



SAN DIEGO
HOUSING
COMMISSION

HOUSING AUTHORITY REPORT

DATE ISSUED: April 11, 2011

REPORT NO: HAR 11-017

ATTENTION: Members of the Housing Authority of the City of San Diego
For the Agenda of May 3, 2011

SUBJECT: Approval of Epic Land Solutions, Inc.'s Relocation Consulting Services Contract

COUNCIL DISTRICT: 4

REQUESTED ACTION:

Approval by the Housing Authority of the City of San Diego ("Housing Authority") of a relocation consulting services contract with Epic Land Solutions, Inc. for the permanent relocation of income-ineligible households at Mariners Village.

STAFF RECOMMENDATION:

That the Housing Authority:

- 1) Approve a contract with Epic Land Solutions, Inc. for relocation consulting services for a contract amount not to exceed \$494,563, which includes consulting fees of \$227,850, relocation benefits of \$221,753, and a contingency of \$44,960.
- 2) Authorize the President and Chief Executive Officer of the San Diego Housing Commission ("Housing Commission"), or designee, to execute contract in a form approved by General Counsel.

SUMMARY:

On December 2, 2009, the Housing Commission issued a Request for Proposals ("RFP") for Relocation Consulting Services. The services were necessary to assist the Housing Commission in its due diligence for prospective multifamily residential real estate acquisitions, including identifying the potential costs of relocating income-ineligible households when transitioning a market-rate apartment property to affordable housing. The permanent relocation of households requires conformance with the statutes and regulations established by the U.S. Department of Housing and Urban Development policies, the Uniform Relocation Act (46 U.S.C. § 4600 et seq.), and the California Relocation and Real Property Acquisition Guidelines (Ca Code of Regulations, Title 25, Chapter 6, § 6000 et seq.) due to the source of funds to be used by the Housing Commission for acquisitions.

The RFP allowed for the award of multiple contracts for due diligence relocation consulting. The RFP also stated that the Housing Commission, at its sole election, reserved the right to expand the scope of services to site-specific work in the event that the Housing Commission elects to purchase a property after the completion of the due diligence process.

On the RFP closing date of December 16, 2009, the Housing Commission received three responses from the following firms:

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- 1) Epic Land Solutions, Inc. ("Epic"),
- 2) Overland, Pacific & Cutler, Inc. ("Overland"), and
- 3) Paragon Partners Ltd.

An evaluation panel from the Housing Commission subsequently met to evaluate and rank the responses based on selection criteria and a point system listed in the RFP. Epic and Overland were both rated as having the most qualified and cost-effective responses.

In June 2010, the Housing Commission entered into one-year agreements with both Epic and Overland to provide relocation consulting services for not-to-exceed contract amounts of \$40,000 each. Each agreement's Description of Work included the Housing Commission's right to expand the scope of work in the event that the property is acquired and relocation implementation is necessary.

Pursuant to its agreement, Epic was selected and retained to identify the potential relocation costs during the due diligence phase for Mariners Village, a 172-unit apartment complex located on a 9.46 acre site at the southeast corner of Potomac Street and Paradise Valley Road in the Skyline-Paradise Hills planning community. Per the Housing Commission's agreement with the Department of Housing and Urban Development, the source of funds (equity from the formerly-public housing portfolio) must be used to acquire properties that are affordable to households earning no more than 80 percent of Area Median Income ("AMI"). For the due diligence phase, Epic's tasks included estimating relocation costs, complying with noticing requirements, and drafting a Relocation Plan for income-ineligible household at Mariners Village.

Upon completion of due diligence, the Housing Commission acquired Mariners Village on October 27, 2010, and subsequently requested that the property manager, ConAm Management Corporation ("ConAm"), conduct an income analysis of the existing households to verify whether they complied with the 80 percent AMI restriction. The analysis showed that 93 households are ineligible and need to be permanently relocated. Epic reviewed ConAm's household and lease information and provided an estimate on the amount of relocation benefits, which is part of the relocation budget being recommended for approval.

Housing Commission staff now recommends entering into a new contract with Epic for implementation of the permanent relocation of approximately 93 households at Mariners Village. Services will include preparing notices for the over-income families, identifying replacement housing, and overseeing the distribution of relocation benefits which includes replacement housing assistance and moving expenses.

