

**PLAZA COMMUNITY CENTER, INC.,
dba PLAZA COMMUNITY SERVICES**

**REQUEST FOR PROPOSALS FOR DESIGN-BUILD TEAM
FOR THE RENOVATION OF AN EXISTING BUILDING INTO
AN EARLY CHILDHOOD DEVELOPMENT AND EDUCATION
CENTER**

May 14, 2018

PLAZA RFP NO. 18-0514

PLAZA COMMUNITY SERVICES

4018 City Terrace Drive, Los Angeles, CA 90063

Tel: 323.267.9749 • Fax: 323-267-0375 • www.plazacs.org

May 14, 2018

**NOTICE
REQUEST FOR PROPOSALS FOR DESIGN-BUILD TEAM
FOR THE RENOVATION OF AN EXISTING BUILDING
INTO AN EARLY CHILDHOOD DEVELOPMENT AND
EDUCATION CENTER
PLAZA RFP NO. 18-0514**

Notice is hereby given that Proposals for Design-Build Team will be received by Plaza Community Center, Inc., dba Plaza Community Services, collectively referred to hereinafter as "Plaza", until, **June 15, 2018 at 4:00 p.m.**, for the renovation of an existing building to be used as an early child development and education center, as described herein in Appendix B, Statement of Work. The term "Contractor" or "Architect" herein refers to the Design-Build Team and is not intended to refer solely to a Contractor or an Architect.

Scope and Nature

Plaza is renovating the facility at 7217 Toler Avenue, Bell Gardens, CA 90201 from an existing Church building into an early childhood education and development center. This renovation will consist of, but is not limited to, classroom spaces, restroom facilities, office space, a kitchen, and outdoor playground space. The services provided would include:

- Conceptual plans that are based on the latest state and federal recommendations for early childhood education center-based sites and are in accordance with all relevant portions of Title 5 and Title 22;
- Plans and documents to be used in the bidding for construction of the project;
- Assistance with selection and/or design of furniture, fixtures and equipment;
- Participation in the review of bids and selection of construction company;
- Oversight and inspections during construction and approval of the completed project for acceptance;
- Participation in zoning approvals, historic preservation approvals and other applicable approval and permitting processes;
- Coordination with the City of Bell Gardens to include review of project plans to gauge compliance with the City's design requirements and standards; and
- Energy efficiency and sustainability consultation and advice.

Tentative Schedule

May 14, 2018: RFP Issuance
June 15, 2018: Design-Build Proposals Due
June 19, 2018: Issuance of Award and Notice to Proceed to Design-Build Team
August 15, 2018: Architectural and Engineering Plans Due
July 1, 2019: Deadline for Project Completion

The execution of the above-reference scope and nature of the project may include, but is not limited to: planning, feasibility studies, concept design, schematic design, design development, construction documents, design calculations, specifications, cost estimates, entitlement, plan check, bidding, construction administration, construction management, and project close out; space planning and interior design; other services, including any and all related sub-consultants as may be necessary on specific projects, such as, but not limited to, public outreach, need assessments, community meeting coordination and/or presentations, marketing, programming; civil, on-site and off-site utility coordination, geotechnical, deputy inspections, traffic, environmental, structural, mechanical, electrical, plumbing, and other engineering; LEED (Leadership in Energy and Environmental Design) engineering; landscape design; and any other related services required by the project.

Proposers **must attend** a mandatory job walk to be held at 7217 Toler Avenue, Bell Gardens, CA 90201 on **May 21, 2018** at **9:30 a.m.**

A Request for Proposals (RFP) package containing all submission requirements may be downloaded from the Plaza Community Services' website at www.plazacs.org, under "For Vendors - View Open Solicitations," or may be examined at no charge at Plaza Community Services, Administration, 4018 City Terrace Drive, Los Angeles, CA 90063.

Request for Proposals for
Design-Build Team
May 14, 2018

Proposers shall provide an original and three (3) copies of their Proposal, which shall be addressed and delivered to:

**Ted Gottis, Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063**

All Proposals must be labeled "Proposal for Design-Build Team, RFP No. 18-0514, May 14, 2018". Any Proposer who wishes his/her/their PROPOSAL to be considered is responsible for making certain that it is received by Plaza at the stated location and at stated date and time. **NO ORAL, ELECTRONIC, FACSIMILE, OR TELEPHONIC PROPOSALS OR MODIFICATIONS WILL BE CONSIDERED UNLESS SPECIFIED.** PROPOSALS received after the scheduled deadline will be returned unopened.

In submitting a Proposal, each Proposer thereby agrees that, if awarded a contract, it shall execute a standard consulting contract, a sample of which is attached to the RFP package for reference. The actual contract may vary. Plaza shall not award a contract to, or be obligated to execute a contract with, any Proposer who refuses to execute said standard Plaza contract.

Plaza reserves the right to reject any and all Proposals. This RFP is not a contract or commitment of any kind. Plaza is not liable for costs incurred in the preparation of the respondent's Proposal. It reserves the right to issue supplementary information or guidelines related to this RFP. Notwithstanding any other provisions herein, Plaza reserves the right in their sole discretion to waive minor technical deficiencies in the Proposals. In accordance with the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, it is the policy of Plaza to assure equal opportunity to all persons, in the award and performance of any contract, without regard to race, color, sex, religion, national origin, ancestry, age, marital status or disability.

CONTRACT REQUIREMENTS:

- Insurances (please refer to the Sample Contract for required values)
 - **General Liability** with *Additional Insured Endorsement*, must include Completed operations and be on a primary and non-contributory basis.
 - **Workers' Compensation** shall be Statutory and include Employer's Liability, and a waiver of subrogation.
 - **Automobile Insurance** coverage shall include owned, hired, non-owned, OR any auto.
 - **Professional Liability Insurance** shall be in accordance with Section 1.14 below.
 - **Bond Requirements** shall meet California Contractor's License Board standards.

APPROVED BY:

**Ted Gottis, Director of Operations
Plaza Community Services**

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1.0 INTRODUCTION

1.1 Purpose

Plaza Community Center, Inc., dba Plaza Community Services, collectively referred to hereinafter as “Plaza” - is issuing this Request for Proposals for Architectural and Engineering Services (RFP) to identify qualified bidders who may enter into a contract with Plaza and who will provide all architectural and engineering services from initial concept to project closeout. Specialized project types similar to the following: (1) early childhood education center-based sites governed by Title 5 and Title 22, (2) understanding of federally-funded projects and federal inspection requirements as dictated by the Department of Health and Human Services through the Office of Early Head Start, and (3) the American with Disabilities Act, Section 504 of the Rehabilitation Act, the Flood Disaster Protection Act of 1973 and the National Historic Preservation Act of 1966.

The types of services requested may include, but is not limited to, any of the following: Planning, feasibility studies, concept design, schematic design, design development, construction documents, design calculations, specifications, cost estimates, entitlement, plan check, bidding, construction administration, construction management, and project close out; space planning and interior design; other services, including any and all related sub-contractors as may be necessary on specific projects, such as, but not limited to, public outreach, need assessments, community meeting coordination and/or presentations, marketing, programming; civil, on-site and off-site utility coordination, geotechnical, deputy inspections, traffic, environmental, structural, mechanical, electrical, plumbing, and other engineering; LEED (Leadership in Energy and Environmental Design) engineering; landscape design; and any other related services required by the project.

Interested firms are required to prepare and submit a Proposal in response to this RFP by the due date in order to be considered. The top ranked qualified firms will be selected for a Shortlist based on satisfactory qualifications, experience, materials submitted, and reference checks.

1.2 Overview of Solicitation Document

This RFP is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers describing how to prepare and submit their proposal.
- **SELECTION PROCESS ANDEVALUATION CRITERIA:** Explains how the proposals will be selected andevaluated.
- **APPENDICES:**
 - A - SAMPLE CONTRACT:** Lists the terms and conditions in the Contract.
 - B - STATEMENT OF WORK:** Explains in detail the work to be performed under the Contract, including any technical exhibits.
 - C - REQUIRED FORMS:** Contains forms that must be completed and included in the proposal.

D - REQUIRED NOTICES: Contains notices that must be adhered to and will be part of the executed Contract.

1.3 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, agencies, or documents. For convenience, a description of specific definitions can be found in *Appendix A-1 and A-2 - Sample Contracts*.

1.4 Proposer's Minimum Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in *Appendix B - Statement of Work*, of this RFP are invited to submit a proposal, provided they meet the following requirements. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of Plaza.**

1.4.1 The Proposer must have a valid architecture license in the State of California.

1.4.2 The Proposer must have an established practice and office in California for the past five (5) years.

1.4.3 The Proposer must have a minimum of five (5) years of experience, within the last ten (10) years, providing architecture and engineering services equivalent or similar to the services identified in *Appendix B - Statement of Work for projects in California*.

1.4.4 Proposer must have designed, developed and built at least two (2) new childcare facilities or equivalent in Southern California in the past seven (7) years of which one shall be a stand-alone new construction. These two projects must be valued at a minimum of \$1,000,000 each.

1.4.5 The Proposer must have a Project Manager assigned to the Contract, who has a valid and current Architect license in the State of California with at least five (5) years of experience, within the last ten (10) years providing architectural services similar to the services identified in *Appendix B - Statement of Work for projects in California*.

1.4.6 The Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting his/her proposal.

1.4.7 The Proposer must agree to the terms and conditions of a standard Plaza contract, if awarded a contract, of which a sample in substantial finished form is included in this package in *Appendix A-1 and A-2 - Sample Contract*.

1.4.8 The Proposer must acknowledge intent to comply with Plaza' insurance requirements. (Reference Sub-paragraph 1.15 in this Section)

1.5 Plaza's Rights & Responsibilities

Plaza has the right to amend this RFP by written addendum. Plaza is responsible only for that which is expressly stated in this Request for Proposals and any authorized written addenda thereto. Such addendum shall be made available to each person or organization that the records indicate has received this RFP. Should such addendum require additional information not previously requested, failure on the part of the Proposer to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of Plaza. Plaza is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Contract Term and Monetary Limits

The contract term and monetary limits of contracts awarded by Plaza vary depending on the type of contract. The Executive Director of the Plaza (Executive Director) has limited authority to execute contracts, including amendments.

Retainer Contracts

The term of each retainer (or "as-needed") contract is for one year with the option of four (4) one-year extensions, providing that funding is available and services are satisfactory.

The expiration of the Contract is subject to the following condition: Where services for a given project have commenced but are not completed by the Contractor prior to the stated expiration date, the expiration date of the Contract will be automatically extended solely to allow for the completion of such services.

The total compensation payable to the Contractor during any one contract year, inclusive of all costs and expenses, shall not exceed One Million dollars (\$1,000,000.00). Plaza's Board of Directors must approve the award of a contract and any amendment thereto. Plaza anticipates awarding several retainer contracts provided services are necessary, funds are available, and contractor has provided satisfactory work in the past.

