

CALIFORNIA CONSTRUCTION AUTHORITY

REQUEST FOR PROPOSALS

FACILITY AUDIT

for the
22nd District Agricultural Association
San Diego County Fair Grounds

Prepared by:

California Construction Authority (CCA)
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Sean Slay, Project Manager
email: sslay@ccaauthority.org
Telephone: (916) 570-3041

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REQUEST FOR PROPOSALS

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Advertisement

PROFESSIONAL CONSULTING SERVICES

California Construction Authority (CCA), who supplies construction services to the statewide Network of California Fairgrounds, is seeking qualified consultants to provide property wide Facility Audit for the 22nd District Agricultural Association, San Diego County Fairgrounds.

CCA intends to select a single firm that best meet its and the Fairgrounds' needs, as outlined in this RFP. The criteria on which CCA makes its determination will not be limited to the firm's rate structure but will also be based on ability and experience.

Mandatory pre-proposal meeting. Interested parties to meet at the Fire Gate September 16, 2022, 10:00AM. Submittals must be received no later than October 5, 2022, 4:00PM. For additional information, please contact CCA at SSlay@CCAuthority.org or (916) 570-3041.

CALIFORNIA CONSTRUCTION AUTHORITY

FACILITY AUDIT CONSULTING SERVICES

REQUEST FOR PROPOSALS

California Construction Authority (CCA), who provides construction consulting, design development, construction development and project management services to the statewide Network of California Fairgrounds (the majority of which are public entities), is seeking qualified consultant/firms to provide Facility Audit Consulting services for the 22nd District Agricultural Association (DAA), San Diego County Fairgrounds.

CCA is seeking consultants/firms that offer the following services:

Scope of Work Desired by CONSULTANT

- A. The site of the proposed project is at the 22nd District Agricultural Association, 2260 Jimmy Durante Blvd, Del Mar, CA 92014, approximately 315 acres across three sites.
- B. Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure, including accessible utilities. (See Appendix A)
- C. The Consultant will follow the ASTM E2018-15 Standard Guide for Property Condition Assessments as applicable. (Formerly, American Society for Testing and Materials) and CA DGS Infrastructure Study Guide.
- D. Audit and confirm the list of buildings and structures and submit for confirmation.
- E. Determine the present condition and estimated life expectancy of various building systems and components.
- F. Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- G. Recommend corrections for all deficiencies and provide cost estimates for corrections utilizing CA Prevailing Wages.
- H. Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- I. Notify CCA/22nd DAA and “Red Flag” any Immediate Life & Safety hazards.
- J. Establish anticipated renewal and replacement costs for the various systems and components.
- K. Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization or reconditioning.
- L. Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility current and extended.
- M. Main electrical distribution.
- N. Main plumbing distribution.
- O. ADA overview and recommended on buildings and grounds with cost estimates.

- P. Engage the Services of Utilities as available and necessary. SDG&E, AT&T, etc.
Q. Provide a list of all Agricultural Displays and Equipment that don't fall into the above categories.

ADDITIONAL SCOPE

Awarded Consultant shall conduct a thorough Facility Audit for each building and facility on the fairgrounds. Awarded Consultant will also determine the Facility Condition Index (FCI) for each building and facility, utilizing the applicable standards as set by the American Society of Testing and Materials (ASTM). The Infrastructure Grounds and Facility Audit and analytical data provided by the Awarded Consultant will allow 22nd DAA to develop short, intermediate, and long-term capital improvement strategies, and will provide for cost effective operation of the facilities based upon each identified component in the study.

Awarded Consultant Requirements

Compile a comprehensive facility and building list based on information provided in Appendix D, including the following, but not limited to:

Facility/Building Name (e.g. Area, Department, Facility)

Facility/Building Type

Square Footage of Facility/Building

- Complete a comprehensive Facility Audit, including FCI, for each building and facility as agreed-upon by 22nd DAA. This shall include:
 - Provide an accurate inventory and complete, non-destructive inspection of all buildings and facilities (exterior and interior) and components.
 - Identifying deficiencies in an as-is state and assign a scale to each deficiency. Recommending corrections for all deficiencies.
 - Evaluating the useful life of all facilities and components and projected cost of replacement for each major infrastructure component.
 - Developing regular maintenance schedules and requirements for each building component.
 - Identifying conditions that are either potentially damaging to property or present safety hazards.
 - Identifying energy and water conservation measures.
 - Identifying alterations or repairs required for regulatory and accessibility compliance (e.g., Americans with Disabilities Act (ADA) requirements).
 - Developing cost estimates and schedules to correct deficiencies for capital renewal or replacement, renovation or modernization projects, and ongoing maintenance activities to be completed within the next five (5) years and upward to 25 years.