Several factors were considered in recommending Epic for this next phase of relocation consulting. First, having the same consultant perform both the relocation due diligence and the relocation implementation provides a continuity of service; Epic's familiarity with the property and household profiles would create efficiencies throughout the process. Second, a comparison of consultant costs was prepared by Housing Commission staff by applying consultant's hourly rates for similar job classifications to the man-hour task requirements provided by Epic (see Attachment 1). This comparison indicates that Epic's total consulting cost of \$227,850 is lower than the likely consulting costs of the other two RFP respondents.

The Epic contract amount of \$494,563 includes 1) a not-to-exceed amount of \$227,850 for consulting fees (approximately \$2,450 per displaced household), 2) a not-to-exceed amount of \$221,753 for

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relocation benefits, and 3) a ten percent contingency of \$44,960 for items not anticipated in the original scope of work (approval by the President and Chief Executive Officer of the Housing Commission is required to expend this contingency). The total contract amount is not to exceed \$494,563.

The Housing Commission's approval of the acquisition of Mariners Village included a relocation budget of \$685,000, consisting of \$340,000 for consulting fees, \$300,000 for relocation benefits, and a \$45,000 contingency.

This Epic contract being recommended for approval is \$190,437 below the approved acquisition budget.

Subject to Housing Commission and Housing Authority approvals, the contract would be effective on or about May 9, 2011. The relocation of households will take place as leases expire and it is anticipated that the relocation process will be completed by early 2012.

FISCAL CONSIDERATIONS:

The budget for this activity is included in the Mariners Village development budget which was funded with proceeds from the refinancing of former public housing stock. The contract amount is \$494,563, which is \$190,437 below the approved acquisition budget.

EQUAL OPPORTUNITY/CONTRACTING:

RFP advertisements were placed in the *San Diego Union-Tribune*, *San Diego Daily Transcript*, *La Prensa*, and *Voice & Viewpoint*.

Epic Land Solutions is certified as a Disadvantaged Business Enterprise. A Certificate of Compliance and a Workforce Analysis was provided and shows that this vendor is in compliance with the Housing Commission Equal Opportunity Program and Federal, State, and Local laws. Information on the Workforce Analysis indicates that 64 percent of the company's workforce is disadvantaged.


PREVIOUS COUNCIL and/or COMMITTEE ACTION:

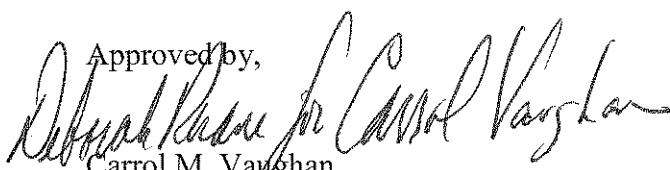
On August 6, 2010, the Housing Commission approved the acquisition of the Mariners Village and its project proforma. On May 11, 2010, the Housing Authority approved the Housing Commission FY11 Budget. This item was presented to the Housing Commission Board at the April 15, 2011 Board Meeting. Staff will be available to report on the outcome.

ENVIRONMENTAL REVIEW:

This activity is not a project pursuant to the State of California Environmental Quality Act (CEQA) Guidelines. Therefore, no CEQA processing is required. Processing under the National Environmental Policy Act is not required since no federal funds are involved in the action.

Respectfully submitted,


Raymond P. Rull
Senior Program Analyst

Approved by,

Carrol M. Vaughan
Executive Vice President &
Chief Operating Officer

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Attachments:

- 1) Cost Analysis for Mariners Village Relocation
- 2) Contract for Relocation Consulting Services

Hard copies are available for review during business hours in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials on the San Diego Housing Commission website at www.sdhc.org.

Comparing Costs for Mariners Village Relocation
Using Compensation Proposal from Relocation Consulting Services RFP (RFP No. RCS-10-1)

