

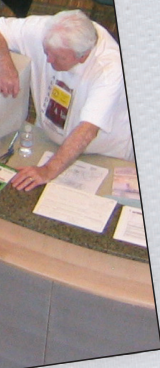


cccl
EMERYVILLE CENTER OF COMMUNITY LIFE

Our new Emeryville
Center of Community Life
Together we can
make it happen!



... for
growing



gether



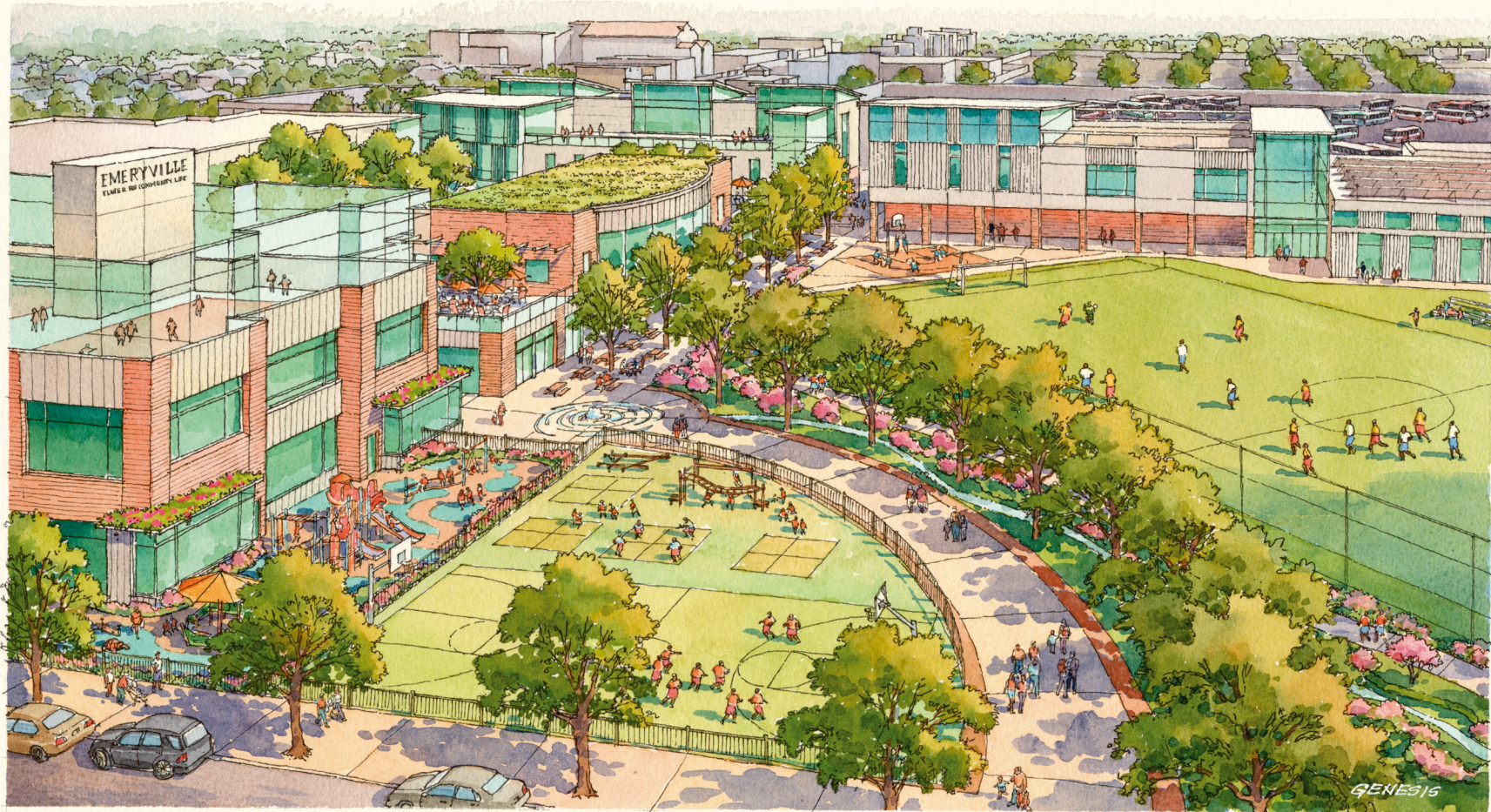
... for learning



Imagine a place ...

EMERYVILLE CENTER OF COMMUNITY LIFE

The Center of Community Life creates a new model for a 21st Century urban place that will give all of us a home away from home in which to play, learn, grow, and come together as a community.



- A unique and special place where schools, community services, arts and recreation programs are integrated to serve the entire Emeryville Community.
- A place that will transform the quality of life for all citizens of Emeryville by offering educational, recreational, cultural and social opportunities, and a variety of services and programs to support lifelong learning and healthy lifestyles.
- Public access to facilities and services for art, music and dance, job training, after school activities, fitness, technology, and health and social services.
- A continuum of services for everyone from infants to senior citizens, including health and family support programs, academic and career counseling, pre-kindergarten programs and parent resources.

Together we will make it happen!



The Emeryville Center of Community Life is a joint project of the City of Emeryville and the Emery Unified School District. When completed the complex will include approximately 160,000 square feet of new space, plus an additional 18,000 square feet of renovation. It will be constructed at the site of the existing Emery Secondary School, replacing an existing one story school facility with a new 3 story multi-use campus, incorporating an elementary school, secondary school, community center, and space for social service providers. Outdoor spaces include multi-use sports fields, playgrounds, a community courtyard, and a series of paths and plazas. The new Center will incorporate a range of sustainable features including passive elements such as daylighting and natural ventilation, and active systems such as water conserving fixtures and photovoltaic solar panels to generate energy on site. When completed, it truly will become the heart of the diverse and vibrant community that is Emeryville.



The collective vision held by the stakeholders in Emeryville who support the Center of Community Life project is presented in the Introduction that follows. It is of the utmost importance that respondents to this RFP read and fully comprehend this vision statement. It is our expectation that respondents will frame their presentations to us from the perspective of a real appreciation of what we seek to accomplish. We will be reading carefully in this regard, and from the first page of your response to the last, we will be looking for partners who enhance the collaboration demanded by the work.

INTRODUCTION to RFP for ARCHITECTURAL SERVICES

Many cities today struggle with the realities of modern times: transient populations, busy schedules, long commutes, reliance on technological conveniences, distrust of the unfamiliar, and the challenges of economic disparity and population displacement. The consequent habit that results, a kind of urban anonymity and isolation within the density of the place, often takes us away from knowing our neighbors and feeling individually responsible for our collective community.

The significant advancements in Emeryville over the last decade or so could potentially take us down this path of urban detachment, inaccessibility, and isolation. However, the City of Emeryville also consciously and intentionally believes that, even in our most challenging times, it is through our relationships and with a clear understanding of our common humanity that we have been able to carve an innovative and imaginative path to a better future.

It is because of these convictions that we seize this moment as an opportunity to pause, reflect on our history, consider our resources, and imagine the community that we want to become. At the core of this vision is our collective commitment to interrupting an otherwise inevitable trajectory towards that dense urban anonymous environment that no one wishes to create. Instead of travelling that route, we intend to realize our dream of an Emeryville that is finely aligned with our deeply held beliefs about the factors that build a high quality civic environment.

Today we seek to accentuate what makes Emeryville a different kind of modern city. We wish to create a city where you can chat with your elected representatives, a city that thrives with the participation of its local businesses, a city defined by its residents and their relationships, a city that acknowledges and works on the difficult challenges of inequity and racial complexity, a city that invests in its future through its young people, a city that respects the experience and expertise embodied in its seniors, and a city that understands and lives by the saying that “it takes a village.”

We recognize though many other cities struggle with these questions, there are a few models to follow. We believe that our honesty and dedication to this vision, however, equips us to pursue original and creative ideas, processes, and outcomes. Over the past seven years, we have built many partnerships amongst diverse stakeholders all of whom are highly invested in the success of this work. We invite you, through the process of this RFP for architectural design services, to join us in these efforts.

1. BACKGROUND & PROJECT DESCRIPTION

A. Background:

The City of Emeryville is a small urban city encompassing 1.2 square miles in the heart of San Francisco's East Bay Region, with a 2006 population of 8,537 according to the Department of Finance, and employment of about 20,000. The City was established in 1896 and grew into a center for industry and business during the early 20th Century. Prompted by the industrial decline of the 1980's, the City has experienced remarkable redevelopment during the life of the current 1987 General Plan and is expected to continue that transformation guided by the updated General Plan which is now nearing completion. Today Emeryville is a dynamic mixed-use city, with cutting-edge industry, both regional and local commercial centers, and new housing to support an increasing residential population. It is estimated that by 2030 Emeryville's population will be approximately 16,500 residents and employment of about 30,000.

The Emery Unified School District serves the students of the Emeryville community with programs for young people and their families. The District has less than one thousand students at two schools, a K-6 and a 7-12.

To optimize the District's ability to have a positive impact on its students and families, an unprecedented commitment of city and business leaders has sparked the forming and sustaining of multiple local partnerships. The City and schools have come together to support children and families both academically and socially through the Emery Youth Services Advisory Council (a group now called the Partners for Community Life) with new initiatives in arts, literacy, math, science, and recreation.

Partnership between City of Emeryville and Emery Unified School District

City of Emeryville: Community Services Department

In 2005, the Community Services Department was established to integrate the City's community services under a single department to maximize effectiveness and efficiency of service delivery as well as to coordinate the City's increasing efforts to address quality of life issues for the Emeryville community. The new Community Services Department consists of four divisions: Community Services Administration, Child Development Programs, Recreation Programs, and Senior Programs. The Community Services Administration Division coordinates and manages the City's overall community services initiatives as well as works closely with the Emery Unified School District in implementing the Youth Master Plan and other City/School District initiatives such as the proposed Emeryville Center of Community of Life. The Child Development programs Division currently provides high quality care and development services to children ages 4 months to five years at their center at 1220 53rd Street. The Recreation Programs Division provides recreational, educational, cultural and social activities for all ages that strengthen the community by promoting a sense of pride and unity. This division is currently housed at 4300 San Pablo

Avenue. The Senior Programs Division provides a comprehensive array of activities and services that promote healthy aging and contribute to the physical, emotional, and financial well-being of older persons in the Emeryville community at the Senior Center located at 4321 Salem Street.

Emery Unified School District: *"Where Partners Power Student Success"*

Emery Unified is a School District where the entire community – teachers, staff, principals, students, parents, artists, businesses and colleges – work together to educate each student so that everyone thrives, now and in the future. The District, sharing geographic boundaries with the city of Emeryville, is a small inner-city district comprised of two schools.

Emery Secondary School (grades 7-12) is a college preparatory secondary school where personalization is the key to success of its students.

Anna Yates Elementary School (grades K-6) is dedicated to academic excellence and provides an educational program designed to encourage each child to work effectively, uncover its talents, and communicate articulately.

Total District enrollment is currently in the neighborhood of 800 students, with approximately 370 attending Emery Secondary School and 430 attending Anna Yates Elementary School. For the Center of Community Life project, we are targeting an initial per grade cohort size of 60 students, with a strategy to grow the cohort size over time to 80 or 90 students per grade.

Guiding principles of the Emery Unified School District:

- 1) The educational programs and services represent “best practice” and hold high academic, social and professional expectations.**
- 2) The programs and services embrace collaborative governance structures and reflect a commitment to support innovation to end racist and classist practices.**
- 3) All programs and services belong to each and every Emeryville citizen and all programs devoted to creating a sense of family.**

Joint Needs of the Partners

The community is lacking recreational space and opportunities and this proposed project, the Emeryville Center of Community Life, will address this condition by adding indoor and outdoor recreation facilities for the entire community. Further, the project will consolidate schools with community facilities to create a center where space can be jointly used to benefit all members of the Emeryville community from pre-school youth to active elders. The project will allow the City to develop a permanent facility for Community Services programs, which are currently housed in temporary modular buildings, and will allow EUSD to replace the Emery High School campus (7-12 grade) with a new state-of-the art set of educational facilities serving all District students in all grade levels.

B. Project Description:

The Emeryville Center of Community Life (ECCL) is the community's vision of a unique and special community center; a place where schools, community services, arts and recreation programs are integrated to serve the entire Emeryville community. The Emeryville Center of Community Life has evolved with guidance from the Education and Youth Services Advisory Committee (now called the Partners for Community Life) and input from the Emeryville community. In 2003 a program plan was developed through community meetings and workshops with stakeholders that identified facility elements for recreational, educational, and cultural components of the Emeryville Center of Community Life. Starting from that base of information, a team of architects was hired in 2008 to develop a conceptual master plan for the new facility. That conceptual master plan has now estimated the size of the facility would be approximately 180,000 square feet of interior space made up of general instruction classrooms, meeting rooms, administrative offices, 2 gymnasiums, multi-purpose areas, art and music studios, dance and fitness studios, space for preschool and before and after school activities, technology centers, teacher work areas, parent and teacher resource areas, library, a health and wellness center, and approximately 215 parking spaces. The outdoor space would include soccer field, football field, baseball field, basketball courts, a year-round swimming pool, a running track, gardens, and green open space. For a detailed description of the entire program of the project, refer to the full conceptual master plan attached to this RFP.

The project now being commissioned through this RFP will build on the community's initial vision and will continue to honor a thorough community process involving as many stakeholders as possible to carry the conceptual master plan forward into reality. The City and the District are seeking a design team that will partner with the community in providing a full-service contract to begin from the imaginative starting point of the conceptual master plan and move the project forward through design, documentation, permitting, bidding, construction, and first-year-of-occupancy phases.

The vision that the community has developed over a number of years is reflected in the conceptual master plan that has been created for the Emeryville Center of Community Life. That master plan is attached to this RFP as Appendix A and it foresees a group of joint use facilities and flexible spaces clustered on a single site in a central part of the City, comprised of all the desired educational and community services programs needed and wanted by the community, and formed in a manner consistent with a number of goals. One primary goal is to produce within Emeryville a more connected and engaged network of community members and personal inter-relationships. The Center will serve as both a hub and a portal to that network. It will house activities that engage community members in ways that build and strengthen their bonds. It will facilitate the connections that allow people to encounter and know one another. Other goals are to embed life-long learning into the daily activities of everyone in Emeryville, to provide access to fellow citizens and to information, and to share the deep values that are crucial in determining how that information will be put to use and how those citizens can be in productive relationship with one another. Yet another goal is to create new open public spaces (particularly outdoor spaces) where there is room to share time and experiences, and build the network of social interactions that is, fundamentally, the essence of community. Especially for people living at the hectic pace of an

urban core environment, time is one of the scarcest of resources. So, the Center of Community Life seeks to place a high value on time spent sharing and experiencing a wide variety of social, educational, and cultural activities within the facilities, thus providing opportunities to develop social interconnections through the every-day use of those places. In addition, the goal of fostering an eminently sustainable and “green” set of community spaces also seeks expression in the Center which would become part of a city that is more walkable, more cohesive, smart in its growth, sustainable in all its endeavors, and the pride of its citizens. And finally, it is important in the Emeryville community for the Center to epitomize the cultural richness born from the collaborative diversity of the multi-cultural, multi-ethnic, and multi-generational citizens of Emeryville.

C. Project Design:

The City of Emeryville and the Emery Unified School District are interested in, and committed to, creativity in their approach to accomplishing the goals of this project. The Consultant’s demonstration of his/her ability to think and design creatively will be critical components of being selected for this work.

We are also committed to a proactive and engaged community process in undertaking the work that we do. A particular focus within this overall concern is the topic of youth engagement in these efforts. The process of envisioning the Emeryville Center of Community Life, building community consensus and support for it, advocating publicly for the policies that move toward accomplishing it, investigating the options for implementing its plans, and designing both the program for and physical appearance of that Center are all greatly instructive and rich as learning tools for interested community members of all ages. Therefore, the process has been to date, and will continue to be, as open to and inviting of input as possible. Likewise, the ultimate construction, or dismantling and reconstruction, of new and existing facilities are potentially enriching educational experiences. These circumstantial opportunities can and will be used to great advantage by both school and community services programs. Designing and building the new Center must be of benefit to the community now and in on-going ways throughout the multi-year process of its development. The successful respondent to this RFP will address specifically how they will make commitments to developing this important aspect of our work.

We are interested in enhancing the recreational, cultural, learning, and nurturing opportunities available in our programs and facilities. All environmental design will be focused on producing warm, welcoming, and inviting places for students, teachers, staff, parents, and all community members to gather and share experiences. The successful Consultant’s response to this RFP will clearly demonstrate their capabilities to assist us in this goal.

We are strongly devoted to goals of equitable recreational and educational outcomes for all of our families, students and community members, and realize that there is much diversity in our community. This is a fact to be celebrated and used as a source of richness in program and facility design. The successful Consultant’s response to this RFP will provide evidence of their ability to think and act in ways that would enhance these priorities.

We are committed to “green and sustainable” design, processes, and materials choices. Therefore, much emphasis will be placed on a firm’s prior experience with LEEDs certified and CHPS projects and energy-conscious and environmentally-sensitive designs when considering their qualifications for this project. In addition, a sustainable design is one that is frugal, flexible, and adaptable over time. We expect the Consultant to demonstrate their ability to think about the long-term operations and use of the facility.

As a result of the process you facilitate and the architectural design products you produce, we expect Emeryville to be a healthier, more equitable and sustainable city.

D. Project Location:

The project location has been identified as the existing Emery Secondary School site. The property is an approximately 7.5 acre parcel that is bounded by 47th and 53rd Streets on the south and north, by San Pablo Avenue on the east, and by the Emery Bay Village on the west. The site currently houses grades 7-12 for the Emery Unified School District, but will be vacated so that construction of the new Center of Community Life can occur. A mandatory tour of the site and existing facilities will be conducted on Friday 3 April 2009.

E. Project Construction Delivery Method:

The District and the City have chosen to pursue a lease/leaseback approach as the construction delivery method for the Center of Community Life project. An RFP will be issued for a lease/leaseback building partner. It is the intent of the District and the City to request pre-construction phase services from the lease/leaseback partner. The architect selected through this RFP process will work as a team member along with the lease/leaseback builder, the District, and the City to pursue the design and construction of the Center.

II. SCOPE OF WORK, SCHEDULE AND BUDGET

The scope of work for the project is best depicted by the conceptual master plan which has been developed and is available in draft form in Appendix A of this RFP. It is anticipated that the conceptual master plan will be finalized and adopted by the City Council and the School Board in April 2009. The Consultant will be expected to perform all work and analysis necessary to complete the scope of work. The work consists of the following phases: Schematic Design, Design Development, Construction Documents, DSA Approval, Award, Construction Administration, and Closeout/Post-Construction/Occupancy. Refer to the contract attached to this RFP for detailed information and description of the work phases.

Proposed Time Line for RFP Process

The District and City will distribute and advertise the RFP for the architect selection process beginning 20 March 2009. A mandatory tour of the proposed site for the new Center will be conducted on Friday 3 April 2009 beginning at 3:00 p.m. and starting at the entrance to the Emery Secondary School on 47th Street. One "Question and Answer Forum" will be held with potential respondents on Friday 10 April at 2:00 p.m. at the Emery Secondary School. Questions received up to and including the time of the "Q&A Forum" will be answered at that meeting and the answers will be distributed on Monday 13 April 2009. No other questions will be allowed or answered after the date of the "Q&A Forum". All RFP responses must be submitted no later than 3:00 p.m. on Friday 17 April 2009. Interviews of a short list of RFP respondents may be conducted on Saturday 16 May 2009. A maximum of three finalist firms may be selected and notified of their selection no later than Monday 18 May 2009. The finalist firms will prepare preliminary design proposal submittals due no later than 4:00 p.m. on Monday 8 June 2009. There will be a community event at 5:30 p.m. on Thursday 11 June 2009 at which time the finalists will present their preliminary design proposals. The architectural team chosen for the contract will be notified of their selection on Monday 29 June 2009. They will then begin negotiating the contract for the work with the District and the City. The other finalist firms not selected for contract negotiations will be paid a stipend of \$5000 for participating in the preliminary design and community presentation session. It is the intent of this process to begin the contract scope of work with the selected architectural team no later than 16 July 2009.

Required Time Line for Contract Performance

The District and City will complete the architect selection process by 16 July 2009. All design work for the project must be complete by or before 1 December 2009, and full and 100% complete construction documents must be submitted to DSA by or before 1 July 2010. Approved plans and specifications must be accomplished by 1 January 2011, and bids and/or negotiated contracts shall be awarded by 1 May 2011. Construction will begin at the Emery Secondary School site in June on the Monday following the last day of classes for the 2010-2011 District school year, and the project must be Substantially Complete by 1 May 2013. Final Completion of construction must occur by 1 July 2013 and move-in to the new Center will occur from 1 July 2013 to 1 September 2013. Closeout of the project with State agencies must occur by 1 January 2014.

