

CHILD START, INC.



February 5, 2024

REQUEST FOR QUALIFICATIONS/PROPOSAL

**RENOVATION OF AN EXISTING ELEMENTARY SCHOOL BUILDING FOR USE AS
AN EARLY LEARNING CENTER**

Child Start, Inc. (“**Child Start**”) invites responses from qualified firms, partnerships, corporations, associations, persons, or professional organizations to enter into an agreement with Child Start for the following project (“**Project**”):

Renovation of an existing elementary school site and buildings for a new Early Learning Center Campus located at 1450 Coronel Avenue, Vallejo, CA 94591

Interested firms or persons are invited to submit their qualifications and proposal as described below, with one (1) original and five (5) copies of requested materials to:

**Child Start, Inc.
Attn: Juan Cisneros, Executive Director
439 Devlin Road
Napa, CA 94558**

**Also send an electronic version of the response to: Michelle Hightower
(mhightower@tra.net)**

Written questions regarding this Request for Qualifications/Proposal (“**RFQ/P**”) may be directed to the Project Manager: Terra Realty Advisors, Inc. Attention: Michelle Hightower, Phone: (707) 639-1000; Fax: (707) 312-5200; e-mail mhightower@tra-inc.net. All requests must be in writing and e-mailed to Michelle to assure all participants have access to the same information and submitted no later than 3:00 pm on Friday, February 16, 2024.

All RFQ/P responses must be received by March 22, 2024, no later than 3:00 p.m.

This RFQ/P is not a formal request for bids or an offer by Child Start to contract with any party responding to this document. Child Start reserves the right to reject any and all responses. Child Start also reserves the right to amend this RFQ/P as necessary. All materials submitted to Child Start in response to this RFQ/P shall be the property of Child Start.

REQUEST FOR QUALIFICATIONS/PROPOSAL

Child Start invites qualified firms to submit a Statement of Qualifications and Proposal related to its ability to provide construction services with respect to the design assist and construction of the Project described herein. In general, the firm(s) selected as a result of this process (“**Firm**”, “**Contractor**” or “**Construction Manager**”) will provide pre-construction services on behalf of Child Start in the development of the Project, and thereafter work cooperatively with the Child Start Board, staff and consultants, the design team, and Project Manager, to facilitate the timely completion of the Project.

Child Start wishes to retain a Firm that has the financial strength, management and expertise to deliver the Project within the proposed schedule and within an established budget. In addition, Child Start requires the selected Firm to agree to the additional requirements as set forth in the attached Child Start American Rescue Plan Act (ARPA) document. Child Start reserves the right to choose individual members of the Firm or the entire Firm. The Firm and all subcontractors will comply with the prevailing wage and other applicable laws. The Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public construction, and a proven track record for cost-efficient and timely construction. A “best value” method of selection will be utilized. The “best value” method includes, but is not limited to, the following selection criteria:

1. Technical expertise;
2. Team experience;
3. Recent completion of similar projects;
4. Proximity of offices and availability of qualified staff;
5. Lifecycle / maintenance / operation costs;
6. Prior experience with Child Start staff, Project Manager and current consultants;
7. Skilled labor force;
8. Safety record;
9. Local hiring commitment;
10. Ongoing training and apprenticeship program;
11. LEED Certifications and knowledge;
12. Design / value engineering approach;
13. Project approach; and
14. Schedule.

Creative solutions are encouraged, adversarial relationships are not. For example, the successful Contractor will perform constructability reviews of the Architect’s schematic, design development and construction documents, and value engineering of materials, systems and methods. The successful Contractor will engage subcontractors with the highest levels of qualifications and experience, and to the extent possible based on or with a strong presence in Solano County. Child Start’s goal is to create an environment where trust and teamwork prevent disputes and foster a cooperative bond for everyone’s benefit; to facilitate the completion of a successful, high quality, on budget, on time project for Child Start.

The Contractor shall retain, at their sole expense, qualified mechanical, plumbing, and electrical design build firms (outline specs to be provided by Architects), and other approved and/or required consultants to finish all documentation necessary to:

1. Obtain a building permit; and

2. Obtain all required proposals necessary for the Contractor to issue a **Guaranteed Maximum Price (GMP)** to Child Start prior to the start of construction.

Child Start will retain at their expense an architect, civil engineer, traffic engineer, geo-tech engineer and environmental consultant who will all be part of the team.

I. **Description of Project.** The Proposed Project for which Child Start is seeking responses is indicated and outlined in **EXHIBIT A** attached hereto.