Project-Specific Contracts

The term for project-specific contracts shall be concurrent with the duration of the project. Plaza's Board of Directors must approve the award of a contract. Plaza may award multiple contracts for a single project as necessary.

1.7 Contract Fees

The Contractor's fees shall be firm and fixed for the entire term of the Contract, including all extensions, if any, unless otherwise indicated in the Contract.

1.8 Days of Operation

The Contractor shall be required to provide architectural services Mondays through Fridays. The Contractor is not required to provide services on Plaza's recognized holidays, unless specifically noted in the Contract. However, due to the nature of construction, the Contractor is required to have a point of contact available 24 hours per day during the construction phase of any project assigned to Contractor.

1.9 Contact with Plaza Personnel

All contact regarding this RFP or any matter relating thereto must be mailed, or e-mailed, and directed to the following:

**Ted Gottis, Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063**

If it is discovered that a Proposer contacted and received information from any Plaza personnel, other than the person specified above, or his or her designee, regarding this solicitation, Plaza, in its sole determination, may disqualify their proposal from further consideration.

1.10 Execution of Contract Award by the Executive Director

To the extent the Executive Director is delegated such authority, he retains the right to exercise his or her judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of Plaza. The Executive Director may execute the Contract Award upon approval by Plaza's Board of Directors. Plaza's Board of Directors is the ultimate decision-making body and makes the final determination necessary to arrive at a decision to award, or not award, a contract.

1.11 Plaza's Option to Reject Proposals

Plaza may, in its sole discretion, reject any or all proposals submitted in response to this RFP. Plaza shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. Plaza reserves the right to waive inconsequential disparities in a submitted proposal.

1.12 Protest Policy

It is Plaza' policy that any prospective Proposer may request a solicitation requirements review as described below. Additionally, any actual Proposer may request a review of a disqualification or of a recommended contract award under such a solicitation, as described respectively in the Sections outlined below. It is the responsibility of the Proposer challenging the decision of Plaza to demonstrate that Plaza committed a sufficiently material error in the solicitation process to justify invalidation of a recommended contract award.

Throughout the review process, Plaza shall have no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, Plaza reserves the right to make an award when it is determined to be in the best interest of Plaza to do so.

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation are limited to the following:

- Solicitation Requirements Review {Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- Disqualification Review (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
- Protest of Contract Award (Reference Sub-paragraph 3.7 in the Selection Process and Evaluation Criteria Section)

1.13 Notice to Proposer Regarding the Public Records Act

Responses to this RFP shall become the exclusive property of Plaza. At such time as the Plaza Board of Directors awards a contract pursuant to this RFP, all such proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each proposal which are defined by the Proposer as business or trade secrets, and are plainly marked as "Trade Secret," "Confidential," or "Proprietary."

Plaza shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

Note: A blanket statement of confidentiality or the marking of each page of the

proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

1.14 Indemnification and Insurance

The Proposer shall be required to comply with the indemnification provisions contained in *Appendix A-1 and A-2 - Sample Contracts*. The Proposer shall procure, maintain, and provide to Plaza proof of insurance coverage for all the programs of insurance along with associated amounts specified in the *Appendix A-1 and A-2 - Sample Contracts*.

1.15 Injury & Illness Prevention Program (IIPP)

The Proposer shall be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.16 Confidentiality and Independent Contractor Status

As appropriate, the Proposer shall be required to comply with the Confidentiality provision and the Independent Contractor Status provision contained in *Appendix A-1 and A-2 - Sample Contracts*.

1.17 Conflict of Interest

No employee of Plaza whose position enables him/her to influence the selection of a Proposer for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Proposer. The Proposer shall state in the Executive Summary of the proposal that he/she is aware of and has read the sub-paragraph on Conflict of Interest in *Appendix A-1 and A-2- Sample Contracts*.

1.18 Determination of Proposer Responsibility

1.18.1 Responsible Proposer

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is Plaza's policy to conduct business only with responsible Proposers.

1.18.2 Plaza's Policy

Proposers are hereby notified that Plaza may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.18.3 Non-Responsible Proposer

Plaza may declare a Proposer to be non-responsible for purposes of this contract if Plaza, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with Plaza, any public entity, or a nonprofit

corporation, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with Plaza, any public entity, or a nonprofit corporation, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against Plaza, any public entity, or a nonprofit corporation, or engaged in a pattern or practice which negatively reflects on same

1.18.4 Intention to Recommend Proposer Non-Responsibility

If there is evidence that the highest ranked Proposer may not be responsible, Plaza shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility. Plaza shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Plaza determination of non-responsibility.

1.18.5 Final Determination of Non-Responsibility

If the Proposer presents evidence in rebuttal to Plaza, Plaza shall evaluate the merits of such evidence, make a final determination concerning the responsibility of the Proposer for this contract and, if appropriate, outline the necessary measures that the Proposer would be required to take to be determined a responsible proposer in the future.

1.18.6 Sub-Contracting

These terms shall also apply to proposed subcontractors of the Proposer on Plaza contracts.

1.19 Proposer Debarment

1.19.1 Plaza Policy

The Proposer is hereby notified that Plaza may recommend to its Board of Directors that the Proposer be debarred from bidding or proposing on, or being awarded, and/or performing work on other Plaza, Housing Authority, and County contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and Plaza may terminate any or all of the Proposer's existing contracts with Plaza, if the Board of Directors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with Plaza, any public entity, or a nonprofit corporation, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with Plaza, any public entity, or a nonprofit corporation, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against Plaza, any public entity, or a nonprofit corporation, or engaged in a pattern or practice which negatively reflects on same.

1.19.2 Notice to Proposer

If there is evidence that the highest ranked Proposer may be subject to

debarment, Plaza shall notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.19.3 Contractor Hearing Board

The Contractor Hearing Board shall be comprised of Plaza personnel and selected members of Plaza's Board of Directors. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Plaza shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Directors.

1.19.4 Presentation to Board of Directors

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendations of the Contractor Hearing Board shall be presented to the Plaza's Board of Directors. The Board of Directors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.19.5 Request for Review of Debarment Determination

If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. Plaza may, in its discretion, make a recommendation to the Contractor Hearing Board to reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of Plaza.

The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

1.19.6 Board of Directors Decision

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision

and recommendation to the Board of Directors. The Board of Directors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.19.7 Sub-Contractors

These terms shall also apply to subcontractors of Proposers on Plaza's contracts.

1.19.8 Debarment List

Appendix D - Required Notices includes a list of Contractors that are currently on the Debarment List for Los Angeles County.

1.20 Gratuities

1.20.1 Attempt to Secure Favorable Treatment

It is improper for any officer, employee or agent of Plaza to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect Plaza's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to an officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.20.2 Proposer Notification to Plaza

A Proposer shall immediately report any attempt by an officer, employee or agent to solicit such improper consideration. The report shall be made either to the Director of Operations, the Executive Director, or the President of the Board of Directors of Plaza at (323) 267-9749. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.20.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.21 Plaza's Quality Assurance Plan

After contract award, Plaza will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in *Appendix B - Statement of Work*. The Contractor's deficiencies, which Plaza determine are severe or continuing and that may jeopardize performance of the Contract, will be reported to the Executive Director of Plaza. The report will include improvement/corrective action measures taken by Plaza and the Contractor. If improvement does not occur consistent with the corrective action measures, Plaza may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.22 Notification to Plaza of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify Plaza of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on *Proposer's Questionnaire/Affidavit in Appendix C - Required Forms*. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.23 Request for Taxpayer Identification Number Certification

The person, firm or corporation selected to enter into the contract with Plaza shall be required to provide Plaza with a completed Federal W-9 form, including taxpayer identification number or social security number, in order to comply with federal tax information regulations. If this document is not supplied, Plaza retain the right to withhold payment on invoices in accordance with Internal Revenue Service (IRS) guidelines, as outlined in Publication 1281. Plaza has the right to withhold these payments without being charged late charges or fees.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 Plaza Responsibility

Plaza is not responsible for representations made by any of their officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

- Release of RFP.....05/14/2018
- Proposer's Pre-Proposal Meeting05/21/2018
- Written Questions Due.....05/25/2018
- Questions and Answers Released.....05/25/2018
- **Proposals due by.....06/15/18 @4:00p.m.**

2.4 Request for Proposals Requirements Review

Any person or entity may seek a Request for Proposals Requirements Review by submitting a written request to:

Ted Gottis, Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063
tgottis@plazacs.org
(323) 719-1042

A Request for Proposals Requirements Review may be denied, in Plaza' sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Request for Proposals Requirements Review is made within ten (10) calendar days of the issuance of Request for Proposals;
2. The request for a Request for Proposals Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Request for Proposals Requirements Review itemizes in

appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Request for Proposals Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in Plaza not receiving the best possible responses from prospective Proposers.

The Request for Proposals Requirements Review shall be completed and Plaza's determination shall be provided to the requesting person or entity, in writing, prior to the proposal due date.

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail, fax or e-mail to Plaza's Director of Operations identified below. All questions must be received by the date stated in section 2.3, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the RFP. Public Agencies reserve the right to group similar questions when providing answers.

Questions should be addressed to:

Ted Gottis, Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063
tgottis@plazacs.org
Telephone: (323) 719-1042
Facsimile: (323) 315-2274

2.6 Pre-Proposal Meeting

A mandatory Pre-Proposal Meeting will be held to discuss the RFP and Section 3 Requirements. Public Agency's staff will respond to questions from potential Proposers. All potential Proposers **must** attend this meeting or their proposals will be rejected (disqualified) without review and eliminated from further consideration. The meeting is scheduled as follows:

Date: Monday, May 21, 2018
Time: 9:30 AM
Address: 7217 Toler Avenue, Bell Gardens, CA 90201

2.7 Preparation of the Proposal

Business Proposals must be **submitted in 3-ring binders, tabbed and in the prescribed format**. Any Proposal that deviates from this format may be rejected without review at Plaza' sole discretion.

2.8 Business Proposal Format

The content and sequence of the proposal must be as follows:

- Proposer's Questionnaire / Affidavit
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan (Section D)
- Acceptance of Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW) (Section E)
- Business Proposal Required Forms (Section F)

2.8.1 Proposer's Questionnaire / Affidavit

The Proposer shall complete, sign and date the *Proposer's Questionnaire/Affidavit* that can be found in *Appendix C - Required Forms*. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

2.8.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.8.3 Executive Summary (Section A)

On the Proposer's letterhead, condense and highlight the contents of the Proposer's Business Proposal to provide Plaza with a broad understanding of the Proposer's approach, qualifications, experience, and staffing. The Proposer shall confirm his/her awareness of the Conflict of Interest language found in *Appendix A-1 and A-2 - Sample Contracts*.