Budget

The Project's allowable construction cost through final construction completion is \$95 million.

Project Funding

Emery Unified School District and the City of Emeryville will obtain Office of Public School Construction funds for the proposed Project using their eligibility for growth money and will combine that with local General Obligation Bonds, Redevelopment Agency funds, Federal funds and other sources to fund the construction work.

III. FORM OF PROPOSAL

Interested firms must submit an original, ten (10) complete hard copies and a PDF version of their proposal by **3:00 p.m., Friday, April 17, 2009** to Roy Miller, District Architect, at the Emery Unified School District, 4727 San Pablo Avenue, Emeryville, CA 94608, to be considered. Proposals received after that date and time will not be accepted. Faxed or emailed proposals will not be accepted. Respondents are asked to print proposals duplex, use recycled paper, and to have simple binding (staplers or clips).

Proposal content and completeness are most important. Brevity and clarity are essential and will be considered in assessing the respondent's capabilities. Each proposal should include:

- A. *Transmittal Letter.* A transmittal letter should include the name, telephone number and e-mail address of a contact person.
- B. *Title Page.* The title page should include the respondent's firm(s, in the case of a consultant team), address where the work of this contract will be performed, telephone number, and name and e-mail address of contact person.
- C. *Table of Contents.*
- D. *Overview and Summary.* This section should provide general information on the Consultant's company history and capabilities which best qualify it for the Center of Community Life project. Also provide an "executive summary" of the most important reasons that the Consultant considers itself uniquely qualified to be selected for this project.
- E. *Approach to the Work.* Provide a statement briefly describing your firm's design philosophy and methodology. Also provide a clear statement of the firm's understanding of the nature of the work of this project and the extent of services that will be required commensurate with the accomplishing all of the project goals.

All respondents will prepare a project work plan to produce the work given the time parameters stipulated above in “Required Time Line for Contract Performance”. The work plan will include major milestones as well as anticipated meetings, workshops, drafts, coordination and review periods, and authorizations required to proceed to the next phase.

1. A work plan, including a task description and hours for each task. The proposal should discuss how the Consultant plans to conduct each task and subtask of the project.
2. A schedule, showing the expected and logical sequence of tasks, subtasks and important milestones.
3. A staffing plan for each task and subtask of the work. Identify all staff by name and the specific tasks for which each individual will be responsible and the percentage of their workload that will be devoted to this project.

F. *Qualifications and References*

1. A maximum six-page (three duplex pages) statement of the Consultant’s qualifications and previous experience in conducting similar work, including a summary of at least the three (3) projects most similar to and relevant to the proposed Center of Community Life within the past five years, including the client agency, the design contract term and amount, the specific services provided to the client, the construction contract amount (defining: 1. the construction estimate, 2. the bid amount, and 3. the final actual construction cost including all change orders), and at least one contact person (with telephone number and e-mail address) who may be contacted as a reference for each project listed.

2. Identify the key personnel who would be assigned to this project for each phase of the work and describe their roles. For each of the key personnel, provide a one-page resume that focuses on their experience with projects similar to the proposed Center of Community Life within the past 5 years. For registered architects, engineers, and other licensed individuals, list their license numbers with dates and places of licensing. Note that persons identified as key personnel must be made available for interview upon request and will be required, in any future contract that may occur, to be assigned to this project.

Also list and describe any project-related activities of planners, community organizers, educational experts, or any other individuals or disciplines that you will include on your team in order to accomplish the goals of the process that we envision.

3. Identify proposed team’s methodology and success in working with extensive community involvement. Highlight any work where community organizers were engaged as part of the team. Also highlight youth involvement opportunities that the team has enabled.

4. A summary of the Consultant’s litigation history for the past five years.

G. *Proposed Design Team Fees.*

Provide a description and breakdown by phase of work of proposed design team fees for the Center of Community Life project, as set forth in Appendix A, Conceptual Master Plan. Fee proposal shall be based on the stipulations described in the attached contract form. Fully describe scope that is included in the fees proposed but not stipulated in the contract, if any.

H. *Completed DVBE and DBE Process Forms.*

All DVBE and DBE Forms and accompanying process documentation must be completed and included as part of the RFP submittal. See Appendix D for general information regarding the DVBE and DBE process. It is the proposer's responsibility to be fully informed regarding the requirements of current State and Federal programs for DVBE and DBE program participation. It is also the proposer's responsibility to comply with all of those requirements when submitting a response to this RFP. Neither the District nor the City of Emeryville has established program participation rates for DVBE or DBE other than those required for participating in State or Federal funding programs.

I. *Questions/Clarifications on the RFP.*

Questions or clarifications to the RFP must be made in writing to Roy Miller, the District Architect, by e-mail at roy.miller@emeryusd.org. Any clarification to the RFP will be sent to all respondents that indicate the intent to submit a proposal. One "Question and Answer Forum" will be held with potential respondents on Friday 10 April at 2:00 p.m. at the Emery Secondary School. Responses to questions received up to and including the time of the "Q&A Forum" will be answered at that meeting and the answers will be distributed on Monday 13 April 2009. No other questions will be allowed or answered. All contact for information on this project must be through the District Architect. Contact with District or City elected officials or staff not channeled through the District Architect will be grounds for disqualification from the RFP process.

IV. PROPOSAL EVALUATION

- A. *Review for Responsiveness.* The Community Services Director and EUSD Superintendent, in consultation with other City and School District departments will conduct an initial review of each proposal for general responsiveness. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation criteria will be considered non-responsive.
- B. *Evaluation.* Responsive proposals will then be evaluated by a 7 member sub-committee of the City/School Committee that will include two (2) City Council Members, two (2)

School Board Members, two (2) community members, and one (1) student member; based on the following evaluation factors:

- Individual project staff and consultant's expertise and experience in designing and constructing joint recreational, community services, and educational facilities.
- Approach to conducting and completing the project, including but not limited to:
 - understanding of the purpose, requirements and constraints of the project; effectiveness and thoroughness of proposed work plan and schedule; likelihood of accomplishing project objectives particularly relating to both time and budget parameters; strategy for managing resources, including subcontractors' personnel, and project output.
- Demonstrated ability to integrate consultant's expertise into a highly productive and supportive Owner/Architect/Builder team.
- Fees proposed for the work and the relative value of services offered for those fees.
- Experience in facilitating large group meetings, including meetings with City and School staffs, with elected officials, and with community stakeholders including the skills necessary to set clear directions, solicit feedback, and build consensus.
- Communications skills including writing ability, as evidenced by proposal and writing sample, and presentation skills (if interviews or discussions are held).

Following the initial evaluation, the sub-committee may elect to recommend to the entire City/School Committee, award to a particular Consultant on the basis of written proposals alone, with or without interviews, may enter into discussions with a "short list" of respondents within the competitive range, consisting of those respondents reasonably likely, in the opinion of the panel, to be awarded the contract, or may proceed to conduct the preliminary design proposal process with three finalists as described in the "Proposed Time Line for RFP Process" section above.

The District and the City may choose to discuss with a "short list" of Consultants to develop a detailed plan for the management of the project, identifying, for each task and subtask, specific work elements and products, schedules, personnel assignments, costs, and milestones.

The District and the City reserves the right not to convene discussions and to make an award on the basis of initial proposals, with or without interviews and with or without a preliminary design finalist phase. References will be checked for short-listed candidates and will affect the final evaluation of short-listed firms, if any.

- C. *Recommendation for Award.* Following the conclusion of the process described in section "Proposed Time Line for RFP Process" above (whenever it is conducted), the Community Services Director will convey the Committee's recommendation for a consultant to the City Manager. If approved by the City Manager, the recommendation will be presented to

the City Council for approval. Likewise, the District Architect will convey the Committee's recommendation for a consultant to the Superintendent of Schools and if approved by the Superintendent, the recommendation will be presented to the School Board for approval.

V. GENERAL CONDITIONS

A. *Limitations.* This request for proposal (RFP) does not commit the District or City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP. The District and the City reserve the right to postpone selection for their own convenience, to withdraw this RFP at any time, and to reject any and all submittals without indicating any reason for such rejection. Submitted proposals become the property of the District and the City. Additional material submitted that is not specifically requested will not be considered. Materials that are submitted will not be returned.

B. *Contract Arrangements.* The selected proposer will be expected to execute a contract similar to the District's Professional Services Agreement, which is attached to this RFP as Appendix B. Particular attention should be paid to the insurance and indemnification requirements. If a respondent wishes to propose a change to any provision in the agreement, any such modifications must be discussed in the proposal. The contract resulting from this RFP will be compensated primarily as a lump sum contract on the basis of satisfactory completion of phases of work and associated deliverables.

ATTACHMENTS

**APPENDIX A,
CONCEPTUAL MASTER PLAN for EMERYVILLE CENTER OF COMMUNITY LIFE**

**APPENDIX B,
CONCEPT DIAGRAMS**

**APPENDIX C,
DRAFT PROFESSIONAL SERVICES AGREEMENT**

**APPENDIX D,
DVBE and DBE for GENERAL INFORMATION**

**APPENDIX A,
CONCEPTUAL MASTER PLAN for EMERYVILLE CENTER OF COMMUNITY LIFE**

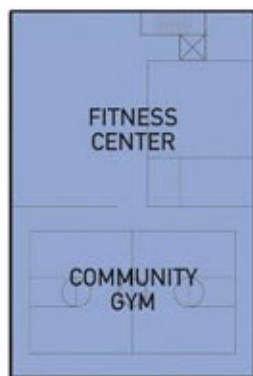


FIELD PAOLI/HKTT ARCHITECTS

SAN PABLO AVENUE

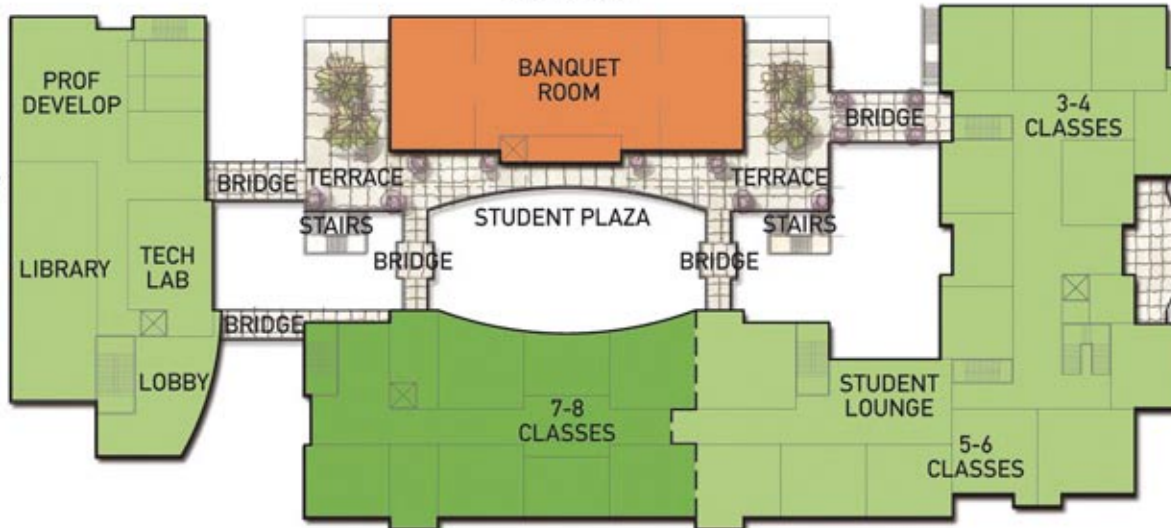


P.E./ SPORTS
& RECREATION



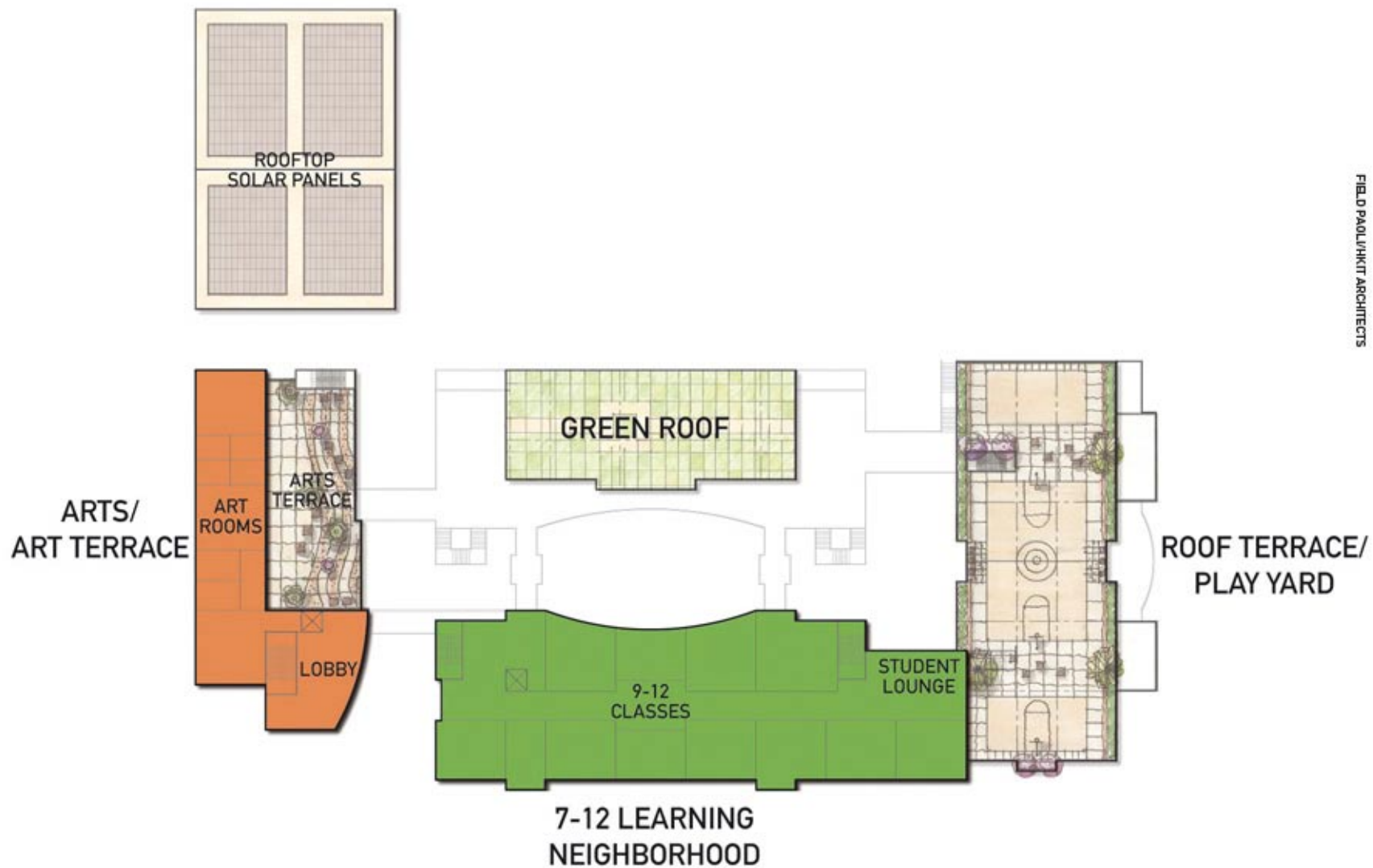
ARTS/ PERFORMANCE
DINING

EDUCATION/
LIBRARY

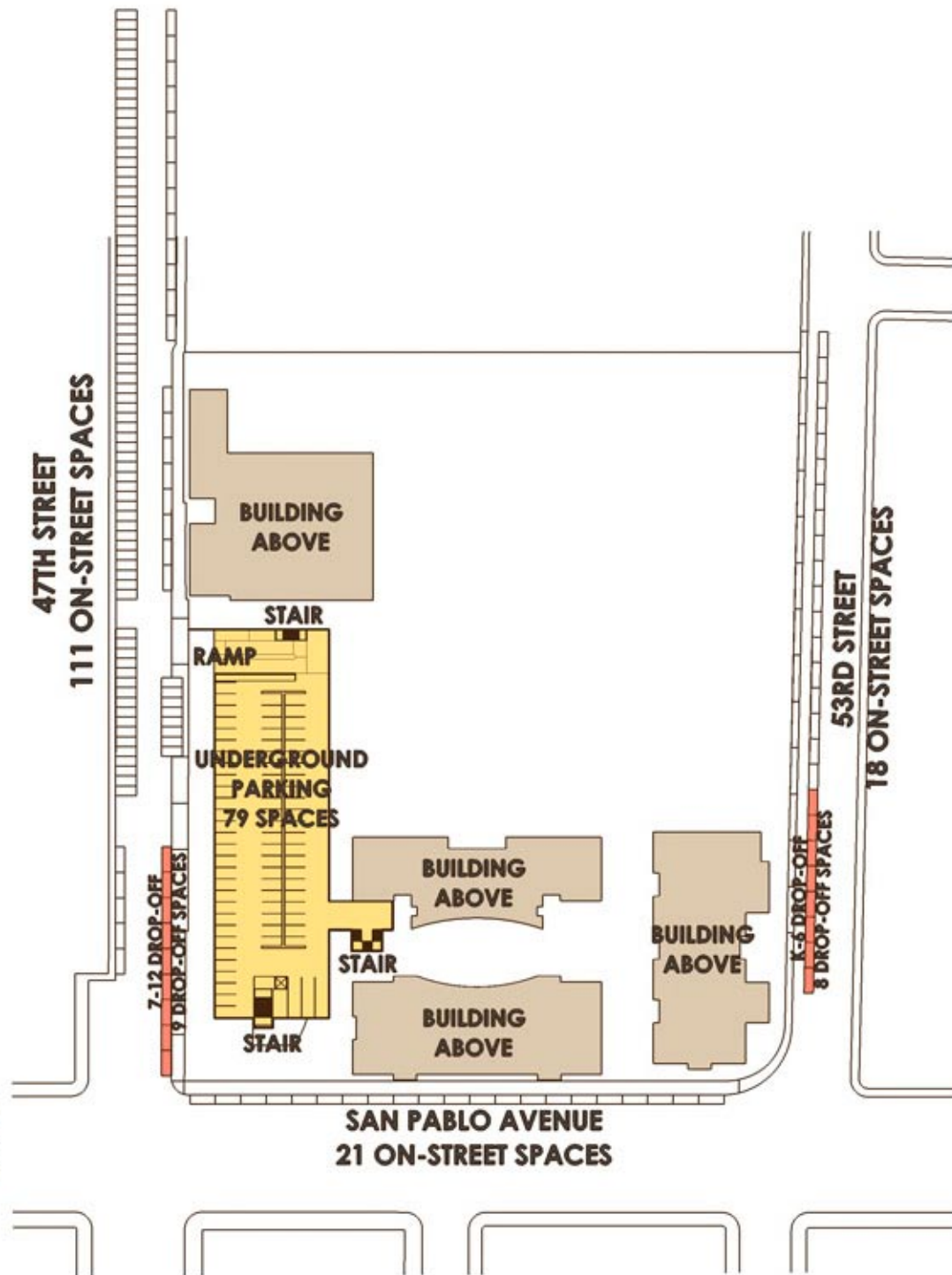


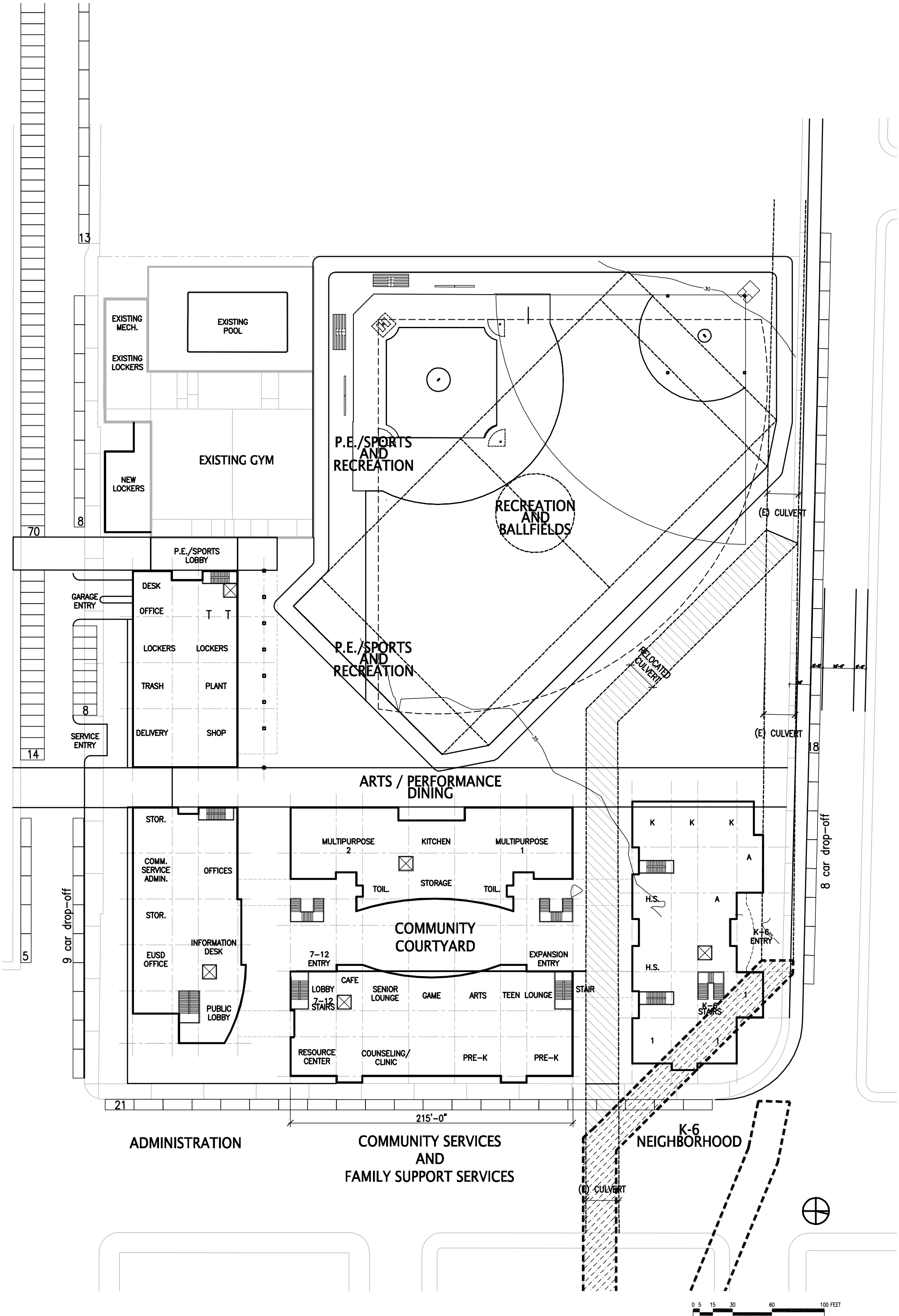
K-6 LEARNING
NEIGHBORHOOD

7-12 LEARNING
NEIGHBORHOOD



PARKING SUMMARY:
229 SPACES
17 DROP-OFF SPACES





GROUND FLOOR PLAN























EMERYVILLE CENTER FOR COMMUNITY LIFE - PROGRAM

Presented: 12/4/2008

Field Paoli / HKIT

Utilization Key

Community- Community has priority use of space	EUSD - School has priority use of space	Shared - Space is shared by community and school
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Space Program - REVISED DRAFT

