



2020

# REQUEST FOR PROPOSALS



## Prefabricated Prototype Homes for Accessory Dwelling Units

Due Date: Friday, December 18, 2020

City of Seaside, CA

11/19/2020

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**Due Date: Friday, December 18, 2020**

- **Introduction:**
  - The City of Seaside is seeking manufacturers of prefabricated homes to provide a proposal for the design, production, and installation of a prefabricated home to serve as a permanent affordable housing unit and as a part of the City's Accessory Dwelling Unit (ADU) Demonstration Project.
- **Background:**
  - The City of Seaside encourages the development of Accessory Dwelling Units (ADUs) in existing residential neighborhoods. Building ADUs is seen as a way to increase the City's housing supply, aid in addressing the current housing crisis, and assist existing homeowners by providing an avenue for additional rental income.
  - To encourage ADU development, the City has removed some ADU building permit fees, streamlined the plan check process and set aside a water allocation to be provided exclusively to ADU applicants.
  - To further promote ADUs the City is developing an ADU Demonstration Project that will include two detached ADUs, one site-built and one manufactured. These will be used as model homes the public can visit to get a sense of how it may feel to occupy an ADU and demonstrate footprints and designs which would easily fit on other residential sites throughout the City. These two models will be built on the rear of the lots at 1372 and 1380 Canyon Del Rey Blvd in Seaside, California.
  - The completed units will be used in a month long ADU Demonstration Program that will be open for tours and workshops. Following the demonstration period the two ADUs will be used as permanent affordable housing units for very low-income renters.
- **Project Location:**
  - The project site is located at the rear of 1372 Canyon Del Rey Boulevard in Seaside, California. Access and equipment staging will occur on the vacant city-owned land to the south of the project site.
- **Scope of Work:**
  - The proposed contract will include the design, production, and installation of (1) one prefabricated ADU based on the criteria articulated in this RFP.
    - The City is also open to receiving proposals for traditionally-built modular homes, and panelized products, assuming the manufacturer is capable of assembling the unit on-site without relying on a local contractor.
  - **Design:**
    - Selected Manufacturer shall produce drawings that successfully articulate the design (including any potential design options) and show compliance with all required design criteria. These drawings will be reviewed by the City of Seaside (and, potentially, by other regulatory agencies at the City's discretion) for the purpose of providing pre-approval of the design for future installations.
    - Plan drawings for selected manufacturer must be submitted in PDF, and either CAD or Revit formats.
    - Selected Manufacturer shall provide the approved drawings (along with technical data, installation drawings, etc.) to any other project designers (e.g., structural

- engineers, civil engineers, architects, etc.) for their coordination of the site preparation required for installation of the prefabricated building.
          - Include foundation designs
          - Electrical plans with utility connection
          - Site work designs or descriptions
  - **Production:**
    - Selected Manufacturer shall produce the prefabricated building per the approved drawings and any prefabricated design options at the discretion of the City.
  - **Installation:**
    - Selected Manufacturer shall coordinate with the contractor completing the site preparation to appropriately sequence the installation of the prefabricated building and utility connections.
- **Scope of Work Exclusions:**
  - Design and construction of underground utilities
  - Construction of building foundation. Foundation will be built by local contractor in collaboration with selected manufacturer using your plans.
  - Design and construction of landscape/hardscape or any other site-built elements not part of the prefabricated building.
  - Design and construction of accessible route to ADU entrance (including pathways, ramps as needed).
  - Construction of site-built storage (if not integrated within pre-fab ADU)
- **Design Criteria:**
  - The building may be between 300 to 500 sq. ft. (habitable space). Manufacturers are encouraged to review lot sizes in the City of Seaside to determine the best prefabricated ADU options to work in this market area.
  - The building footprint must fit within a 27' x 32' rectangle.
  - All interior doors must be at least 32" wide (to provide 30" min. clear passage)
  - Exterior storage space (primarily for bike storage) must be a part of the finished installation. It is highly preferred that this storage be part of the prefabricated building. If this needs to be a site-built component, please identify this in your proposal.
  - The installed height of the prefabricated building must not exceed 24'.
  - The prefabricated building must accommodate solar panel integration as required by the 2019 California Building Standards Code. Procurement and installation of solar panels to be by the prefabricated building manufacturer or Site Contractor.
  - The prefabricated building must be all-electric. No fuel-based (gas) appliances are permitted. All appliances must meet Energy Star requirements as a minimum.
  - The prefabricated building must have one bedroom, one bathroom, a kitchen and laundry facilities.