In addition, this summary should identify key personnel, including the project architect and project manager, to be assigned to a contract, including their past project experience and qualifications. Indicate applicable licenses, credentials, and professional training held by the firm's principal(s) and key personnel. Key personnel shall not be substituted without prior written approval by Plaza. Resumes for the prime/ lead consultants may be included in this section. Please limit this to five (5) pages.

2.8.4 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services as defined in Appendix B - Statement of Work. The following subsections must be included:

2.8.4.1 Proposer's Background and Experience (Section B.1)

Provide relevant information to demonstrate that the Proposer meets the minimum requirements related to background (training, certification, licensure, etc.) and work experience stated in Sub-paragraph 1.4 of this RFP, and has the capability to perform the required services as a corporation or other entity, as specified in *Appendix B - Statement of Work*.

Proposer must have designed, developed and built at least two (2) new childcare facilities or equivalent in Southern California in the past seven (7) years of which one shall be a stand-alone new construction. These two projects must be valued at a minimum of \$1,000,000 each.

The projects identified should reflect those that have been planned, designed, and managed by currently active members of the firm, especially the proposed Project Architect / Project Manager. Note that the answer to this item has the greatest weight for evaluation purposes. For each project answer all of the following ten factors, limiting the response to two pages per project (except for the graphic presentation identified below):

1. Identify the project name, address/location, community served, owner name, owner telephone number and e-mail (must be current), and owner type (private, public or nonprofit).
2. Identify the year the project was completed (Certificate of Occupancy).
3. Discuss the firm's specific role and responsibility on the project in succinct detail.
4. Identify names and function of current staff of the Proposer's firm that was assigned to and were responsible for the project.
5. List all sub-contractors used for the project, including discipline, role, and contact information. Summaries of qualifications (or resumes) of sub-contractors may be included.
6. Discuss unique program requirements or challenges, unique site requirements or challenges, and final resolution of those issues. Discuss why and how this experience will benefit Plaza.
7. Discuss special or unique building technologies and/or environmental considerations.
8. Identify firm's pre-bid cost estimate, final total project hard cost, and accuracy of the firm's cost estimating of the construction cost. Discuss whether the Proposer's cost estimating will be done in-house or with a contractor and why.
9. Identify Proposer's experience interfacing with public agencies, including but not limited to, Los Angeles County Departments, the County Board of Supervisors, County of Los Angeles' Department of Public Works, Department of Regional Planning and other agencies. Indicate at what stage of the development process the firm has worked with these departments (feasibility, design, value engineering, permits, bidding, and/or construction).
10. Include a graphic presentation (plans, sections, elevations, and/or photograph(s)) of the completed project.

2.8.4.2 Proposer's References (Section B.2)

Plaza reserve the right to contact each of the references provided by the Proposer. It is the Proposer's sole responsibility to ensure that the firm's name, and point of

contact's name, title and phone number for each reference is accurate.

The Proposer must complete and include the following from

Appendix C - Required Forms:

- *Prospective Contractor References-*
Proposer must provide five (5) references where the same or similar scope of work was provided.
- *Prospective Contractor List of Contracts-*
The listing must include all **early childhood education and development center** contracts for the last three (3) years. Use additional sheets if necessary.
- *Prospective Contractor List of Terminated Contracts-* Listing must include **all** contracts terminated before the expiration date within the past three (3) years with a reason for termination.

Plaza, in its sole discretion, may disqualify a Proposer if:

- References fail to substantiate Proposer's description of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- Plaza is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

2.8.4.3 Proposer's Pending Litigation and Judgments; and Financial Capability (Section B.3)

Identify by case name, case number, and court jurisdiction any pending litigation in which Proposer is involved, and any judgments against Proposer in the last five (5) years. Provide a statement describing the background facts, causes of action, and potential liability of Proposer or principal(s) of Proposer in all pending or threatened litigation against the Proposer or principals(s) of Proposer. If there are none, the Proposer must state "None". **If the Proposer fails to comply with the requirements of this Section, the proposal will be found to be non-responsive.**

Provide certified summary financial statements for the past two (2) years. Certified financial statements must include balance sheets and a profit and loss statement where the owner/principal of the firm certifies that these statements are accurate to the best of their knowledge. These could be compiled, reviewed, or audited financial statements.

2.8.5 Proposer's Approach to Provide Required Services (Section C)

The Proposer must provide on company letterhead, a detailed description of the methodology the Proposer will use to meet the requirements set forth in *Appendix B - Statement of Work*, and how the services will be performed. Please limit discussion to 2 pages.

2.8.6 Proposer's Quality Control Plan (Section D)

Provide a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in *Appendix B - Statement of Work* and *Appendix C - Compliance Exhibits - Performance Requirements Summary Chart*. Please limit discussion to 2 pages.

The following factors may be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and,
- Documentation methods of all monitoring results, including any corrective action taken.

2.8.7 Acceptance of Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW) (Section E)

2.8.7.1 It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is Plaza expectation that in submitting a proposal the Proposers will accept, as stated, Plaza' terms and conditions in the Sample Contract and Plaza' requirements in the Statement of Work. Plaza reserve the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.8.7.2 Under this Section the Proposer's response must include on company letterhead:

- A statement of the Proposer's acceptance of all terms and conditions listed in *Appendix A-1 and A-2- Sample Contract*.
- A statement of the Proposer's acceptance of all requirements listed in *Appendix B - Statement of Work*.

2.8.8 Business Proposal Required Forms (Section F)

Include the following forms as provided in *Appendix C - Required Forms*. Complete, sign, and date all forms.

- Certificate of Independent Preparation of Statement of Qualifications
- Certification of No Conflict of Interest
- EEO Certification
- Federal Lobbyist Requirements Certification
- Payee Registration Package
 - o Payee Registration Form
 - o Organization Information Form
 - o Request for Taxpayer Identification Number and Certification

NOTE: Other required forms must be included in the appropriate and designated Section of the proposal, not in this "Business Proposal Required Forms" Section.

2.9 Proposal Submission

The original Business Proposal and three (3) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"BUSINESS PROPOSAL FOR DESIGN-BUILD TEAM"

The Proposals and copies shall be delivered or mailed to:

**Ted Gottis, Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063**

2.10 Late Submissions, Modifications, and Withdrawal of Proposals

It is the sole responsibility of the Proposer to ensure that its proposal is received before the submission deadline. Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in section 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Upon written request, submitted proposals may be withdrawn at any time before the submission closing date and time. Proposals that are withdrawn for modification must be re-submitted before the closing date and time. At the closing date and time, all proposals submitted shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

Plaza shall review and evaluate the contents of the proposals submitted pursuant to this RFP and shall select the successful proposal. The selection process will begin with receipt of the proposal after the submission closing date and time.

An Evaluation Committee selected by Plaza will make an evaluation of the proposals. The Committee will use the evaluation approach described herein to select a prospective Contractor

All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence for the purpose of determining which Proposer will be awarded a contract with Plaza. The Evaluation Committee may, at its sole discretion, utilize the services of appropriate experts to assist in this evaluation.

Plaza may also, at its sole discretion, invite Proposers being evaluated for an on-site demonstration or an interview, if appropriate. An on-site demonstration or interview may be used to gain either:

- New information (not requested in the RFP) - separate points (in addition to the composite score for the written evaluation) will be established and all Proposers that meet Minimum Requirements will be given an opportunity to participate; or

- Clarifying information (regarding information requested in the RFP) - the score awarded in the written evaluation could be adjusted up or down, and all Proposers that meet Minimum Requirements would be given an opportunity to participate unless a justification for limiting participation to only top-ranked Proposers is approved by Plaza's Evaluation Committee.

After Plaza has selected a Contractor, Plaza and the prospective Contractor may finalize a Contract for submission to the Executive Director for consideration and possible approval by the Board of Directors. The process of selection and award of a contract is set forth in more detail in Section 3.5 below. The recommendation to award a Contract will not bind the Executive Director to award a Contract to the prospective Contractor.

3.2 Adherence to Minimum Requirements (Pass/Fail)

A proposal must adhere to the minimum requirements outlined in Section 1.4, Minimum Requirements. Failure of the Proposer to comply with the minimum requirements may result in the proposal being eliminated from any further consideration. However, Plaza, in their sole discretion, may waive any inconsequential disparities in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

A proposal may be disqualified from consideration because Plaza determined it was non-responsive at any time during the review/evaluation process. If Plaza determine that a proposal is disqualified, Plaza shall notify the Proposer in writing.

Upon receipt of the written Notice of Non-Responsiveness, the Proposer may, within the timeframe specified in the written determination, submit a written request for a Disqualification Review to:

Ted Gottis, Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063
tgottis@plazacs.org

A request for a Disqualification Review may, in Plaza' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the Notice of Non-Responsiveness); and
3. The request for a Disqualification Review asserts that Plaza' determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, within seven (7) calendar days of receiving the request for a Disqualification Review.

3.4 Business Proposal Evaluation Criteria (100%)

3.4.1 Proposer's Qualifications (75%)

3.4.1.1 Proposer's Background and Experience (60%)

Proposer will be evaluated on their background and experience, and capacity as a corporation or other entity to perform the required services based on information provided in Section 28.1 of the proposal.

3.4.1.2 Performance History Analysis (15%)

Proposer will be evaluated on the verification of references provided in Section B.2 of the proposal. In addition to the references provided, a review will include Plaza' Contract files, if applicable, and all early childhood education and development center contracts for the last three (3) years, and all contracts terminated before the expiration date.

3.4.1.3 Proposer's Pending Litigation and Judgments (Pass/Fail)

The Proposer's pending litigation and judgments will be evaluated based on information provided in Section 8.3. A review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section 8.3 of the proposal. Plaza shall determine whether it is in their best interest to disqualify.

3.4.1.4 Financial Capability (Pass/Fail)

The Proposer's financial capability will be evaluated based on information provided in Section 8.3

3.4.2 Proposer's Approach to Providing Required Services (15%)

The Proposer will be evaluated on its description of the methodology to be used to meet Plaza' requirements based on information provided in Section C of the proposal.

3.4.3 Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified.

3.5 Protest Process

3.5.1 Debriefing Process

Upon completion of the proposal evaluations, Plaza shall notify the non-selected Proposers in writing that Plaza are recommending a contract with another Proposer. Upon receipt of the Notice of Non-Selection, any non-selected Proposer may submit a written request for a Debriefing with the Procurement Coordinator within the timeframe specified in the Notice. A request for a Debriefing may, in Plaza's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because a contract recommendation with the selected Proposer is not yet complete, the identity of and the responses from other Proposers shall not be discussed, although Plaza may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, Plaza will instruct the requesting Proposer

of the manner and timeframe in which the requesting Proposer may submit a Protest of Contract Award (see Section 3.5.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.5.2 Protest of Contract Award

Any non-selected Proposer may submit a written Protest of Contract Award, in the manner and timeframe as specified by Plaza.