Name of Space	Size of Space (Sq. Footage)	Capacity of Spaces (people, workstations, etc.)	Adjacencies	Attributes	Utilization- School Day 8:00 - 3:30	Utilization- Before and After School	Utilization- Evenings	Utilization- Weekends	Utilization- Summer	Notes
A. Administration										
A.1	EUSD Administration (Incl. Adult Ed. Admin.)	2,500	8 workstations, 5 offices, 1 Conf. Rm. For 20	School(s), Comm. Serv. Admin	"Joint" Administrative space	EUSD	EUSD	EUSD	EUSD	
A.2	Board Room		max. 60 for meetings	EUSD Admin, CD Admin, Schools						
A.3	Meeting Room	800	max. 50 for meetings		Use as "rental space" for public events, evenings and weekends	Shared	Shared	Shared	Shared	Shared space.
A.4	EUSD-Centralized Records Storage	500		EUSD Admin		EUSD	EUSD	EUSD	EUSD	
A.5	EUSD - Large Item Storage	1,000		Near truck access		EUSD	EUSD	EUSD	EUSD	
A.6	Community Services Admin. Offices	2,750	12 Workstations, 3 offices, 1 Conf. Rm. For 15			Community	Community	Community	Community	
A.7	Reception Area / Community Services Lobby	1,000		Comm. Serv. Admin./EUSD	Light filled, celebrate Emeryville's diversity, under represented ethnic communities; indian, arabic, hispanic	Shared	Shared	Shared	Shared	
A.8	Employee Break Room	500	25 people, 15 for Comm. Serv.	Comm. Serv. Admin./EUSD	Shared	Shared	Shared	Shared	Shared	
A.9	Copy and Resource Room	500		Comm. Serv. Admin./EUSD	Shared Equipment, copiers, etc. Paper, supplies need to be separate for accounting	Shared	Shared	Shared	Shared	
A.10	Commun. Services - Centralized Records Storage	500		Comm. Serv. Admin.		Community	Community	Community	Community	
A.11	CM - Large Item Storage + ECAP Storage	1,000	1,000 sf CS Admin + 1,500sf-ECAP	Near truck access		Community	Community	Community	Community	
A.12	Volunteer Program / Coordinator		Incl. in CS Admin.	Incl. in Comm. Serv. Admin.		Community	Community	Community	Community	
A.13	Emery Education Foundation	300	2 workstations	Comm. Serv. Admin.		EUSD	EUSD	EUSD	EUSD	
	Subtotal Administration	11,350								
	Grossing Factor - 25%	2,838								
	Total Square Footage (rounded)	14,188								
B. Arts, Performance and Dining Programs										
art gallery throughout										
B.1	Music Studio, Including Sound / Mixing Studio and Practice Rooms	2,500	1 rm. @ 2,000sf + 300sf practice rooms + storage @ 200sf	Schools		EUSD	Community	Community	Community	School has usage during school hours, Community has priority usage all other times.
B.2	Art Studio with Dark Room and Storage Space	1,800	1500 + storage (300)	Schools/Public	"Clean Studio", space for visiting artist	EUSD	Community	Community	Community	School has usage during school hours, Community has priority usage all other times.
B.3	Art Studio w/ Storage	2,000	1600 + storage (400)/ and outdoor caged kiln	Comm. serv., Schools, art/tech, truck access	"Dirty Studio", include kiln, space for visiting artist	EUSD	Community	Community	Community	School has usage during school hours, Community has priority usage all other times.
B.4	Multi-Purpose Space One - 500 + assembly capacity, 260 +/- Dining Capacity. Moveable platform style stage	4,000	School Dining, Rental Banquet, 4,000 sf incl. platform style stage, adequate furniture storage. Assume two lunch periods per day, maximum.	School Dining and Assembly Facility, Comm. Service Center, Catering Kitchen, Outdoor plaza	Dining/Multi-use for schools, Community "Banquet" rental space (200-300), theatrical productions (no fly), AV capacity	EUSD	EUSD	EUSD	Community	School has usage on school days, Community has priority usage all other times.
B.5	Multi-Purpose Space One - 500 + assembly capacity, 260 +/- Dining Capacity. Moveable platform style stage	4,000	School Dining, Rental Banquet, 4,000 sf incl. platform style stage, adequate furniture storage. Assume two lunch periods per day, maximum.	School Dining and Assembly Facility, Comm. Service Center, Catering Kitchen, Outdoor plaza	Dining/Multi-use for schools, Community "Banquet" rental space (200-250), theatrical productions (no fly), AV capacity	EUSD	EUSD	EUSD	Community	School has usage during school hours, Community has priority usage all other times.
B.6	Multi-Purpose Space Three - Function Room with Pre-Function Room, Small Fixed Stage - 500+ assembly capacity, 200 - 300 Dining	5,000	Dining Facility with Function and Pre-function rooms, Pantry/Warming Kitchen for caterers, adequate furniture storage. Future School Dining as needed.	Comm. Service Center, Catering Kitchen, Outdoor Terrace	Dining/Multi-use for schools, Community "Banquet" rental space (200-300), theatrical productions (no fly), AV capacity	Community	Community	Community	Community	Community has priority usage
B.7	Theater		Full stage and fly, raked floor, seating for 300							
B.8	Green Room/Drama Classroom with toilets		Classroom plus dressing rooms/toilets							
B.9	Commercial / Catering Kitchen with teaching area	2,000	1,800sf Comm. Kitchen + 200sf teaching area	Eating areas, Multi-purpose rooms, Comm. Service Center		Shared	Shared	Shared	Shared	Shared usage
B.10	Toilet Room/Custodial	1,000				Shared	Shared	Shared	Shared	Shared usage

EMERYVILLE CENTER FOR COMMUNITY LIFE- PROGRAM

Presented: 12/4/2008

Field Paoli / HKIT

Utilization Key

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Space Program - REVISED DRAFT

Name of Space	Size of Space (Sq. Footage)	Capacity of Spaces (people, workstations, etc.)	Adjacencies	Attributes	Utilization- School Day 8:00 - 3:30	Utilization- Before and After School	Utilization- Evenings	Utilization- Weekends	Utilization- Summer	Notes
B.11	Receiving/Delivery/Trash and Recycling (SF included)									
	Subtotal - Arts and Performance	22,300								
	Grossing Factor - 25%	5,575								
	Total Square Footage (rounded)	27,875								
Name of Space	Size of Space (Sq. Footage)	Capacity of Spaces (people, workstations, etc.)	Adjacencies	Attributes	Utilization- School Day 8:00 - 3:30	Utilization- Before and After School	Utilization- Evenings	Utilization- Weekends	Utilization- Summer	Notes
C. Community Services & Family Support Programs										
	Before & After School Program/ Summer Camps Program - "Activity Centers" - K/4		lobby/outdoor space	"heart of the center", art gallery throughout						
C-1	Before & After School Program/ Summer Camps Program - "Activity Centers" - K/4									Assume use of EUSD classroom
C-2	Before & After School Program/ Summer Camps Program - "Activity Centers" - 2/3									Assume use of EUSD classroom
C-3	Before & After School Program/ Summer Camps Program - "Activity Centers" - 4/5									Assume use of EUSD classroom
C-4	Before & After School Program/ Summer Camps Program - "Activity Centers" - Middle School									Assume use of EUSD classroom
C-0	Game Room with large game tables	1,200	Dedicated Game Room		Community	Community	Community	Community	Community	
C-00	Arts and Crafts Classroom	1,000	Dedicated Arts and Crafts Room		Community	Community	Community	Community	Community	
C-5	Before & After School Program/ Summer Camps Program - "Activity Centers" / Senior Lounge	1,200	Outdoor play, kitchen, tech. lab, arts and music	Activity Room - Senior Lounge/Card Room	Community	Community	Community	Community	Community	
C-6	"Activity Center" - Teen Center	2,000	Comm. Serv., school(s)	Must be "Owned" by teens	Community	Community	Community	Community	Community	
C-7	Café/Lounge	1,000	Kitchen	Home style kitchen/lounge for daytime, afterschool, summer and evening activities	Community	Community	Community	Community	Community	
C-8	Pre-K classroom (include restrooms)	2,400	2 rooms @ 1200sf	"Parent Co-op", "Mommie and Me" type program. Dedicated child space. Include restrooms	Community	Community	Community	Community	Community	
C-9	Community (Family) Resource Center (incl. ECAP), "Wellness Center"	2,000	15 workstations	Center hub, gardens, DayCare	Community	Community	Community	Community	Community	
C-10	Community Meeting and / or Counseling Rooms	1,000	2 rooms each 10 people + 1 large group subdividable space	Comm. Serv. Admin., reception / lobby, Comm. Resource Center	Community	Community	Community	Community	Community	
C-11	Life Skills Training (shares other classroom space)	0	30 people + instructor	Comm. Resource Center, school(s)	Community	Community	Community	Community	Community	
C-12	Health Clinic / Dental Clinic w/ own reception area	500	2 exam rooms 200sf ea., cot room	Comm. Resource Center, school(s)	Community	Community	Community	Community	Community	
	Subtotal - Community Services	12,300								
	Grossing Factor - 25%	3,075								
	Total Square Footage (rounded)	15,375								
Name of Space	Size of Space (Sq. Footage)	Capacity of Spaces (people, workstations, etc.)	Adjacencies	Attributes	Utilization- School Day 8:00 - 3:30	Utilization- Before and After School	Utilization- Evenings	Utilization- Weekends	Utilization- Summer	Notes
D. Education Programs										
D.1	Library for School and Community Use / Literacy / Career/ Adult Education	4,000	1 large shared facility	Comm. Serv., school(s), tech., media	EUSD	Shared	Shared	Shared	Shared	School has usage during school hours, Shared Use all other times.
D.2	Technology Lab (At Library)	1,200	1 shared space	Comm. Serv., school(s), library	EUSD	Shared	Shared	Shared	Shared	School has usage during school hours, Shared Use all other times.
D.3	Professional Development Center (for Instructors)	3,400	2 classrooms @ 1,200 sf each plus conf/meeting space. Consider movable partitions.	Comm. Serv., school(s), EUSD admin.	EUSD	Shared	Shared	Shared	Shared	School has usage during school hours, Shared Use all other times.
D.4	Student Support Center - Tutoring / Mentoring / Study		4-space	school(s), classrooms						
D.5	Multi-Media Space (yearbook, newspaper, video)									
D.6	Lecture Hall									
D.7	Public Safety / School Safety Programs	200	1 shared by all schools	school(s)	EUSD	EUSD	EUSD	EUSD	EUSD	
	Subtotal - Education	8,800								

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Space Program - REVISED DRAFT

Name of Space	Size of Space (Sq. Footage)	Capacity of Spaces (people, workstations, etc.)	Adjacencies	Attributes	Utilization- School Day 8:00 - 3:30	Utilization- Before and After School	Utilization- Evenings	Utilization- Weekends	Utilization- Summer	Notes
Grossing Factor - 25%	2,200									
Sub-total Square Footage (rounded)	11,000									
D.8 K-6 Neighborhood - 420 Students - 60 Student Cohort / INCLUDES EXPANSION CLASSROOMS (Future K-5/80 Student = 41,875sf)		Summary Only - See School Neighborhood Document for Detailed Information								
Welcoming Center - School Administration, support, meeting space		school admin, support, meeting areas, 6,300 nsf			EUSD	EUSD	Community	Community	Community	
Kindergarten Classrooms - (kindergarten/1 loop)	3	1,350 nsf classrooms			EUSD	Community	Community	Community	Community	School has usage during school hours, Community has priority usage all other times.
First Grade Classrooms (kindergarten/1 loop)	3	1,350 nsf classrooms			EUSD	EUSD	Community	Community	Community	School has usage during school hours, before and after school, Community has priority usage all other times.
Second Grade Classrooms (2 - 3 loop)	3	1,000 nsf classrooms			EUSD	Community	Community	Community	Community	review use
Third Grade Classrooms (2 - 3 loop)	3	1,000 nsf classrooms			EUSD	EUSD	Community	Community	Community	
Fourth Grade Classrooms (4 - 5 loop)	2	1,000 nsf classrooms			EUSD	EUSD	Community	Community	Community	
Fifth Grade Classrooms (4 - 5 loop)	2	1,000 nsf classrooms			EUSD	EUSD	Community	Community	Community	
6th Core Classrooms										
Math/Science	1	1,200 nsf classrooms			EUSD	EUSD	Community	Community	Community	
English/Social Studies	1	1,200 nsf classrooms			EUSD	EUSD	Community	Community	Community	
Computer/Tech Lab	1	1,200 nsf tech lab			EUSD	Community	Community	Community	Community	
Science Center	1	1,200 nsf wet lab			EUSD	Community	Community	Community	Community	
Exploratory Lab	1	1,200 nsf wet lab			EUSD	Community	Community	Community	Community	
Expansion Classroom (K-1)	2	1,350 nsf classrooms			EUSD	EUSD	Community	Community	Community	Head Start
Expansion Classroom (2-5)	2	1,000 nsf classrooms			EUSD	EUSD	Community	Community	Community	
subtotal classrooms	25									
Sub-total Gross Square Footage (rounded)	43,875									
D.10 7-12 Neighborhood - 360 Students - 60 Student Cohort (Future 9 -12/ 80 Student Neighborhood = 24,000sf)		Summary Only - See School Neighborhood Document for Detailed Information								
Welcoming Center - School Administration, support, meeting space		school admin, support, meeting areas, 5,300 nsf			EUSD	EUSD	Community	Community	Community	School has usage during school hours, Community has priority usage all other times.
7th Core										
Math/Science	1	1,100 nsf classrooms			EUSD	EUSD	Community	Community	Community	review use
English/Social Studies	1	1,100 nsf classrooms			EUSD	Community	Community	Community	Community	
8th Core										
Math/Science	1	1,100 nsf classrooms			EUSD	EUSD	Community	Community	Community	
English/Social Studies	1	1,100 nsf classrooms			EUSD	Community	Community	Community	Community	
Core 9-12										
Math/Science	2	1,100 nsf classrooms			EUSD	EUSD	Community	Community	Community	
English/Social Studies	2	1,100 nsf classrooms			EUSD	Community	Community	Community	Community	
Language Lab	1	1,100 nsf classrooms			EUSD	Community	Community	Community	Community	
Computer/Tech lab	1	1,100 nsf classrooms			EUSD	Community	Community	Community	Community	
Science Centers										
Physics Lab	1	1,500 nsf lab			EUSD	Community	Community	Community	Community	
Biology Lab	1	1,500 nsf lab			EUSD	Community	Community	Community	Community	
Chemistry Lab	1	1,500 nsf lab			EUSD	Community	Community	Community	Community	
Prep Room		200 nsf prep area (s)			EUSD	EUSD	EUSD	EUSD	EUSD	
subtotal classrooms	13									
Sub-total Gross Square Footage (rounded)	26,250									
Total Square Footage (rounded)	81,125									
D.11 FUTURE 6-8 Neighborhood - 240 Students - 60 Student Cohort = 17,750sf										
E. PE, Sports and Recreation										
E.1 Existing School Gym - Includes large gym (90' x 124'), stage and stage craft, two exercise rooms, offices, toilet rooms, storage	18,600	Large scale gym (11,160 +/-)	before/after school programs, schools	Full Court/Two Cross Courts. Improve acoustics	EUSD	EUSD	Shared	Shared	Community	
E.2 Community Recreational Gym	8,500	large scale gym	before/after school programs, schools	Full Court/Two Cross Courts	Community	Community	Community	Community	Community	
E.3 Dance Studio	1,750		gym		EUSD	Community	Community	Community	Community	

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Space Program - REVISED DRAFT

Name of Space	Size of Space (Sq. Footage)	Capacity of Spaces (people, workstations, etc.)	Adjacencies	Attributes	Utilization- School Day 8:00 - 3:30	Utilization- Before and After School	Utilization- Evenings	Utilization- Weekends	Utilization- Summer	Notes
E.4 Fitness Room	1,750		gym	Weight equipment	EUSD	Community	Community	Community	Community	
E.5 Cardio Room	1,750		gym	Cardio equipment	EUSD	Community	Community	Community	Community	
E.6 High School Athletic Classroom		See existing gym above	gym							
E.7 Team Room(s)			gym	Media, white board, benches						
E.8 Student toilet, lockers, showers - One Existing (1,850 +/-)		200 lockers each gender plus oversized athletic lockers	Large gym	Dedicated locker rooms for student use	EUSD	EUSD	EUSD	EUSD	EUSD	
E.9 Student toilet, lockers, showers - One New	2,000	200 lockers each gender plus oversized athletic lockers	Large gym	Dedicated locker rooms for student use	EUSD	EUSD	EUSD	EUSD	EUSD	
E.10 Community toilets, lockers, showers (pair)	2,000		Gym/Pool	Community use lockers	Community	Community	Community	Community	Community	
Family Changing Rooms (Two) - Use section of (e) gym		Changing room with shower/toilet, 250 each			Community	Community	Community	Community	Community	
Coaches locker room, office area, toilet, shower (E) gym			Large gym	PE coaches, athletic program coaches	EUSD	Community	Community	Community	Community	
Sport Equipment Storage (Assume 1/2 of the storage is in the existing gym)		Storage room for sports equipment. Subdivide for school and recreational equipment storage		Could be subdivided for various seasonal equipment	Shared	Shared	Shared	Shared	Shared	
Sport Equipment Storage (1,000 sf total)- Assume 1/2 of the storage is in the new gym	500				Community	Community	Community	Community	Community	
Subtotal - Sports and Recreation (without exist. Gym)	18,250									
Grossing Factor - 25%	4,563									
Subtotal Square Footage - New PE/Athletics (rounded)	22,813									
Total Building Program										
Total New Building	161,375									
Total Existing Building - Gym Building	18,600									
sum of A through E gross square footage	179,975	Area/Percent Difference:	54,695	Percentage Reduction	0.23					
F. Pool										
F.1 Swimming pool and deck		25 yard pool, recreational	locker rooms							
G. Outdoor Areas										
G.1 Football Field		Schools, before/after, commun.	Ground Level		EUSD	EUSD	Community	Community	Community	
G.2 Softball Diamonds (Two) or One Softball, One Baseball		Schools, before/after, commun.	Ground Level/Combine with Football Field		EUSD	EUSD	Community	Community	Community	
G.3 Running Track (Non-regulation)		Schools, before/after, commun.	Ground Level		EUSD	Community	Community	Community	Community	
G.4 Outdoor Basketball Courts (Two)		Schools, before/after, commun.	Ground Level		EUSD	Community	Community	Community	Community	
G.5 Play Yard and Apparatus - Kindergarten		Schools, before/after, commun.	Ground Level		EUSD	Community	Community	Community	Community	
G.6 Play Yards - 1-3		Schools, before/after, commun.	Ground Level		EUSD	Community	Community	Community	Community	
G.7 Play Yards - 4-5		Schools, before/after, commun.	Roof Level or Ground Level		EUSD	Community	Community	Community	Community	
G.8 Play Yards - Middle School		Schools, before/after, commun.	Roof Level		EUSD	Community	Community	Community	Community	
G.9 Outdoor eating space		Schools, before/after, commun.	Ground Level		Shared	Shared	Shared	Shared	Shared	
G.10 Ampitheater / Court Yard space		Schools, before/after, commun.	Ground Level		Shared	Shared	Shared	Shared	Shared	
F. On-Site Parking										
H.2 Vehicle Storage			10 vans/trucks							