The installed prefabricated building must comply with all applicable local and state codes.

**Prevailing Wage Requirements:**

The successful Bidder must comply with all prevailing wage laws.

## **Social Distancing Requirements:**

Because the work proposed under this contract will be providing housing for very low-income households, it is considered an essential service by the City of Seaside. This means that the selected contractor, and their employees, can be allowed to work in their office and on the job site while the Statewide Covid-19 stay-at-home order is in effect. The contractor, however, must agree to strictly enforce the following social distancing requirements:

All employees and sub-contractors must adhere to the following practices prior to and during their work shift:

- **Pre-Screen:** Employers should measure the employee's temperature and assess symptoms prior to them starting work. Ideally, temperature checks should happen before the individual enters the facility.
- **Regular Monitoring:** As long as the employee doesn't have a temperature or symptoms, they should self-monitor under the supervision of their employer's occupational health program.
- **Wear a Mask:** The employee should wear a face mask at all times while in the workplace. Employers can issue facemasks or can approve employees' supplied cloth face coverings in the event of shortages.
- **Social Distance:** The employee should maintain 6 feet and practice social distancing as work duties permit in the workplace.
- **Disinfect and Clean work spaces:** Clean and disinfect all areas such as offices, bathrooms, common areas, shared electronic equipment and tools routinely.

## **Additional Considerations:**

- Employees should not share headsets, goggles or other safety equipment or other objects that are near mouth or nose.
- Employers should increase the frequency of cleaning commonly touched surfaces.
- Employees and employers should consider pilot testing the use of face masks to ensure they do not interfere with work assignments.
- Employers should work with facility maintenance staff to increase air exchanges in room.
- Employees should physically distance when they take breaks together. Stagger breaks and don't congregate in the break room, and don't share food or utensils.

## **Proposal Contents and Submittal Requirements:**

- Cover Letter
- A description of the firm's qualifications and experience in managing similar projects
- Proof the firm is certified to provide manufactured housing in the State of California.
- A description of the project team including resumes of key personnel
- At least three recent references for key projects
- An example design for a similarly-sized ADU. This may be a current design or a previously built-ADU. Identify the number of modules/sections required for the design and general transport requirements.
- Information or reporting on the example unit's energy performance and efficiency, if such exists.
- A description of manufacturing process and standards, including City/State where manufacturing occurs, factory safety and local wage compliance information, and any other supplemental information.
- A schedule to complete all the tasks listed in your Scope of Work.

- The schedule should reflect an understanding that the City would like to accelerate this project to the extent practical and include the amount of time required for each task including reasonable time for City staff to review.
    - Clearly outline time needed for site work, building manufacturing, installation, and, if necessary, government certification (such as from HCD).
  - A description of the prefabricated building manufacturer’s installation process addressing:
    - Which components/scopes are pre-fabricated off-site and which scopes will require work on site (either pre-installation or post-installation).
    - Whether the building installation is typically performed by the manufacturer or a sub-contractor.
    - Methods to facilitate installation in a rear yard (i.e., would this installation require a crane and, if so, what size?)
    - Do likely installation methods limit the number of sites that could utilize the prefabricated building?
  - A detailed budget for the Scope of Work, including project milestones and the expected payment for each milestone. The cost proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the fee proposed is valid for the entire project if the project begins within 90 days.
  - Explanation of firm’s experience working on prevailing wage jobs, if such exists.
  - Inclusion of relevant information about standard post-occupancy warranty, if one exists.
- **Selection Criteria:**
  - The City is looking for a quality manufacturer with experience in the design, production, and installation of prefabricated homes and/or Accessory Dwelling Units
  - The City is particularly interested in proposals that demonstrate:
    - high-quality, simple design expressions
    - an emphasis on sustainability, particularly in terms of energy efficiency, water conservation, efficient use of materials, and durability
    - a proven ability of manufacturer to produce the unit on-demand, deliver within a reasonable time period, and work with local contractors to install the ADU to the needs of individual Seaside homeowners
    - manufacturing site within California

This Request for Proposals allows for a 30- day submittal deadline. The City’s Professional Service Agreement (sample attached) will be utilized for this contract. The selection process will also follow the City’s Local First Source Recruitment Policy requirements (attached). Proposals from non-profit organizations, or that offer a partnership which includes non-profit involvement or other creative partnerships, are encouraged.