A Protest of Contract Award may, in Plaza's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity submitting a Protest of Contract Award is a Proposer;
2. The Protest of Contract Award is submitted timely (i.e., by the date and time specified in the Notice of Recommendation for Contract Award);
3. The person or entity submitting a Protest of Contract Award asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Plaza materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. Plaza made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The Protest of Contract Award sets forth sufficient detail to demonstrate that, but for Plaza' alleged failure, the Proposer would have been the highest-scored proposal.

The assertions included in the Protest of Contract Award may be with respect to the protester's proposal, or with respect to the recommended contractor's proposal, provided that the assertions satisfy all the required criteria.

Upon receiving the Protest of Contract Award, Plaza Procurement Supervisor shall issue a written Notice of Protest Determination to the Proposer within seven (7) calendar days following receipt of the Protest of Contract Award. The Notice of Protest Determination shall instruct the Proposer of the manner and timeframe for requesting an Appeal of Protest Determination.

3.6 Appeal of Protest Determination

Any Proposer who is not satisfied with the results of the Notice of Protest Determination may submit a written Transmittal for Appeal of Protest Determination in the manner and timeframe specified by Plaza' written Notice of Protest Determination.

An Appeal of Protest Determination may, in Plaza' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting an Appeal of Protest Determination is a Proposer;
2. The request for an Appeal of Protest Determination is submitted timely (i.e., by the date and time specified by Plaza in the Notice of Protest Determination); and
3. The person or entity requesting an Appeal of Protest Determination has limited the request to items raised in the Protest of Contract Award and new items that (a) arise from Plaza' written Notice of Protest Determination, and that (b) meet the same required criteria established for submitting a Protest of Contract Award.

APPENDIX A
SAMPLE CONTRACT A-1 PROJECT SPECIFIC
CONTRACT

ARCHITECTURAL SERVICES CONTRACT

This Architectural Services Contract {"Contract"} is made and entered into this _____ day of _____, _____, by and between Plaza Community Center, Inc., dba Plaza Community Services, hereinafter referred to as "Plaza", and _____, hereinafter referred to as "Contractor."

RECITALS

1. PURPOSE

Plaza and Contractor desire to enter into this Contract to enable Contractor to provide architectural services to Plaza upon Plaza's issuance of a Notice to Proceed {"Notice to Proceed"} for the project defined below. The purpose of this Contract is to allow Plaza to retain the services of the Contractor to provide design services, and any other services required for the expansion, development and construction and/or rehabilitation of the _____ (type) project located at [Address] {"Project"}.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year set forth above and shall remain in full force and effect for the duration of the Project, unless sooner terminated at the sole option and discretion of Plaza, as provided herein.

3. CONTRACTOR'S WORK

The Contractor's scope of work is set forth in Attachment "A", Scope of Work ("Work") attached hereto and incorporated herein by this reference.

4. RESPONSIBILITIES OF PLAZA

Plaza shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the Services.

Plaza shall designate the representative authorized to act in its behalf with respect to the Project. Plaza or its representative shall examine documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Contractor's Services.

Plaza's designated representative authorized to act in its behalf with respect to the Project shall be:

Ted Gottis, Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063
Telephone: (323) 719-1042

Plaza's representative shall examine documents submitted by the Contractor and shall render decisions pertaining thereto to avoid unreasonable delay in the progress of the Contractor's Services.

Plaza shall provide the Contractor with any plans, publications, reports, statistics, records or other data or information pertinent to the Services to be provided hereunder which are reasonably available to Plaza. However, their completeness and accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by Plaza are the proprietary and confidential property of Plaza and cannot be transferred or used by the Contractor for any other purpose. The Contractor agrees to safeguard and return this property to Plaza upon completion of the Project.

Plaza shall also work with the Contractor to discover existing site conditions that may affect the order, progress, and cost of the work and Services.

Plaza shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

5. NOTICE TO PROCEED

Contractor agrees to perform, in a timely and professional manner, all architectural services and any other services that Contractor is authorized and requested to provide pursuant to this Contract. No work shall commence on this Project until a written notice to proceed ("Notice to Proceed") is issued by Plaza to Contractor. Each Notice to Proceed shall be incorporated by reference into this Contract. Contractor acknowledges, understands, and agrees that entering into this Contract is not a guarantee that any work will be assigned to Contractor under this Contract, or that Plaza will issue a Notice to Proceed. Contractor further acknowledges, understands, and agrees that it is entirely possible that Plaza never issues a Notice to Proceed and therefore the Contractor might not provide any Services pursuant to this Contract. The Contractor agrees that all Services performed by the Contractor shall be the sole responsibility of the Contractor.

6. COMPENSATION

The Contractor shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of \$XXXX.00.

The Contractor shall be paid in accordance with Plaza's standard accounts payable system and as further set forth in Attachment B, attached hereto and incorporated herein by this reference. To ensure prompt payment, the Contractor must submit a monthly invoice on a form approved by Plaza for services rendered, and this invoice must be approved by Plaza.

There shall be no adjustments to compensation or the scope of work set forth in this Contract, except as authorized by Plaza in an amendment entered into between the parties pursuant to Section 48 of this Contract. The costs for all services performed by Contractor, that are outside of the scope of services set forth in this Contract or any amendment, shall be borne solely by Contractor.

The Contractor shall have no claim against Plaza for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify Plaza and shall immediately repay all such funds to Plaza. Payment by Plaza for services rendered after expiration or termination of this Contract shall not constitute a waiver of Plaza's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

7. PAYMENT SCHEDULE

The Contractor shall submit invoices for compensation for each phase of the scope of Services, in a format approved by Plaza, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Contractor's costs associated with the Services provided hereunder, including, but not limited to, all indirect costs, overhead, and insurance premiums.

8. SOURCE AND APPROPRIATION OF FUNDS

Plaza's obligation is payable only and solely from funds appropriated through the Department of Health and Human Services, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. Plaza will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

9. SUSPENSION AND TERMINATION

9.1 Suspension

Plaza, at its convenience, and without further liability except as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension. Contractor shall immediately discontinue all services unless otherwise indicated by Plaza's designated representative. Upon request of Contracting Officer, Contractor shall surrender within ten (10) days from receipt of said notice, all Documents (as defined in Section 16 below) other information relative to the Project, whether complete or in progress, as may have been accumulated by Contractor. If no Contract as to expenses and fees can be reached, this Contract may be terminated for Plaza's convenience. In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this Contract may be deemed, at Plaza's sole discretion, terminated for the convenience of Plaza upon written notice to the

Contractor.

9.2 Termination for Convenience of Plaza

Plaza reserves the right to cancel this Contract in whole or in part for any reason at all upon ten (10) days' prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory Services, unless such termination is made for cause, in which event, compensation if any, shall be adjusted, in Plaza's reasonable discretion, in the event of such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the Project.

Contractor shall surrender and deliver to the Plaza's designated representative, to the extent requested by Plaza's designated representative, within ten (10) days from receipt of said request all Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Contractor.

Plaza may take over the Services, and prosecute the same to completion by contract or otherwise. Contractor shall not be liable to Plaza for any excess costs incurred by Plaza in completing the scope of Services of this Contract.

Contractor shall assign the contracts of its consultants and/or their subcontractors to Plaza, to the extent requested by Plaza's designated representative.

9.3 Termination for Cause and/ or Default

This Contract may be terminated by Plaza upon ten (10) days' written notice to the Contractor for cause and/or default (failure to perform satisfactorily any of the Contract terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Contractor to perform any Services in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of Plaza within the time specified in such notices, Plaza shall have the power to suspend and/or terminate the performance of this Contract by Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if Contractor abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Contractor by Plaza. Should the Contractor fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Plaza shall have the power to suspend and/or terminate the performance of this Contract by Contractor in whole or in part.
- C. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of this Contract upon which Plaza may immediately terminate this Contract.
- D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

- E. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, Plaza shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, with respect to all finished or unfinished Documents prepared by the Contractor under this Contract, Contractor shall be entitled to receive just and equitable compensation for such that has been satisfactorily completed, subject to Plaza's rights of recoupment, cut-off, and withholding.

9.4 Termination for Improper Consideration

Plaza may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Plaza officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, Plaza shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of termination for cause and / or default by the Contractor.

Contractor shall immediately report any attempt by a Plaza officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of Plaza.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

10. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of Plaza, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Plaza's consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by Plaza to any approved delegate or assignee on any claim under this Contract shall be deductible, at Plaza's sole discretion, against the claims, which the Contractor may have against Plaza.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of Plaza in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any

other mechanism, with or without consideration for any reason whatsoever without Plaza's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, Plaza shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

11. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of Plaza.

12. SUBCONTRACTING

The Contractor may subcontract only those specific portions of the Services allowed in the original specifications covered by this Contract. The Contractor shall not subcontract any part of the Services covered by this Contract or permit subcontracted services to be further subcontracted without prior written approval by Plaza.

13. INSURANCE

Without limiting Contractor's indemnifications of Plaza provided in Section 14 below, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract or as otherwise set forth herein the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's

Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to Plaza certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Plaza with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. Plaza reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to Plaza and may provide for such deductibles as may be acceptable to Plaza.

Any self-insurance program and self-insured retention must be separately approved by Plaza. In the event such insurance does not provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless Plaza, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that Plaza be given at least thirty (30) days'

written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give Plaza immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: (Project Name; Project Address).

The insurance policies set forth herein shall be primary insurance and non- contributory with respect to Plaza. The insurance policies shall contain a waiver of subrogation for the benefit of Plaza. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage herein may, upon Plaza's sole discretion, constitute a material breach of this Contract pursuant to which Plaza may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of Plaza, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by Plaza shall be immediately repaid by the Contractor to Plaza upon demand including interest thereon at the default rate. In the event of such a breach, Plaza shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair Plaza's rights against the Contractor or the insurance carrier.

A. GENERAL LIABILITY INSURANCE. Coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Plaza Community Center, Inc., dba Plaza Community Services and each of its elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Agents") shall be covered as additional insureds on such policy. The Design-Build Contractor will be required to post performance and surety bonds which equal the cost the site renovation.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of Plaza and its Agents. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all

"owned", "hired", and "non-owned" vehicles, or coverage for "any auto." Plaza and their Agents, shall be covered as additional insureds on such policy.

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, the Services, or in relation to the property or Project that is the subject of this Contract.

14. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless Plaza and its agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor. Such indemnification language, in favor of Plaza and their Agents, shall also be incorporated in Contractor's contracts with any and all entities, which are providing professional services, with which it contracts. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above-mentioned indemnification requirements in favor of Plaza and their Agents, as applicable to each of them.

15. PLAZA'S QUALITY ASSURANCE PLAN

Plaza or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which Plaza determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Directors. The report will include improvement/corrective action measures taken by Plaza and Contractor. If improvement does not occur consistent with the corrective measure, Plaza may terminate this Contract, pursuant to Section 9.3, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years, if applicable, of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by Plaza in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next Contract year.