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM										
									Field Paoli / HKIT	12/4/2008
TWO SCHOOLS - 60 STUDENT COHORT										800 Student Capacity
D.14 K - 6 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios (Two Schools)										Capacity - 420 students (60 per grade level average)
						quantity	size of space	total area	notes	comments
administration/welcoming center								4,500	personalized identity	
school reception						1				
student health room/toilet						1				
offices/meeting rooms						4				Principal, 2-3 support staff, rotating counselors, etc.
teacher/staff workroom						1			Supplies, equipment, work surfaces	
teachers resource room/lounge						1			Collaboration, resource materials, meeting, food	
parent resource room/lounge						1			parent and volunteer center	
special education center/office						1				
support space										
toilet rooms/custodial - 1 or 2 sets of student and staff						2	750	1,500		
IT center						1	100	100		
bulk storage						1	200	200		
								6,300		
learning studios										
	studios/classrooms	quantity	grade level	maximum loading	student capacity*	classroom quantity	area	total area	notes	comments
	kindergarten/1 loop	3	K	20	60	3	1,350	4,050	includes toilet room - direct outdoor access	k-1 loop - assume each teacher stays in own classroom
	kindergarten/1 loop	3	1	20	60	3	1,350	4,050	includes toilet room - direct out door access	k-1 loop - assume each teacher stays in own classroom
	Expansion K-1					2	1,350	2,700	includes toilet room - direct out door access	Use for Head Start Program
	2 - 3 loop	3	2	20	60	3	1,000	3,000		2-3 loop
	2 - 3 loop	3	3	20	60	3	1,000	3,000		
	4 - 5 loop	2	4	30	60	2	1,000	2,000		4-5 loop
	4 - 5 loop	2	5	30	60	2	1,000	2,000		
	Expansion 2-5					2	1,000	2,000		
	6th Core									
	Math/Science	1	30	2	60	1	1,200	1,200	Each 6th grade unit uses classroom for 1/3 day	Assume use of PE/Science/Tech Studio - 1/3 day
	English/Social Studies	1	30	2	60	1	1,200	1,200	Each 6th grade unit uses classroom for 1/3 day	
	Computer/Tech Lab	1				1	1,200	1,200	Tech multi-media lab	
	Science Center	1	20	6	120	1	1,200	1,200	"Wet" interactive lab	
	Exploratory Lab	1	20	6	120	1	1,200	1,200	"Wet" interactive lab	
	Maximum					25		28,800		
	Sub-total square footage							35,100		
	Grossing Factor 25%							8,775		
	Total Square Footage							43,875		
shared leaning/assembly/PE spaces										
	library/media center	1							central shared facility	
	art studios	2							central shared facility - two studios	
	music studio	1							central shared facility - shared studios	Music equipment storage at studio or....
	multi-use/dining	3							one dedicated multi-use/shared with community	Music equipment storage at studio or....
	gymnasium/recreation								central shared facilities	

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM									
								Field Paoli / HKIT	12/4/2008
TWO SCHOOLS - 60 STUDENT COHORT									800 Student Capacity
D.14 7 - 12 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios									Capacity - 360 students (60 per grade level average)
					quantity	size of space	total area	notes	comments
administration/welcoming center							4,000	personalized identity	
school reception					1				
student health room/toilet					1				
offices/meeting rooms					4				Principal, 2-3 support staff, rotating counselors, etc.?
teacher/staff workroom					1			Supplies, equipment, work surfaces	
teachers resource room/lounge					1			Collaboration, resource materials, meeting, food	
parent / mentor resource center					1			parent and mentor center	
special education center/office					1				
career center/college center									
support space									
toilet rooms/custodial - 1 or 2 sets of student and staff					2	500	1,000		
IT center					1	200	200		
bulk storage							100		
							5,300		
learning studios (7th and 8th = 120) (HS = 240)									
studios/classrooms	quantity	loading	units/day	student capacity*	classroom quantity	area	total area	notes	
7th Core									
Math/Science	1	30	2	60	1	1,100	1,100	Each 7th grade unit uses classroom for 1/3 day	
English/Social Studies	1	30	2	60	1	1,100	1,100	Each 7th grade unit uses classroom for 1/3 day	
8th Core									
Math/Science	1	30	2	60	1	1,100	1,100	Each 8th grade unit uses classroom for 1/3 day	
English/Social Studies	1	30	2	60	1	1,100	1,100	Each 8th grade unit uses classroom for 1/3 day	
Computer/Tech Lab	0							Use Library Tech lab	
Science Center	0	0	0	0	0	1,200	0	Use HS science classrooms	
subtotal				120	4		4,400		
Core 9-12									
Math/Science	2	30	6	360	2	1,100	2,200		
English/Social Studies	2	30	6	360	2	1,100	2,200		
Language Lab	1	30	6	180	1	1,100	1,100	second language	
Computer/Tech lab	1	30	6	180	1	1,100	1,100		
Science Centers									
Physics Lab	1	30	6	180	1	1,500	1,500		
Biology Lab	1	30	6	180	1	1,500	1,500		
Chemistry Lab	1	30	6	180	1	1,500	1,500		
Prep Area (s)	1						200	allowance for prep room (s)	
subtotal				270	9		11,300		
Sub-total square footage							21,000		
Grossing Factor 25%							5,250		
Total Square Footage							26,250		
Total Two Schools							70,125		
shared leaning/assembly/PE spaces									
library/media center	1							central shared facility	
art studios	2							central shared facility - two studios	
music studio	1							central shared facility - shared studios	
multi-use/assembly/d	3							one dedicated multi-use/shared with community	
gymnasium	2							central shared facilities	

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM										
									Field Paoli / HKIT	12/4/2008
THREE SCHOOLS - FUTURE 80 STUDENT COHORT										Capacity - 1,040 students (80 per grade level)
D.14 K - 5 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios										Capacity - 480 students (80 per grade level average)
						quantity	size of space	total area	notes	comments
administration/welcome center								4,500	personalized identity	
school reception						1			note: added 500 sf due to grossing factor	
student health room/toilet						1				
offices/meeting rooms						5				Principal, 2-3 support staff, rotating counselors, etc.
teacher/staff workroom						1			Supplies, equipment, work surfaces	
teachers resource room/lounge						1			Collaboration, resource materials, meeting, food	
parent resource room/lounge						1			parent and volunteer center	
special education center/office						1				
support space										
toilet rooms/custodial - 2 sets of student and staff						2	750	1,500		
IT center						1	100	100		
bulk storage						1	200	200		
								6,300		
learning studios										
	studios/classrooms	quantity	grade level	Preferred loading	student capacity*	classroom quantity	area	total area	notes	comments
	kindergarten/1 loop	4	K	20	80	4	1,350	5,400	includes toilet room - direct outdoor access, state std.	k-1 loop - assume each teacher stays in own classroom
	kindergarten/1 loop	4	1	20	80	4	1,350	5,400	includes toilet room - direct outdoor access, state std.	Assumes 4 K-1 classrooms used for after school/community programs
	2 - 3 loop	4	2	20	80	4	1,000	4,000		2-3 loop
	2 - 3 loop	4	3	20	80	4	1,000	4,000		
	4 - 5 loop	3	4	30	90	3	1,000	3,000		4-5 loop
	4 - 5 loop	3	5	30	90	3	1,000	3,000		
	Computer/Tech Lab	1			0	1	1,200	1,200	Tech/multi-media lab	
	Exploratory Lab	1			0	1	1,200	1,200	"Wet" interactive lab - outdoor access	
	Maximum				500	24		27,200		Maximum capacity based on preferred classroom loading
	Sub-total square footage							33,500		
	Grossing Factor - 25%							8,375		
	Total Square Footage K-5							41,875		
shared leaning/assembly/PE spaces										
	library/media center	1							central shared facility	
	art studios	2							central shared facility - two studios	
	music studio	1							central shared facility - shared studios	
	multi-use/dining	3							one dedicated multi-use/shared with community	
	gymnasium/recreation								central shared facilities	

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM									
Field Paoli / HKIT								12/4/2008	
THREE SCHOOLS - FUTURE 80 STUDENT COHORT								Capacity - 1,040 students (80 per grade level)	
D.14 6 - 8 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios								Capacity - 240 students (80 per grade level average)	
					quantity	size of space	total area	notes	comments
administration/welcome center							4,000	personalized identity	
school reception					1			note: added 500 sf due to grossing factor	
student health room/toilet					1				
offices/meeting rooms					4				Principal, 2-3 support staff, rotating counselors, etc.
teacher/staff workroom					1			Supplies, equipment, work surfaces	
teachers resource room/lounge					1			Collaboration, resource materials, meeting, food	
parent resource room/lounge					1			parent and volunteer center	
special education center/office					1				
support space									
toilet rooms/custodial - 1 or 2 sets of student and staff					2	750	1,500		
IT center					1	100	100		
bulk storage					1	200	200		
							5,800		
learning studios									
	studios/classrooms	quantity	loading	units/day	student capacity*	classroom quantity	area	total area	notes
6th Core									Each 6th grade unit uses classroom for 1/3 day
Math/Science		1	30	3	90	1	1,000	1,000	Assume use of PE/Sci./Tech lab or Music/Art - 1/3 day
English/Social Studies		1	30	3	90	1	1,000	1,000	
7th Core									Each 7th grade unit uses classroom for 1/3 day
Math/Science		1	30	3	90	1	1,000	1,000	
English/Social Studies		1	30	3	90	1	1,000	1,000	
8th Core									Each 8th grade unit uses classroom for 1/3 day
Math/Science		1	30	3	90	1	1,000	1,000	
English/Social Studies		1	30	3	90	1	1,000	1,000	
Computer/Tech lab		1			6	1	1,200	1,200	"Dry" multi-media lab
Science Center		1			6	1	1,200	1,200	"Wet" interactive lab
					270	8		8,400	Maximum capacity based on preferred classroom loading
Sub-total square footage								14,200	
Grossing Factor - 25%								3,550	
Total Square Footage 6-8								17,750	
shared leaning/assembly/PE spaces									
library/media center		1							central shared facility
art studios		2							central shared facility - two studios
music studio		1							central shared facility - shared studios
multi-use/dining		3							one dedicated multi-use/shared with community
gymnasium		2							central shared facilities

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM										
									Field Paoli / HKIT	12/4/2008
THREE SCHOOLS - FUTURE 80 STUDENT COHORT										Capacity - 1,040 students (80 per grade level)
D.14 9 - 12 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios										Capacity - 320 students (80 per grade level average)
						quantity	size of space	total area	notes	comments
administration/welcoming center								5,000	personalized identity	
school reception						1			note: added 500 sf due to grossing factor	
student health room/toilet						1				
offices/meeting rooms						4				Principal, 2-3 support staff, rotating counselors, etc,
teacher/staff workroom						1			Supplies, equipment, work surfaces	
teachers resource room/lounge						1			Collaboration, resource materials, meeting, food	
parent / mentor resource center						1			parent and mentor center	
special education center/office						1				
career center/college center						1				here?
support space										
toilet rooms/custodial - 1 or 2 sets of student and staff						2	750	1,500		
IT center						1	100	100		
bulk storage						1	200	200		
								6,800		
learning studios										
	studios/classrooms	quantity	loading	units/day	student capacity*	classroom quantity	area	total area	notes	comments
Core										
	Math/Science	3	30	6	540	3	1,100	3,300		*Assumes shared classrooms/ non grade level dependent
	English/Social Studies	3	30	6	540	3	1,100	3,300		*Assumes shared classrooms/ non grade level dependent
	Language Lab	1	30	6	180	1	1,100	1,100	"second language" classroom	
	Computer/Tech lab	1	30	6	180	1	1,100	1,100		
Science Centers										
	Physics Lab	1	30	6	180	1	1,500	1,500		
	Biology Lab	1	30	6	180	1	1,500	1,500		
	Chemistry Lab	1	30	6	180	1	1,500	1,500		
	Prep Area (s)	1						200	allowance for prep room (s)	
	subtotal				330	11		13,500		Assumes each student uses 4 of these classrooms
Sub-total square footage								20,300		
Grossing Factor - 25%								5,075		
Total Square Footage High School								25,375		
Total Three Schools								85,000	Approximate Expansion Area 60 vs. 80 14,875	
shared leaning/assembly/PE spaces										
library/media center						1			central shared facility	
art studios						2			central shared facility - two studios	
music studio						1			central shared facility - shared studios	
multi-use/assembly/d						3			one dedicated multi-use/shared with community	
gymnasium						2			central shared facilities	
stage craft						1			adjacent to multi-use	
lecture hall						1			central shared facilities	
multi-media lab						1			central shared facilities	

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM									
Field Paoli / HKIT								12/4/2008	
THREE SCHOOLS - FUTURE 90 STUDENT COHORT								Capacity - 1,170 students (90 per grade level)	
D.14 K - 5 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios								Capacity - 540 students (90 per grade level average)	
						quantity	size of space	total area	notes
administration/welcoming center								4,500	personalized identity
school reception						1			note: added 500 sf due to grossing factor
student health room/toilet						1			
offices/meeting rooms						5			
teacher/staff workroom						1			Supplies, equipment, work surfaces
teachers resource room/lounge						1			Collaboration, resource materials, meeting, food
parent resource room/lounge						1			parent and volunteer center
special education center/office						1			
support space									
toilet rooms/custodial - 2 sets of student and staff						2	750	1,500	
IT center						1	100	100	
bulk storage						1	200	200	
								6,300	
learning studios									
	studios/classrooms	quantity	grade level	Preferred loading	student capacity*	classroom quantity	area	total area	notes
	kindergarten/1 loop	5	K	20	100	5	1,350	6,750	includes toilet room - direct outdoor access, state std.
	kindergarten/1 loop	5	1	20	100	5	1,350	6,750	includes toilet room - direct outdoor access, state std.
	2 - 3 loop	5	2	20	100	5	1,000	5,000	
	2 - 3 loop	5	3	20	100	5	1,000	5,000	
	4 - 5 loop	3	4	30	90	3	1,000	3,000	
	4 - 5 loop	3	5	30	90	3	1,000	3,000	
	Computer/Tech Lab	1			0	1	1,200	1,200	Tech/multi-media lab
	Exploratory Lab	1			0	1	1,200	1,200	"Wet" interactive lab - outdoor access
	Maximum				580	28		31,900	Maximum capacity based on preferred classroom loading
	Sub-total square footage							38,200	
	Grossing Factor - 25%							9,550	
	Total Square Footage K-5							47,750	
shared leaning/assembly/PE spaces									
	library/media center	1							central shared facility
	art studios	2							central shared facility - two studios
	music studio	1							central shared facility - shared studios
	multi-use/dining	3							one dedicated multi-use/shared with community
	gymnasium/recreation								central shared facilities

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM										
									Field Paoli / HKIT	12/4/2008
THREE SCHOOLS - FUTURE 90 STUDENT COHORT										Capacity - 1,170 students (90 per grade level)
D.14 6 - 8 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios										Capacity - 270 students (90 per grade level average)
						quantity	size of space	total area	notes	comments
administration/welcoming center								4,000	personalized identity	
school reception						1			note: added 500 sf due to grossing factor	
student health room/toilet						1				
offices/meeting rooms						4				Principal, 2-3 support staff, rotating counselors, etc.
teacher/staff workroom						1			Supplies, equipment, work surfaces	
teachers resource room/lounge						1			Collaboration, resource materials, meeting, food	
parent resource room/lounge						1			parent and volunteer center	
special education center/office						1				
support space										
toilet rooms/custodial - 1 or 2 sets of student and staff						2	750	1,500		
IT center						1	100	100		
bulk storage						1	200	200		
								5,800		
learning studios										
	studios/classrooms	quantity	loading	units/day	student capacity*	classroom quantity	area	total area	notes	comments
6th Core										
	Math/Science	1	30	3	90	1	1,000	1,000	Each 6th grade unit uses classroom for 1/3 day	
	English/Social Studies	1	30	3	90	1	1,000	1,000		Assume use of PE/Sci./Tech lab or Music/Art - 1/3 day
7th Core										
	Math/Science	1	30	3	90	1	1,000	1,000	Each 7th grade unit uses classroom for 1/3 day	
	English/Social Studies	1	30	3	90	1	1,000	1,000		
8th Core										
	Math/Science	1	30	3	90	1	1,000	1,000	Each 8th grade unit uses classroom for 1/3 day	
	English/Social Studies	1	30	3	90	1	1,000	1,000		
	Computer/Tech lab	1		6		1	1,200	1,200	"Dry" multi-media lab	
	Science Center	1		6		1	1,200	1,200	"Wet" interactive lab	
					270	8		8,400		Maximum capacity based on preferred classroom loading
Sub-total square footage								14,200		
Grossing Factor - 25%								3,550		
Total Square Footage 6-8								17,750		
shared leaning/assembly/PE spaces										
	library/media center	1							central shared facility	
	art studios	2							central shared facility - two studios	
	music studio	1							central shared facility - shared studios	
	multi-use/dining	3							one dedicated multi-use/shared with community	
	gymnasium	2							central shared facilities	

EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM										Field Paoli / HKIT	12/4/2008
THREE SCHOOLS - FUTURE 90 STUDENT COHORT										Capacity - 1,170 students (90 per grade level)	
D.14 9 - 12 LEARNING NEIGHBORHOOD - Welcome Center/Learning Studios										Capacity - 360 students (90 per grade level average)	
					quantity	size of space	total area	notes	comments		
administration/welcoming center							5,000	personalized identity			
school reception					1			note: added 500 sf due to grossing factor			
student health room/toilet					1						
offices/meeting rooms					4				Principal, 2-3 support staff, rotating counselors, etc.,		
teacher/staff workroom					1			Supplies, equipment, work surfaces			
teachers resource room/lounge					1			Collaboration, resource materials, meeting, food			
parent / mentor resource center					1			parent and mentor center			
special education center/office					1						
career center/college center					1				here?		
support space											
toilet rooms/custodial - 1 or 2 sets of student and staff					2	750	1,500				
IT center					1	100	100				
bulk storage					1	200	200				
							6,800				
learning studios											
studios/classrooms	quantity	loading	units/day	student capacity*	classroom quantity	area	total area	notes	comments		
Core											
Math/Science	4	30	6	720	4	1,100	4,400				
English/Social Studies	4	30	6	720	4	1,100	4,400				
Language Lab	1	30	6	180	1	1,100	1,100	"second language" classroom			
Computer/Tech lab	1	30	6	180	1	1,100	1,100				
Science Centers											
Physics Lab	1	30	6	180	1	1,500	1,500				
Biology Lab	1	30	6	180	1	1,500	1,500				
Chemistry Lab	1	30	6	180	1	1,500	1,500				
Prep Area (s)	1						200	allowance for prep room (s)			
subtotal				390	13		15,700		Assumes each student uses 4 of these classrooms		
Sub-total square footage							22,500				
Grossing Factor - 25%							5,625				
Total Square Footage High School							28,125				
Total Three Schools							93,625	Approximate Expansion Area 90 vs. 80 8,625			
shared leaning/assembly/PE spaces											
library/media center	1							central shared facility			
art studios	2							central shared facility - two studios			
music studio	1							central shared facility - shared studios			
multi-use/assembly/d	3							one dedicated multi-use/shared with community			
gymnasium	2							central shared facilities			
stage craft	1							adjacent to multi-use			
lecture hall	1							central shared facilities			
multi-media lab	1							central shared facilities			
EMERYVILLE CENTER FOR COMMUNITY LIFE - SCHOOL PROGRAM										Field Paoli / HKIT	12/4/2008
AREA SUMMARY AND COMPARISON											
AREA SUMMARY		60 Student		80 Student	off-set 60 to 80		90 Student	off-set 60 to 90			
K-6 / K-5		43,875		41,875	-2,000		47,750	3,875			
6 thru 8				17,750	17,750		17,750	17,750			
7-12 / 9-12		26,250		25,375	-875		28,125	1,875			
total		70,125		85,000	14,875		93,625	23,500			