Attachment 1

Epic Land Solutions, Inc				
Task	Hours (93 Households)	Position	Hourly Rate	Total
Prepare and deliver Relocation Notices	465	Relocation Agent	\$ 77.00	\$ 35,805.00
Prepare & Mail Non-Displacement Notices	12	Admin	\$ 60.00	\$ 720.00
Community Meeting**	5		\$ 300.00	\$ 1,500.00
Interview Tenants	162.75	Relocation Agent	\$ 77.00	\$ 12,531.75
Replacement Referrals	511.5	Relocation Agent	\$ 77.00	\$ 39,385.50
Advisory Assistance	744	Relocation Agent	\$ 77.00	\$ 57,288.00
Claims and Payment Coordination for Benefits	558	Relocation Agent	\$ 77.00	\$ 42,966.00
DSS Inspections at Replacement Dwelling	162.75	Relocation Agent	\$ 77.00	\$ 12,531.75
Project Management	201	Project Manager	\$ 125.00	\$ 25,125.00
				\$ 227,853.00

Epic's Per Unit Cost \$2,450.00

Overland Pacific Cutler				
Task	Hours (93 Households)	Position	Hourly Rate	Total
Prepare and deliver Relocation Notices	465	Relocation Agent	\$ 105.00	\$ 48,825.00
Prepare & Mail Non-Displacement Notices	12	Admin	\$ 45.00	\$ 540.00
Community Meeting**	5		\$ 300.00	\$ 1,500.00
Interview Tenants	162.75	Relocation Agent	\$ 105.00	\$ 17,088.75
Replacement Referrals	511.5	Relocation Agent	\$ 105.00	\$ 53,707.50
Advisory Assistance	744	Relocation Agent	\$ 105.00	\$ 78,120.00
Claims and Payment Coordination for Benefits	558	Relocation Agent	\$ 105.00	\$ 58,590.00
DSS Inspections at Replacement Dwelling	162.75	Relocation Agent	\$ 105.00	\$ 17,088.75
Project Management	201	Project Manager	\$ 130.00	\$ 26,130.00
				\$ 301,590.00

Overland's Per Unit Cost \$3,242.00

Paragon Partners				
Task	Hours (93 Households)	Position	Hourly Rate	Total
Prepare and deliver Relocation Notices	465	Relocation Agent	\$ 85.00	\$ 39,525.00
Prepare & Mail Non-Displacement Notices	12	Admin	\$ 45.00	\$ 540.00
Community Meeting**	5		\$ 300.00	\$ 1,500.00
Interview Tenants	162.75	Relocation Agent	\$ 85.00	\$ 13,833.75
Replacement Referrals	511.5	Relocation Agent	\$ 85.00	\$ 43,477.50
Advisory Assistance	744	Relocation Agent	\$ 85.00	\$ 63,240.00
Claims and Payment Coordination for Benefits	558	Relocation Agent	\$ 85.00	\$ 47,430.00
DSS Inspections at Replacement Dwelling	162.75	Relocation Agent	\$ 85.00	\$ 13,833.75
Project Management	201	Project Manager	\$ 140.00	\$ 28,140.00
				\$ 251,520.00

Paragon's Per Unit Cost \$2,704.00

** Community Meeting standardized at \$1,500 across the three bids because task not requested in RFP

SAN DIEGO HOUSING COMMISSION

RELOCATION SERVICES

WITH

EPIC LAND SOLUTIONS, INC.

THIS AGREEMENT, entered into this ____ day of _____ 2011,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway, Ste 300
San Diego, California 92101
(619) 231-9400

and the Contractor:

EPIC LAND SOLUTIONS, INC.
2601 Airport Drive
Torrance, CA 90505
(310) 626-4848
Email: jimovercamp@epicland.com

101. DESCRIPTION OF WORK

Commission is the Owner of that certain multifamily rental property commonly referred to as Mariner's Village, located at 6847 Potomac Street, in the City of San Diego, California (the "Property"). Contractor shall provide Relocation Consulting Services to the Commission as generally described in the Specifications/Scope of Services attached hereto.

102. CONTRACT ATTACHMENTS

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

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation and Operating Expense Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4
5. Workforce Report, Contract Attachment No. 5

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective May 9, 2011, through May 8, 2012.

104. COMPENSATION AND METHOD OF PAYMENT

a. Consulting Fees

For consulting services performed under this Agreement, the Commission shall pay the Contractor in an amount not to exceed TWO HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$227,850.00) as identified in Contract Attachment No. 3.