16. PLAZA OWNERSHIP OF DOCUMENTS

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Contractor in relation to this Contract shall become the property of Plaza upon Plaza's written approval of the Documents or upon the prior termination of the Contractor's Services hereunder, and the Contractor shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by Plaza of its full rights of ownership and use of the Documents. The Contractor shall retain a record copy for its own files.

17. INDEPENDENT CONTRACTOR

The Contractor shall perform the Services as an independent contractor and shall not be considered an employee of Plaza or under Plaza supervision or control. This Contract is by and between the Contractor and Plaza, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between Plaza and the Contractor.

The Contractor agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Contractor.

If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

18. EMPLOYEES OF CONTRACTOR

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to Plaza pursuant to this Contract are, for the purpose of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to Plaza under this Contract.

Professional Conduct: Plaza does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. Plaza will properly investigate all charges of harassment by employees or agents of Plaza against any and all Contractor's employees, agents or subcontractors providing services for Plaza. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after the Contractor receives reports of harassment.

19. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

20. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

21. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Public Law 110-134 "Improving Head Start for School Readiness Act of 2007

This project will be funded by the Department of Health and Human Services through the Office of Head Start. Public Law 110-134 "Improving Head Start for School Readiness Act of 2007 governs the administration of Head Start and Early Head Start education, including all administrative, fiscal and operational functions.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Contract, the Contractor agrees to comply with the following federal provisions:

Civil Rights Act of 1964, Title VI (Non-Discrimination in Federally-Assisted Programs)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375. Equal Opportunity in Employment (non-discrimination in Employment by Government Contractors and Subcontractors)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by Plaza of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its book, records, and accounts by Plaza and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect

to any subcontract or purchase order as Plaza may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by Plaza, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a consultant, contractor, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of Plaza to conduct business only with responsible Contractors. The Contractor is hereby notified that if Plaza acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, Plaza may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Plaza contracts for a specified period of time, which generally will not to exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with Plaza.
- B. Plaza may debar a consultant, contractor, vendor or operating agency if the Board of Directors finds, in its discretion, that the consultant, contractor, vendor, or operating agency has done any of the following: (1) violated any term of a contract with Plaza, (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with Plaza or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against Plaza any public entity.
- C. If there is evidence that the Contractor may be subject to debarment, Plaza will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before Plaza's Contractor Hearing Board.
- D. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Plaza shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Directors.
- E. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Directors. The Board of Directors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- F. If a Contractor has been debarred for a period longer than five years, that Contractor

may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. Plaza may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of Plaza. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

G. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Directors. The Board of Directors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

H. These terms shall also apply to contractors, subcontractors, consultants, vendors of Plaza.

23. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to Plaza, the Office of Head Start (OHS), or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after Plaza pays final payment and other pending matters are closed under this Contract.

24. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with Plaza. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to Plaza any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between Plaza's interest and the

interests of the third parties.

25. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

26. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

27. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither Plaza's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to Plaza in accordance with applicable law for all damages to Plaza caused by the Contractor's negligent performance of any of the services furnished under this Contract.

28. PATENT RIGHTS

Plaza will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

29. COPYRIGHT

No Documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All Documents become the property of Plaza and Plaza holds all the rights to said Documents. The Contractor assumes no responsibility for the use of Documents in whole or in part in connection with Services that is outside the scope of this Contract.

30. NOTICES

Plaza shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Plaza has actual

knowledge of such injury or damage. Plaza shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

The Contractor shall provide Plaza with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Contractor has actual knowledge of such injury or damage. Contractor shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

Plaza: Ted Gottis
Director of Operations
Plaza Community Service
4018 City Terrace Drive
Los Angeles, CA 90063

The Contractor: Name of Principal, Title
XXXXX Architects
Address
City, State Zip

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and Plaza may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

31. REMEDIES

The rights and remedies of Plaza provided for under this Contract are in addition to any other rights and remedies provided at law or in equity. Plaza may assert, either during or after performance of this Contract any right of recovery it may have against Contractor by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

32. RELEASE OF NEWS INFORMATION

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder shall be made without prior written approval of Plaza's Executive Director or designee.

33. CONTRACT EVALUATION AND REVIEW

The ongoing assessment and monitoring of this Contract is the responsibility of Plaza's designated representative.

34. ENTIRE CONTRACT

This Contract plus Attachments, which are incorporated herein by reference, and any Notices to Proceed subsequently issued pursuant to this Contract, constitute the entire understanding and agreement of the parties. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Contractor by Plaza and contains all the covenants and agreements between the parties with respect to such retention.

Any modifications or amendments to this Contract shall be invalid and of no force and effect, unless such is in writing and signed by all parties hereto. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

SIGNATURES

IN WITNESS WHEREOF, Plaza and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

PLAZA COMMUNITY CENTER, INC.

By
Gabriel Buelna
Executive Director

(Name of Contractor)

By
Name of Authorized Representative
Title of Representative

APPENDIX B SAMPLE CONTRACT A-2

RETAINER CONTRACT

ARCHITECTURAL SERVICES RETAINER CONTRACT

This Contract ("Contract") is made and entered into this _____ day of _____, _____, by

and between Plaza Community Center, Inc., dba Plaza Community Services, hereinafter referred to as "Plaza", and (Contractor's Name), hereinafter referred to as "Contractor."

RECITALS

1. PURPOSE

The Contractor is in the business of providing architectural services. On _____, in response to Plaza's Request for Proposals, Contractor submitted a Proposal to furnish the hereinafter-described architectural services to Plaza.

Plaza and Contractor desire to enter into this Contract to enable Contractor to provide architectural services to Plaza upon Plaza's issuance of a Notice to Proceed on various projects.

The purpose of this Contract is to allow Plaza to retain the services of the Contractor to provide for the full range of architectural services, and any other required services for the expansion, development and construction and/or rehabilitation of various projects.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on _____ and shall remain in full force and effect for twelve (12) months until _____ unless sooner terminated as provided herein. This Contract may be extended in one-year increments, up to a total of four (4) additional years at the sole discretion of Plaza. Plaza may, at his sole option and discretion at any time during the four year term, suspend, cancel or terminate this Contract, without any liability other than payment for work already performed, up to the date of termination as set forth in Section 9 of this Contract.

3. CONTRACTOR'S SERVICES AND RESPONSIBILITIES

A general example of the services that Contractor may be required to provide is set forth in Attachment A, attached hereto and incorporated herein by this reference. The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of Plaza's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. RESPONSIBILITIES OF PLAZA

Plaza shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the Services.

Plaza shall designate the representative authorized to act in its behalf with respect to the Project. Plaza or its representative shall examine documents submitted by the Contractor and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Contractor's Services.

Plaza's designated representative authorized to act in its behalf with respect to the Project shall be:

Ted Gottis
Director of Operations
Plaza Community Services
4018 City Terrace Drive
Los Angeles, CA 90063
Telephone: (323) 719-1042

Plaza's representative shall examine documents submitted by the Contractor and shall render decisions pertain thereto to avoid unreasonable delay in the progress of the Contractor's Services.

Plaza shall provide the Contractor with any plans, publications, reports, statistics, records or other data or information pertinent to the Services to be provided hereunder which are reasonably available to Plaza. However, their completeness and accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by Plaza are the proprietary and confidential property of Plaza and cannot be transferred or used by the Contractor for any other purpose. The Contractor agrees to safeguard and return this property to Plaza upon completion of the Project.

Plaza shall also work with the Contractor to discover existing site conditions that may affect the order, progress, and cost of the work.

Plaza shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

5. NOTICE TO PROCEED

The Contractor agrees to perform, in a timely and professional manner, all architectural services and any other services that Contractor is authorized and requested to provide pursuant to a written notice to proceed ("Notice to Proceed") issued to the Contractor for each individual project. Each Notice to Proceed issued by Plaza shall include, but not be limited to, a description of the specific project, the basis for compensation, a description of the scope of services to be provided on the specific project ("Services"), and a basis for

compensation for additional services that are not included in the Services. No work shall commence until a written Notice to Proceed is issued by Plaza to the Contractor. Each Notice to Proceed shall be incorporated by reference into this Contract. The Contractor acknowledges, understands, and agrees that entering into this Contract is not a guarantee that any work will be assigned to the Contractor under this contract, or that Plaza will issue a Notice to Proceed. The Contractor further acknowledges, understands, and agrees that it is entirely possible that Plaza never issues a Notice to Proceed and therefore the Contractor might not provide any services pursuant to this Contract. The Contractor agrees that all Services performed by the Contractor shall be the sole responsibility of the Contractor.

6. COMPENSATION

- A. The Contractor shall submit to Plaza on the 1st day of each month an invoice on a form approved by Plaza for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, Plaza will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed One Million Dollars (\$1,000,000), and the total amount of compensation under this Contract will not exceed One Million Dollars (\$1,000,000), which shall include all related expenses. The Contractor is one of a number of contractors sharing the yearly amount of compensation by providing construction management services and is not guaranteed any amount of work under this Contract. Plaza in its sole discretion shall determine and assign work on as needed basis.
- B. The Contractor shall be paid in accordance with Plaza's standard accounts payable system.
- C. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with Plaza's express prior written approval.
- D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract amount. Upon occurrence of this event, the Contractor shall send written notification to Plaza at the address herein provided in Section 46, Notices in this Contract.
- E. The Contractor shall have no claim against Plaza for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify Plaza and shall immediately repay all

such funds to Plaza. Payment by Plaza for services rendered after expiration or termination of this Contract shall not constitute a waiver of Plaza's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

7. SOURCE AND APPROPRIATION OF FUNDS

Plaza's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD), the Board of Directors of the County of Los Angeles and other funding sources, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. Plaza will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

8. SUSPENSION AND TERMINATION

9.1 Suspension

Plaza, at its convenience, and without further liability except as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to the Contractor specifying the effective date and extent of the suspension. The Contractor shall immediately discontinue all services unless otherwise indicated by Plaza's designated representative. Upon request of Plaza's designated representative, Contractor shall surrender within ten (10) days from receipt of said notice, all Documents other information relative to the Project, whether complete or in progress, as may have been accumulated by Contractor. In the event the entire Contract is suspended, Plaza shall pay Contractor reasonable demobilization expenses subject to Plaza's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Plaza shall not be liable for demobilization expenses if only a portion of the Contract is suspended. In the event the entire Contract is suspended and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, Plaza shall pay remobilization expenses directly attributable to restarting services hereunder and, at Plaza's option, Contractor and Plaza shall negotiate Contractor's fees for services remaining under this Contract. If no Contract as to expenses and fees can be reached, this Contract may be terminated for Plaza's convenience. In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this Contract may be deemed, at Plaza's sole discretion, terminated for the convenience of Plaza upon written notice to the Contractor.