Emeryville Center of Community Life

Pre-Conceptual Project Cost Study

Field Paoli / HKIT

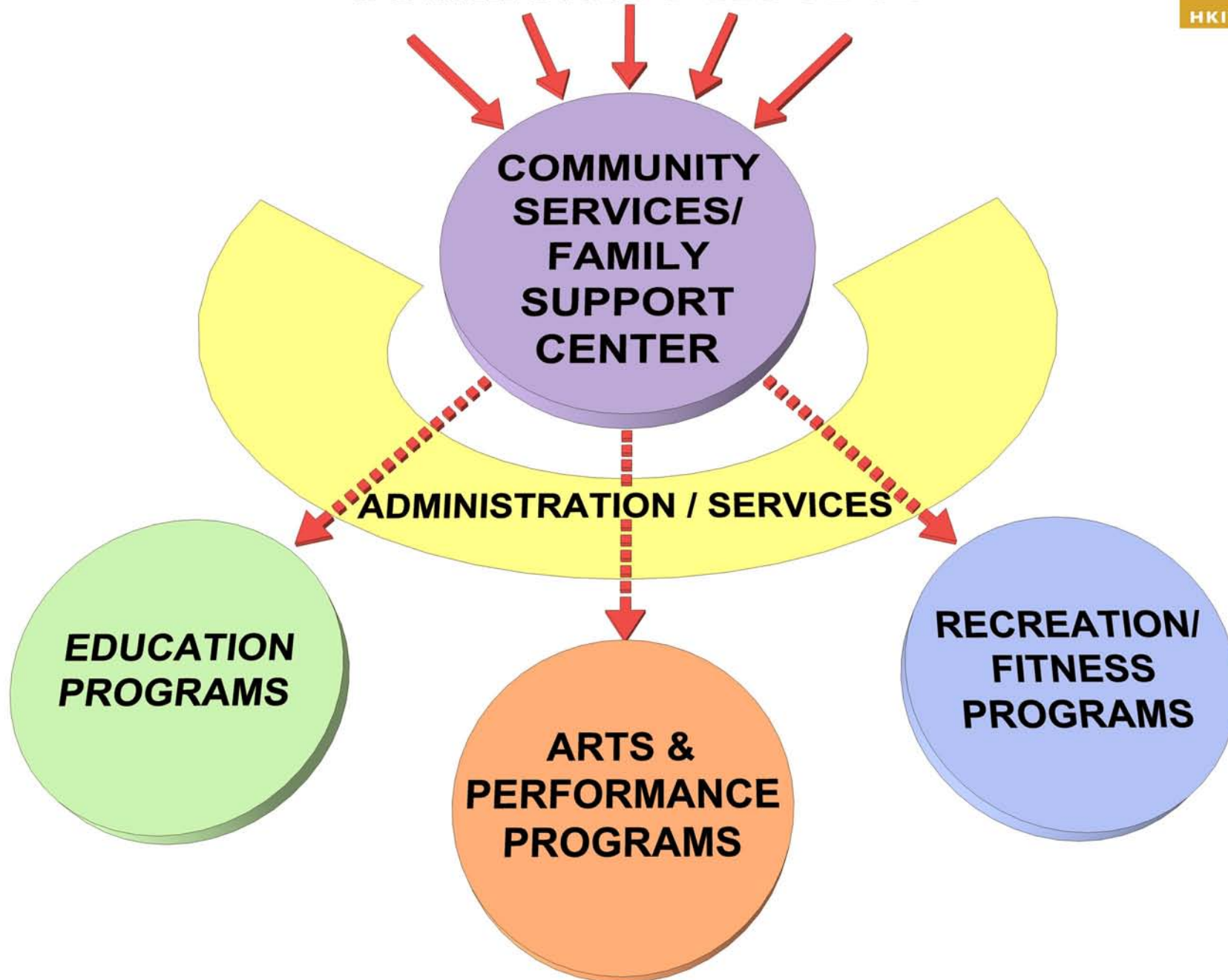
February 1, 2009

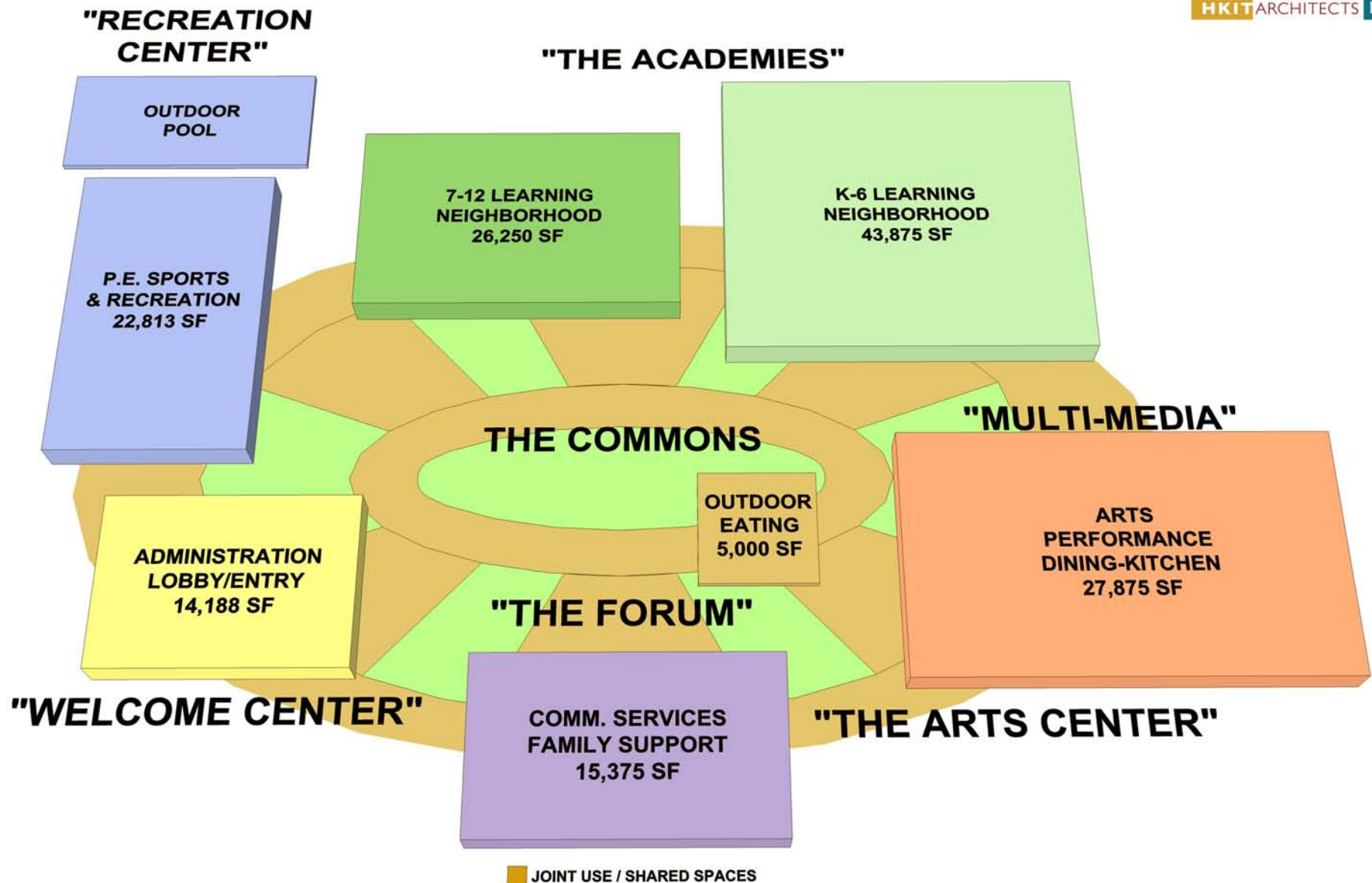
Final Concept Phase Estimate

Construction Cost	Area	Cost/sf	Cost
New Building	161,375	\$ 277	\$ 44,620,879
Renovation of Existing Gym Wing	18,600	\$ 83	\$ 1,551,045
Site work - demo/landscape/civil	319,000	\$ 38	\$ 12,242,207
underground parking	35,421	\$ 74	\$ 2,610,669
Demolish and replace existing creek culvert		LS	\$ 545,000
Sub-Total			\$ 61,569,800
GC general conditions - 8%			\$ 4,925,584
Design contingency - 15%			\$ 9,235,470
Premium for LEED silver certification - 2%			\$ 1,231,396
Sub-total			\$ 76,962,250
bonds - 2%			\$ 1,539,245
Contractor's overhead and profit - 5%			\$ 3,848,113
Estimated Construction Cost - August 2008			\$ 82,349,608
Escalation to mid-2011 - 8.46%		8.46%	\$ 6,965,130
Estimated Construction Cost - August 2011			\$ 89,314,738
note: escalation beyond August 2011 would need to be added to these figures			
Furniture and Equipment			
Furniture	200,000	\$ 25	\$ 5,000,000
Telephones			inc
Computers			inc
Sub-total			\$ 5,000,000
Total Estimated Project Cost			\$ 94,314,738

APPENDIX B, CONCEPT DIAGRAMS

COMMUNITY ACCESS





TOTAL BUILDING PROGRAM - 179,975 GSF



HKIT ARCHITECTS

FIELD
PAOLI





HKIT ARCHITECTS

FIELD
PAOLI



ROOFTOP
SOLAR PANELS

P.E./ SPORTS
& RECREATION

ARTS/PERFORMANCE/
DINING

EDUCATION/
LIBRARY

7-12 LEARNING
NEIGHBORHOOD

K-6 LEARNING
NEIGHBORHOOD





HKIT ARCHITECTS

FIELD
PAOLI



**APPENDIX C,
DRAFT PROFESSIONAL SERVICES AGREEMENT**

Project: Emeryville Center of Community
Life
Project No. 09-001

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement (Agreement) made and entered into by and between Emery Unified School District, a political subdivision of the State of California, herein called DISTRICT and _____, herein called ARCHITECT, WITNESSETH:

WHEREAS, DISTRICT proposes to undertake the construction of an improvement project herein described which requires the services of a duly qualified and licensed architect, and

WHEREAS, ARCHITECT represents that ARCHITECT is licensed to practice architecture in the State of California and is specially qualified to provide the services required by DISTRICT, and

WHEREAS, the parties have negotiated upon the terms pursuant to which ARCHITECT will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is hereby agreed:

1. AGREEMENT

DISTRICT retains ARCHITECT to perform, and ARCHITECT agrees and undertakes to provide to DISTRICT, for the consideration and upon the terms and conditions herein set forth, the architectural services specified in this Agreement and those related services incidental thereto.

2. DESCRIPTION OF PROJECT

Architectural services shall be provided for the project known as the Emeryville Center of Community Life and as further described in **Exhibit A**, Project Description and Schedule, which is hereby incorporated by reference (hereinafter Project). The Project is located at 4727 San Pablo Avenue, Emeryville, CA.

Included in Exhibit A is a Project Schedule indicating duration and milestone dates for key project tasks. ARCHITECT shall perform services consistent with this schedule as required by Paragraph 21, Time Schedule. ARCHITECT shall regularly report to DISTRICT on actions required to meet milestone schedule dates and recommend further refinements in the schedule.

3. TERM OF AGREEMENT

This Agreement begins with execution of the Agreement by the parties and completes upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced by or before three (3) months from the date set forth by

the parties in the execution clause, this Agreement is void, unless that deadline is extended by mutual written agreement.

4. COMPENSATION

As compensation for all services of ARCHITECT in performance of this Agreement, DISTRICT shall pay to ARCHITECT:

a. **BASIC SERVICES:** For all "Basic Services," as set forth in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, which is attached and incorporated by this reference, compensation in the amount of \$ _____ as set forth in **Exhibit C**, Compensation and Schedule of Hourly Billing Rates, which is attached and hereby incorporated by reference.

b. **ADDITIONAL SERVICES:** For all additional services other than Basic Services, a fee to be agreed upon by the parties in writing prior to performance of such services by ARCHITECT, which fee may be a flat amount, or ARCHITECT's standard hourly rates, as set forth in Exhibit C, and necessary consultants at 1.10 times cost. Only the Superintendent or authorized designee may authorize additional or changed services. The parties expressly acknowledge that any other DISTRICT employees are without authorization to order either additional or changed services or to waive contractual requirements of this Agreement. Failure of the ARCHITECT to secure proper authorization for additional or changed services shall constitute a waiver of any and all right to adjustment in the contract price as set forth herein, and ARCHITECT shall not be entitled to compensation for such unauthorized services.

c. **REIMBURSABLE EXPENSES:** "Reimbursable Expenses" are in addition to compensation for Basic and Additional Services and include expenses incurred by ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit C, is subject to prior written approval by DISTRICT. Reimbursable expenses shall be itemized and presented monthly by ARCHITECT to DISTRICT for payment upon approval by DISTRICT's authorized representative. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses:

i. No expenses for travel shall be considered reimbursable except as otherwise agreed and set forth in writing in Exhibit C hereto.

ii. Printing expense for bid sets of Project construction documents only (not including DISTRICT copies as provided for in this Agreement).

d. **TIME OF PAYMENTS:** ARCHITECT's compensation shall be paid by DISTRICT to ARCHITECT monthly, in arrears in accordance with the following conditions:

i. Payments on account of Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by DISTRICT up to the amounts set forth in writing in Exhibit C hereto.

ii. Payments on account of agreed-upon Additional Services, shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify in writing when such services are agreed upon.

iii. Each payment to ARCHITECT shall be made monthly in the usual course of DISTRICT business after presentation by ARCHITECT of an invoice approved by DISTRICT's authorized representative designating services performed, method of computation of amount payable, and amount payable. For Basic Services, ARCHITECT shall be paid within thirty (30) days from receipt of approved invoice.

iv. Should DISTRICT terminate this Agreement at any time, ARCHITECT shall, upon notice of such termination, forthwith cease all services hereunder. If the Agreement is terminated for any reason other than a material breach of the Agreement by ARCHITECT, ARCHITECT's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which ARCHITECT's services stopped, proportionate to the degree of completion of the work on such phase. In addition, ARCHITECT shall be paid a termination expense fee which shall compensate ARCHITECT for all expenses, including, but not limited to, start up costs actually incurred by ARCHITECT as a result of termination of the Agreement. The termination expense fee shall be an amount computed as a percentage of the applicable Cumulative Percentage of total fees, as set forth in subparagraph 4.d.i, earned at the time of termination as follows:

- (1) Twenty percent if termination occurs during or prior to completion of the Schematic Design Phase; or
- (2) Ten percent if termination occurs during the Design Development Phase;
- (3) Five percent if termination occurs during the Construction Documents Phase.
- (4) No termination expense fee shall apply if the Agreement is terminated following DSA approval.

v. Should DISTRICT terminate this Agreement due to a material breach of the Agreement by ARCHITECT, ARCHITECT shall, upon notice of such termination, forthwith cease all services hereunder. In such event, ARCHITECT's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services satisfactorily performed to the date of such notice and shall include compensation for services within the phase of performance at which the services stopped proportionate to the degree of completion of ARCHITECT's satisfactorily completed services on such phase.

e. CHANGE ORDERS: Payment of fees to ARCHITECT as a result of change orders shall be handled as follows:

i. DISTRICT-initiated changes: If a change order is requested by the DISTRICT, ARCHITECT'S fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the DISTRICT and ARCHITECT prior to commencement of work on the change order. If a change order is solicited by the DISTRICT from the Contractor but not subsequently authorized by the DISTRICT, ARCHITECT shall be paid for time spent on the proposed change order as an Additional Service, pursuant to Article 4.b.

ii. Change orders beyond DISTRICT or ARCHITECT control: If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions or which could not be discovered by site observation, such change orders shall be handled in the same manner as DISTRICT-initiated change orders.

iii. Change orders due to errors or omissions on the part of the ARCHITECT: Notwithstanding any other provisions of the Agreement, when ARCHITECT'S actions or inaction create or cause an error or omission in the work and a change order to the construction contract is necessitated:

(1) ARCHITECT shall not be entitled to fees for such change orders nor shall ARCHITECT'S fees be calculated by reference to the cost of any change order work which would not have been necessitated had the work been included in the bid documents; and

(2) ARCHITECT shall be responsible for the cost of the following:

- a. the reasonable excess cost to construct the work described in the change order, as compared with the cost to construct the work had it been included in the bid documents, but only to the extent that the excess costs of all such non-negligent errors or omissions changes exceed a total of 2% of the original construction contract amount for the Project; and
- b. any delays which the DISTRICT incurs as a result of the error or omission, but only to the extent that the excess costs of all such delays related to non-negligent errors or omissions changes exceed a total of 2% of the original construction contract amount for the Project.

The DISTRICT may backcharge the ARCHITECT for these costs and expenses, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collections. Total amount for which DISTRICT may seek reimbursement from ARCHITECT for these change orders due to non-negligent errors or omissions on the part of the ARCHITECT may not exceed the ARCHITECT'S total fee for Basic plus Additional Services.

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

ARCHITECT's Basic Services shall consist of the following items and as further specified in Exhibit B hereto:

a. **SCHEMATIC DESIGN PHASE:** Review and confirmation of the conceptual master plan and program furnished by DISTRICT, as defined in Paragraph 7.a of this Agreement, to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with DISTRICT. A written summary of the ARCHITECT's understanding of that conceptual master plan and program will be prepared by the ARCHITECT for DISTRICT review and approval prior to moving forward with the schematic design scope of work. ARCHITECT will accomplish, as part of the schematic design phase, preparation of schematic design studies, drawings and other necessary documents showing site utilization and the scale and relationship of the components of the Project for the review and approval of authorized representatives of DISTRICT; meetings with school faculty or other representatives (including the Project Builder); preparation of a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and a written time schedule for the performance of its services hereunder. This phase will also include at least one three-dimensional model of the proposed design solutions, at least three professionally executed color rendering of the entire site and exterior design proposals, and four professionally executed color renderings of critical interior spaces. DISTRICT requires that at least three alternative schematic scenarios for the Project be developed by the ARCHITECT for review by the DISTRICT.

ARCHITECT shall attend weekly Emeryville Center of Community Life Working Group meetings at the District Office, shall attend Facilities Committee meetings with Board Members on a monthly basis, shall attend City/School Committee meetings, City Council meetings, and School Board Meetings as requested by staff, and will attend pre-construction services meetings with the Project Builder as requested by staff. During this Schematic Design Phase, the ARCHITECT shall provide leadership for a minimum of six meetings and/or presentations to Community Groups identified by the DISTRICT.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all SCHEMATIC PHASE documents and materials for review and approval, at no cost.

The schematic phase documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents. Approval by DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by ARCHITECT. ARCHITECT shall prepare for DISTRICT's use any and all documents required for submittal or to comply with agency approval and funding processes as defined by the Office of Public School Construction, the Department of Education, the Office of the State Architect, the City of Emeryville, and other agencies having jurisdiction over the project. ARCHITECT shall prepare all forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program project.

b. **DESIGN DEVELOPMENT PHASE:** From the approved schematic design studies, ARCHITECT shall proceed with preparation of the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and

describe the size and character of the Project including all engineering and consulting disciplines for a complete functional project including, but not limited to, structural, civil, landscape, acoustical, food service, signage and graphics, security, data, cost estimating, mechanical and electrical systems, kinds of materials and outline specifications, all for review and approval by DISTRICT. ARCHITECT shall also provide DISTRICT with a revised and updated written estimate of probable construction cost. This phase will also include at least one three-dimensional model of the proposed design solution, at least three professionally executed color rendering of the entire site and exterior design proposals, and four professionally executed color renderings of critical interior spaces.

Architect shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

ARCHITECT shall attend weekly Emeryville Center of Community Life Working Group meetings at the District Office, shall attend Facilities Committee meetings with Board Members on a monthly basis, shall attend City/School Committee meetings, City Council meetings, and School Board Meetings as requested by staff, and will attend pre-construction services meetings with the Project Builder as requested by staff. During this Design Development Phase, the ARCHITECT shall provide leadership for a minimum of six meetings and/or presentations to Community Groups identified by the DISTRICT.