City staff, depending on the number and quality of proposals received, will select proposals for further review based on the comparison of the bid amounts, quality of design, proposed project details, on-site construction details, and manufacturer’s qualifications. City staff may invite finalists for interviews. The preferred manufacturer will be presented to the City Council for final consideration.

- **Selection Process:**

A Selection Committee will be established composed of City Staff. The proposals will be evaluated based on the criteria described in the Request for Proposals (RFP). Any firm(s) selected for further review may be invited for an interview or may be asked for further information for internal review.

The final selection will be approved by City Council at a date to be determined. Final action will include the selected applicant entering into an agreement (see the attached sample Professional Services Agreement and the Seaside First Ordinance).

The City of Seaside reserves the right to reject any and/or all submittals, wave provisions of this RFP, issue subsequent RFPs, cancel the RFP, waive technical errors in responses to this RFP and negotiate with any, all or none of the respondents to this RFP.

**All interested teams shall submit one electronic copy of their proposal to:**

Ben Nurse,  
Housing Program Manager  
City of Seaside  
[bnurse@ci.seaside.ca.us](mailto:bnurse@ci.seaside.ca.us)

For files too large to send via email, please contact Ben Nurse to request a file sharing link.

**All proposals must be received no later than Friday, December 18, 2020 at 5:00 pm.**

**1. Questions**

All questions regarding this RFP should be directed via email to [bnurse@ci.seaside.ca.us](mailto:bnurse@ci.seaside.ca.us). All questions and answers will be distributed to any person or firm who has expressed interest. Any questions must be submitted no later than Tuesday, December 8, 2020.

**2. Professional Services Agreement**

Attached is a copy of the sample Professional Services Agreement.

**Attachments:**

1. Sample Professional Services Agreement
2. Local First Source Recruitment Policy



## ATTACHMENT 1

### **CITY OF SEASIDE PROFESSIONAL SERVICES AGREEMENT**

**<PROJECT NAME>**

This agreement is made by and between the City of Seaside (City), and \_\_\_\_\_  
(Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide (DESCRIBE SERVICES TO BE PROVIDED) as described in Exhibit A, attached hereto and, hereinafter referred to as “the Project.”
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed XXX dollars (\$YYY).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant’s Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on \_\_\_\_\_ and terminate <date>.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify 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 legal counsel’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant’s duty to indemnify and hold harmless Agency shall not extend to the Agency’s sole or active negligence.
- I. Duty to Defend: In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant’s cost or at Agency’s option, to reimburse Agency for its costs of defense, including reasonable attorney’s fees and costs incurred in the

defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

- J. Insurance: Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows:

**Professional liability (errors & omissions) insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

**Workers' compensation insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

- K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Ben Nurse is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

- L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer

files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

**M. Assignment**

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, \_\_\_\_\_ shall perform the services described in this Agreement.
- b. \_\_\_\_\_ may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of \_\_\_\_\_ from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

**N. Conflict of Interest**

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

**O. Miscellaneous:**

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

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

Consultant: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

\_\_\_\_\_

Dated: \_\_\_\_\_, 2020

City of Seaside:

\_\_\_\_\_

By: Craig Malin

Title: City Manager

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant's Proposal

## ATTACHMENT 2

### CITY OF SEASIDE

### LOCAL FIRST SOURCE RECRUITMENT POLICY

#### FINDINGS

Capitalized terms, which appear in this Policy, are as defined in Article I of this Policy (below).

A. The City hereby finds and determines that, based partially on the closure of the massive military reserve once known as Fort Ord, there is a high incidence of unemployment and underemployment among the Residents of the City and within the City.

B. The City further finds and determines that this high incidence of unemployment and underemployment is due also to artificial barriers in the employment market which serve to reduce the likelihood that Residents will find employment which is commensurate with their education, skills and experience and which do not affect nonresidents of the City in a similar manner.