Deficiency Prioritization

Each deficiency and recommended correction shall include the following classifications prioritizing each action according to its criticality and classification type:

Building Interior

Provide a description and condition of the building's interior elements including, but not limited to:

- Floor structure
- Break rooms
- Ceiling
- Lights, Fixtures, and Lighting systems
- Office and conference rooms
- Doors and fire ratings
- Special use areas
- Storage adequacy
- Restrooms
- Telecommunication rooms
- Cafeterias
- Lobbies
- Computer rooms, etc.

Identify the type and condition of the paint, carpeting, tiled floors, drywall, plaster, partitions, millwork, and signage. Investigate areas where stained ceiling tiles exist and explore above to determine possible causes.

Additional Upgrades

Identify any building upgrades and improvements that, if completed, could also require additional upgrades according to the California Building Standards Code or any other applicable Codes, Title 24.

Building Utility and Operational Systems

Provide a description and condition of the existing building utilities and operational systems, including capacities, nameplate data, etc. Recommend ongoing maintenance activities to be completed. Building utility and operations systems may include the following, but not limited to:

- Electric service
- Electrical distribution system
- Emergency power system
- Gas distribution system
- Fire protection system
- Water distribution system
- Energy management system
- Sanitary system
- HVAC and environmental
- Communications system, control systems, etc.

Building Life Safety and Health Standards

Evaluate the building as to life safety and health standards. Based on this information, provide a list of recommended upgrades and their associated costs. The upgrades identified and evaluated may include the following, but not limited to:

- Labeled doors
- Fire alarm detection systems
- Exit signage
- Fire extinguishers
- Stair designs
- Emergency lighting
- Stair closures
- Elevator systems
- Handrails
- Building ventilation
- Sprinklers
- Toilet exhausts
- Fire escapes/means of egress
- Lighting levels
- Fire related construction
- Strobe and horn annunciation materials, units, etc.

Verify if any visible mold growth exists in areas where water infiltration has occurred or is occurring.

Building Energy Evaluations

Review each building for potential energy savings and make recommendations with construction costs. Potential savings may be found in the following, but not limited to:

- Building automation system
- Insulation
- Plumbing flow restrictors
- Windows
- Pipe insulation
- Fuel systems
- Lighting systems and controls, etc.
- Renewable energy resources
- Environmental Controls
- Water

ROOF SYSTEMS

Determine if the roof systems are performing according to its intended function, identify signs of weakness, deterioration or hazard, and identify needed repairs. Inspect exterior for: continuity of roof covering; deterioration of fascia, gutters and soffits; and performance of flashings.

- Inspect interior finishes (ceilings and walls) for signs of water penetration, frost buildup and structural distress.

- Record and report inspection findings.
- Initiate maintenance and repair projects.
- Report any unsafe working conditions or potential system failures immediately to the 22nd DAA immediately.
- Prepare

IT Review

Review to provide business resilience and continuity by developing fairground broadband infrastructure report to analyze communications capacity for employees, vendors, and attendees during fair events.

- Current connectivity (i.e., technology, coverage and speed)
- Existing or available connections between fairgrounds and the internet backbone
- Existing wireless network infrastructure (i.e., provider, towers, sites, spectrum)
- Facilities onsite - buildings, towers, electrical supply
- Infrastructure capable of deploying wireless network equipment (e.g., towers, tall buildings, electrical service)
- Identify successful and promising approaches and role of broadband and prepare best practices document.