The design development phase documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents. Approval by DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by ARCHITECT. ARCHITECT shall prepare for DISTRICT 's use any and all documents required for submittal or to comply with agency approval and funding processes as defined by the Office of Public School Construction, the Department of Education, the Office of the State Architect, the City of Emeryville, and other agencies having jurisdiction over the project. ARCHITECT shall prepare all forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program project.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all DESIGN DEVELOPMENT PHASE documents and materials for review and approval, at no cost.

c. CONSTRUCTION DOCUMENTS PHASE: From the approved design development documents, ARCHITECT shall proceed with preparation of complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the Project including all engineering and consulting disciplines for a complete functional project including, but not limited to, architectural, interior design, structural, civil, landscape, acoustical, food service, signage and graphics, security, data, cost estimating, mechanical and electrical systems and utility-service-connected equipment and site work, all for review and approval by DISTRICT; with assistance from DISTRICT and Project Builder, preparation of all necessary bidding or proposal information, bidding or proposal forms, general conditions of the contract and the contract documents between DISTRICT and the Builder. Bid/proposal and contract forms and documents shall be submitted to DISTRICT's legal advisor for review and approval at least thirty (30) days prior to any proposed publication. This phase will also include at least one three-dimensional model of the proposed design solution, at least

three professionally executed color rendering of the entire site and exterior design proposals, and four professionally executed color renderings of critical interior spaces.

The construction documents phase work products shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents. Approval by DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by ARCHITECT. ARCHITECT shall prepare for DISTRICT 's use any and all documents required for submittal or to comply with agency approval and funding processes as defined by the Office of Public School Construction, the Department of Education, the Office of the State Architect, the City of Emeryville, and other agencies having jurisdiction over the project. ARCHITECT shall prepare all forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program project.

ARCHITECT shall include with the delivery of the final form of construction documents ARCHITECT's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions.

ARCHITECT shall attend weekly Emeryville Center of Community Life Working Group meetings at the District Office, shall attend Facilities Committee meetings with Board Members on a monthly basis, shall attend City/School Committee meetings, City Council meetings, and School Board Meetings as requested by staff, and will attend pre-construction services meetings with the Project Builder as requested by staff. During this Construction Documents Phase, the ARCHITECT shall provide leadership for a minimum of six meetings and/or presentations to Community Groups identified by the DISTRICT.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all CONSTRUCTION DOCUMENTS PHASE documents and materials for review and approval, at no cost to DISTRICT.

d. DSA APPROVAL PHASE: Following DISTRICT's review and approval of construction documents and DISTRICT's acceptance of ARCHITECT's final estimate of probable construction costs, ARCHITECT shall obtain required approvals from State agencies and any other regulatory bodies having jurisdiction over the work of the Project. ARCHITECT shall make all necessary modifications to their documents required by those regulatory agencies to secure approval in a timely manner. ARCHITECT shall make adjustments to final statement of probable construction cost as needed to reflect modifications to plans and specifications that occur during this phase.

ARCHITECT shall attend weekly Emeryville Center of Community Life Working Group meetings at the District Office, shall attend Facilities Committee meetings with Board Members on a monthly basis, shall attend City/School Committee meetings, City Council meetings, and School Board Meetings as requested by staff, and will attend pre-construction services meetings with the Project Builder as requested by staff. During this Approvals Phase, the ARCHITECT shall provide leadership for a minimum of three meetings and/or presentations to Community Groups identified by the DISTRICT.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all DSA APPROVAL PHASE documents and materials for review and approval, at no cost to DISTRICT.

e. AWARD PHASE: Following DISTRICT's review and approval of approved construction documents and DISTRICT's acceptance of ARCHITECT's final adjusted estimate of probable construction costs, ARCHITECT shall reproduce the plans, specifications and construction documents in the required number and assist DISTRICT and Builder in dissemination of plans, specifications and construction documents among interested sub-contractors, and in obtaining bids or proposals, and award and preparation of the construction contract.

ARCHITECT shall attend weekly Emeryville Center of Community Life Working Group meetings at the District Office, shall attend Facilities Committee meetings with Board Members on a monthly basis, shall attend City/School Committee meetings, City Council meetings, and School Board Meetings as requested by staff, and will attend pre-construction services meetings with the Project Builder as requested by staff. During this BID AND AWARD Phase, the ARCHITECT shall provide leadership for a minimum of three meetings and/or presentations to Community Groups identified by the DISTRICT.

f. CONSTRUCTION PHASE: The construction phase shall begin upon execution of the construction contract and shall end upon the later of DISTRICT's approval of ARCHITECT's final certificate for payment to the contractor or sixty (60) days after the filing of the Notice of Completion. During this phase, ARCHITECT shall attend weekly Emeryville Center of Community Life Working Group meetings at the District Office, shall attend Facilities Committee meetings with Board Members on a monthly basis, shall attend City/School Committee meetings, City Council meetings, and School Board Meetings as requested by staff, and will attend construction services meetings with the Project Builder as requested by staff, and shall:

i. Provide general administration of the construction contract. Perform all duties specifically delegated to the Architect of Record for this Project.

ii. Advise and consult with and serve as representative of DISTRICT in the general administration of the construction contract and will work as an integral team member with the Builder and DISTRICT'S representative throughout the construction of the project. ARCHITECT shall have authority to act for DISTRICT to the extent provided in the construction contract.

iii. Provide general direction to any Project Inspector of Record employed by and responsible to DISTRICT as required by applicable law. ARCHITECT and ARCHITECT'S consultants shall submit verified reports to the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect, as required by Title 24 of the California Code of Regulations. ARCHITECT shall also require that the Contractor(s) and inspector(s) submit verified reports to the governing authorities having jurisdiction over the Project, as required by Title 24 of the California Code of Regulations.

iv. Visit the Project site once a week, minimum, and at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the plans and specifications and

that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by an Inspector of Record required by law for public school construction. ARCHITECT shall neither have control over nor be in charge of, nor be responsible for, the contractor's construction sequences or procedures, nor for safety precautions and programs in connection with the contractor's work.

v. Make such regular written and verbal reports as shall be required by DISTRICT or by any other applicable reviewing or licensing agencies, with a minimum of a thorough written Field Report following within 48 hours of each weekly construction site visit, and keep DISTRICT fully informed of the progress of the work by means of written reports.

vi. Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications within a maximum turnaround time of 10 working days and timely notify the contractor and DISTRICT of deadlines which may affect the construction schedules.

vii. Promptly notify DISTRICT of deviations known or observed by ARCHITECT in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the DISTRICT representative, ARCHITECT shall reject the work or materials or both which do not so conform. ARCHITECT shall then inform DISTRICT what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from DISTRICT representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by ARCHITECT to be necessary to carry out the intent and purposes of the contract documents and the Project, based on ARCHITECT's reasonable professional judgment. ARCHITECT shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. ARCHITECT shall be responsible for ARCHITECT's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

viii. Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record as-built drawings and approve the issuance of certificates for payment for work completed in such amount as ARCHITECT shall judge proper under the contract documents. ARCHITECT's approvals shall constitute representations to DISTRICT, based on the ARCHITECT's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of ARCHITECT's knowledge, information and belief, the quality of the contractor's work and the completion of his as-built record drawings are in accordance with the contract documents. ARCHITECT's approvals shall not be representations that ARCHITECT has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

ix. Prepare and/or review any necessary change orders for approval by the contractor, DISTRICT and all applicable governmental agencies, including review of the contractor's pricing requests.

x. Provide a color schedule and four sample boards of all finish materials in the project for DISTRICT's review and approval.

xi. Determine dates of substantial and final completion and make final detailed on-site review of job with representatives of DISTRICT and contractor, including preparation of initial punch list and any subsequent punch list completion reviews required for final completion of the project.

xii. Collect from contractor and deliver to DISTRICT all written guarantees, instruction books, diagrams, manuals, charts and as-built drawings as defined in the bid documents which are required of and assembled by contractor.

xiii. Issue ARCHITECT's certificate of completion and final certificate for payment.

xiv. After consultation with and approval by DISTRICT, ARCHITECT shall have authority to reject work which does not conform to the contract documents. Whenever ARCHITECT considers it necessary or advisable, ARCHITECT will have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of ARCHITECT to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

xv. ARCHITECT shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. ARCHITECT's action shall be taken within a maximum turnaround period of 10 working days so as to cause no delay in the contractor's work or in the activities of DISTRICT or of separate contractors or subcontractors, while allowing sufficient time to permit adequate review. If at any time it appears that the time required for such review may result in a delay, ARCHITECT shall promptly notify DISTRICT of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by ARCHITECT, of construction means, methods, techniques, sequences or procedures. ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

xvi. ARCHITECT shall interpret and attempt to resolve matters concerning performance of DISTRICT and the contractor under the requirements of the contract documents on written request of either DISTRICT or the contractor. ARCHITECT's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of ARCHITECT shall be consistent with the intent of and

reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

xvii. DISTRICT shall require each contractor to provide DISTRICT with record as-built drawings indicating the location and size of all underground or imbedded construction and utility connections not covered in the original drawings, change orders, supplemental drawings, or shop drawings. DISTRICT shall require the contractor to record such construction on reproducible drawings and on digital media furnished to the contractor by DISTRICT. ARCHITECT shall review the contractor's completed record drawings for general completeness based on ARCHITECT's site visits. Such a review by ARCHITECT shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

g. CLOSEOUT and POSTCONSTRUCTION PHASE: After the completion of ARCHITECT's Construction Phase services, ARCHITECT will be available for reasonable consultation relating to the Project and the plans drawn by ARCHITECT. ARCHITECT shall attend meetings, at the request of DISTRICT, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by ARCHITECT; or relating to any other matter germane to the completion of the Project over which ARCHITECT had general or specific control or responsibility. ARCHITECT shall lead and be responsible for compiling information necessary for project closeout. This phase shall be complete when District is notified by State agencies having jurisdiction over the work of the Project that the Project files have been successfully closed.

h. RESPONSIBILITY FOR CONSTRUCTION COSTS:

i. DISTRICT's budget for the Project shall include a contingency of 10 percent (10%) over and above any estimate of construction cost or evaluation prepared or agreed to by ARCHITECT.

ii. Evaluation of DISTRICT's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by ARCHITECT represent ARCHITECT's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither ARCHITECT nor DISTRICT has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid or proposal prices, or over competitive bidding, market or negotiating conditions. Accordingly, ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from DISTRICT's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by ARCHITECT.

iii. In preparing estimates of construction cost, the ARCHITECT shall include and disclose reasonable contingencies for design, bidding and price escalation as agreed to by DISTRICT. ARCHITECT shall hire, at its own expense and as part of Basic Services, a reputable cost estimating consultant knowledgeable of current construction activity in the Emeryville area who shall prepare the various required construction cost statements.

iv. If bidding or negotiating has not commenced within ninety (90) days after ARCHITECT submits the finally DSA-approved construction documents to DISTRICT,

any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry.

v. Should the sum of the lowest responsible bids received exceed ARCHITECT's final total estimate of probable construction costs as accepted by DISTRICT by more than ten percent (10%), DISTRICT shall:

- (1) give written approval of an increase in such fixed limit;
- (2) authorize rebidding of the Project within a reasonable time;
- (3) if the Project is abandoned, terminate in accordance with Paragraph 16; or
- (4) cooperate in revising the Project scope and quality as required to reduce the construction cost.

vi. If DISTRICT chooses to proceed under item v.(4) above, ARCHITECT shall as part of Basic Services make such changes in plans and specifications as agreed and approved in writing by the District and as shall be necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of ARCHITECT's responsibility arising out of the estimate of probable construction cost. ARCHITECT shall be entitled to compensation in accordance with this Agreement for all services performed satisfactorily up to that date whether or not the Construction Phase is commenced.

vii. If the sum of the lowest responsible bids exceeds the final estimate of probable construction cost by less than 10% and DISTRICT chooses to require revising the Project scope and quality to reduce the construction cost, ARCHITECT's services to make such revisions shall be considered Additional Services.

i. CONSULTANTS AND STAFF.

DISTRICT and ARCHITECT agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by DISTRICT and ARCHITECT and may not be changed without prior approval except for an individual leaving the firm's employ. If DISTRICT finds the performance of an approved individual not acceptable, DISTRICT will notify ARCHITECT who will take necessary corrective action. If unable to correct performance to DISTRICT's satisfaction, ARCHITECT will make appropriate staffing changes acceptable to DISTRICT .

Position

Individual

Firm

Principal in charge
Project Architect
Principal Engineer, Structural
Project Engineer, Structural
Principal Engineer, Civil
Project Engineer, Civil
Principal Engineer, Mechanical
Project Engineer, Mechanical

Principal Engineer, Electrical
Project Engineer, Electrical
Principal, Landscape Architect
Principal, Cost Estimator
Principal, Acoustical Engineer
Principal, Food Service Consultant
Principal, Graphics Consultant
Principal, Security Consultant
Principal, Data Consultant

i. All engineers and experts and consultants employed by ARCHITECT not listed herein shall be approved in advance, in writing, by DISTRICT prior to their engagement. ARCHITECT shall confer and cooperate with educational planners and other professional consultants employed by DISTRICT.

ii. ARCHITECT shall cause each engineer and consultant listed above, before the time such engineer or consultant shall commence any services relating to the Project, to provide DISTRICT with evidence that each such engineer and consultant has in effect a policy of comprehensive general liability insurance, which shall have the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement, and, in addition, is covered by a policy of professional liability insurance in a minimum amount of \$2,000,000.00 with an insurance carrier satisfactory to DISTRICT, and which shall name DISTRICT as an additional insured.

iii. ARCHITECT shall promptly notify DISTRICT of reassignment or replacement of engineers, consultants and experts specified above. ARCHITECT shall also notify DISTRICT of staff changes of all other key personnel working on the Project.

j. YOUTH INVOLVEMENT and COMMUNITY INVOLVEMENT.

As part of Basic Services, ARCHITECT shall ...

(the remaining text of this section will be written as a result of discussion and negotiation with the ARCHITECT prior to finalizing and signing this contract. It is the expectation of the DISTRICT that the ARCHITECT will conduct activities and its work in such a way as to consistently involve youth and the general community of Emeryville throughout the process of this project. The exact manner of those activities and the nature of the engagement process will be described and entered here in the contract prior to the start of the ARCHITECT'S work on this project.)

k. COMMUNITY BENEFITS from ARCHITECT'S WORK.

As part of Basic Services, ARCHITECT shall ...

(the remaining text of this section will be written as a result of discussion and negotiation with the ARCHITECT prior to finalizing and signing this contract. It is the expectation of the DISTRICT that the ARCHITECT will conduct activities and its work in such a way as to consistently provide tangible benefits to the community of Emeryville throughout the process of

this project. The exact nature of those benefits will be described and entered here in the contract prior to the start of the ARCHITECT'S work on this project.)

l. ARCHITECT shall promptly notify DISTRICT of any significant defect that an ARCHITECT exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to ARCHITECT'S attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

m ARCHITECT will endeavor to secure compliance by contractors with the contract requirements, but ARCHITECT does not guarantee the performance of their contracts.

n. Other than minor modifications, ARCHITECT shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of DISTRICT. Before performing any substantial work on any modification or change in design, plans or specifications, ARCHITECT shall notify DISTRICT in writing of the amount of any increase in the probable cost of construction due to any such proposed modification or change.

o. ARCHITECT will consult as necessary with representatives of DISTRICT and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning, design, and construction of the Project and the postconstruction phase noted above.

p. ARCHITECT, as part of the Basic Services, shall furnish, at ARCHITECT'S own expense, all designers, draftsmen, technical, and clerical personnel necessary to perform the services described herein.

q. ARCHITECT, as part of Basic Services, shall prepare a set of reproducible record prints of drawings and also a digital media record set showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to ARCHITECT.

r. As part of Basic Services, ARCHITECT shall provide all demolition drawings required for the Project.

s. As part of Basic Services, ARCHITECT shall copy DISTRICT on any and all correspondence relating to the Project.

t. As part of Basic Services, ARCHITECT shall provide those specific services designated as ARCHITECT'S tasks and responsibilities in Exhibit B hereto.

u. As part of Basic Services, ARCHITECT shall accommodate a change in the projected construction start date of up to one year with no change in fee.

v. As part of Basic Services, ARCHITECT shall interface, work with and cooperate with the entity/contractor chosen by DISTRICT as the Project Builder, as required for progression of planning, design and progress of the Project, and as requested by the DISTRICT.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These additional services shall be provided by ARCHITECT if authorized in writing by DISTRICT.

- a. Providing extensive analyses of DISTRICT's needs, and programming requirements of the Project as set forth in Paragraph 7.a. beyond the review and confirmation of conceptual master plan and program required as part of Basic Services.
- b. Providing financial feasibility or other special studies.
- c. Providing extensive planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.
- d. Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project, except as relates to the additional square footage planned to be added as a second construction phase to expand the initial area of the Center of Community Life.
- e. Providing services to make measured drawings of existing facilities other than those to be remodeled as part of this Project, or to revise or verify the accuracy of drawings or other information furnished by DISTRICT.
- f. Providing detailed quantity surveys or inventories of material, equipment and labor other than would ordinarily and customarily be part of probable construction cost statements.
- g. Providing services required for or in connection with the selection of furniture or equipment not included in the construction contract.
- h. Providing services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.
- i. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of ARCHITECT (except as otherwise provided in this Agreement).
- j. Preparing supporting data and other services such as extra drawings, trips, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of ARCHITECT.
- k. Making investigations involving detailed appraisals and valuations of existing facilities or inventories required in connection with construction performed by DISTRICT.
- l. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 4.a. as may be required in connection with the replacement of such work.

m. Providing professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract.

n. Providing services after issuance by DISTRICT of the final certificate for payment except as noted in Paragraph 5 (f) or providing ongoing services if the agreed upon initial construction schedule is exceeded by more than one hundred twenty (120) days through no fault of the ARCHITECT.

o. Preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding.

p. Providing any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.

q. Community and other public liaison services: Preparation time and materials for presentation to community for required community meetings excluding DISTRICT board meetings and beyond those specifically required in Basic Services; attending community and other public meetings in excess of those specifically required in Basic Services, excluding DISTRICT board meetings.

r. Services for the following disciplines: off-site civil engineering, and traffic/parking.

s. Time and expenses preparing special presentation models, renderings or mock-ups other than those specifically required in Basic Services.

t. Enactment or revisions of codes, laws or regulations or changes in official interpretations which necessitate changes to previously approved documents other than those changes for which ARCHITECT should have reasonably foreseen.

u. Seeking variances or changes to agency guidelines on behalf of DISTRICT when so directed by DISTRICT.

v. Formal value engineering and detailed life-cycle cost analyses beyond those provided or required to meet the approved Project design goals and construction budget established by the schematic design phase.

w. Preparation of design and documentation for alternate bid or proposal requests by DISTRICT when not required to meet the approved construction budget.

x. Assistance with environmental and EIR studies other than those which would normally be required to complete ARCHITECT's Basic Services.

y. Coordination of construction performed by DISTRICT's own forces or coordination in connection with equipment supplied by DISTRICT and not reflected within the contractor's construction costs.

z. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

aa. If the Project is suspended by DISTRICT for more than three hundred sixty-five (365) consecutive days through no fault of ARCHITECT, the parties shall negotiate equitable adjustment to ARCHITECT's compensation due to such suspension.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of DISTRICT to:

a. Make available to ARCHITECT all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a conceptual master plan and program which sets forth DISTRICT's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems. If DISTRICT requires ARCHITECT's assistance in developing any such information, ARCHITECT shall be compensated as an Additional Service in accordance with Paragraph 6, except as specifically defined under Basic Services scope requirements.

b. Upon ARCHITECT's request furnish ARCHITECT with a survey in an electronic CADD format approved by ARCHITECT of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.

c. Pay all fees required by any reviewing or licensing agency.

d. Designate a representative authorized to act as liaison between ARCHITECT and DISTRICT in the administration of this Agreement and the construction contract.

e. Furnish at DISTRICT expense the services of any Project Inspector of Record agreed to or required by law.

f. Review all documents submitted by ARCHITECT and advise ARCHITECT of decisions thereon within a reasonable time after submission.

g. Issue any orders to contractors through ARCHITECT or with notice to ARCHITECT.

h. Notify ARCHITECT in writing of any deficiencies in material or workmanship becoming apparent during the contractor's guarantee period.

i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services and Title 21 of the California Code of Regulations and the Uniform Building Code with California amendments, as they may be amended from time to time.

j. Provide copies of floor plans of existing buildings to be remodeled.

k. Provide other services identified as “District’s Responsibilities” in Exhibit B.

l. ARCHITECT shall be entitled to rely upon the accuracy of all surveys and reports provided or furnished by DISTRICT unless, based upon ARCHITECT’s professional judgment, such material or information appears to be inaccurate or incomplete. ARCHITECT shall not be required to provide detailed or exhaustive investigations to determine the accuracy of such surveys and reports.