II. **Description of Child Start's Needs and Project Administration.**

A. **General Information**

1. Child Start intends to select the Firm that best meets Child Start's needs to perform the construction services as described in this RFQ/P. The Firm will be Child Start's representative in relation to any trade contractors hired by the Firm and will ensure compliance with the Project plans ("**Project Plans**").
2. The Firm's responsibilities during the planning stages will include:
 - (a) **Constructability Review.** Review design documents for constructability, scheduling, clarity, consistency and coordination.
 - (b) **Value Engineering.** Undertake a value engineering analysis and prepare reports with recommendations to Child Start to maintain the established budget.
 - (c) **Meetings.** Participate as necessary in meetings with members or representatives of Child Start and the community with an interest in the Project.
 - (d) **Schedules.** Prepare and continually update master schedules for the Project per the preliminary master schedule and milestones established by Child Start.
 - (e) **Budgets.** Prepare and continually update budgets for the Project.

B. **Financial Structure**

1. The Project will be funded from various sources, and any agreement reached will conform to the framework as set forth by Child Start's legal counsel. In addition, funds through the ARPA funding will be provided, which requires certain reporting requirements for the selected Firm (see attached **Exhibit "B"**).
2. The Firm shall enter into a Professional Services Agreement (see attached **Exhibit "C"**) as a consultant with Child Start to perform a constructability review, develop estimates, review the Project Plans, develop specific cost reduction strategies to address budgetary constraints maximizing the value to the Project of those cost reduction efforts, assist the architect to prepare conceptual and detailed plans and specifications, along with a GMP agreement to complete the construction.

C. **Schedule**

The Project must be fully completed by the dates indicated in **EXHIBIT D**.

D. District Project Management Description

Terra Realty Advisors, Inc., represented by Scott Sheldon, acting as the Principal Project Manager, will be the primary point of contact between the Firm and Child Start.

III. Submittal Requirements

All responses must be concise, well organized, and demonstrate the Firm's qualifications. Responses shall follow the format outlined below. Responses shall be no longer than thirty (30) pages, 8½" x 11" paper, inclusive of resumes, forms, and pictures, and tabbed according to the numbering system reflected below.

A. Cover Letter

B. Table of Contents

C. Firm Information

Provide the following:

1. Name, address, and brief history of the Firm. Please include any former names of the Firm and the number of years the Firm has participated in construction as a general contractor and a description of the public projects completed.
2. Description and Organizational Chart of the Firm.
3. Resumes of personnel to be involved with the Project should be part of the response, including their public sector construction experience. Upon engagement, any change in personnel must be approved by Child Start. The Firm shall be responsible for any additional costs incurred by the engagement of a change in personnel.
4. The volume of completed construction in dollars for each of the past five (5) years and projects in progress.
5. A statement regarding the Firm's availability and resources.
6. A statement on financial resources, bonding capacity, and insurance coverage.
7. A claims statement: Submit a statement indicating any and all suits or claims in which the Firm or its personnel instigated or were named in mediation, arbitration and/or litigation regarding construction projects within the past five (5) years.
8. Contractor license number in good standing and whether license has been revoked or suspended in the last five (5) years.
9. Signatory status.
10. Location of nearest local office and main office, if different.

11. The following information:

- Fee for managing the Project, expressed as a percentage of the total hard construction cost. This Project will be subject to prevailing wage requirements.
- Monthly general conditions costs, including a line-item breakdown.
- Bonding rate for a labor and materials performance bond.
- Fee to manage the pre-construction work as outlined in this RFQ/P.
- General liability insurance rate, expressed as a percentage of the final hard construction cost.

D. Prior Relevant Experience. Child Start prefers to contract with a Firm that has direct experience on projects of similar scope and structure, located in the geographic vicinity of the project located at 1450 Coronel Avenue Vallejo, CA (formerly known as Beverly Hills Elementary School).

1. List projects your Firm has been involved with for the past seven (7) years that satisfy the following factors:
 - (a) The project is located within approximately fifty (50) miles of the subject property;
 - (b) The total project contracts exceed \$5 million; and
 - (c) The owner is a public entity.

For these projects, provide a contact name and telephone number for the owners and indicate which key Firm personnel worked on each project.

2. List projects your Firm has successfully completed that have some or all of the following obstacles, including the creative solutions from the Firm on how these obstacles were overcome and the project completed:
 - (a) A very aggressive schedule;
 - (b) Significant budgetary restrictions; and
 - (c) Be prepared to expand upon what was done to address the following:
 - (i) What you did to deal with the complexity of the project,
 - (ii) The needs of the clients on site,
 - (iii) Minimize inconveniences, and
 - (iv) Maximize safety.