On Grounds

Provide a description and condition of the existing on grounds utilities, operational systems, and parking areas, etc. Provide video of each accessible system. Recommend ongoing maintenance activities to be completed. Utility and operations systems may include the following:

- Water systems (including flow testing and future capacity)
- Sewer systems (storm and sanitary)
- Gas
- Electrical (substations, distribution, available supply etc.)
- Paving
- Gates

Consultant/Firm Requirements for Qualification

The minimum requirements for qualification are:

1. Minimum of 10 years' experience with comprehensive facility assessment work at facilities with an attendance of 30,000 or more attendees at a fair or other event held within a concentrated period of time (i.e., 30 days or less).
2. Specific and relevant experience in the following areas: entertainment venues with outdoor seating capacities of 10,000 or more, agriculture facilities; food and beverage operations; regional market analysis; community consensus building; application of CEQA; and landscape architecture.
3. The 22nd DAA desires Consultant to utilize local consultants and expertise when possible.

California Public Records Act

All material submitted in response to this solicitation will become the property of the State of California and will not be returned. In addition, all material submitted may be considered a public record by the CCA and subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.). Should the CCA receive a request for any submitted responses to this RFC, the firm submitting the requested submittal will be contacted prior to disclosure of the response to determine what portions, if any, of the response may be considered confidential. The CCA reserves the right, consistent with the California Public Records Act, to make the final determination whether a submittal, or any portion of it, is confidential and not subject to disclosure.

Conflict of Interest Filings

Consultant/Firm agrees to file a Fair Political Practices Commission Form 700, Statement of Economic Interest with CCA, in accordance with CCA's Conflict of Interest Code.

RFP Submittal

Consultants/firms desiring to be considered are to submit a response, limited to ten (10) pages maximum exclusive of a cover, index, and summary sheet. A firm brochure may also be submitted but is not required.

Submittal to address the required information and selection criteria outlined in the selection process section of this RFP. (Pages 4 – 5)

The response is to consist of two (2) bound hard copies and one (1) electronic pdf file on a USB flash drive and must be received in the CCA office no later than **4:00PM, Wednesday, October 5, 2022.**

Responses are to be submitted in a sealed envelope and include the firm name on the cover. Faxed or emailed submittals will not be accepted. Submitted material will be considered public information and will not be returned. CCA reserves the right to terminate the selection proceedings at any time.

Responses to be delivered to:

California Construction Authority (CCA),
1776 Tribute Road, Suite 220,
Sacramento, California 95815
Attn: Sean Slay

All selected qualified consultants/firms will be required to agree and conduct all projects in accordance with CCA's terms and conditions as presented in Appendix B.

It is the policy of the CCA to encourage the participation of Small Business Enterprises (SBEs) in all aspects of contracting to the maximum extent feasible. CCA has established participation goals of TWENTY FIVE PERCENT (25%) for SBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Further details of CCA SBE policy are included in Appendix C.

It is the policy of the CCA to encourage the participation of Disabled Veteran Owned Business Enterprises (DVBEs) in all aspects of contracting to the maximum extent feasible. Pursuant to State law, the CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Further details of CCA DVBE policy are included in Appendix D.

RFP Timeline

- August 18, 2022 - RFP issued
- September 16, 2022 @ 10:00 am – Mandatory Preproposal Meeting
- September 22, 2022 @ 5:00 pm - Deadline for Request for Clarifications (RFC's)
- October 5, 2022 @ 4:00 pm – RFP Responses Due
- October 19, 2022 – Notice of Award
- November 11, 2022 - Consulting contract begins

REQUIRED INFORMATION AND SELECTION CRITERIA

The CCA has established selection procedures for obtaining qualified firms to provide professional consulting services.

The criteria for determining and ranking the best-qualified professional consultants/firms will include the following items.

1. Professional experience of the Consultant/Firm, knowledge of applicable codes and regulations. (25%).
2. Staffing and resource capabilities, including principal and key personnel to be assigned to projects, including abridged resumes. Identify Team Members that will work on this project. Identify their role and experience with Facility Assessment projects in the Southern California and specifically in San Diego County. (15%)
3. Demonstrated ability to prepare work within fixed budgets and to meet time schedules. (15%)
4. Nature and quality of projects completed within the last three (3) years, include a minimum of five (5) examples. (10%)
5. Reliability and continuity of the firm (5%).
6. Geographical coverage. Area where majority of projects completed (5%).
7. Small Business and/or Disabled Veteran Business Enterprise status. See Appendix C and D. (5%)
8. List of Professional References. Minimum of three (3) references with contact information. (5%)
9. Fee Schedule. (10%)
10. Other considerations deemed relevant. (5%)

Firms that are interested may also submit copies of the following documents to support their submittal:

1. Brochure (optional)
2. Office of Small Business (SBE) & Disabled Veteran Business Enterprise (DVBE) and Certification (see Appendix C and D).
3. Letter of interest.

