preliminary estimate of real property values, potential goodwill loss claims, business relocation costs, residential relocation costs, and other related costs. Tasks under the Scope of Work must be completed within sixty (60) to ninety (90) days of contract award.

Tasks to include at least the following:

- Identify, inventory and map non-City owned parcels by street address, assessor's parcel number, and zoning designation.
- Identify, inventory and map all tenant-occupied and all owner-occupied properties.
- Identify each business located in the proposed project footprint, and document from public records the form of business (sole proprietorship, corporation, etc.) and ownership.
- Conduct reconnaissance of each business and provide a description of each business, including, where applicable, type of inventory, readily observable fixtures and equipment (movable or not), and other features potentially relevant to business goodwill and relocation costs.
- From City business license records, determine length of time each business has been in operation at the current location and any other pertinent information regarding business operation.
- Based on past experience with similar businesses, provide estimated figures for business goodwill loss and relocation costs.
- Determine approximate number of residential households, if any, and provide description of type and condition of housing units to extent feasible.
- Based on past experience with similar residential tenancies, provide estimate of relocation costs for residential owner-occupied and tenant-occupied properties.

- Prepare a statement of the land area and relevant details of the existing improvements for each parcel. Information should be based on public record information and observation from public rights of way, without contacting the property owner. Develop a preliminary opinion of market value, and present the opinion in a confidential report which is for budgetary purposes only. If the available property information is insufficient to serve as a basis for valuation, the consultant will provide a statement of special assumptions and then proceed to develop a preliminary opinion of value as of date of inspection and present it in a restricted report. Details of the analysis are to be retained in the consultant's work file.
- Consultant maybe expected to estimate any increase or decrease in market values after date of valuation and a later date relevant to the Agency solicitation of developer proposals.

6.0 PREPARATION AND SUBMISSION OF RESPONSES

Responses to this request must include, at a minimum, the following information:

- 1) Cover letter signed by an individual authorized to bind the proposing entity to the proposal for a period of 90 days.
- 2) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the requested consulting services.
- 3) A summary of the qualifications and experience of each member proposed to provide the requested contract services. California Office of Real Estate Appraisers (OREA) AG License in good standing and Membership with the American Institute of Real Estate Appraisers MAI required.
- 4) A list of sub-consultants to be used, if any, and their relevant expertise
- 5) Detailed Scope of Work, providing information on all of the work tasks proposed to be completed as part of the program and identified in this RFP. Additional recommended or optional tasks may be included.
- 6) A detailed budget showing costs per each discrete task shown in the Scope of Work, plus the cost of any reimbursable items. The costs should be represented in a format that permits identification of the total cost of each task. Identify all key personnel who would be working with the Agency and a schedule of applicable billing rate.—
- 7) Provide at least three references from previous work on projects of similar size and scope that can speak to the skills and experience of the consultant team. List the appropriate contact person with their current telephone number and email address.

- 8) The selected Consultant, at Consultant's sole cost and expense for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in the Agency's Standard Consultant Agreement (Attachment A).

All policies, endorsements, certificates, and/or binders shall be subject to approval by The Agency as to form and content. The selected Consultant agrees to provide the Agency with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFP.

7.0 EVALUATION PROCESS AND CRITERIA

Staff will review each response for completeness and content. Each submittal will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. License status and references will also be verified. The review will focus upon the following criteria:

- 1) *Organization:* Does the firm offer the breadth and quality of services required to complete the proposed Scope of Work? Does the firm's organizational structure show sufficient depth, capacity for its present and additional workload?
- 2) *Staff:* Do the qualifications of key personnel to be assigned to the project coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?
- 3) *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein?
- 4) *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget? Is the firm in good standing with the California Office of Real Estate Appraisers?
- 5) *Familiarity with Locality:* Is the firm familiar with the real estate market on the Monterey Peninsula and particularly in Seaside?

8.0 SCHEDULE/TIMELINE

All questions and or requests for clarification during the solicitation phase of this project shall be directed in writing to Lisa Brinton at lbrinton@ci.seaside.ca.us or faxed to 831-899-6221 no later than June 11, 2009. The Agency's reply to questions and requests for clarification will be sent as an addendum and will be distributed electronically to each firm receiving this RFP. Oral interpretations or responses will not be binding on the Agency. All addenda shall become part of this RFP. A signed copy of any addendum shall be included in the proposal.