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule", attached hereto and made a part hereof.

b. Relocation Benefits

During the term of this Agreement, Contractor shall be authorized to provide relocation benefits in an amount not to exceed TWO HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY THREE AND NO/100 DOLLARS (\$221,753.00), as set forth in Contract Attachment No. 3.

c. Maximum Contract Expenditures

It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Provided, however, the Commission reserves the right to increase the total compensation by a contingency amount not to exceed ten percent (10%) of the combined consulting fees and relocation benefits, so that the total of both shall not exceed the sum of FOUR HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED SIXTY THREE AND NO/100 DOLLARS (\$494,563.00).

Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("Housing Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the Contractor's staff. Such requisition shall: (1) reference the contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

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

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

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____

Title: _____

Date: _____

EPIC LAND SOLUTIONS, INC.

By: *Synette Overman*

Title: Vice President

Date: 04/18/2011

Approved as to Form:
Christensen & Spath LLP

By: _____

Charles B. Christensen
Commission General Counsel

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

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

204. Conflict of Interest

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

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Housing Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate this Agreement with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of

services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

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

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

205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall indemnify, hold harmless and defend the Commission, the Housing Authority, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- (1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
- (2) for any breach of any obligations, duties or covenants of Contractor under this Agreement or transactions related to it.

(c) Contractor's duty to indemnify, hold harmless and defend shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Commission, Housing Authority, City of San Diego or any of their respective officers, employees or agents.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Agreement.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

(d) Contractor shall obtain, and at all times during the term of this Agreement shall maintain, professional errors and omissions liability coverage in the minimum amount of One Million Dollars (\$1,000,000.00).

(e) Contractor shall obtain, and at all times during the term of this Agreement shall maintain, fidelity bond insurance coverage in the minimum amount of Fifty Thousand Dollars (\$50,000.00).

(f) All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(g) For any claims arising out of or in connection with Contractor's performance under this Agreement, the insurance required to be purchased and maintained by the Contractor shall be primary and non-contributory to any insurance carried by the Commission, the Housing Authority and/or the City of San Diego.

(h) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or nonrenewal of the insurance.

(i) All insurance required to be purchased and maintained by the Contractor shall be endorsed with a waiver of subrogation. Contractor's insurers, in their endorsements, agree to waive all rights of subrogation against the Commission, the Housing Authority, the City of San Diego, and their employees and agents for losses paid by Contractor's insurers that arise out of or in connection with Contractor's performance under this Agreement.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Agreement, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the Contractor will report to the project manager, payments made to all vendors by month, contract to date and percentage of overall contract value.

(b) Contractor and each subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin or any other basis prohibited by law.

(d) If any underrepresentation is found after submission of Contractor's workforce report, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEOP has been approved by the Commission, the Contractor must adhere to said plan. In the case of multi-year contracts, the Contractor will be required to submit annual workforce reports and EEOP updates as requested.

(e) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for not less than one (1) year.

209. Cost Records

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

210. Subcontracting

(a) No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

(d) Consistent with Presidential Executive Orders 11625, 12138, and 12432, Commission requires Contractor to take positive steps to ensure that small and minority-owned businesses, women's business enterprises, and other individuals and firms located in or owned in substantial part by persons residing in the area of the Commission and/or labor surplus areas are used whenever possible, if the subcontracting of services or work covered by this Agreement is anticipated. Such efforts shall include, but shall not be limited to: (i) including such firms, when qualified, on solicitation mailing lists; (ii) encouraging their participation through direct solicitation of proposals whenever they are a potential source; (iii) dividing total subcontract requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms; (iv) establishing delivery schedules, where the requirement permits, which encourages participation by such firms; and (v) using the services and assistance of the Small Business Commerce.

(i) A small business is defined as a business that is independently owned, not dominant in its field of operation and not an affiliate or subsidiary of a business dominant in its field of operation.

(ii) A minority-owned business is defined as a business which is at least 51% owned by one or more minority groups; or in the case of a publicly owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operation are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

(iii) A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

(iv) A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the U.S. Department of Labor in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

211. Assignability

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

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

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the

Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission, the Housing Authority or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, if the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Agreement may be terminated by the Commission on thirty (30) days' written notice to the Contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorney's Fees and Costs

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

216. Entire Agreement

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

217. Partial Invalidity

If any term, covenant, condition or provision of this Agreement is held by a court of

competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

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

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

(1) Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.

(2) Establish a drug-free awareness program to inform employees about all of the following:

- (a) The dangers of drug abuse in the workplace.
- (b) The Contractor's policy of maintaining a drug-free workplace.
- (c) Any available drug counseling, rehabilitation and employee assistance

programs.