SUMMARY SHEET

Submitting Firm Name: _____

Contact Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

APPENDIX A

HISTORY & GENERAL INFORMATION

Agriculture – the growth and farming of food, flowers & fiber – is what originally brought San Diegans together for the annual fair. By holding competitions to see who grew the sweetest citrus, who baked the tastiest pie, and who had the fastest horse, the San Diego County Fair was born in 1880.

Just after the turn of the century, in an effort to promote and encourage local farming and industry, the California legislature formally organized agricultural associations throughout the state, and the 22nd District Agricultural Association (22nd DAA) was established in San Diego.

In 1936, the 22nd DAA purchased the property at the mouth of the San Dieguito River, now known as the Del Mar Fairgrounds, to host the annual county fair. That first year, more than 50,000 guests attended the San Diego County Fair's 10-day event. One year later the Del Mar Turf Club began leasing the racetrack for its annual live thoroughbred horse race meet, with the famous blue-eyed crooner Bing Crosby welcoming guests through the turnstiles.

Generations of San Diegans have made the annual fair and race meet part of their summer tradition. Today, the Del Mar Fairgrounds hosts a large variety of events across three distinct properties:

Del Mar Fairgrounds • 212-acre main campus and home to the administrative offices
Surf & Turf Recreational Facilities & RV Park • 48-acres just east of the Fairgrounds,
across Jimmy Durante Blvd.

Del Mar Horsepark • 64-acre equestrian center, located at Via de la Valle and El Camino Real.

Events hosted at the Fairgrounds fall into two categories:

Events produced by the 22nd DAA, the largest being the annual San Diego County Fair. Events and activities produced by third-party promoters, which range from concerts and festivals, trade shows and consumer expos, equestrian competitions and animal shows, sporting events, fundraisers, and personal celebrations. The Del Mar Thoroughbred Club is the largest tenant of the 22nd DAA, leasing on-site office space and operating two seasons of live thoroughbred horse racing.

Under the California Food and Agricultural Code, responsibility for managing the affairs of the District is assigned to a nine-member Board of Directors (the "Board") appointed by the Governor of the State of California.

San Diego County Fair Property Asset List 22nd District Agriculture Association

Code	Asset Description	FA Type	In Service
DAA000780	CAFETERIA BUILDING	BUILDINGS	12/31/1950
DAA000833	GEN WATER SUPPLY PIPE LN	WATER/SEWER SEEFN&EW	12/31/1952
DAA000835	ADMINISTRATION BUILDING	BUILDINGS	12/31/1953
DAA001146	PAT O'BRIEN - FLORICULTURE BUILDING	BUILDINGS	12/31/1980
DAA002323	MODIFY INFIELD BUILDINGS	BUILDINGS REMODELS	3/30/1992
DAA003602	BUILDING-ADMINISTRATION & BOX OFFICE	BUILDINGS	1/1/1993
DAA003603	DMTC ADMINISTRATION BUILDING	BUILDINGS	1/1/1991
DAA003604	BUILDING, ARENA-HORSESHOW	ARENA	5/1/1990
DAA003607	BUILDING, TICKET BOOTHS AT SSRP	BUILDINGS	1/1/1991
DAA003608	BUILDING-EXHIBITS, ENTRY & FLOWER SHOW OFFICES	BUILDINGS	1/1/1953
DAA003609	BUILDING-BARN A	BARNS	1/1/1985
DAA003610	BUILDING-BARN AA	BARNS	1/1/1985
DAA003611	BUILDING-BARN B	BARNS	12/31/1979
DAA003612	BUILDING-BARN BB	BARNS	1/1/1990
DAA003613	BUILDING-BARN C	BARNS	1/1/1992
DAA003614	BUILDING-BARN CC	BARNS	1/1/1992
DAA003615	BUILDING-BARN D	BARNS	1/1/1997
DAA003616	BUILDING-BARN DD	BARNS	1/1/1995
DAA003617	BUILDING-BARN E	BARNS	1/1/1999
DAA003618	BUILDING-BARN EE	BARNS	1/1/1998
DAA003619	BUILDING-BARN F	BARNS	1/1/1930
DAA003620	BUILDING-BARN FF	BARNS	1/1/1958
DAA003621	BUILDING-BARN G	BARNS	1/1/1930
DAA003622	BUILDING-BARN GG	BARNS	1/1/1958
DAA003623	BUILDING-BARN H	BARNS	1/1/1930
DAA003624	BUILDING-BARN I	BARNS	1/1/1930
DAA003625	BUILDING-BARN J	BARNS	1/1/1930
DAA003626	BUILDING-BARN JJ	BARNS	1/1/1958
DAA003627	BUILDING-BARN K	BARNS	1/1/1930
DAA003628	BUILDING-BARN KK	BARNS	1/1/1958
DAA003629	BUILDING-BARN L	BARNS	1/1/1930
DAA003631	BUILDING-BARN M	BARNS	1/1/1930
DAA003632	BUILDING-BARN MM	BARNS	1/1/1958
DAA003633	BUILDING-BARN N	BARNS	1/1/1930