3. List other projects you would like Child Start to consider in its evaluation.

E. Assurances

The Firm must acknowledge each of the following items and confirm that it will be willing and able to perform these items:

1. **Preconstruction Services:** The Firm shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:
 - (a) **Site Evaluation:** Consult with Child Start staff, Project Manager and the design team in relation to the existing site. The Firm shall make site visits, as needed to review the current site conditions. Based on its evaluation, the Firm shall make recommendations in order to minimize unforeseen conditions.
 - (b) **Project Plans Review:** Provide Project Plans review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.
 - (c) **Design Team Meetings:** Attend meetings at the Project Manager's office or subject site with the design team a minimum of every two weeks (approximately two hours each meeting).
 - (d) **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering ideas.
 - (e) **Detailed Construction CPM Schedule:** Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and needed governmental approvals.
 - (f) **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project Plans, provide detailed construction estimates showing the values of all major components of the Project.
 - (g) **Trade Contractors:** Provide the name(s) and scope(s) of work of each trade contractor for the trades that the Firm intends to use on the Project and who will perform more than five percent (5%) of the work of the Project.
 - (h) **Consultants:** Provide names of proposed Mechanical, Electrical, Plumbing consultants to be used on Project.
2. **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, access, on-site office area, any needed easements, etc. as required.
3. **Method and Strategic Plan:** Describe your proposed methods and strategic plan.
4. **Other Services:** Any other services that are reasonable and necessary to control the budget and schedule. List those areas where sub-consultants will be required and where the Firm has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.
5. **Construction Services**

- (a) **General Conditions:** List what is included in the Firm’s general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line-item in the general conditions.
- (b) **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the Firm engages to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.
6. Work cooperatively with Child Start, Project Manager, the design team, and all of the Firm’s trade contractors to ensure the Project is delivered on time and within budget.
 7. Coordinate and attend job site meetings, at least weekly to start, and prepare and circulate minutes. Evaluate and process payment applications and verify progress. Evaluate and process change order requests if the Firm intends to seek reimbursement from Child Start.
 8. Evaluate and track Requests For Information (“**RFI’s**”) and responses. Advise Child Start as to status and criticality of RFI’s. Evaluate and track submittals, substitutions and change orders. Work with Child Start and its design team to develop lists of incomplete or unsatisfactory work (“punch lists”).
 9. Submit necessary reports to state and county authorities. Ensure that all other Project participants submit necessary documentation.
 10. The following shall be in a sealed envelope as part of your response. All information, as set forth, is required:
 1. A Fee Proposal letter, signed by an officer of the Contractor stating the costs charged for the professional services as follows:
 - A. Preconstruction Services \$_____ Lump Sum
 - B. Monthly General Conditions Cost \$_____ (include a line-item breakdown*)
 - C. Fixed Fee
All overhead & profit (including Prime contract & all change orders) expressed as a percentage of the total construction cost. _____%
 - D. Estimate the percentage of self-performed work. _____%
 - E. State the percentage fee of the total construction cost for liability Insurance _____%
 - F. State the percentage cost of the total construction amount to provide a 100% Performance bond. _____%
 - G. State the percentage cost of the total construction amount to provide a 100% Labor & Material bond. _____%
 2. A letter stating that all of Fixed Fees and costs are valid for a period of 90 days from date of submission. All phone & fax charges as well as all travel in the

Greater Bay Area/Sacramento region are to be included in the pre-construction costs, general conditions, & overhead and profit (OH&P).

IV. Child Start Evaluation Process

- A. Child Start will review and evaluate all submitted documents received per this RFQ/P.
- B. Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California or other applicable law, the submittals may be released to the public if requested by members of the public.
- C. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with Child Start's staff, the Project Manager, other consultants and the design team.
- D. Special consideration will be given to the following Firms:
 - a. Firms with a current, established presence in Solano County.
 - b. Firms that emphasize local (Solano County) hiring practices for sub-contractors and other trades.
 - c. Firms that have an established training and apprenticeship program.
- E. After the submittals are evaluated and/or ranked, Child Start, at its sole discretion, may elect to interview one or more firms. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
- F. If a commitment is made, it will be to the most qualified respondent with whom Child Start is able to successfully negotiate the terms and conditions of the required agreement documents.
- G. Final selection of a Firm, terms and conditions of any and all agreements, and authority to proceed with noted construction services, shall be at the sole discretion of Child Start.
- H. Child Start staff will recommend firm(s) to the Child Start's Board that, in staff's opinion, are most qualified and will issue a letter of intent to commence negotiations of services to those firm(s).
- I. If Child Start is unable to successfully negotiate a satisfactory agreement with terms and conditions Child Start determines to be fair and reasonable, Child Start may then commence negotiations with the next most qualified Firm in sequence until an agreement is reached or determination is made to reject all submittals.
- J. Child Start may, at its sole discretion, not proceed with this Project, or accept or reject any and all proposals submitted in response to the RFQ/P & interview. Child Start is not responsible for any fees or costs incurred by Contractors/Firm in the preparation of a