Respondents must submit one (1) unbound original, five (5) bound copies, and one (1) CD in PDF print-ready format. Proposers must submit their RFP response (original, copies and CD) in a sealed package. The Agency is not responsible for submissions not properly identified. Faxed responses are not acceptable.

Proposals must be received by the Agency **no later than 5:00 p.m. on Thursday, June 25, 2009**. Late proposals will not be accepted. All proposals and documents submitted become the property of the City of Seaside. Submittals, whether mailed or delivered in person must be addressed to:

WBUV Windshield Survey RFP
c/o Lisa Brinton, Redevelopment Project Manager
Redevelopment Agency of the City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

The following timeline is provided for scheduling information, but is subject to change at the discretion of the Agency.

| Event | Date |
|---|------------------|
| ➤ Request for Proposals Issued | June 4, 2009 |
| ➤ RFP Questions & Requests for Clarification Due | June 11, 2009 |
| ➤ Agency's response to RFP Questions & Requests for Clarification | June 18, 2009 |
| ➤ Proposals Due | June 25, 2009 |
| ➤ Interviews/Presentations | July 2009 |
| ➤ Agency Presentation/Consultant Selection | July/August 2009 |

The Agency reserves the right, at its sole discretion, to modify, suspend, or terminate, any and all aspects of the RFP process. The Agency reserves the right to extend the deadline for submission of proposals, to request supplementary information, and waive minor informalities and to reject any or all proposals if in its sole judgment the best interest of the Agency would be served in doing so.

This RFP does not commit the Agency to award a contract, to pay any cost incurred in the preparation of the RFP submitted in response to this request, or to procure or contract for any services in connection with this request. The Agency reserves the right to accept or reject any or all proposals received in response to this Request, to negotiate with any qualified individual or firm, or to modify or cancel in part or its entirety the Request if it is in the best interest of the Agency to do so.

9.0 ATTACHMENTS

PROFESSIONAL SERVICES AGREEMENT

<Project Name>

THIS AGREEMENT is made and entered into this ____ day of ____ 2009, by and between the REDEVELOPMENT AGENCY OF THE AGENCY OF SEASIDE, a municipal corporation, hereinafter called "Agency", and <CONSULTANT NAME>, hereinafter called "Consultant".

WHEREAS, the Agency has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, the Agency has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, the Agency desires to engage the Consultant, and the Consultant agrees, to render certain technical advice and professional services to the Agency, as necessary.

THEREFORE, Agency and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

DESCRIPTION

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as attachments:

Attachment 1, <Proposal Name> by <Consultant Name>

Attachment 2, <Fee Schedule> by <Consultant Name>

3. **Scope of Work.** Consultant's scope of work is described in the proposal attached hereto and incorporated herein by this reference.
4. **Scope of Work--Additional.** It is understood by Agency and Consultant that it may be necessary, in conjunction with the Project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by Agency, Consultant shall advise Agency in writing of the need for additional services and the cost and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Agency has determined that such service is beyond the scope of the basic services to be provided by Consultant and has given its written authorization to proceed. Written approval for performance and compensation for additional services may be granted by the Deputy Agency Manager – Resource Management Services. Except as hereinabove stated, any additional service shall require a written amendment to this agreement and shall be subject to all the provisions of this agreement.

Project Name

5. **Authority of the Deputy City Manager – Resource Management Services.** The Consultant shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the Deputy City Manager – Resource Management Services. The Deputy City Manager – Resource Management Services reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Deputy City Manager – Resource Management Services is authorized to execute these changes by amendment agreements.
6. **Responsibility of Consultant.** By executing this agreement, Consultant represents and states to Agency that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to Agency the services contemplated under this agreement. Consultant further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.
7. **Independent Contractor.** The parties to this agreement agree that Consultant, his employees, agents and sub-consultants, shall be independent contractors with regard to the providing of services under this agreement and that Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of Agency for any purpose and will not be entitled to any of the benefits Agency provides for its employees.
8. **Materials and Equipment.** Consultant shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.
9. **Digital Files.** Consultant shall furnish copies of all deliverables on compact disks (for example, plans, specifications and cost estimates) in digital format. Files shall be compatible with the current versions used by the Agency and shall be in Word, Excel, AutoCAD 2005, or appropriate software that is the industry standard for the application.
10. **Employment of Personnel.** Consultant shall provide experienced and qualified personnel to carry out the work to be performed by Consultant under this agreement and shall be responsible for and in full control of the work of such personnel.
11. **Time of Performance.** Subject to the limitation herein, the Consultant agrees to perform the work and services in accordance with the proposal. The service of the Consultant is to be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.
12. **Compensation.** Subject to the limitation herein, the Consultant agrees to perform the work and services specified and outlined in the proposal for the Contract Amount Maximum Not to Exceed unless specifically authorized by a written contract amendment prior to the commencement of any additional work. The total Contract Amount Maximum Not to Exceed for this contract is ***** DOLLARS (\$*****).