8. INDEMNITY

ARCHITECT shall indemnify, and hold harmless DISTRICT, the Governing Board of DISTRICT, each member of the Board, and their officers and employees from all claims of any kind to the extent caused by the negligence, recklessness, or willful misconduct of ARCHITECT and ARCHITECT's agents or employees arising out of this Agreement, but excluding liability as to the sole negligence or willful misconduct of DISTRICT or any third party. This indemnification obligation is not limited in any way or by any limitation on the amount or type of damages or compensation payable to ARCHITECT or its agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employees, benefits acts. This indemnification obligation survives the performance of architectural services under this Agreement or any termination under the provisions of this Agreement except as specifically stated in this Agreement.

9. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

ARCHITECT, at ARCHITECT's sole cost and expense, shall take out and maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of ARCHITECT and ARCHITECT's subcontractors arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, including blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$2,000,000.00 or as may be agreed upon between DISTRICT and ARCHITECT. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to DISTRICT.

a. ENDORSEMENTS: Such general liability policy (or policies) specified above shall provide the following:

The DISTRICT is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

The general liability policy (or policies) specified above shall also be endorsed with or include the following specific or equivalent language:

(1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(2) The insurance provided herein is primary and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(3) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to DISTRICT.

(4) The certificate must state that the insurance is on an occurrence (not a claims-made or modified occurrence) basis.

b. DOCUMENTATION: The following documentation of insurance shall be submitted to DISTRICT and approved prior to execution of this Agreement:

Certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy.

At the time of making application for an extension of time, ARCHITECT shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

c. If ARCHITECT fails to maintain such insurance, DISTRICT may take out such insurance to cover any damages for which DISTRICT might be held liable on account of ARCHITECT's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due ARCHITECT under the Agreement.

Nothing herein contained shall be construed as limiting in any way the extent to which ARCHITECT or any ARCHITECT's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. WORKERS' COMPENSATION INSURANCE

Before the Agreement is entered into, ARCHITECT shall furnish to DISTRICT satisfactory proof that ARCHITECT and all engineers, consultants, and subcontractors ARCHITECT intends to employ have taken out, for the period covered by the proposed contract, full compensation insurance and Employer's Liability with an insurance carrier satisfactory to DISTRICT for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the act of the Legislature of the State of California, known as the Workmen's Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the contract. In the event ARCHITECT is self-insured, ARCHITECT shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to DISTRICT.

11. ERRORS AND OMISSIONS INSURANCE

Immediately upon execution of this Agreement, and before commencing any services hereunder, ARCHITECT shall furnish to DISTRICT satisfactory proof that ARCHITECT has and shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering ARCHITECT's activities on this Project, in an amount not less than Five Million Dollars (\$5,000,000.00), with an insurance carrier satisfactory to DISTRICT. The insurance policy required by this Article shall be written so as to cover this Project only, and shall be primary.

In addition, to the extent that the activities and services of engineers or consultants are not covered under ARCHITECT's professional liability insurance, ARCHITECT shall cause each engineer and consultant, before the time such engineer or consultant shall commence any services relating to the project, to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000.00 with an insurance carrier satisfactory to DISTRICT.

a. ENDORSEMENTS: Where possible, such professional liability policy (or policies) specified above shall provide the following:

The DISTRICT is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

The professional liability policy (or policies) specified above shall also be endorsed with or include the following specific or equivalent language:

(1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

(2) The insurance provided herein is primary and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(3) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to DISTRICT.

(4) The certificate must state that the insurance is on an occurrence (not a claims-made or modified occurrence) basis.

b. **DOCUMENTATION:** The following documentation of insurance shall be submitted to DISTRICT and approved prior to execution of this Agreement:

Certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy.

At the time of making application for an extension of time, ARCHITECT shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

12. ERRORS AND OMISSIONS

In addition to any other remedy which may be available to DISTRICT under this Agreement or under the laws of the State of California, DISTRICT may require ARCHITECT to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of ARCHITECT, including, but not limited to, costs for the removal or replacement of materials and labor or both, and ARCHITECT shall not receive any fee for any of its work performed in correcting said error or omission. DISTRICT agrees to file a claim for the costs claimed against ARCHITECT pursuant to this paragraph.

13. COMPLIANCE WITH LAWS AND STANDARD OF CARE

a. ARCHITECT's services and performance under this Agreement shall meet the standard of due care for architects in the community in which the Project is being constructed. Using reasonable professional judgment, ARCHITECT shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the Uniform Building Code with California amendments, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on ARCHITECT'S reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to DISTRICT and its legal advisor. DISTRICT shall decide the course of action after recommendation, if any, by ARCHITECT and the legal advisor.

b. ARCHITECT and all engineers, and consultants retained by ARCHITECT in performance of this Agreement shall be currently licensed as required by law to practice in their respective professions.

c. ARCHITECT acknowledges that the requirements of the Americans With Disabilities Act ("ADA") will apply to this Project. ARCHITECT will use the standard of care referred to in Section 13.a. above to meet applicable ADA requirements. ARCHITECT's failure to adequately interpret or apply the ADA shall not relieve ARCHITECT from liability arising therefrom.

14. RECORDS

ARCHITECT shall maintain all records concerning the project for a period of four (4) years after its completion. ARCHITECT shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. ARCHITECT shall make such documents and records available to authorized representatives of DISTRICT for inspection or audit at any reasonable time.

15. TERMINATION OF CONTRACT

a. DISTRICT shall have the right to terminate this Agreement at will and without cause upon thirty (30) days written notice to ARCHITECT and upon compensation to ARCHITECT as set forth in paragraph 4.d.iv. above. If DISTRICT terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. DISTRICT may, at its election, terminate this Agreement, consistent with Article 4.d.v if ARCHITECT defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from DISTRICT. If DISTRICT terminates this Agreement based upon the material default of ARCHITECT, DISTRICT shall be entitled to pursue any remedy available under the law against ARCHITECT including, without limitation, an action for damages for breach of contract.

c. ARCHITECT may, at its election, terminate this Agreement if DISTRICT defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from ARCHITECT. If ARCHITECT terminates this Agreement based upon the material default of DISTRICT, ARCHITECT shall be entitled to pursue any remedy available under the law against DISTRICT, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, ARCHITECT shall promptly and without further cost or charge to DISTRICT, deliver to DISTRICT all of the documents and other work product relating thereto.

16. ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Agreement, ARCHITECT is an independent contractor and is not and shall not be construed to be an officer or employee or partner or joint venturer of DISTRICT.

17. STANDARDIZED MANUFACTURED ITEMS

ARCHITECT shall consult with and cooperate with DISTRICT's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to DISTRICT's criteria so long as the same does not seriously interfere with building design. ARCHITECT is responsible for ensuring that any specification calling for a designated material, product, thing, or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code.

18. OWNERSHIP OF DOCUMENTS, CONTRACTUAL WORKS OF AUTHORSHIP, RE-USE, LICENSES, COPYRIGHTS AND USE OF THESE

Pursuant to Section 17316 of the Education Code, all plans, including, but not limited to, record drawings, specifications, and estimates prepared by ARCHITECT pertaining to the Project pursuant to this Agreement shall be and shall remain the property of DISTRICT. Nothing in this paragraph shall preclude DISTRICT from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site.

Any use or re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by ARCHITECT under this Agreement, by DISTRICT or any other person with DISTRICT's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of DISTRICT and without liability to ARCHITECT, with no warranty of merchantability or fitness, and DISTRICT shall indemnify, hold harmless and defend ARCHITECT and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such use, re-use or modification of said plans, specifications, estimates or other documents prepared by ARCHITECT.

After the completion of this project, ARCHITECT shall not permit any reproductions to be made of any DISTRICT owned documents without the written approval of DISTRICT and shall refer all requests for such documents by other persons to DISTRICT.

The ARCHITECT and DISTRICT shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

In the event that ARCHITECT utilizes or relies upon any Works of Authorship that were previously prepared by other design professionals, ARCHITECT shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by ARCHITECT pursuant to this Agreement.

This Agreement creates a non-exclusive and perpetual license for the DISTRICT to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in Contractual Works of Authorship. ARCHITECT shall require any and all subcontractors and consultants to agree in writing that the DISTRICT is granted a non-exclusive

and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

ARCHITECT represents and warrants that ARCHITECT has the legal right to license any and all copyrights, designs and other intellectual property embodied in Contractual Works of Authorship. ARCHITECT shall indemnify and hold the DISTRICT harmless pursuant to Article 8 of this Agreement for any breach of this warranty. ARCHITECT makes no such representation and warranty in regard to Works of Authorship that were prepared by design professionals other than ARCHITECT and provided to ARCHITECT by the DISTRICT.

At the completion of construction of the Project, ARCHITECT at its own expense will provide the DISTRICT with a complete set of reproducible Contractual Works of Authorship. ARCHITECT will retain, on the DISTRICT'S behalf, the original documents for a period of no less than fifteen (15) years ("the Retention Period"). ARCHITECT shall provide any Contractual Works of Authorship to the DISTRICT promptly upon the earlier of a request by the DISTRICT or the end of the Retention Period.

19. DISPUTE RESOLUTION PROVISIONS

a. MEDIATION

i. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any other legal proceeding.

ii. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a request for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of ninety (90) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

iii. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

iv. Any matter that relates to or is the subject of a lien arising out of ARCHITECT's services, ARCHITECT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

b. ARBITRATION

i. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to arbitration if the parties mutually agree. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

ii. A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be

made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

iii. Such arbitration shall be advisory unless the parties otherwise agree.

20. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that ARCHITECT shall not assign or transfer by operation of law or otherwise any or all of ARCHITECT's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of DISTRICT's Governing Board. Any attempted assignment without such consent shall be invalid.

21. TIME SCHEDULE

a. TIME SCHEDULE: Time is of the essence in the performance of this Agreement. ARCHITECT shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. ARCHITECT shall submit for DISTRICT's approval, as part of **Exhibit A** hereto, a schedule for the performance of ARCHITECT's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for DISTRICT's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by DISTRICT shall not be exceeded unless extended in writing by DISTRICT. ARCHITECT shall at all times maintain adequate staffing and resources necessary for the timely performance of ARCHITECT's services under this Agreement. ARCHITECT shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work, but in any case no longer than a ten working day turnaround period.

b. DELAYS: If ARCHITECT is delayed in ARCHITECT's services by acts of DISTRICT or those in a direct contractual relationship with DISTRICT or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of ARCHITECT, the time for ARCHITECT's performance shall be extended accordingly. Notwithstanding the foregoing, ARCHITECT shall endeavor to avoid or minimize such delay. DISTRICT shall not be liable for the damages to ARCHITECT on account of such delays.

22. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by ARCHITECT, construction work shall cease in that area and DISTRICT shall be

notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to DISTRICT.

ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that Contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBMs"). This certification shall be part of the final Project submittal.

23. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement, however, ARCHITECT expressly acknowledges that the following conditions shall apply to any work performed by ARCHITECT and/or ARCHITECT's employees on a school site: (1) ARCHITECT and ARCHITECT's employees shall check in with the school office each day immediately upon arriving at the school site; (2) ARCHITECT and ARCHITECT's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, ARCHITECT and ARCHITECT's employees shall not change locations without contacting the school office; (4) ARCHITECT and ARCHITECT's employees shall not use student restroom facilities; and (5) if ARCHITECT and/or ARCHITECT's employees find themselves alone with a student, ARCHITECT and ARCHITECT's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

24. MISCELLANEOUS

The following terms and conditions shall applied to this Agreement:

a. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Alameda.

b. **ENTIRE AGREEMENT:** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. **SEVERABILITY:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. **NON-WAIVER:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. DISTRICT's failure

to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. **DISCRIMINATION PROHIBITED:** It is the policy of DISTRICT that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. ARCHITECT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, et seq. In addition, ARCHITECT agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. **DISABLED VETERANS and DISADVANTAGED BUSINESS PARTICIPATION GOALS:** In accordance with Education Code section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DISTRICT. Prior to, and as a condition precedent for final payment under any contract for such Project, ARCHITECT shall provide appropriate documentation to DISTRICT identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that DISTRICT can assess its success at meeting this goal.

This contract is subject to Federal regulations that set goals for DBE participation in all contracts. It is the ARCHITECT'S responsibility to be fully informed regarding the requirements of current State and Federal programs for DVBE and DBE program participation.

It is also the ARCHITECT'S responsibility to comply with all of those requirements when performing and completing this contract. Neither the District nor the City of Emeryville has established program participation rates for DVBE or DBE other than those required for participating in State or Federal funding programs.

g. **RETENTION OF DVBE and DBE RECORDS:** ARCHITECT agrees that, for all contracts subject to DVBE and/or DBE participation goals, the State, the Federal Government, and the DISTRICT have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE and DBE requirements. ARCHITECT agrees to provide the State, the Federal Government, or DISTRICT with any relevant information requested and shall permit the State, the Federal Government, or DISTRICT access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. ARCHITECT agrees to maintain such records for a period of three years after final payment under the contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 20____.

ARCHITECT

DISTRICT

By: _____

By: _____

EXHIBITS:

Exhibit A: Project Description and Schedule

Exhibit B: Tasks and Responsibilities

Exhibit C: Compensation and Schedule of Hourly Billing Rates

Exhibit A – Project Description and Schedule

Project Description:

The Emeryville Center of Community Life (ECCL) is the community's vision of a unique and special community center; a place where schools, community services, arts and recreation programs are integrated to serve the entire Emeryville community. The Emeryville Center of Community Life has evolved with guidance from the Education and Youth Services Advisory Committee (now called the Partners for Community Life) and input from the Emeryville community. In 2003 a program plan was developed through community meetings and workshops with stakeholders that identified facility elements for recreational, educational, and cultural components of the Emeryville Center of Community Life. Starting from that base of information, a team of architects was hired in 2008 to develop a conceptual master plan for the new facility. That conceptual master plan has now estimated the size of the facility would be approximately 180,000 square feet of interior space made up of general instruction classrooms, meeting rooms, administrative offices, 2 gymnasiums, multi-purpose areas, art and music studios, dance and fitness studios, space for preschool and before and after school activities, technology centers, teacher work areas, parent and teacher resource areas, library, and a health and wellness center, and approximately 215 parking spaces. The outdoor space would include soccer field, football field, baseball field, basketball courts, a year-round swimming pool, a running track, gardens, and green open space. For a detailed description of the entire program of the project, refer to the full conceptual master plan attached to this RFP.

The project now being commissioned through this RFP will build on the community's initial vision and will continue to honor a thorough community process involving as many stakeholders as possible to carry the conceptual master plan forward into reality. The City and the District are seeking a design team that will partner with the community in providing a full-service contract to begin from the imaginative starting point of the conceptual master plan and move the project forward through design, documentation, permitting, bidding, construction, and first-year-of-occupancy phases.

The vision that the community has developed over a number of years is reflected in the conceptual master plan that has been created for the Emeryville Center of Community Life. That master plan is attached to this RFP as Appendix A and it foresees a group of joint use facilities and flexible spaces clustered on a single site in a central part of the City, comprised of all the desired educational and community services programs needed and wanted by the community, and formed in a manner consistent with a number of goals. One primary goal is to produce within Emeryville a more connected and engaged network of community members and personal inter-relationships. The Center will serve as both a hub and a portal to that network. It will house activities that engage community members in ways that build and strengthen their bonds. It will facilitate the connections that allow people to encounter and know one another. Other goals are to embed life-long learning into the daily activities of everyone in Emeryville, to provide access to fellow citizens and to information, and to share the deep values that are crucial in determining how that information will be put to use and how those citizens can be in productive relationship with one another. Yet another goal is to create new open public spaces (particularly outdoor spaces) where there is room to share time and experiences, and

build the network of social interactions that is, fundamentally, the essence of community.

Especially for people living at the hectic pace of an urban core environment, time is one of the scarcest of resources. So, the Center of Community Life seeks to place a high value on time spent sharing and experiencing a wide variety of social, educational, and cultural activities within the facilities, thus providing opportunities to develop social interconnections through the every-day use of those places. In addition, the goal of fostering an eminently sustainable and “green” set of community spaces also seeks expression in the Center which would become part of a city that is more walkable, more cohesive, smart in its growth, sustainable in all its endeavors, and the pride of its citizens.

And finally, it is important in the Emeryville community for the Center to epitomize the cultural richness born from the collaborative diversity of the multi-cultural, multi-ethnic, and multi-generational citizens of Emeryville.

Project Design:

The City of Emeryville and the Emery Unified School District are interested in, and committed to, creativity in their approach to accomplishing the goals of this project. The Consultant’s demonstration of his/her ability to think and design creatively will be critical components of being selected for this work.

We are also committed to a proactive and engaged community process in undertaking the work that we do. A particular focus within this overall concern is the topic of youth engagement in these efforts. The process of envisioning the Emeryville Center of Community Life, building community consensus and support for it, advocating publicly for the policies that move toward accomplishing it, investigating the options for implementing its plans, and designing both the program for and physical appearance of that Center are all greatly instructive and rich as learning tools for interested community members of all ages. Therefore, the process has been to date, and will continue to be, as open to and inviting of input as possible. Likewise, the ultimate construction, or dismantling and reconstruction, of new and existing facilities are potentially enriching educational experiences. These circumstantial opportunities can and will be used to great advantage by both school and community services programs. Designing and building the new Center must be of benefit to the community now and in on-going ways throughout the multi-year process of its development. The successful respondent to this RFP will address specifically how they will make commitments to developing this important aspect of our work.

We are interested in enhancing the recreational, cultural, learning, and nurturing opportunities available in our programs and facilities. All environmental design will be focused on producing warm, welcoming, and inviting places for students, teachers, staff, parents, and all community members to gather and share experiences. The successful Consultant’s response to this RFP will clearly demonstrate their capabilities to assist us in this goal.

We are strongly devoted to goals of equitable recreational and educational outcomes for all of our families, students and community members, and realize that there is much diversity in our community. This is a fact to be celebrated and used as a source of richness in program and facility design. The successful Consultant’s response to this

RFP will provide evidence of their ability to think and act in ways that would enhance these priorities.

We are committed to “green and sustainable” design, processes, and materials choices. Therefore, much emphasis will be placed on a firm’s prior experience with LEEDs certified projects and energy conscious and environmentally sensitive designs when considering their qualifications for this project. In addition, a sustainable design is one that is frugal, flexible, and adaptable over time. We expect the Consultant to demonstrate their ability to think about the long-term operations and use of the facility.

As a result of the process you facilitate and the architectural design products you produce, we expect Emeryville to be a healthier, more equitable and sustainable city.

Project Location:

The project location has been identified as the existing Emery Secondary School site. The property is an approximately 7.5 acre parcel that is bounded by 47th and 53rd Streets on the south and north, by San Pablo Avenue on the east, and by the Emery Bay Village on the west. The site currently houses grades 7-12 for the Emery Unified School District, but will be vacated so that construction of the new Center of Community Life can occur.

Project Construction Delivery Method:

The District and the City have chosen to pursue a lease/leaseback approach as the construction delivery method for the Center of Community Life project. It is the intent of the District and the City to request pre-construction phase services from the lease/leaseback partner. The architect will work as a team member along with the lease/leaseback builder, the District, and the City to pursue the design and construction of the Center.

Required Time Line for Contract Performance

The District and City will complete the architect selection process by 16 July 2009. All design work for the project must be complete by or before 1 December 2009, and full and 100% complete construction documents must be submitted to DSA by or before 1 July 2010. Approved plans and specifications must be accomplished by 1 January 2011, and bids and/or negotiated contracts shall be awarded by 1 May 2011. Construction will begin at the Emery Secondary School site in June on the Monday following the last day of classes for the 2010-2011 District school year, and the project must be Substantially Complete by 1 May 2013. Final Completion of construction must occur by 1 July 2013 and move-in to the new Center will occur from 1 July 2013 to 1 September 2013. Closeout of the project with State agencies must occur by 1 January 2014.