proposal. All work products submitted to Child Start by the Contractor shall remain the property of Child Start, including electronic media. If additional information is required, this request shall be in writing. All site visit arrangements shall be coordinated through the Project Manager.

- K. It is anticipated that work shall start immediately, per the attached schedule, upon selection of the Contractor/Firm and execution of a contract between Child Start and such Contractor/Firm. The Professional Services Agreement (Attached as **EXHIBIT "C"**) will be the initial form of Agreement, to be superseded with a GMP Construction Agreement at the conclusion of the Preconstruction Agreement. Please include verification as to your ability to meet the schedule as part of your submittal.

EXHIBIT A
PROJECT DESCRIPTION DOCUMENTS

The following is a list of documents attached to this RFQ/P:

1. Schematic Plans prepared by A2R Architects, dated September 14, 2023.
2. Assessment Report of the existing portables prepared by A2R Architects, dated August 29, 2023.
3. Facility Assessment Documents As-Built shell plans for the Beverly Hills Elementary School site prepared by QKA Architects, dated July 11, 2022.
4. Cost Estimate prepared by TDB Consultants, dated July 29, 2022.
5. 1951 Original Construction plans prepared by Harry J. Devin Architect.
6. Environmental Report Lead & Asbestos prepared by Schutze & Associates, dated October 16, 2023.
7. Amended Title Report from Fidelity National Title dated, October 5, 2023.

EXHIBIT A(1)
SCHEMATIC PLANS PREPARED BY A2R ARCHITECTS
SEPTEMBER 14, 2023

EXHIBIT A(2)
ASSESSMENT REPORT FOR PORTABLES PREPARED BY A2R ARCHITECTS
AUGUST 29, 2023

**EXHIBIT A(3)
FACILITY ASSESSMENT DOCUMENTS PREPARED BY QKA
JULY 11, 2022**

**EXHIBIT A(4)
COST ESTIMATE PREPARED BY TBD CONSULTANTS
AUGUST 3, 2022**

**EXHIBIT A(5)
1951 ORIGINAL CONSTRUCTION PLANS
PREPARED BY HARRY J. DEVIN ARCHITECT**

**EXHIBIT A(6)
ENVIRONMENTAL REPORT PREPARED BY SCHUTZE & ASSOCIATES
OCTOBER 16, 2023**

**EXHIBIT A(7)
TITLE REPORT FROM FIDELITY NATIONAL TITLE
OCTOBER 5, 2023**

EXHIBIT B
CHILD START ARPA REPORTING AND REQUIREMENTS

1. SUB-RECIPIENT COMPLIANCE

A. All or part of this contract will be paid with Federal awards. Contractor is designated as a Sub-recipient and the federal funds received under this contract are designated as a subaward of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). Funds, payments, expenses, and procurements under this contract must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including but not limited to, the US Treasury Final Rule (31 CFR Part 35), CSLFRF Compliance Reporting Guidance, and CSLFRF Frequently Asked Questions and all amendments or successor laws, regulations, or guidance thereto.

B. Contractor shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any contracts it enters into with other parties relating to or involving funding under this contract.

C. Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA CSLFRF funding. Contractor shall return to Child Start any funds disallowed within (90) ninety days of notification from Child Start to return such funds.

D. As a pass-through entity, Child Start is required to provide certain information regarding Federal award(s) to Contractor as a Sub-recipient. Child Start will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

2. REPORTING

Contractor agrees to comply with and support all applicable ARPA CSLFRF reporting requirements and all reporting requirements otherwise stated in the contract, including, but not limited to, providing reports to Child Start as requested. Contractor shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).