- (d) The penalties that may be imposed upon employees for drug abuse violations.

(3) Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

(a) Provided, that the Contractor is not in default under the terms of this Agreement, the President & Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be exercised by the Contractor.

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the Contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the Contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the President & Chief Executive Officer of the Commission to exercise the option to extend the Agreement.

(e) The Commission and Housing Authority hereby delegate the authority to the President & Chief Executive Officer of the Commission to pay compensation to Contractor, during

the option period, on a prorata basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the Commission and/or Authority and include options for renewal may be renewed by the President & Chief Executive Officer or his/her designee at the previously stated terms for renewal. The President & Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

225. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

(a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,

(b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

226. Section 3 Contract Clauses

(a) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the

subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

227. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

228. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) Contractor will require that the above stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and

(d) Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

CONTRACT ATTACHMENT NO. 2 SPECIFICATIONS/SCOPE OF SERVICES

Contractor will provide professional relocation services as necessary under local, state and federal relocation regulations to permanently relocate income-ineligible residents at Mariners Village, located at 6847 Potomac Street in the City of San Diego, as needed to maintain eligibility for admission at 80% of Area Median Income (AMI).

SCOPE OF WORK

1. Determination of controlling relocation law and regulation:
 - a. Advise the Commission as to the applicability of federal and/or state relocation law and regulation.
 - b. Provide authoritative advice regarding relocation legal requirements.
2. Preliminary permanent relocation cost estimation:
 - a. Analyze preliminary information provided by property owners regarding the income qualification of incumbent households, to estimate the numbers of households that will probably exceed income limits for the proposed project.
 - b. Review and comment on project sponsors survey of the appropriate surrounding rental apartment market to opine as to the sufficiency of the proposed relocation budget for permanent relocation of over-income households
 - c. Estimate the cost of the total permanent relocation benefits required.
3. Noticing Requirements:
 - a. Advise the Commission as to the timing and substance of any and all required advance notices to incumbent tenants informing them of potential permanent and/or temporary relocation and informing them of their legal rights under the pertinent relocation law.
 - b. Prepare and deliver required notices to tenants.
4. Relocation Implementation:
 - a. Provide relocation assistance to over-income households eligible for permanent relocation benefits, to include presentation of available comparable accommodation opportunities, assistance in selecting and leasing comparable relocation accommodation, and facilitation of household move to new accommodation.
 - b. Establish a designated bank account for relocation benefits for moving expenses, potential replacement housing costs, and other relocation expenses ("Benefits").. Once the Commission has approved the Benefits of the household, the Commission will issue payment to such account to cover Benefits. Contractor will be responsible for disbursement of Benefits and shall retain all receipts for submission to Commission upon demand. Any remaining funds will be reimbursed to Commission at the conclusion of the project.
5. Development Team Participation:
 - a. Attend development team meetings as required to coordinate relocation requirements with the requirements of all other team participants and the overall development team budget and schedule objectives.
 - b. Assist project management with any and all relocation reporting requirements.

**CONTRACT ATTACHMENT NO. 3
COMPENSATION AND OPERATING EXPENSE SCHEDULE**

CONTRACTOR'S CONSULTING FEES:

Prepare and deliver Relocation Notices (NOE; 90 Day Notice to Vacate, 30 Day Notice to Vacate)	93 Households	5 hours @ \$77/hour	\$35,805
Prepare & Mail Non-Displacement Notices (assumes 46 households will not be relocated)	12 hours	\$60/hour	\$720
1 Community Meeting (1 Project Manager, 2 Agents)	5 hours	n/a	\$1,500
Interview Tenants	93	1.75 hours @ \$77/hour	\$12,531.75
Find and Provide Referrals for Replacement Housings (3 sets of 3)	93	5.5 hours @ \$77/hour	\$39,385.50
Advisory Assistance	93	8 hour @ \$77/hour	\$57,288
Claims and Payment Coordination for Relocation Benefits	93	6 hour @ \$77/hour	\$42,966
DSS Inspections at Replacement Dwelling	93	1.75 @ \$77/hour	\$12,531.75
Project Management (includes status reporting and client communications; monitoring schedule and budget, quality control and assurance)	201 hours (aprox 8 hours week/6 mos)	\$125/hour	\$25,122

The above fee schedule is based on the assumption that there will be no consulting services required for temporary relocation assistance outside of the mailing of Non Displacement Notices to 46 households identified as income eligible to remain at Mariner's Village. Additional services can be provided in accordance with the hourly rate schedule outlined below and this estimate can be modified if SDHC wishes to include Temporary Relocation Assistance services.