Exhibit B – Tasks and Responsibilities

Scope of Services	-- Provided By --			
	District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services	Not Provided
A. Project Administration Services (throughout all phases)				
1 Project Team Selection				
- Selection of District's additional consultants (soils, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, inspectors, others.)	X			
- Coordination of District's additional consultants	X			
2 Project Communications				
- Develop / implement a Community Relations & Public Information plan	X	X		
- School board presentations & community meetings	X	X		
- Status reports to Board & Oversight Committee	X	X		
- Establish & maintain web page		X		X
3 Project Administration meetings				
- As required for A/E basic services		X		
- Other than required for A/E basic services	X			
4 Agency consultations / approvals				
- Local Fire Marshal		X		
- State Office of Reg. Services (DSA, SFM)		X		
- State Dept. of Education, School Facilities Planning		X		
5 Prepare applications & supporting documents				
- OPSC funding applications		X		
- Bond issue funding information	X			
- DSA applications		X		
B. Programming, Planning & Evaluation Services				
1 Special investigations				
- Geotechnical and soils engineering	X			
- Hazardous materials reports & studies	X			
2 Investigation of readily observable existing conditions				
- Property surveys / building measurements (if not available from exist'g drawings)	X			
- On-site utility studies (locations, condition, capacity, etc)		X		
- Off-site utility studies (locations, condition, capacity, etc)		X		
3 Comprehensive ADA compliance study		X		
4 Develop detailed program				
- Educational specifications/program, design criteria & standards	X			
- Detailed space/adjacency programming	X			
- Food service plan/program		X		
- Equipment program	X	X		
5 Assistance with environmental, Negative Declaration & EIR studies				
- Ecological studies and mitigation measures	X	X		
- Traffic, noise, off-site parking, etc.	X	X		
- Hearings and community meetings	X	X		

Scope of Services	-- Provided By --			
	District's Responsibilities	----- A/E Team -----		Not Provided
		Basic Services	Additional Services	
C. Schematic Design Phase				
1 Review of program and budget		X		
2 Field verification of existing conditions		X		
3 Code documentation & interpretations		X		
4 Schematic site and building plans		X		
5 Preliminary sections and elevations		X		
6 Preliminary interior elevations of key spaces		X		
7 Room data sheets and/or finish schedules		X		
8 Preliminary selection of systems & materials		X		
9 Develop approximate dimensions & areas		X		
10 Preliminary description of engineering systems (mechanical, electrical, civil, structural)		X		
11 Outline specifications of major materials, systems and equipment		X		
12 Construction cost estimates				
- Unit cost estimate		X		
- Detailed cost estimate, value engineering or life-cycle cost analyses		X		
13 Presentation models and/or renderings		X		
14 In-house constructability reviews		X		
D. Design Development Phase				
1 Code documentation & interpretations		X		
2 Plans, sections, interior and exterior elevations		X		
3 Development of site plan		X		
4 Development of landscape plan		X		
5 Typical construction details		X		
6 Equipment layouts		X		
7 Developed description and drawings of engineering systems (mechanical, electrical, civil, structural)		X		
8 Preliminary building specifications		X		
9 Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)		X		
10 Furniture, furnishings and equipment <u>not</u> included within construction contract	X			
10 Construction cost estimates				
- Unit cost estimate		X		
- Detailed cost estimate, value engineering or life-cycle cost analyses		X		
10 Presentation models and/or renderings		X		
11 In-house constructability reviews		X		

Scope of Services	-- Provided By --			
	District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services	Not Provided
E. Construction Documents Phase				
1 Code documentation & interpretations		X		
2 Preparation of building construction plans		X		
3 Prepare color boards		X		
4 Final building specifications		X		
5 Furniture, furnishings and equipment				
- Included within construction contract		X		
- Not included within construction contract	X			
6 Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery	X	X		
7 Construction cost estimates				
- Update of DD phase unit cost estimate		X		
- Detailed cost estimate, value engineering or life-cycle cost analyses		X		
8 Prepare bidding and procurement forms	X	X		
9 Prepare Conditions of the Contract (Divisions 0 & 1)	X	X		
10 Develop Project Manual		X		
11 Presentation models and/or renderings		X		
12 In-house constructability reviews		X		
F. Other Design Services				
1 Hazardous materials identification / determination of mitigation measures	X			
2 FF&E design (furnishings & movable equipment)		X		
3 Graphic & signage design		X		
- Fire/life safety graphics & signage		X		
- Other graphics & signage		X		
4 Mock-Up services (workstations, classroom design, etc.)		X		
G. Bidding Phase Services				
1 Advertisement to potential bidders	X	X		
2 Pre-qualification of bidders	X	X		
3 Pre-bid conferences	X	X		
4 Distribution of bidding documents		X		
5 Distribution of special bidding / negotiation addenda		X		
6 Response to bidders' questions and provide clarifications		X		
7 Report / analysis of bidding results		X		
8 Bid dispute resolution	X			
9 Contract award processing	X			

Scope of Services	-- Provided By --			
	District's Responsibilities	----- A/E Team -----		Not Provided
		Basic Services	Additional Services	
H. Contract Administration Services				
1 Plan & manage move-in & out activities including temporary facilities	X			
2 Site visits / observations				
- Scheduled meetings (as quantified in scope of services)		X		
- Additional meetings				X
3 Review Contractors' safety programs	X			
4 Coordination of other construction activities				
- Removal of non-conforming portables	X			
- Demolition and/or removal of other structures		X		
- Moving of utilities underground		X		
- Utility hookups		X		
5 Multiple contract administration or multiple phase coordination efforts for single project	X	X		
6 Submittals & substitutions				
- Review and respond to Contractors' proposed submittal schedules		X		
- Receive, process, distribute submittals, shop drawings, & substitutions		X		
- Review submittals and shop drawings		X		
- Review proposed substitutions		X		
7 Requests for Information / Clarifications				
- Receive, process & distribute requests		X		
- Evaluate and respond to requests		X		
8 Change orders				
- Receive, process & distribute Change Orders		X		
- Changes stemming from A/E documents		X		
- Owner and contractor initiated changes		X		
- Review, analyze and/or negotiate prices with contractors	X	X		
9 Testing and inspection administration	X	X		
10 Maintain official construction logs				
- Change order log		X		
- Request for Information (RFI) log		X		
- Submittal log		X		
11 Contract cost accounting				
- Maintain records of payments	X			
- Coordinate & assemble contractors' payment applications		X		
- Approve & process contractors' payment applications	X	X		
12 Interpretations and decisions				
- Relating to construction documents/specifications		X		
- Relating to General Conditions	X	X		

Scope of Services	-- Provided By --			
	District's Responsibilities	----- A/E Team ----- Basic Services	Additional Services	Not Provided
13 Project closeout				
- Preliminary and final punch lists		X		
- Determination of payment withholdings	X			
- Issuance of Certificates of Substantial Completion		X		
- Securing and receipt of sureties	X			
- Receipt & review of warranties & manuals		X		
- Receipt & review of waivers of liens	X	X		
- Issuance of final Certificates of Payment	X	X		
- Project closeout with DSA		X		
14 Construction tours (students & community)	X	X		
I. Post-Construction & Facility Operation Services				
1 Record Drawings				
- Develop record drawings		X		
- Review record drawings for completeness		X		
- Compile drawings		X		
- Update contract documents to incorporate changes		X		
2 Warranty review (to be defined)	X	X		
3 Detailed analysis or response to Contractor claims not due to fault of Architect	X			
4 Staff training (operating & maintaining equipment and systems)				X
5 Post-construction facility reviews (operations & performance review)		X		
- Post occupancy facility review meeting		X		
- Document defects or deficiencies		X		
- Prepare instructions to Contractors for correction of defects	X	X		
6 Project promotion	X			
7 Community tours	X			

Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The architectural fee arrangement for Basic Services shall be a lump sum amount mutually agreed to.

For Basic Services under this Agreement, the parties have agreed to a fee of \$_____.

The Fee Schedule is as follows:

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic design phase	15	15
Design development phase	15	30
Construction documents phase	30	60
DSA approval	2.5	62.5
Bid phase	2.5	65
Construction phase	30	95
Closeout + Post-construction phase	5	100

Additional Services

Any additional services that may be required during the project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4.

Reimbursable Expenses

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved by District in advance.

Standard Hourly Billing Rates

The following hourly rates shall be used for any Time and Materials services:

These rates shall be adjusted annually on the anniversary date of the Agreement in accordance with the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics for "All Urban Consumers" in "San Francisco-Oakland" for "All Items."

**APPENDIX D,
DVBE and DBE for GENERAL INFORMATION**

EXHIBIT 10-I Notice to Bidders/Proposers Disadvantaged Business Enterprise Information**LOCAL AGENCY LETTERHEAD
(DATE)****NOTICE TO BIDDERS/PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
REQUIREMENTS AND INSTRUCTIONS****1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a bidder/proposer to be considered responsible and responsive, the bidder must make good faith efforts to meet the goal established for the contract. If the goal is not met, the bidder/proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

Notice to Bidders/Proposers

Disadvantaged Business Enterprise Requirements and Instructions

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the bidder’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The bidder is a UDBE and will meet the goal by performing work with its own forces.
 2. The bidder will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm
 - Click on Query Form link, located in the first sentence

- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without Internet Access

DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

- 7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(CONSULTANT CONTRACTS) (Revised 06/08)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Dollar Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of UDBE certified contractors to perform the work (must be certified on the date bids are opened and include UDBE address and phone number). Enter UDBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by UDBEs including work performed by its own forces.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms.

Exhibit 10-O (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

BIDDER'S NAME: _____

[illegible]

(Area Code) Telephone Number:

%

Date (Area Code) Tel. No.

Person to Contact	(Please Type or Print)
-------------------	------------------------

Local Agency Bidder - DBE Commitment(Rev 03/09)

March 4, 2009

INSTRUCTIONS - LOCAL AGENCY BIDDER/PROPOSER-DBE INFORMATION (CONSULTANT CONTRACTS) (Revised 03/09)

ALL BIDDERS:

The form requires specific information regarding the construction contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Dollar Contract Amount, Bid Date, Bidder's Name.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.

Enter the Total Claimed DBE Participation dollars and percentage amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

GUIDANCE FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL

The specifications in Section 2 of the project Special provisions for each federally-funded project state the following about documentation of adequate good faith efforts:

“The information necessary to establish the bidder’s adequate good faith efforts to meet the contract goal should include:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested.
- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder’s responsibility to demonstrate that sufficient work to meet the UDBE goal was made available to UDBE firms.
- D. The names, address and phone numbers of rejected UDBE firms, the firms selected for that work, and the reasons for the bidder’s choice.
- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any work which was provided to the UDBEs.
- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contracting, recruiting and using UDBE firms.
- H. Any additional data to support a demonstration of good faith efforts.”

It is recommended that bidders consider the following in making efforts to obtain participation of UDBEs, and when preparing the documentation to be submitted, demonstrating their good faith efforts:

- Advertising for UDBE participation may be placed in newspapers, trade papers, minority focus papers and on the Internet.
- The more advertising the better. The wider the audience—especially in trade and focus publications—the better a prime contractor can “get the word out” they plan to bid a project, the better potential for UDBEs to know about the project and to whom they should bid.



- Solicitations and follow-up telephone contacts should occur within reasonable time before the opening bid date to allow the subcontractor time to prepare a quote to submit to the bidder. Telephone or e-mail logs, and fax receipts may be used to corroborate follow-up contacts.
- Advertisements and solicitations should state which items or portions of work are being made available. The bidder should consider making as many items of work available as possible to meet the goal, including those items normally performed by the bidder with its own forces.
- Bidders are encouraged to assist UDBE subcontractors in the areas of bonding (if required), lines of credit, and obtaining necessary equipment, supplies and materials, and inform UDBEs of this assistance in their solicitations.
- The documentation to be submitted to the local agency should clearly demonstrate all efforts made by the bidder to meet the UDBE goal. To assist in providing clear documentation, bidders should consider the following:
 - Be careful when referring to “See Attachments” without providing explicit information where to find the material. Clearly identifying these items as Attachment A, Attachment B, etc. is suggested.
 - Attachments may include copies of advertisements, solicitations and logs of telephone follow-ups, e-mail or fax receipts.
 - In documenting the work made available to UDBEs, list the bid item number, description of the work and what portion of the item was offered, if applicable.
 - Include quotes from rejected UDBEs and the quotes from the firms selected. If the bidder is doing the work at less cost, include the items to be performed and the costs.
 - Identify any contacts with agencies, organizations or groups used or contacted to provide assistance in contacting, recruiting and using UDBE firms, and any responses or assistance received from them.
 - Describe any additional information which would demonstrate that adequate good faith efforts were made to meet the goal.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE):** _____ **or None** ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

(Revision Date 02/20/08)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The minimum DVBE participation percentage (goal) is 5% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must complete the identified forms listed in the Documentation of Disabled Veteran Business Enterprise Program Requirements, STD 840, Additional Disabled Veteran Business Enterprise Contact, STD 840 A, as appropriate, and the Bidder Declaration, GSPD-05-105 to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to submit all required forms and fully document and meet one of the DVBE program requirement options shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions. Complete and document your option selection and related information on the forms identified herein.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:

Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation. (For partial participation, identified certified DVBE(s) must be used).

Option C - Business Utilization Plan - For a bidder using an annual plan (subject to pre-bid submission approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the attached Documentation of Disabled Veteran Business Enterprise Program Requirements (STD. 840) and the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required forms as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 5% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document option intention on the STD. 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 5% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 5% DVBE participation or its commitment may fall below 5% such as when specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed.
- c. Document option intention on the STD. 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105. Note: If Option B is selected, see Good Faith Effort documentation requirements below.
- d. At the State's option prior to contract award, a bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if the bidder is unable to obtain and commit to the full DVBE participation percentage goal (Option A) and does not exercise Option C. Perform and document the following Steps 1 through 5 on both pages of the attached STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840 and the Bidder Declaration GSPD-05-105, shall result in the bid being deemed non-

responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1: Awarding Department (PCC §10115.2[b][1])

Contact Caltrans, Civil Rights Program by accessing their web site at <http://www.dot.ca.gov/hq/bep> for assistance in identifying DVBEs. You may also fax your request for assistance to Civil Rights at (916) 324-8760, or you may phone (916) 324-1700 or the Toll Free Number (866) 810-6346. The contact must be fully documented and the results described on the STD. 840 (Page 1), Section B, Step 1.

Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2[b][2])

All three entities must be contacted. For searches that are accomplished online, attach screen print(s) of Web results for verification. The screen prints should be current and coincide with the goods/services sought in the State's solicitation.

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Services (OSDS) online certified firm database at www.pd.dgs.ca.gov/smbus. Begin by selecting "Search for Certified SBs and DVBEs by Specific Criteria." Search by Keywords and/or click on "Include SIC Codes in Search" if you wish to also search by SIC codes. You should also check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <http://www.cscr.dgs.ca.gov/cscr/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940. All contacts must be fully documented and the results described on the STD. 840 (Page 1), Section B, Step 2.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. You must fully document this contact and describe the results on the STD. 840 (Page 1), Section B, Step 2.

LOCAL: Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (www.pd.dgs.ca.gov/smbus - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Services (see the Resources & Information page provided herein). You must fully document your contact with local DVBE organizations and describe the results on the STD. 840 (Page 1), Section B, Step 2.

Step 3: Advertisements (PCC §10115.2[b][3])

Advertisements are mandatory unless waived by the awarding department within the solicitation.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the State's solicitation number; (7) description of goods and/or services for which subcontractor participation is sought (Note: It must be goods and/or services for which the subcontractor will be performing a commercially useful function); (8) the location(s) of work to be performed; (9) the State's bid due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus requirements as defined in CCR, Title 2, §1896.61(k)), in which case one (1) ad is acceptable in lieu of the two (2) mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Pursuant to CCR §1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On the STD. 840 (Page 2), Section C, Step 3, document the publication name(s) where advertisement(s) were published, the contact name and phone number, and the date of publication. Include a copy of the advertisement(s) with your bid.

Step 4: Invitations to Participate (PCC §10115.2[b][4])

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBE subcontractors to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Only California certified DVBEs should be contacted** -- please refer non-California certified DVBEs to the OSDS to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the State's solicitation. If you are unable to identify specific portions of the proposed contract to subcontract, the State encourages bidders to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: **Written invitations are required.** At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the State's solicitation number; (7) description of goods and/or services for which subcontractor participation is sought (Note: It must be goods and/or services for which the subcontractor will be performing a commercially useful function); (8) the location(s) of work to be performed; (9) the State's bid due date and/or your due date for receiving DVBE responses.

The invitation should also include the anticipated schedule for subcontractor performance and terms/conditions related to payment of the subcontractor.

WHEN: Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5 (below), prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD. 840 (Page 2), Section C. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) should include confirmation of transmittal or delivery. Your bid may be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5: Consider all responding DVBEs for contract participation (PCC §10115.2[b][5])

Consideration must be based on business needs for this contract and the same evaluation criteria must be applied to each potential DVBE subcontractor offering the same goods and services. Any firm selected for participation must be documented on the Bidder Declaration GSPD-05-105. Bidders must commit to using the certified DVBEs in the capacity and for the amount identified on the GSPD-05-105. Any firm not selected must be identified on the STD. 840 (Page 2), Section C, and the reason for non-selection documented on the form. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts that were not selected.

OPTION C - THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 5%. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 5% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Services for assistance. Bidders choosing this option must properly complete and submit STD. 840 (Section A), the Bidders Declaration (GSPD-05-105), and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination other preferences (Small Business, Non-Small Business Subcontracting participation, Recycling, TACPA, LAMDA, and EZA), the cumulative adjustment amount is not to exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Services and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:
List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: www.pd.dgs.ca.gov/smbus

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Resource Packet
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

ADVERTISEMENT FORMAT EXAMPLE

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***

***DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.***

Contact: ***ABC Company***
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: ***555/555-5555***; fax: ***555/555-5556***
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 3/2007)

A. Designation Of Option – Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

- ☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.**
Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete: STD. 840, Section A (check the box on this form),
STD. 840, Section B (for GFE Steps 1 & 2),
STD. 840 (REVERSE), Section C (for GFE Steps 3-5), and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)
- ☐ **OPTION C – I submit a copy of my firm’s “Notice of Approved DVBE Business Utilization Plan.”**
Complete: STD. 840, Section A (check the box on this form) and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

B. Documentation of Good Faith Effort Steps 1 and 2 – Full information must be provided. Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors, and document this contact below.

Date Contacted / /	Contact Name	Telephone Number () - ext.
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other State and federal agencies and local organizations to identify potential DVBE subcontractors. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Services (OSDS)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the OSDS for a list of California certified DVBEs.
	Date / /	Internet Address www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> I searched the OSDS online database to identify California certified DVBEs.
Describe Result				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address www.ccr.gov/.	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (**www.pd.dgs.ca.gov/smbus** – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - www.
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - www.
Describe Result			

Go to Page 2, Section C to continue Good Faith Effort documentation =>

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 3/2007) (REVERSE)

C. Documentation of Good Faith Effort Steps 3, 4 and 5 – Full information must be provided.

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications and a sample advertisement format); unless the paper is an approved dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /
Trade Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

STEP 4 & STEP 5. Document your completed contacts with (Step 4) and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be explained. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations must be attached. Delivery confirmations should also be attached and submitted with the bid.

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (REV. 3/2007)

This document may be used as a continuation from Section C, STD. 840, Steps 4 & 5

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

☐ DVBE was selected and is listed on the GSPD-05-105 ☐ DVBE not selected for the following business reasons:

DVBE Program Requirements Supplier Checklist (Rev. 2-28-2005)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be deemed compliant.

☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

- ☐ STD. 840 included with bid
 - ☐ Designated the Commitment Option in Section A – Checked the first box of the form STD. 840
 - ☐ Bidder Declaration form GSPD-05-105 completed and included with bid
 - ☐ Proposed DVBE participation meets the 5% requirement (unless a different percentage is specified)
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☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD. 840 included with bid
 - ☐ Designated the GFE Option in Section A – checked the second box of the form STD. 840
 - ☐ Bidder Declaration form GSPD-05-105 completed and included with bid (any participation obtained is identified on the form)
 - ☐ (Step 1) Contacted the Awarding Department and listed the contact information and results
 - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Services) and listed the contact and results – if a DVBE search was conducted online, included a screen print with bid
 - ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database, noted the results and included a screen print with bid
 - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results – if a DVBE search was conducted online, included a screen print with bid
 - ☐ (Step 3) Advertised – IF NOT WAIVED IN THE SOLICITATION
 - Listed full information for the advertisement(s) and publication(s)
 - At least 2 ads (one in a trade publication and one in a DVBE focus publication); **OR** 1 ad in one approved dual-purpose publication (for approved publications, see the Resource Packet at www.dgs.ca.gov/smbus)
 - Attached a copy of the advertisement(s) and affidavit(s) of publication
 - The advertisements were published at least 14 days prior to the bid due date (or lesser time as specified)
 - The advertisements included required contact information
 - ☐ (Step 4) Listed on STD. 840 all DVBEs contacted that were not selected to perform as subcontractors
 - Attached copies of the invitations sent to DVBEs
 - Invitations included the required contact information
 - Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
 - ☐ (Step 5) Listed the business reasons for non-selection of DVBEs contacted
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☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ **Prior to the bid due date** – Submitted a BUP to DGS-PD and received approval
 - ☐ STD. 840 included with bid
 - ☐ Designated the BUP Option in Section A – Checked the third box of the form STD. 840
 - ☐ Attached a copy of the BUP Approval letter from DGS-PD
 - ☐ Bidder Declaration form GSPD-05-105 completed and included with bid
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... for sports



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... for all of us