Contractor shall be responsible for ARPA CSLFRF related reporting by project, including but not limited to:

- Quarterly reporting on performance as related to activities and outcomes identified in Exhibit "A" to the Professional Services Agreement, Scope of Work/Services and Fee Schedule;
- Identifying primary, secondary, and tertiary impacted and/or disproportionately impacted populations served;
- Identifying the structure and objectives of assistance programs, including negative economic impacts experienced;
- Identifying how Contractor's approach to ensuring response is reasonable and proportional to negative economic impacts of the COVID-19 pandemic;
- Identifying the amount of the project spending that is allocated toward evidence-based interventions;
- Identifying if a program evaluation is being conducted;

- Identifying efforts to promote equitable outcomes, including how programs were designed with equity in mind; and
- Other reporting based on project category.

3. UNIFORM ADMINISTRATIVE, COST PRINCIPLES, AND AUDIT REQUIREMENTS

A. Contractor shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. Contractor shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

B. Contractors who receive federal funding which taken together total over \$750,000 in a single fiscal year are required to have a single agency audit in accordance with 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to Child Start by the auditor as soon as it is complete.

4. SYSTEM FOR AWARD MANAGEMENT

Contractor shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this contract unless the entity has provided its Unique Entity Identifier to Child Start. Subrecipients are not required to obtain an active SAM registration but must obtain a Unique Entity Identifier.

5. PUBLIC ACKNOWLEDGEMENT OF FUNDS

Contractor shall appropriately acknowledge funding from the County of Solano ARPA CSLFRF.

Appropriate acknowledgement is defined as follows:

- A. Includes the County of Solano logo;
- B. Includes the statement, "Made possible by funding from the County of Solano";
- C. The statement and logo must be included in all public materials that mention the funded programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items.

6. START-UP PERIOD

Without limiting any remedy available under Section VI or Section XI of Exhibit "C" to the Professional Services Agreement to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months

of the effective date of this Contract, Child Start reserves the right, in the sole and absolute discretion of Child Start, to terminate the Contract with 15 days written notice of such termination to Contractor.

7. WAIVER OF SUBROGATION

Child Start and Contractor agree Child Start excludes the Waiver of Subrogation requirement in Exhibit "C", Professional Services Agreement.

**EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into as of _____, 20____, (“Effective Date”) between Child Start, Inc. (“Child Start”) and **CONSULTANT NAME** (“Consultant”).

WITNESSETH:

WHEREAS, Child Start desires to contract for the Early Learning Center (“ELC”) which for the purposes of this Agreement shall be called “PROJECT,” and,

WHEREAS, Consultant is willing and qualified to provide the professional services desired;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF CONSULTANT

- A. The Consultant shall provide services required for the PROJECT as described in the Scope of Work/Services and Fee Schedule, attached to and incorporated into this Agreement as Exhibit “A.”
- B. Consultant agrees that Consultant and all of Consultant’s employees and subconsultants hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit “A,” as may be required in the State of California, if any. Failure of Consultant, its employees and subconsultants to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. Consultant shall perform the PROJECT work in such a manner as to fully comply with high quality professional standards of care, including professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished and/or work undertaken by Consultant pursuant to this Agreement.
- D. Child Start’s approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished by Consultant under this Agreement shall not relieve Consultant of responsibility for the technical adequacy of its work. Neither Child Start’s review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. Consultant shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit “A” have been completed. It is agreed between Consultant and Child Start that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VI and IX shall continue beyond such termination.

II. DUTIES OF CHILD START

Child Start, without cost to Consultant, will provide pertinent information reasonably available to it, which is necessary for performance by Consultant under this Agreement, including previous reports and data relative to the PROJECT. Child Start does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. Consultant will use its professional judgment in the review and use of data so provided.

III. COMPENSATION OF CONSULTANT

- A. Basis of Compensation: Child Start will pay Consultant for services provided under this Agreement on a time and material basis with a maximum fee not to exceed **Enter Dollar Amount in Words** DOLLARS (**\$Enter Dollar Amount in Numbers**) in accordance with the Fee Schedule attached to and incorporated into this Agreement as Exhibit "A". When compensation is determined using hourly rates of Consultant's personnel and equipment assigned to the work, Consultant rates may be adjusted annually if proposed by Consultant and approved by Child Start. Such rate adjustments shall not exceed five percent (5%) annually.
- B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of Child Start shall be based on the **Fee Schedule in Exhibit "A"**. Changes in scope of work so authorized shall not exceed twenty percent (20%) of the total maximum fee. No payment shall be made for changes unless authorized in advance and in writing by Child Start in Child Start's sole discretion.
- C. Monthly Payment to Consultant: Upon submission of a monthly invoice by Consultant, and upon approval of Child Start's authorized representative, Child Start will pay Consultant monthly in arrears for fees and expenses incurred up to the maximum amount reflected in Exhibit "A". Child Start will issue payment within twenty-five (25) calendar days after receipt of an invoice from Consultant, provided that all invoices are accompanied by cost documentation determined to be sufficient by Child Start to allow the determination of the reasonableness and accuracy of the invoice. If a payment dispute arises between the parties, Consultant shall provide to Child Start full and complete access to Consultant's project labor cost records and other direct project related cost data, and copies thereof if requested by Child Start.
- D. Notification at 75% of Maximum Fee: Consultant shall notify Child Start when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, Consultant shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in Exhibit "A," shall be greater or less than the maximum fee. Receipt by Child Start of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which Child Start may have under this Agreement.
- E. Cost of Rework: Consultant shall, at no cost to Child Start, prepare any necessary rework occasioned by Consultant's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to Consultant, or its agents, including subconsultants. Nothing in this paragraph is intended to limit the liability of Consultant for damages which might arise