Rates assume relocation assistance is provided for six months from relocation interviews.

Rates assume that Epic will not be performing the vacancy inspections at the displacement dwellings.

Rates assume 3 sets of referrals are provided to each household. Additional referrals can be provided at an hourly rate.

Additional rates will be applied per the hourly rate schedule for complex and/or hardship cases requiring extensive planning and coordination.

Hourly Rate Schedule Name	Position	Hourly Rate
Lynette Overcamp	Advisory Manager for Relocation	\$140
Debbie Lundy	Project Manager	\$125

Angela Snyder	Senior Relocation Agent	\$85
Ada Fernandez	Relocation Agent	\$77
Mike Harris	Relocation Agent	\$77
Sarah Theakston	Project Administration	\$60

If Additional Relocation Assistance Is Identified And Needed:

Task	Fee
Residential Relocation Assistance for Less than 25 tenants	\$3,400/case
Residential Relocation Assistance for More than 25 tenants	\$2,450/ case

Rates for identified Other Direct Costs are as follows:

Type of Other Direct Costs:	Unit Cost:
Bluelines	\$1.00/sheet
Photographs	At cost
Overnight Mail	At cost
GIS Data	At Cost
Sub-consultants	Cost + 10%

PAYMENT OF RELOCATION BENEFITS:

The permanent relocation of the income-ineligible households shall be performed by Contractor. Based on Contractor's income analysis of households, 93 households shall be permanently relocated. The analysis showed that relocation benefits in an amount of TWO HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY THREE AND NO/100 DOLLARS (\$221,753.00) will be paid to households.

Contractor will establish a designated bank account ("Account") for relocation benefits for moving expenses, potential replacement housing costs, and other expenses ("Benefits"). Once the Commission has approved the Benefits of the household, the Commission will issue payment to such Account to cover Benefits. Contractor will be responsible for disbursement of Benefits and shall retain all receipts for submission to Commission upon demand. Any remaining funds will be reimbursed to Commission at the conclusion of the project.

CONTRACT ATTACHMENT NO. 4

THE SAN DIEGO HOUSING COMMISSION

CERTIFICATE OF COMPLIANCE

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

Epic Land Solutions, Inc.

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

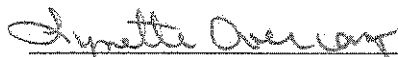
Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Lynette Overcamp

Name of Authorized Official

Vice President

Title



Signature of Authorized Official

04/18/2011

Date

CONTRACT ATTACHMENT NO. 5

SAN DIEGO HOUSING COMMISSION

1122 Broadway Suite 300, San Diego CA 92101

Name of Firm Epic Land Solutions, Inc.

Payroll Ending Date 04/22/2011

WORK FORCE REPORT OF SAN DIEGO 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) African-American, Black | (5) Caucasian |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Other ethnicity, not fitting into other groups |
| (3) Asian, Pacific Islander | |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian Pacific Islander		(4) American Indian		(5) Caucasian		(6) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial									13	6		
Professional Specialty												
Engineers/Architects												
Technicians and Related Support	2	2	4	6	1	2			7	12		
Sales												
Administrative Support/Clerical												
Services												
Precision Production, Craft and Repair												
Machine Operation, Assembly, Inspection												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers												
TOTALS EACH COLUMN	2	2	4	6	1	2			20	18		
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALL EMPLOYEES	2	2	4	6	1	2			20	18		

NONPROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

Indicate the gender and ethnicity composition of the board as required above.
Please indicate title of officers or board members as necessary.

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers

Vehicle and Mobile Equipment Mechanics and Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction
Construction Trades, Except Supervisors
Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleansers, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services

NAME OF COMPANY: Epic Land Solutions, Inc. TELEPHONE: (310) 626-4848

ADDRESS: 2601 Airport Drive, Suite 115

CITY Torrance STATE CA ZIP 90505

PREPARED BY: Diva Ramirez DATE: 04/18/2011

Senior Administrative Assistant