9.2 Termination for Convenience of Plaza

Plaza reserves the right to cancel or terminate this Contract in whole or in part, without any liability, and for any reason at all upon ten (10) days' prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory Services,

unless such termination made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the Project.

Contractor shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Contractor.

Plaza may take over the Services, and prosecute the same to completion by contract or otherwise. Contractor shall not be liable to Plaza for any excess costs incurred by Plaza in completing the scope of Services of this Contract.

Contractor shall assign the contracts of its contractors and/or their subcontractors to Plaza, to the extent requested by Plaza's designated representative.

9.3 Termination for Cause and / or Default

This Contract may be terminated by Plaza upon ten (10) days' written notice to the Contractor for cause and/or default (failure to perform satisfactorily any of the Contract terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- F. Continuing failure of the Contractor to perform any Services in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of Plaza within the time specified in such notices, Plaza shall have the power to suspend and/or terminate the performance of this Contract by Contractor in whole or in part.
- G. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if Contractor abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Contractor by Plaza. Should the Contractor fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Plaza shall have the power to suspend and/or terminate the performance of this Contract by Contractor in whole or in part.
- H. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of this Contract upon which Plaza may immediately terminate this Contract.
- I. In the event that a petition of bankruptcy shall be filed by or against the Contractor.

- J. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, Plaza shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, with respect to all finished or unfinished Documents prepared by the Contractor under this Contract, Contractor shall be entitled to receive just and equitable compensation for such that has been satisfactorily completed, subject to Plaza's rights of recoupment, cut-off, and withholding.

9.4 Termination for Improper Consideration

Plaza may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Plaza officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, Plaza shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of termination for cause and / or default by the Contractor.

Contractor shall immediately report any attempt by a Plaza officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of Plaza.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of Plaza, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Plaza's consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by Plaza to any approved delegate or assignee on any claim under this Contract shall be deductible, at Plaza's sole discretion, against the claims, which the Contractor may have against Plaza.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of Plaza in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Plaza's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, Plaza shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of Plaza.

11. SUBCONTRACTING

The Contractor may subcontract only those specific portions of the Services allowed in the original specifications covered by this Contract. The Contractor shall not subcontract any part of the Services covered by this Contract or permit subcontracted services to be further subcontracted without prior written approval by Plaza.

12. INSURANCE

Without limiting Contractor's indemnifications of Plaza provided in Section 14 below, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract or as otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to Plaza certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Plaza with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. Plaza reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to Plaza and may provide for such deductibles as may be acceptable to Plaza.

Any self-insurance program and self-insured retention must be separately approved by Plaza. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless Plaza, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that Plaza be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give Plaza immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: (Project Name; Project address, city, state, zip code).

The insurance policies set forth herein shall be primary insurance and noncontributory with respect to Plaza. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of Plaza. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon Plaza's sole discretion, constitute a material breach of this Contract pursuant to which Plaza may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of Plaza, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by Plaza shall be immediately repaid by the Contractor to Plaza upon demand including interest thereon at the default rate. In the event of such a breach, Plaza shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair Plaza's rights against the Contractor or the insurance carrier.

The Contractor shall name Plaza as an additional insured on any general liability policy applicable to this project. The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE. Coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Plaza Community Center, Inc., dba Plaza Community Services and each of its elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Agents") shall be covered as additional insureds on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of Plaza and its Agents. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." Plaza and their Agents, shall be covered as additional insureds on such policy.

E. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, the Services, or in relation to the property or Project that is the subject of this Contract.

13. **INDEMNIFICATION**

The Contractor agrees to indemnify, defend and hold harmless Plaza and its Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor. Such indemnification language, in favor of Plaza and their Agents, shall also be incorporated in Contractor's contracts with any and all entities, which are providing professional services, with which it contracts. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above-mentioned indemnification requirements in favor of Plaza and their Agents, as applicable to each of them.

14. **PLAZA'S QUALITY ASSURANCE PLAN**

Plaza or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies, which Plaza determines

are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Directors. The report will include improvement/corrective action measures taken by Plaza and Contractor. If improvement does not occur consistent with the corrective measure, Plaza may terminate this Contract, pursuant to Section 9.3, or impose other remedies as specified in this Contract. A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years, if applicable, of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by Plaza in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next Contract year.

15. PLAZA OWNERSHIP OF DOCUMENTS

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Contractor in relation to this Contract shall become the property of Plaza upon Plaza's written approval of the Documents or upon the prior termination of the Contractor's Services hereunder, and the Contractor shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by Plaza of its full rights of ownership and use of the Documents. The Contractor shall retain a record copy for its own files.

16. INDEPENDENT CONTRACTOR

The Contractor shall perform the Services as an independent contractor and shall not be considered an employee of Plaza or under Plaza supervision or control. This Contract is by and between the Contractor and Plaza, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between Plaza and the Contractor.

The Contractor agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Contractor.

If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

17. EMPLOYEES OF CONTRACTOR

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to Plaza pursuant to this Contract are, for the purpose of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to Plaza under this Contract.

Professional Conduct: Plaza does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. Plaza will properly investigate all charges of harassment by employees or

agents of Plaza against any and all Contractor's employees, agents or subcontractors providing services for Plaza. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after the Contractor receives reports of harassment.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between Plaza and the Contractor. The Contractor's relationship to Plaza is solely as an independent contractor.

19. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

20. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

21. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Public Law 110-134 "Improving Head Start for School Readiness Act of 2007

This project will be funded by the Department of Health and Human Services through the Office of Head Start. Public Law 110-134 "Improving Head Start for School Readiness Act of 2007 governs the administration of Head Start and Early Head Start education, including all administrative, fiscal and operational functions.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Contract, the Contractor agrees to comply with the following federal provisions:

Civil Rights Act of 1964, Title VI (Non-Discrimination in Federally-Assisted Programs)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (non-discrimination in Employment by Government Contractors and Subcontractors)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by Plaza of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its book, records, and accounts by Plaza and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or

with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as Plaza may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by Plaza, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- I. A responsible Contractor is a consultant, contractor, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of Plaza to conduct business only with responsible Contractors.
- J. The Contractor is hereby notified that if Plaza acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, Plaza may, in addition to other remedies provided in this Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Plaza contracts for a specified period of time, which generally will not to exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with Plaza.
- K. Plaza may debar a consultant, contractor, vendor or operating agency if the Board of Directors finds, in its discretion, that the consultant, contractor, vendor, or operating agency has done any of the following: (1) violated any term of a contract with Plaza, (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with Plaza or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against Plaza any public entity.
- L. If there is evidence that the Contractor may be subject to debarment, Plaza will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before Plaza's Contractor Hearing Board.
- M. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Plaza shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the

Board of Directors.

- N. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Directors. The Board of Directors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- O. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. Plaza may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of Plaza.
- P. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.
- Q. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Directors. The Board of Directors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- R. These terms shall also apply to contractors, subcontractors, consultants, vendors of Plaza.

23. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to Plaza, the Office of Head Start (OHS), or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after Plaza pays final payment and other pending matters are closed under this Contract.

24. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or

indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with Plaza. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to Plaza any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between Plaza's interest and the interests of the third parties.

25. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

26. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

27. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither Plaza's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to Plaza in accordance with applicable law for all damages to Plaza caused by the Contractor's negligent performance of any of the services furnished under this Contract.

28. PATENT RIGHTS

Plaza will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

29. COPYRIGHT

No Documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All Documents become the property of Plaza and Plaza holds all the rights to said Documents. The Contractor assumes no responsibility for the use of Documents in whole or in part in connection with Services that is outside the scope of this Contract.

30. NOTICES

Plaza shall provide the Contractor with notice of any injury or damage arising from or

connected with services rendered pursuant to this Contract to the extent that Plaza has actual knowledge of such injury or damage. Plaza shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

The Contractor shall provide Plaza with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Contractor has

actual knowledge of such injury or damage. Contractor shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

Plaza: Ted Gottis
Director of Operations
Plaza Community Service
4018 City Terrace Drive
Los Angeles, CA 90063

The Contractor: Name of Principal, Title
XXXXX Design-Build Team
Address
City, State Zip

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and Plaza may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

31. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

32. REMEDIES

The rights and remedies of Plaza provided for under this Contract are in addition to any other rights and remedies provided at law or in equity. Plaza may assert, either during or after performance of this Contract any right of recovery it may have against Contractor by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

33. RELEASE OF NEWS INFORMATION

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder

shall be made without prior written approval of Plaza's Executive Director or designee.

34. CONTRACT EVALUATION AND REVIEW

The ongoing assessment and monitoring of this Contract is the responsibility of Plaza's designated representative.

35. **ENTIRE CONTRACT**

This Contract plus Attachments, which are incorporated herein by reference, and any Notices to Proceed subsequently issued pursuant to this Contract, constitute the entire understanding and agreement of the parties. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Contractor by Plaza and contains all the covenants and agreements between the parties with respect to such retention.

Any modifications or amendments to this Contract shall be invalid and of no force and effect, unless such is in writing and signed by all parties hereto. This Contract includes the following attachments:

- A. Scope of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

SIGNATURES

IN WITNESS WHEREOF, Plaza and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

PLAZA COMMUNITY CENTER, INC.

By
Gabriel Buelna
Executive Director

(Name of Contractor)

By
Name of Authorized Representative
Title of Representative

APPENDIX C

STATEMENT OF WORK

STATEMENT OF WORK

1.0 STATEMENT OF WORK

Plaza helps strengthen neighborhoods, empower families, and promote individual achievement. Plaza maintains administrative offices and services sites throughout the greater Los Angeles area. Plaza is seeking Contractor(s) to provide Architectural and Engineering services for the renovation of a property in Bell Gardens for use as an Early Head Start Early Childhood Education and Development Center.