C. The City further finds and determines that the existence of high unemployment within the City serves as a blighting influence on the City, and the resultant reduction or elimination of the incomes of Local Businesses and Residents may serve as a blighting influence, by decreasing the amount of available jobs, increasing the likelihood that Residents and Distressed Workers will engage in criminal activities, increase the incidence of undermaintenance of property within the jurisdiction leading to a decreased property tax base and other social ills within and the City.

D. The City further finds and determines that Residents and Local Businesses will bear a disproportionate burden of development, which may result in the displacement of Local Businesses and a reduction in the number of Residents who are employed within the City.

E. The City further finds and determines that the burdens of development will not be borne in a similar manner by those who reside or conduct business outside the City.

F. The City further finds and determines that Residents and Local Businesses should be given an opportunity to be employed in the development of areas within the City and the ongoing uses to be created in the City, so as to mitigate the disproportionate burden of development on Residents, Distressed Workers and Local Businesses.

#### POLICY

##### I. Definitions:

For the purposes of this Policy, the following terms shall have the meaning specified below:

A. “City” shall mean the City of Seaside.

B. “City Contract” shall mean any contract entered into by the City and a Developer or End User for labor or services related to development within the City, including but not limited to construction contracts, consultant contracts or the operation of industrial, commercial, retail or office-related businesses within the City.

C. “DDA” shall mean a disposition and development agreement entered into by the City and a Developer or End User for the redevelopment and/or use of property within the City.

D. “Developer” shall mean any individual, unincorporated association, partnership, joint venture group, corporation or subcontractor of same, which is engaged, inactivates related to development in the City. “Developer” shall not include those consultants or employees of the City who are retained to perform administrative, management, consulting or legal services for the City.

E. “Developer Contract” shall mean any contract entered into by a developer and any third party where the scope of the Developer Contract is to perform work related to a development in the City, and where the developer has entered into a City Contract or has received a Subsidy. Developer Contract shall include, but not be limited to, construction contracts, consultant contracts and any other contracts for the performance of services or labor related to development in the City.

F. “Distressed Workers” shall mean those Residents who are unemployed, no presently employable, or underemployed based on their skills, education and experience, displaced workers, workers who are eligible for participation in programs governed by the Job Training Partnership Act, or persons who have recently encountered labor market barriers or obstacles as determined by local employment referral and training organizations.

G. “End Users” shall mean those businesses, which commence operation in industrial manufacturing, commercial, retail or office space within the City after the completion of any initial construction or rehabilitation projects related to that space.

H. “Good Faith Effort” shall mean diligent efforts to locate and employ qualified

Residents or Distressed Workers, or diligent efforts to provide funds or training opportunities to benefit Distressed Workers. Diligent efforts to located Qualified Residents shall include, at a minimum, notification by the Developer of End User to the City and all Service Organizations of the availability of employment opportunities prior to the time that those opportunities are advertised to the general public and other outreach efforts as are deemed necessary by the City.

Diligent efforts to employ Qualified Residents or Distressed Workers shall include at a minimum hiring of Qualified Residents and/or Distressed Workers who are recommended to the Developer or End User by the City or Service Organizations after such notification, to the extent that the Developer or End User has existing employment opportunities available.

“Good Faith Effort” shall further mean diligent efforts to contract or subcontract a portion of contracts to Local Business Diligent efforts to contract or subcontract to Local Businesses shall include, at a minimum, advertisement of available subcontracting opportunities by Developers and End Users to the City’s Chamber of Commerce and other businesses and professional organizations serving the City, solicitation of Local Businesses who are known by the Developer or End User to provide services which are required by the Developer or End User, and solicitation of referrals to Local Businesses from the City and Service Organizations.

I. “Local Businesses” shall mean those industrial, manufacturing, commercial, retail or office-related businesses licensed by the City of Seaside whose principal place of business or headquarters is located within the City limits.

J. “Resident” shall mean any person whose primary residence is in the City of Seaside.

K. “Service Organization” shall mean a nonprofit community group, employment

service, or job training organization, which has Seaside as part of its service area or otherwise provides job placement or training, or other assistance to Residents, or business support services to Local Businesses.

L. “Subcontractor” shall mean any and all parties with whom the Developer and Contractor intends to enter into a contract to perform a portion of any said work regardless of tier.