from Consultant's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

IV. TERM OF AGREEMENT

- A. The term of this Agreement shall begin on the Effective Date and end on the date the Work is scheduled to be completed as reflected on the Project Schedule, described in Exhibit "B", which is incorporated in by reference, as it may be amended by prior, written agreement of the Parties from time to time with approval of the Project Manager.
- B. Consultant agrees to immediately and diligently proceed with the Scope of Work and satisfactorily complete the PROJECT within the prescribed time.

V. CHILD START AND CONSULTANT'S ASSIGNED PERSONNEL

- A. Child Start designates Terra Realty Advisors, Inc, represented by Scott Sheldon, to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.
- B. Consultant designates the following persons for the indicated functions:
- C. Substitution of these assigned personnel will require the prior written approval of Child Start. If Child Start determines that a proposed substitution is not acceptable, then, at the request of Child Start, Consultant shall substitute with a person acceptable to Child Start.
- D. No subcontract shall be awarded, or an outside consultant engaged, by Consultant, unless Consultant has made written request to use such subconsultant or outside consultant and its request has been approved in writing by Child Start. The written approval of Child Start resulting in the use of or engagement of a subconsultant or outside consultant does not relieve Consultant of the obligations or covenants set forth in this Agreement.

VI. TERMINATION

- A. Child Start may terminate this Agreement at any time, with or without cause, upon 30 day's written notice to Consultant.
- B. Child Start may terminate this Agreement immediately upon Consultant's malfeasance. If Child Start terminates this Agreement pursuant to this subsection, nothing set forth in this Agreement is intended to require Child Start to compensate Consultant for any services which may be claimed to have been provided or be in progress, if Child Start reasonably concludes that such compensation is unwarranted.
- C. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to Child Start all data, information, and materials as Consultant may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.

- D. Following termination, Child Start will reimburse Consultant for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Consultant is in default of this Agreement as determined by a court of arbitrator.
- E. Upon termination, Consultant's sole right and remedy shall be to receive payment for all amounts due and not previously paid to Consultant for services completed or in progress in accordance with the Agreement and approved by Child Start as warranted prior to the date of receipt of notice of termination and for services thereafter completed at the request of Child Start and approved by Child Start and any other reasonable cost incidental to such termination of services. Such payments available to Consultant under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VII. INDEMNITY

Consultant shall indemnify, hold harmless and defend, in any actions at law or in equity, Child Start, its officers, employees, agents, and elective and appointive boards, from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, including attorneys' fees, to the extent arising from Consultant's operations, or from any persons directly or indirectly employed by, or acting as agent for, Consultant, excepting the sole negligence or willful misconduct of Child Start. Notwithstanding anything in this Agreement to the contrary, this indemnification shall extend to such claims, losses, damage, injury, death, or other liabilities occurring after the completion of Consultant's operations, as well as during the progress of rendering such services.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve Consultant from liability under this indemnification section. The obligations of this indemnification section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

VIII. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance acceptable to Child Start, against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work under this Agreement by Consultant, its agents, representatives, or employees. Any reduction to below requirements shall first be approved by Child Start in writing.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Form CG 00 01 on an "occurrence" basis). Coverage is to be endorsed to include contractual liability.

2. Insurance Services Office form number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

B. MINIMUM LIMITS OF INSURANCE

Consultant, throughout shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal and advertising injury, and property damage, including products and completed operations, and \$4,000,000 aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): \$1,000,000 per claim, \$1,000,000 aggregate.