2.0 GENERAL REQUIREMENTS

The Contractor shall perform all architectural and engineering design work as described in Section 3.0 and other services related to or required for the performance of this Contract such as, but not limited to, the items listed below:

- 2.1** Prepare civil engineer's survey (A.L.T.A.) documenting existing site conditions such as site boundaries, dimensions, features, easements, structures, utilities, trees and any other items needed to properly prepare conceptual and technical drawings for the site and building design.
- 2.2** Prepare title reports as needed for preparing surveys.
- 2.3** Prepare geotechnical reports.
- 2.4** Prepare Phase I reports, Phase II reports, traffic studies, and other environmental related reports, if needed.
- 2.5** Contract and coordinate with a furniture, fixture and equipment Contractor.
- 2.6** Contract and coordinate with a marketing / public outreach Contractor.
- 2.7** Attend community design presentations and community meetings, and participate as required.
- 2.8** Prepare landscape, irrigation and related design.
- 2.9** Prepare on-site and off-site design including parking lot design, if needed.
- 2.10** Conduct inspections during construction.
- 2.11** Prepare a detailed design schedule showing how the Contractor will meet Plaza's target deadlines with respect to phases identified in Section 3.0 below.
- 2.12** Provide any other consulting, engineering and/or inspection services required to complete the design and construction of the project.
- 2.13** Provide for the Specific Work Requirements identified in 3.0 below.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 FEASIBILITY AND CONCEPTUAL PLANNING STUDIES

The Contractor shall perform and prepare any feasibility and conceptual planning studies requested. This may include, but is not limited to, items such as the following:

- 3.1.1 land use analysis
- 3.1.2 planning studies
- 3.1.3 site analysis
- 3.1.4 zoning research
- 3.1.5 community plan research
- 3.1.6 entitlement research
- 3.1.7 preparing conceptual planning options for sites, parks, open space, street planning, buildings and/or space use
- 3.1.8 graphic planning presentations and/or massing models
- 3.1.9 presenting such studies and findings at various agency meetings
- 3.1.10 need assessments/ community outreach

3.2 ARCHITECTURAL PROGRAMMING PHASE

The Contractor shall solicit programming information from Plaza representative(s), proposed user/operator(s), other agents and/or Contractor to ascertain design needs, requirements, criteria and constraints. Solicit and coordinate with need assessment Contractor(s) to identify needs and to formulate architectural program requirements. This may include, but is not limited to, items such as the following:

- 3.2.1 List and clarify primary users and uses of program.
- 3.2.2 Interfacing with various user groups on multiple levels to solicit programming information and requirements. Identify adjacency and functionality requirements of users and spaces.
- 3.2.3 Preparing user scenarios that show how spaces are used sequentially on a regular basis (forexample, daily, weekly, monthly, and yearly basis).
- 3.2.4 Perform site visits of facilities that may serve as a precedent or example of planned facilities.
- 3.2.5 Translate programmatic information into bubble diagrams and conceptual design.

3.3 DESIGN THROUGH PLAN CHECK

The Contractor shall prepare conceptual design, schematic design, design development, working drawings and specifications up to and including full plan check approval, revision of final drawings and specifications for ready-to-bid documents, including, but limited to:

- 3.3.1. Prepare designs, plans, drawings, calculations, and specifications for the proposed project, including but not limited to all on-site and related off-site work.
- 3.3.2 Meet with Plaza representatives, proposed user and operator, and other agents to finalize the design scope of work and intent.

- 3.3.3 Research and review all existing documents and data regarding the site including any available as-built information.
- 3.3.4 Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the project design.
- 3.3.5 Perform site investigations to identify above ground structures and underground structures/improvements including but not limited to abandoned and/or active utilities and/or easements and/or any other elements or factors that might affect the project.
- 3.3.6 Prepare and present at least three different conceptual designs (site design, park or open space design, building design, and/or space planning design).
 - 3.3.7 Present the conceptual designs to multiple audiences, which may include agencies such as the following: Plaza staff and/or Board of Directors, Community Care Licensing staff, and/or Office of Head Start staff. This may include attending community meetings and making presentations to community groups as required.
- 3.3.8 Prepare landscape schemes that incorporate environmentally responsible and easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.
- 3.3.9 Refine one of the conceptual designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from other schemes into one design.
- 3.3.10 Complete schematic design, design development, and construction documents phases.
- 3.3.11 Complete utility usage/load calculations for water, gas, and electrical system, and size new system appropriately.
- 3.3.12 Design the new project, drawn to scale, in AutoCAD 2014 or a newer version of AutoCAD. Include items such as, but not limited to, demolition plans, grading and civil engineering plans; architectural construction drawing and specifications; and calculations; all required Contractor drawings including, but not limited to, civil, structural, mechanical, electrical, and plumbing; landscape drawings; calculations for storm water pollution control requirements, filtering requirements and backflow preventers.
- 3.3.13 Contract with and coordinate with furniture, fixture and equipment Contractor to design and coordinate all furniture, fixture and equipment.
- 3.3.14 Comply with ADA accessibility requirements.

- 3.3.15 Include site lighting in design.
- 3.3.16 Include new on-site and off-site improvements such as new and rehabilitated parking, sidewalks, curb and gutter, and related improvements as may be required by the local jurisdiction. In addition, Contractor shall fully coordinate with all applicable utility companies and Contractor's sub-Contractors to ensure that all utility requirements and connections are properly coordinated and incorporated into the on-site and off-site design (plans and specifications) for the project. For example, Contractor shall confirm all points of connection, connection routes, and types of connections/meters, etc. with utility companies and utility service planners to mitigate construction claims.
- 3.3.17 Incorporate proper drainage and proper interface with existing site features into the design including, but not limited to, curbs, gutters, driveway aprons, other flatwork, art work, and setback requirements; new electrical transformer enclosures; trash enclosures; and any other site structures. Coordinate all site utility elements for all site structures with all utility purveyors. Update design, calculations, and specifications to meet utility requirements.
- 3.3.18 Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure while new improvements are constructed.
- 3.3.19 Prepare written specifications in CSI division format, including Division 1 specifications to be provided by Plaza's Representative.
- 3.3.20 Prepare final ready-to-bid documents for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.
- 3.3.21 Provide value-engineering services. Contractor acknowledges and understands that it is Plaza's objective to construct the Work as economically as possible without sacrificing design quality. Consistent with this objective, it shall be Contractor's obligation to perform detailed value engineering during each of the design phases, and to make changes as necessary to keep the Contractor's final cost estimate within 10% of the currently established construction budget. To assist with value engineering, the Contractor shall present to Plaza alternative designs, engineering, materials, and methods of construction that will reduce costs and the contract time. Failure by Contractor to comply with such obligation may constitute a breach of this Contract. Plaza shall have the right, at its sole discretion, to decline to approve and incorporate Contractor's cost reduction alternatives into the Work.
- 3.3.22 Provide reproducible final documents. The Contractor shall cause two (2) CDs, one (1) flash drive, two (2) sets of prints, specifications, estimates, etc. to be provided to Plaza at all submittal phases including such sets as may be required for plan check agencies and (one) 1 complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. At any time, additional varying sets may

be requested by Plaza. The cost of reproducing these documents is included in the Contractor's basic fee.

3.3.23 Submit drawings at various design phases to Plaza for review and comment. Make corrections following each submission. The design phases are identified below:

3.3.23.1 Schematic phase. Prepare conceptual drawings to submit to public agencies such as Building and Safety, Fire Department, Planning Department, and other agencies as required, to identify and confirm all building and site requirements upfront.

3.3.23.2 Design Development Phase.

3.3.23.3 Construction Documents at 50% completion.

3.3.23.4 Construction Documents at 90% completion. Finally, by the due date indicated in the Notice to Proceed, Contractor shall submit all required drawings, specifications, calculations, and documents for plan check to all authorities having jurisdiction over the project including but not limited to Building and Safety, Fire Department, Grading and Drainage Division, and local Planning departments. Complete all required corrections including those of any subcontractor's and coordinate corrections among all disciplines. Prepare and make in-person re-submittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

3.3.24 Make any and all corrections or changes required by jurisdictions. The Contractor shall promptly make all corrections or changes in the construction documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement.

3.3.25 Prepare cost estimates. Contractor shall prepare a written cost estimate on an electronic spreadsheet format program so that "what-if" scenarios and value-engineering options can, if necessary, be considered throughout the design process. Additionally, Contractor shall prepare an ongoing value-engineering list of items with dollar amounts at each design phase that identifies possible options that may help project stay under budget during each design and construction phases. Submit cost estimates in the following format and at the following phases:

3.3.25.1 Conceptual Design. Provide a conceptual cost estimate based on construction type, square footage and cost per square foot for the various conceptual design options.

3.3.25.2 Schematic Design. Provide a conceptual cost estimate based on construction methods, construction type, use, and size, at the conclusion of schematic design.

3.3.25.3 Design Development. Provide a detailed, itemized take-off estimate at the completion of design development.

3.3.25.4 Construction Documents. Provide an updated, detailed itemized take-off estimate at 50% completion of construction documents; and final detailed itemized take-off estimate at

90% completion of construction documents phase (plan check submittal).

3.4 BIDDING PHASE

- 3.4.1 The Contractor shall assist with the preparation of bid packages.
- 3.4.2 The Contractor shall attend Pre-bid walk through and answer any questions.
- 3.4.3 The Contractor shall issue addenda, as needed. Prepare responses and answers to questions raised by bidders.
- 3.4.4 The Contractor shall review bids, review and make a determination on all proposed equals (substitutions), and make a recommendation on bids.
- 3.4.5 The Contractor shall re-bid, if required; including update and revision of bid packages as needed for a second bidding.

3.5 CONSTRUCTION OBSERVATION PHASE

- 3.5.1 The Contractor shall review contractors' change order requests and determine eligibility and reasonableness of items and cost; counter-sign change orders.
- 3.5.2 The Contractor shall conduct periodic observations and provide approval certifications for the work observed.
- 3.5.3 The Contractor shall provide construction administration services including, but not limited to, the following tasks:
 - 3.5.3.1 Attend pre-construction conferences, change order negotiation meetings, and weekly on-site construction progress meetings with contractors, Plaza Representatives, Owner's Representative, and Construction Management Representative.
 - 3.5.3.2 Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), landscape/ plant materials (2 days), alternates (5 days), requests for information (24 hours), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days). Architect to review and make a determination on all proposed equals, validate the quality of the proposed material, and to solicit the Owner or Owner's representative's approval on changed materials.
 - 3.5.3.3 Provide written observation reports of work to help assure good workmanship and compliance with specifications, and all applicable codes, and regulations.
 - 3.5.3.4 Prepare, maintain, and update project meeting minutes each week following each weekly construction job site meeting in a format approved by the Owner's representative. Minutes will be

prepared or updated following the weekly job site meetings and distributed to construction team members, including the contractor, Plaza, and other team members as required within three business days of the weekly job site meetings.

- 3.5.3.5 Coordinate inspection activities with hazardous material removal contractors, if necessary.
- 3.5.3.6 Conduct inspections to verify that all phases of contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to Plaza Representatives.
- 3.5.3.7 Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.
- 3.5.3.8 Verify and co-sign progress payments to ensure Contractor is requesting only appropriate amounts for work-in-place.
- 3.5.3.9 Engage a soils testing lab to take samples, to check soil composition and make recommendations for amendments to promote healthy growth in new plant material. Submit a copy of all testing results to Plaza representatives.
- 3.5.3.10 Solicit, review and incorporate changes from the contractor's marked up as-built set into a final record set of drawings; then upon project completion, provide one electronic set, one reproducible set, and one bond paper set to the Owner and Owner's representative.
- 3.5.4 **Troubleshooting**
The Contractor shall trouble-shoot and submit written solutions to resolve construction defects and disputes.