DAA003634	BUILDING-BARN NN	BARNS	1/1/1958
DAA003635	BUILDING-BARN O	BARNS	1/1/1930
DAA003636	BUILDING-BARN OO	BARNS	1/1/1958
DAA003637	BUILDING-BARN P	BARNS	1/1/1930
DAA003638	BUILDING-BARN PP	BARNS	1/1/1958
DAA003639	BUILDING-BARN Q	BARNS	1/1/1930
DAA003640	BUILDING-BARN QQ	BARNS	1/1/1958
DAA003641	BUILDING-BARN R	BARNS	1/1/1930
DAA003643	BUILDING-BARN S	BARNS	1/1/1958
DAA003644	BUILDING-BARN SS	BARNS	1/1/1958
DAA003645	BUILDING-BARN T	BARNS	1/1/1958
DAA003646	BUILDING-BARN TT	BARNS	1/1/1958
DAA003647	BUILDING-BARN U	BARNS	1/1/1958
DAA003649	BUILDING-BARN VV	BARNS	1/1/1958
DAA003651	BUILDING-RESTROOMS	BUILDINGS RESTROOMS	1/1/1970
DAA003652	BUILDING-LAUNDRY	BUILDINGS RESTROOMS	1/1/1970
DAA003653	BUILDING-RESTROOMS	BUILDINGS RESTROOMS	1/1/1970
DAA003654	BUILDING-RESTROOMS	BUILDINGS RESTROOMS	1/1/1970
DAA003655	BUILDING-RESTROOMS	BUILDINGS RESTROOMS	1/1/1970
DAA003656	BUILDING-RESTROOMS	BUILDINGS RESTROOMS	1/1/1970
DAA003657	BUILDING-RESTROOMS	BUILDINGS RESTROOMS	1/1/1970
DAA003658	BUILDING-RESTROOMS	BUILDINGS RESTROOMS	1/1/1970
DAA003659	BUILDING-BING CROSBY HALL	BUILDINGS	1/1/1951
DAA003660	BUILDING-RECYCLING SHED	BUILDINGS	1/1/1985
DAA003661	BUILDING-PORTABLE TICKET BOOTHS (71 EACH)	BUILDINGS	1/1/1990
DAA003662	BUILDING-STORAGE	BUILDINGS	1/1/1965
DAA003663	BUILDING-MAINTENANCE STORAGE (2 BLDGS)	BARNS	1/1/1975
DAA003664	BUILDING-STORAGE-ELECTRICAL SHED (NEAR PUMPHOUSE)	BARNS	1/1/1970
DAA003665	BUILDING-SECURITY BOOTH	BARNS	1/1/1975
DAA003666	BUILDING-CABALLO HALL	BARNS	1/1/1993
DAA003668	BUILDING-COURTYARD OFFICES	BARNS	1/1/1964
DAA003669	BUILDING-DMTC MAINTENANCE SHOPS	BARNS	1/1/1975
DAA003670	BUILDING-DMTC VEHICLE SHELTER	BARNS	1/1/1970
DAA003671	BUILDING-EAST OFFICES (TRAILER)	TRAILERS	1/1/1991
DAA003672	BUILDING-EXHIBIT HALL	BARNS	1/1/1955
DAA003673	BUILDING-FIRE STATION GARAGE	BARNS	1/1/1990
DAA003674	BUILDING-FIRE STATION OFFICE	BARNS	1/1/1940
DAA003675	BUILDING-GRANDSTAND & CLUBHOUSE	BARNS	1/1/1994
DAA003676	BUILDING-OFFICES/RESIDENCES (8 STRUCTURES)	BARNS	1/1/1970