13. **Prevailing Salaries.** If the Consultant hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.
14. **Audit Authority.** Consultant shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement; the accounting and control systems shall be satisfactory to the Agency. The Agency and the Agency's auditor shall be afforded access to the Consultant's records, books, correspondence and other data relating to this agreement. The consultant shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, Consultant agrees to make said records, books correspondence and other data relating to this agreement available to Agency at Agency's principal place of business upon seventy-two (72) hours written notice. The Executive Director, or his or her designee, shall at all times have the right to inspect the work, services, or materials. Consultant shall furnish all reasonable aid and assistance required by Agency for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve Consultant from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.
15. **Assignment.** Consultant shall not assign any duties, responsibilities or obligations without prior written consent of the Agency.
16. **Indemnification**
 - a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services to the fullest extent permitted by law, Consultant shall indemnify protect, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties"), from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that described above under "Description of the Project" without the written consent of the Consultant.
 - b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulator proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the

Project Name

performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-consultants of Consultant.

- c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be full-responsible according to the terms of this section. Failure to monitor compliance with these requirements imposes no additional obligations on Agency and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Agency, is set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

17. Insurance. Prior to the beginning, and throughout the duration, of the work, CONSULTANT will maintain insurance in conformance with the requirements set forth below. CONSULTANT will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to AGENCY. CONSULTANT shall provide the following types and amounts of insurance:

- 1) Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregates.
- 2) Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability limits no less than \$1,000,000 per accident for all covered losses.
- 3) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees use personal autos in any way on this project CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.
- 4) Errors and Omissions Liability CONSULTANT shall provide evidence of professional liability insurance on a policy form appropriate to consultant's profession. Limits shall be no less than \$1,000,000 per claim.

Certificates of Insurance and Endorsements. The Consultant will file a certificate of insurance and endorsement naming the Agency as additional insured under General Liability and Auto Liability. Such liability insurance maintained by the contractor shall be primary and non-contributory and any coverage maintained by the Agency of Seaside shall not be expected to contribute to any claims arising from the work of this contract. These certificates shall be filed with the Agency within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to Agency prior to the effective date of such cancellation or change in coverage.

18. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or Agency statutes and any rules or regulations promulgated thereunder.
19. **Inspection of Work.** The Agency representative or his/her designee shall at all times have the right to inspect the work, services or performance of Consultant. Consultant shall furnish all reasonable aid and assistance required by Agency for proper examination of the work or services. Such inspection shall not relieve Consultant of any obligation to perform said services in accordance with the law or this agreement.
20. **Waiver.** Consultant agrees that any waiver by Agency of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by Agency of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this agreement.
21. **Attorney's Fees and Court Venue.** Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
22. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

Redevelopment Agency of the Agency of Seaside
Diana Agar Ingersoll, P.E.
Deputy Agency Manager
440 Harcourt Avenue
Seaside, CA 93955

Consultant

<Consultant Contact Information>

23. **Non-discrimination.** During the performance of this project, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, or age.
24. **Interest of Consultant.** Consultant declares that he presently has no interest and shall not acquire any interest, direct or indirect, Financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Consultant certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of Agency. It is expressly agreed that in the performance of the services hereunder Consultant shall at all times be deemed an independent contractor and not an agent or employee of Agency.
25. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, Agency shall pay Consultant for all services performed to the satisfaction of Agency to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the Agency. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Agency or in the possession of the Consultant.
26. **Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant.
27. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in California. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null insofar as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.
28. **Integrated Agreement.** This agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

Professional Services Agreement

Project Name

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

**REDEVELOPMENT AGENCY
OF THE AGENCY OF SEASIDE**
"Agency"

<*Consultant Name*>
"Consultant"

by _____
Ray Corpuz, Executive Director

by _____

ATTACHMENT 1

<Proposal>

ATTACHMENT 2

<Fee Schedule>