M. “Subsidy” shall include, but are not limited to, any direct or indirect cash or other financial assistance to a Developer or End User through any of the following programs: federal or state grants or other government grant or loan programs; revolving loan funds; redevelopment agency assistance such as write-downs of the cost of land by the City, property tax abatement or sales tax rebate sharing agreements, tax increment financing, revenue or development bonds; and any other loans, grants bonds, or capital improvements financed in whole or in part, whether through the investment of cash or in-kind resources or the issuance of bonds, notes or indentures by the City, or any entity whose borrowing powers is underwritten in whole or in part by the City. “Subsidy” shall also include the creation of assessment districts for the benefit of a Developer or End User by the City and/or the City for the purpose of improving property for the Developer’s or End User’s use, and any other financial or nonfinancial assistance provided by the City which materially benefits a Developer or End User.

## II. First Source Recruitment Policy:

A. Hiring. It shall be the policy of the City that the City, Developers and End Users shall recruit for the purpose of hiring, to the greatest extent feasible, qualified Residents and Local Businesses in the performance of work related to development within the City, including construction, operation and management of manufacturing, commercial, industrial, retail or office-related businesses within the City.

B. Training. It shall be the policy of the City that the City, Developers and End Users shall provide to the greatest extent feasible, training programs or funding to support such programs, for Distressed Workers, so that those workers may qualify for employment opportunities created by this policy. The City shall work with Developers, End Users and Service Organizations to develop effective training programs as necessary to effectuate this policy.

1. First Source. To the extent that the training programs are implemented by the City as a part of this Policy and Distressed Workers are trained for and become qualified to perform jobs for Developers and End Users, it shall be the Policy of the City that the City, Developers and End Users shall make a Good Faith Effort to hire Distressed Workers in the construction, operation and management of manufacturing, commercial, industrial, retail or office-related businesses within the City.

C. Scope of Policy. The Policy shall be implemented by the City to the greatest extent feasible by the City in its negotiation of DDAs, City Contracts, and other agreements with Developers and End Users pertaining to the development in the City. The Policy shall be implemented by Developers in negotiation of Developer Contracts, including the subcontracts and contracts with End Users of property.

D. Term. The Policy shall be in effect from the date of its adoption by the City until such time that it is amended or terminated by the City. The City shall annually evaluate the Policy and determine its effectiveness and may at that time make any necessary adjustments to the Policy as the City deems appropriate.

## III. City Contracts:

A. Contracts Under \$5,000 for Grading, Clearing, Demolition and Construction:

In all City Contracts for grading, clearing, demolition and construction within the City for which the value of the City Contract is less than \$5,000, the City shall, prior to advertising the availability of the contract to the general public, first advertise the availability of these City Contracts to Residents and Local Businesses who are qualified to perform the work which is the subject of the City Contract. To the greatest extent feasible, the City shall give preference in awarding these City Contracts to Residents and Local Businesses who are qualified to perform the grading clearing, demolition or construction work, which is the subject of the City Contract.

#### B. City Construction Contracts

For all City Contracts for the construction of public improvements, including but not limited to contracts valued at over \$5,000 for grading, clearing, demolition and construction, the City may grant a preference to those construction contractors who have made a Good Faith Effort to hire, or who agree to hire, on a craft-by-craft basis, qualified Residents to perform the City Contract. The City may further grant preference to construction contractors who have subcontracted, or made a Good Faith Effort to subcontract, a portion of the City Contract to Local Businesses.

#### C. Contracts Valued at Over \$100,000

For all other City Contracts whose dollar value is estimated to exceed \$100,000 at the time the scope of work for the City Contract is prepared, the City may specify in its bid package that preference for the City Contract shall be given to the lowest responsible bidder who, as part of the bid, demonstrates that it has made a Good Faith Effort to hire, or has hired, qualified Residents to perform a portion of the work which is the subject of the City Contract, or demonstrates that it has subcontracted or has made a Good Faith Effort to subcontract to Local Businesses a portion of the work which is the subject of the City Contract.

#### D. Operation of Facilities

For all City Contracts for the operation and management of public improvements or public facilities, the City shall, to the greatest extent feasible, grant a preference to those construction contractors who have made a Good Faith Effort to hire, or who have hired qualified Residents to perform some or all of labor necessary to perform the City Contract. The City may further grant preference to construction contractors who have made a Good Faith Effort to subcontract, or have subcontracted a portion of the City Contract to Local Businesses.