DAA003677	BUILDING-SHOP AND STORAGE (4 STRUCTURES)	BARNS	1/1/1970
DAA003678	BUILDINGS-SHOW STABLES & BARNS	BARNS	1/1/1970
DAA003679	BUILDING-INFIELD PAVILION	BARNS	1/1/1991
DAA003680	BUILDINGS-RESTROOMS (2)	BARNS	1/1/1990
DAA003681	BUILDING-TOTE BOARDS	BARNS	1/1/1975
DAA003682	BUILDINGS-2 WILL CALL BOOTHS AT MAIN GATE	BARNS	1/1/1970
DAA003683	BUILDING-RESTROOMS NEAR WILL CALL/MAIN GATE	BARNS	1/1/1949
DAA003684	BUILDING-SIGN SHOP	BARNS	1/1/1970
DAA003685	BUILDING-MAINTENANCE SHOPS	BARNS	1/1/1970
DAA003686	BUILDING-MISSION TOWER	BARNS	1/1/1992
DAA003687	BUILDING-MOTEL 6 (LIVING QUARTERS)	BARNS	1/1/1965
DAA003688	BUILDING-O'BRIEN PAVILION	BARNS	1/1/1980
DAA003689	BUILDING-SURFSIDE RACE PLACE	BARNS	1/1/1991
DAA003691	BUILDING-PUMPHOUSE	BARNS	1/1/1960
DAA003694	BUILDING-CAFETERIA/RECREATION FACILITY	BARNS	1/1/1940
DAA003695	BUILDING-WAREHOUSE	BARNS	1/1/1970
DAA003696	BUILDING-BARN W	BARNS	5/1/1990
DAA006769	BUILDING FOR WQI	BUILDINGS	12/31/2019
RTA000887	CARNIVAL RESTROOM BUILDING	BUILDINGS RESTROOMS	7/1/2000
RTA000928	RESTROOM BUILDING WHICH HOUSES INFIELD VIDEO BOARD	BUILDINGS	9/1/2000
RTA001461	HORSEPARK RESTROOM BUILDING	BUILDINGS RESTROOMS	9/1/2002
RTA002460	ROOF: ANNEX BUILDING	BUILDINGS ROOFS	9/1/2016

APPENDIX B

Exhibit A

EXAMPLE CALIFORNIA CONSTRUCTION AUTHORITY CONSULTANTS STANDARD AGREEMENT

THIS AGREEMENT is made this 11th day of November, 2022, by and between California Construction Authority hereinafter referred to as "CCA" or "Authority" and **Fair Consulting Inc.**, hereinafter referred to as "Consultant".

1. Purpose

Consultant shall provide professional services in connection with the **"Facility Audit" at the 22nd DAA/San Diego County Fair, CCA Project# 022-22-047.**

2. Scope of Work

Consultant shall provide said services set forth in Exhibit A attached hereto and incorporated herein ("Exhibit A"). Consultant shall provide said services as requested from time to time in writing by the Executive Officer.

3. Compensation

- a. Consultant shall be compensated for services performed pursuant to this Agreement at the rates set forth in Exhibit A.
- b. Subject to modifications or amendments authorized pursuant to Section 11 herein, the total compensation for services performed by Consultant, pursuant to this Agreement, shall not exceed **XXXXX AND 00/100 DOLLARS (\$XX,XXX.00)**.
- c. Payments shall be paid monthly in arrears for services performed during the previous month. CCA will make payment no later than the tenth (10th) day of the month following the month during which Consultant's invoice is received by CCA.
- d. Five percent (5%) of each monthly payment (for each project) may be subject to withholding as provided in Section 10346 of the California Public Contract Code. Consultant may substitute suitable securities for such retention as provided in Section 4590 of the California Government Code. The final payment for each respective project shall be made after review and approval by CCA of a final and comprehensive itemized statement for each respective project specifying the work performed under this Agreement and containing a certification that such work was done in conformance with this Agreement. The amounts paid to Consultant in accordance with this section shall constitute full and complete compensation for all services required by this Agreement.