If Consultant maintains higher limits than the minimums shown above, Child Start is entitled to coverage for the higher limits maintained by Consultant. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Child Start. Any reduction in such limits shall require the prior, written consent of Child Start. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Consultant under this Agreement.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must not exceed \$50,000, unless authorized in writing by Child Start.

D. OTHER INSURANCE PROVISIONS

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: Child Start, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts, equipment furnished in connection with such work or operations; or automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

2. For any claims related to the Agreement, Consultant's insurance coverage shall be primary insurance as respects Child Start, its officers, officials, employees and volunteers, but only to the extent the claims arise out of Consultant's acts or omissions. Any insurance or self-insurance maintained by Child Start, its officers, officials, employees and volunteers, shall be excess of Consultant's insurance and shall not contribute with it.
3. Should any of the above-described policies be cancelled prior to the policies' expiration date, Consultant agrees that notice of cancellation will be delivered to Child Start in accordance with the policy provisions.
4. Consultant hereby grants to Child Start a waiver of any right to subrogation which any insurer of Consultant may acquire against Child Start by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Child Start has received a waiver of subrogation endorsement from the insurer.
5. Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Child Start is an additional insured on insurance required from subconsultants.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Child Start.

F. VERIFICATION OF COVERAGE

Consultant shall furnish Child Start with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements are to be received and approved by Child Start before any work commences. Child Start reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section at any time.

IX. DEFAULT

- A. If Consultant defaults in Consultant's performance, Child Start shall promptly notify Consultant in writing. If Consultant fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Consultant fails to commence to cure the default within 30 days after notification, then Child Start may immediately terminate this Agreement at Child Start's sole discretion.
- B. If Consultant fails to cure default within the specified period of time, Child Start may elect to cure the default and any expense incurred shall be payable by Consultant to Child Start. The Agreement may be immediately terminated at Child Start's sole discretion.

C. If Child Start serves Consultant with a notice of default and Consultant fails to cure the default, Consultant waives any further notice of termination of this Agreement.

D. If this Agreement is terminated because of Consultant's default, Child Start shall be entitled to recover from Consultant all damages allowed by law.

X. MISCELLANEOUS TERMS AND CONDITIONS

A. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the prior written consent of Child Start.

B. INDEPENDENT CONSULTANT

1. Consultant is an independent consultant and not an agent, officer or employee of Child Start. The parties mutually understand that this Agreement is between two independent consultants and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Consultant shall have no claim against Child Start for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
3. Consultant is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. Consultant shall indemnify and hold Child Start harmless from any liability which Child Start may incur because of Consultant's failure to pay such obligations nor shall Child Start be responsible for any employer-related costs not otherwise agreed to in advance between Child Start and Consultant.
5. As an independent consultant, Consultant is not subject to the direction and control of Child Start except as to the final result contracted for under this Agreement. Child Start may not require Consultant to change Consultant's manner of doing business but may require redirection of efforts to fulfill this Agreement.
6. Consultant may provide services to others during the same period Consultant provides service to Child Start under this Agreement provided such other services do not interfere with Consultant's services hereunder.
7. Any third persons employed by Consultant shall be under Consultant's exclusive direction, supervision and control. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

8. As an independent consultant, Consultant shall indemnify and hold Child Start harmless from any claims that may be made against the Child Start based on any contention by a third party that an employer-employee relationship exists under this Agreement.
9. Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this Agreement.

C. PROPRIETARY MATERIAL

Child Start does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material of Child Start by Consultant in the performance of this Agreement.

D. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

E. NONDISCRIMINATION

1. In rendering services under this Agreement, Consultant shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
2. Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

F. OWNERSHIP OF DOCUMENTS

Child Start shall be the owner of and shall be entitled to possession of all rights, title, royalties and interest to and in all work product of Consultant resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by Consultant in performing work under this Agreement, whether complete or in progress and none shall be revealed, disseminated, or made available by Consultant to others without prior consent of Child Start. If this Agreement is terminated in accordance with Section VII, Consultant shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that Consultant's work product is prepared for this specific project. Any use of such work product by Child Start for a different project without Consultant's written approval shall be at Child Start's risk. Any use by Child Start of an incomplete work product without Consultant's written approval shall be at Child Start's risk.

G. EXAMINATION OF RECORDS

Consultant agrees that Child Start will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

H. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to Consultant's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

I. NOTICES

All notices from one party to the other shall be in writing and delivered or mailed to such party at its designated address as follows or sent via email transmission to such email address indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on email confirmation, if email transmission is followed by prompt certified or first class mailing or hand delivery.