3.6 Design Within Funding Limits

The Contractor shall re-design the project to meet the above-named budgetary targets at no cost to Plaza if the proposed design as bid varies more than 10% above Plaza's budget or more than 10% below the budget.

3.7 Standard of Care

The Contractor shall represent, covenant, and agreed to all of the services to be furnished by the Contractor under or pursuant to this Contract, from the inception of this Contract until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architects engaged in architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard]).

Contractor shall accept the special relationship of trust and confidence established between it and Plaza by this Contract. The Contractor shall covenant to design the Project and produce the necessary Construction Documents, and to further the interests of Plaza in accordance with Plaza's requirements and procedures, in accordance with the Professional Standard

and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Contractor is performing services under this Contract.

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract.

The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

3.8 Project Schedule

The Contractor shall work in accordance with the Project Schedule established in the Notice to Proceed for each project or assignment under this Contract.

The Contractor shall provide monthly updates as needed to track design progress, including design Contractors' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

4.0 RESPONSIBILITIES

Plaza and the Contractor's responsibilities are as follows:

Plaza

4.1 Personnel

- 4.1.1 Plaza shall monitor the Contractor's performance in the daily operation of this Contract.
- 4.1.2 Plaza shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Plaza shall prepare amendments to the Contract in accordance with the Contract.

4.2 Project Manager

- 4.2.1 The Contractor shall provide a full-time Project Manager with an Architectural license from the State of California with at least five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.
- 4.2.2 The Contractor's Project Manager shall act as a central point of contact with Plaza, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 4.2.3 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The

Project Manager must be available during all hours, 365 days per year.

4.2.4 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

4.4.1 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.

4.4.2 Plaza requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

4.4 Contractor's Team

The Contractor's employees and subcontractors who will be considered essential to the services provided pursuant to this Contract will be listed below. Prior to diverting or substituting any of the specified individuals, the Contractor shall provide Plaza with fifteen (15) days prior written notice and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. The Contractor shall make no diversion or substitution of key personnel without the prior written consent of Plaza.

Employees:

[Name]

[Name]

[Name]

[Name]

[Name]

Subcontractors:

[Name] (Mechanical, Electrical and Plumbing Engineers)

[Name] (Structural Engineers)

[Name] (Civil Engineers) [Name]

(Specification Writing)

[Name] (Sustainable/Green Contractor)

[Name] (Landscape Architect)

[Name] (Other)

4.5 Uniform / Identification

4.5.1 The Contractor's employees must wear visible identification when working under the Contract on Plaza property. The identification shall be Plaza Visitor ID

4.5.2 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.6 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.7 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is *closed*, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

4.9 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS/ DAYS OF WORK

Plaza office hours are from 8:00 a.m. to 5:00 p.m. Plaza offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Cesar Chavez Day
- Memorial Day/Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure Plaza a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to Plaza for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
 - any corrective action taken,
 - the time a problem was first identified, a
 - clear description of the problem,
 - and the time elapsed between identification and completed corrective action,
- The record shall be provided to Plaza upon request.

7.0 QUALITY ASSURANCE PLAN

Plaza will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary (*Exhibit 1*)

Plaza shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, Plaza will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by Plaza. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate

misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for Plaza to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by Plaza, shall be credited to Plaza on the Contractor's future invoice.

This section does not preclude Plaza's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract

7.2 Periodic Performance Reviews

Plaza will conduct periodic reviews to evaluate the Contractor's performance.

7.3 Contract Deficiency Notice

Plaza will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by Plaza and the Contractor.

If resolution of the deficiency does not result from the verbal notification, Plaza will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to Plaza within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to Plaza within ten (10) workdays.

7.4 Plaza Observations

Plaza personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8 ADDITION/DELETION OF SERVICES

Plaza reserves the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between Plaza and the Contractor.

EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Conceptual Design (SOW Section 3.0)	Completion of Conceptual Design Drawings	Receipt of final Conceptual Drawings	Withhold payment for that service.
Schematic Design (SOW Section 3.0)	Completion of Schematic Design Drawings	Receipt of final Schematic Design Drawings	Withhold payment for that service.
Design Development (SOW Section 3.0)	Completion of Design Development Drawings	Receipt of final Design Development Drawings	Withhold payment for that service.
Construction and Specifications Documents (SOW Section 3.0)	Completion of Construction and Specification Documents	Receipt of final Construction Drawings (Plan Check Approved)	Withhold payment for that service.
Bidding (SOW Section 3.0)	Completion of Bidding	Receipt of Acceptable Bids	Withhold payment for that service.
Construction Administration (SOW Section 3.0)	Completion of Construction	Receipt of Certificate of Occupancy	Withhold payment for that service.
Other Services	Completion of Specific Services	Receipt of Drawings and/or Documents Evidencing Completion of Services	Withhold payment for that service.

APPENDIX D
REQUIRED FORMS

**CERTIFICATION OF INDEPENDENT COST DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS
(Non-Collusive Affidavit)**

- A. By submission of this Proposal, the Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person(s) legally authorized to commit the Proposer.

PRINT NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Proposer will be required to warrant that they are authorized to bind the Proposer and company of representation.

- C. List names of all joint ventures, partners, subcontractor, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "**NONE**".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by Plaza that the Proposer did participate as a consultant in this RFP process, Plaza shall reject this Proposal.

Print Name of Firm

Print Name of Signer

Print Title

Signature

Date

Certification of Independent Cost Determination & Acknowledgement of RFP Restrictions Revised 01/2018

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

Plaza Community Center, Inc., dba Plaza Community Services, shall not contract with, and shall reject any quote(s), bid(s), or proposal(s) submitted by, the persons or entities specified below, unless the Executive Director and a majority of the Board of Directors find that special circumstances exist which justify the approval of such contract:

1. Employees of Plaza for which Plaza is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Print Proposer Name

Print Proposer Official Title

Official's Signature

Date

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

{1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any Plaza, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to Plaza designated representative.

Any misrepresentation by the bidder/proposer shall give Plaza Community Center, Inc., dba Plaza Community Services, the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any Plaza, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the boxes and fill in the blanks, as appropriate:

- Yes No Proposer must have a valid architecture license in the State of California.
- Yes No Proposer w/ 5 years' established practice in California
- Yes No Project manager w/ 5 years' experience within the last 10 years
- Yes No Complies with RFP format requirements
- Yes No Certifies intent to execute a standard Plaza contract.
- Yes No Certifies intent to comply with Insurance Requirements
- Yes No Proposer must have at least 2 new facilities in the past 7 years for each project type valued at a minimum of \$2,000,000 each.

- Yes No Proposer must agree to the terms and conditions of a standard Plaza contract.

.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

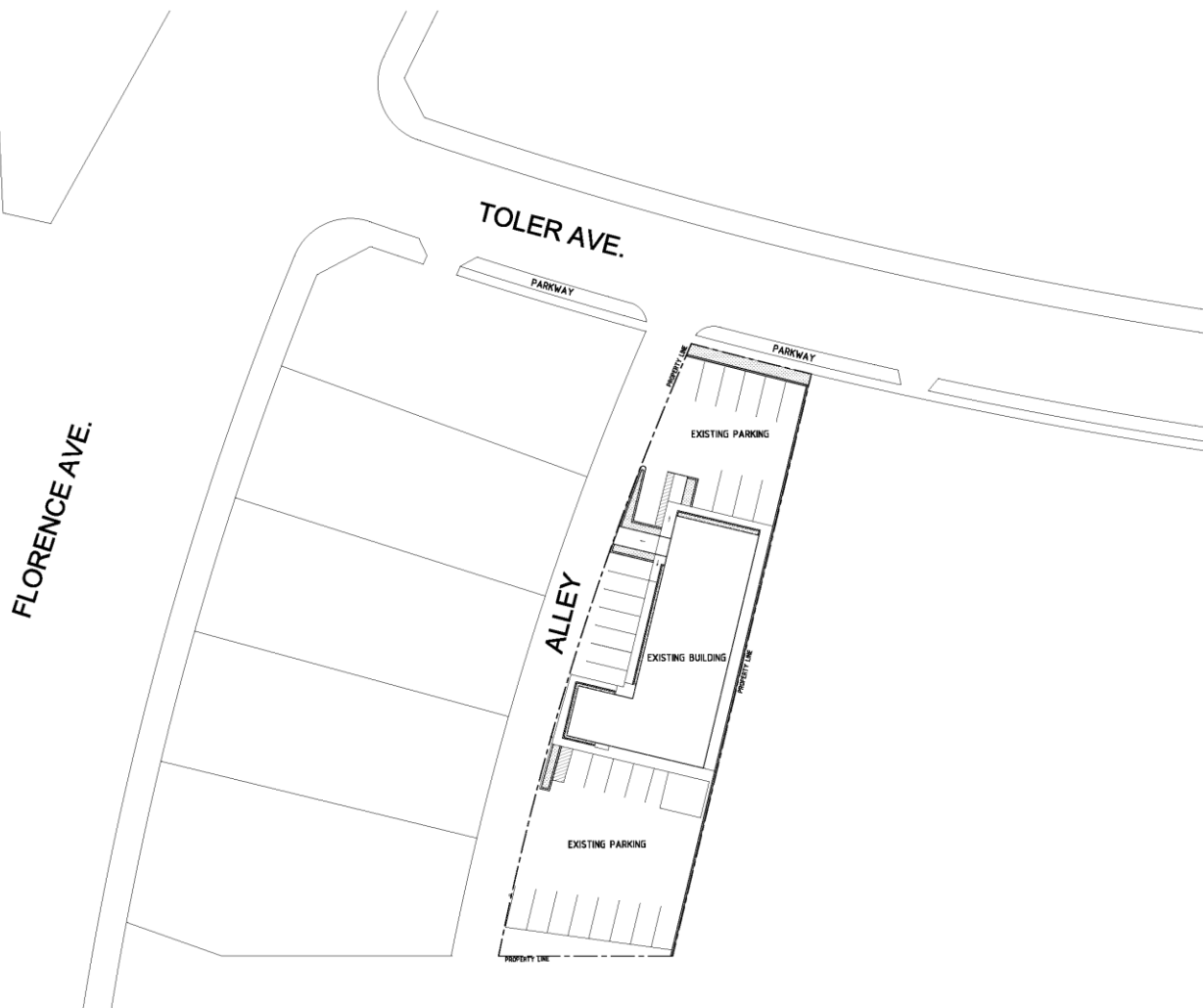
Proposer's Name: _____

Address: _____

E-mail address: _____

Telephone number: _____ Fax number: _____

SITE PLAN



**PLAZA COMMUNITY SERVICES
7217 TOLER AVENUE
BELL GARDENS CA 90201**

Architects
BBRBA GROUP
2350 Hyperion Avenue, Los Angeles 90027
323.666.4768

SITE PHOTOS