#### E. Disposition and Development Agreements (DDAs)

For all DDAs or similar agreements entered into by the City, the City shall negotiate, to the extent feasible, provisions in the DDA or agreement which require the Developer, End User or other part to make a Good Faith Effort to hire qualified Residents in employment within the City and to utilize, or make a Good Faith Effort to utilize, Local Businesses, to implement the DDA or any subcontract arising from the DDA.

#### F. Training Fund

For all City Contracts with Developers and End Users, including but not limited to construction contracts, DDAs and leases, the City shall negotiate, to the extent feasible, provisions in the DDA or City Contract which require the Developer, End User to contribute to a training fund to be administered by the City for the purposes of providing education and/or training to Distressed Workers.

### IV. Developers

A. Scope of Section. The provisions of this Article 4 shall apply only to those Developers who receive a Subsidy or Subsidies, as defined in this Policy, from or through the efforts of the City.

## B. Construction Contracts

For all construction contracts which arise as a result of a DDA entered into by the City and a Developer, the Developer shall negotiate, to the extent feasible, provisions in its construction contract which require the prime contractor to hire, or make a Good Faith Effort to hire, on a craft-by-craft basis, qualified Residents to perform some or all of the labor necessary to perform the Developer Contract. The Developer shall also negotiate, to the extent feasible, provisions in its construction contract with the prime contractor to subcontract, or make a Good Faith Effort to subcontract, a portion of the Developer Contract to Local Businesses.

## C. Other Contracts

For all Developer Contracts other than construction contracts, the Developer shall negotiate, to the extent feasible, provisions in the Developer Contract, which require the other contracting party to make a Good Faith Effort to hire qualified Residents to implement the Developer Contract.

## V. End Users

A. Scope of Section. The Provisions of this Article 5 shall apply only to those End Users who have entered into an City Contract or who have, directly or indirectly, received a Subsidy or Subsidies, as defined in this policy, from or through City efforts.

B. Operation of Facilities. In hiring its work force to operate or manage a commercial, retail or office-related business which is located within the City, an end User shall, to the greatest extent feasible, make a Good Faith Effort to employ qualified Residents or to provide ongoing training opportunities (such as part-time work, internships or classes) to Distressed Workers, within the skill areas which are utilized by the End User in the operation and management of the End User's business.

## VI. Exceptions

A. Compliance with Stated and Federal Law. This Policy shall only be enforced to the extent that it is consistent with the laws of the City, the State of California and the United States. If any provision of this Policy is deemed to be unconstitutional or otherwise in conflict with the state or federal law, the applicable state or federal law shall prevail over the terms of this Policy, and the inconsistent provisions of this Policy shall not be enforced by the City or any other body.

B. Court Order. Notwithstanding the provisions of this Policy, a Developer shall be deemed to be in compliance with this Policy if it is bound by court or administrative order or decree, or a settlement agreement arising from a labor relations dispute, which governs the hiring of workers by the Developer and the provisions of which make it impossible for the Developer to hire Residents or Distressed Workers in accordance with the terms and conditions of this Policy.

C. Exception for Good Faith Effort. Notwithstanding the provisions of this Policy, there shall be no penalty or sanction arising as a result of the failure of the City, Developers or End Users to achieve the goals of this Policy, so long as the City, Developer or End User has made a Good Faith Effort to comply with the goals of this Policy.

## VII. Administration

A. City Manager. The City Manager of the City, or his designee, shall be

responsible for the implementation of this Policy and shall develop any administrative policies or procedures, which are necessary to effectuate this Policy.

B. Service Organization. The City and Developers shall work with Service

Organizations as necessary to implement the Policy. The City may work with the Service Organizations to provide a mechanism by which the Service Organization may provide recruitment, screening, referral, placement and training services in furtherance of this Program. Such a mechanism may also include, at the discretion of the City and the Service Organization, a means by which one or more Service Organizations shall provide any necessary monitoring services for the implementation of this policy.

C. Binding Upon Successors. It is intended that the provisions of this policy shall be applicable to all development activities to the fullest extent permitted by law for the benefit and in favor of the City; and the provisions of this policy shall be enforceable by the City, Developers, End Users and any of their successors in Interest to property in the City.