CHILD START: Child Start, Inc.
 Attn: Juan Cisneros
 Executive Director
 439 Devlin Rd.
 Napa, CA 94558
 Phone: 707-252-8931 ext. 2854
 Email: jcisneros@childstartinc.org

CONSULTANT: Consultant Name
 Consultant Address 1
 Consultant Address 2
 Phone: Consultant Phone
 Email: Consultant Email address

J. APPLICABLE LAWS

Consultant shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

Consultant and any subconsultants shall comply with the provisions of Labor Code Sections 1770 et seq., if applicable.

K. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In

the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

L. Time of Essence.

Time is of the essence in all terms and conditions of this Agreement.

IN WITNESS the parties have executed this Agreement on the day first above-written.

CHILD START:

Name

Signature

Title

CONSULTANT:

Name

Signature

Title

Exhibit A to the Professional Services Agreement
Scope Of Work/Services and Fee Schedule

**Exhibit B to the Professional Services Agreement
Project Schedule**

CHILD START EARLY LEARNING CENTER AT BEVERLY HILLS ELEMENTARY SCHOOL						
Updated: 2/1/24						
	ACTIVITY	RESPONSIBLE PARTY	START	END	DURATION (Days)	NOTES
1	Board of Supervisors Transfer to Child Start	BOS/Child Start	12/18/23	1/9/24	22	
2	New Project Management Agreement	Child Start/TRA	12/18/23	1/25/24	38	
3	Engage All Contractors/Consultants:	Child Start/TRA				
4	A. Architect	Child Start/TRA	1/15/24	1/30/24	15	
5	B. Civil Engineer	Child Start/TRA	1/15/24	2/15/24	31	
6	C. Environmental	Child Start/TRA	1/15/24	2/15/24	31	
7	D. Geotechnical Engineer	Child Start/TRA	1/15/24	2/15/24	31	
8	E. CEQA/NEPA	Child Start/TRA	1/15/24	3/1/24	46	City selects consultant
9	F. Traffic Engineer	Child Start/TRA	1/15/24	3/15/24	60	
10	G. Construction Manager/GC	Child Start/TRA	2/5/24	4/20/24	75	
11	Develop Plans for Planning Application	TRA/A2R/Child Start	2/1/24	5/1/24	90	
12	Planning Application Process	City of Vallejo	5/1/24	8/1/24	92	Traffic Study CEQA/NEPA Review
13	Develop Construction Plans/Update Cost Estimates	A2R/CM/Child Start/TRA	5/1/24	10/30/24	182	
14	Submit Building Permit Plans to City of Vallejo - Building	A2R	10/1/24			
15	Building Permit Review - Final GMP	City of Vallejo/CM	10/1/24	11/30/24	60	
16	Plan Check Corrections	A2R	12/1/24	1/31/24	61	
17	Issuance of Building Permit	City of Vallejo	2/1/25			
18	Construction/Renovation	CM	2/1/25	10/1/25	304	
19	Certificate of Occupancy	City of Vallejo	11/1/25			
20	Move-In	Child Start	11/1/25			

**EXHIBIT D
RFQ/P SCHEDULE AND BUDGET**

Selection Schedule

- | | |
|---|------------------------|
| 1. Issuance of Request for Qualifications/Proposal (RFQ/P): | February 5, 2024 |
| 2. Mandatory Site Walk: | February 22, 2024 |
| 3. Submit RFQ/P Questions: | March 1, 2024 |
| 4. Publish Responses to RFQ/P Questions: | March 8, 2024 |
| 5. Final Qualifications and Proposals Due: | March 22, 2024 |
| 6. Interviews, if Necessary: | Week of April 1, 2024 |
| 7. Selection of Firm/Contractor*: | Week of April 15, 2024 |
| 8. Latest date to execute Preconstruction Agreement: | April 19, 2024 |

**The selection team will make a recommendation to the Child Start Board, for their final approval.*

Project Schedule

The selected Firm/Contractor shall immediately start to work with the project team including A2R Architects, Terra Realty Advisors, Inc. and Child Start to assist in the preparation of final construction plans to submit to the City of Vallejo for a building permit, and provide value engineering recommendations and cost updates as required to reach a GMP price.

It is anticipated the Preconstruction Services Phase will commence upon selection of the Firm and conclude with the submittal to the City of Vallejo for a building permit estimated to be October 1, 2024. At that time a GMP Construction Contract will be executed to complete the Project. It is anticipated the start of construction and renovation will commence upon the issuance of a building permit estimated to be February 1, 2025. All construction work to be complete by November 1, 2025.