4. Materials, Supplies and Equipment

22ND DAA - Facility Audit
CCA Project # 022-22-047

Except as otherwise specifically set forth herein, Consultant shall, at its sole cost and expense, furnish all materials, supplies, and equipment which is or may be required for performance of services pursuant to this Agreement.

5. Ownership

Consultant agrees that all work products including, but not limited to, professional and technical information, all work sheets, designs, drawings, reports, memoranda and all other tangible personal property of whatever nature developed in the performance of this Agreement shall be the sole property of the Authority, provided that Consultant may retain file copies of these work products. Consultant shall provide these work products to Authority upon request. If Authority uses Consultant's work products for a project other than the project for which the work products were developed, Authority shall hold harmless and indemnify Consultant from any liability for such use to the extent permitted by law.

Consultant will be responsible for materials and equipment needed by you to perform these services.

- a. Except as otherwise directed in writing by Authority, all said work products shall be produced in draft form, marked "WORKING DRAFT" and treated as not being public records subject to disclosure pursuant to Government Code Sections 6250 et seq.
- b. Consultant agrees that the information disclosed to you and any work products produced by you pursuant to this agreement are confidential and you will:
 - (1) Hold such information and work product in confidence;
 - (2) Use such information or work product only as needed for the work to be performed under this agreement;
 - (3) restrict disclosure of such information and work product to those employees and agents (if any) who need to know such information or see such work product in connection with the work performed hereunder, and cause such employees or agents to not disclose such information and work product;
 - (4) not copy or otherwise duplicate or distribute such information or work product or allow anyone else to copy or otherwise duplicate or distribute such information or work product except for the purposes of performing services under this agreement; and
 - (5) at Authority's request, promptly return to the Authority all then existing tangible information and work product and certify to the Authority that all other such information has been destroyed.

5.1 Copyright

Architect or Consultant irrevocably grants to CCA, California Fairs and State of California, any/each of them, a nonexclusive license to use any consultant copyrighted material submitted pursuant to this agreement. Such license shall include, but not be limited to, the right to use and reuse such copyrighted materials to construct the buildings or other matters covered by such copyrighted materials for additional use and to license such copyrighted materials for reuse. If the

holder of the license modifies any such copyrighted materials for reuse, then Architect or Consultant shall not be deemed to warrant any of such copyrighted materials so modified.

6. Limitation of Compensation

CCA is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as a result of the use by CCA of the work products referred to in Section 5 hereof, whether or not said use relates to the project for which said work product was prepared. CCA shall hold Consultant harmless if product is used for other than intended development.

7. Term of Agreement

The term of this Agreement shall commence on the date first written above and shall terminate on **January 20, 2023**, unless extended by mutual consent, in writing, by both parties or terminated as set forth herein.

8. Terms and Conditions

The Standard Form Terms and Conditions attached hereto as Exhibit B and incorporated herein ("Exhibit B") are made a part of this Agreement. Consultant's signature on this Agreement constitutes acknowledgement that Consultant has received said Terms and Conditions.

In the event of any inconsistency between any provision of this Agreement, including Exhibit B, and any provision of Exhibit A, the provisions of this Agreement, including Exhibit B, shall control. In the event of any inconsistency between any provision of this Agreement and any provision of Exhibit B, the provision of this Agreement shall control.

9. Exhibits

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

10. Notices

Notices to the parties shall be sent to Consultant in the following form and at the following address:

Fair Consulting Inc.
Attn: John Smith
123 Fair Drive
Del Mar, CA 92014
Phone: (714) 555-1234
Email: consultant@fairconsultinginc.com

Notices to CCA shall be sent to the following address:

California Construction Authority (CCA)
Attn: Randy Crabtree, Jr. Executive Officer
1776 Tribute Road, Suite 220
Sacramento, CA 95815-4410
Phone: (916) 263-6100
Fax: (916) 263-6116
Email: sslay@ccaauthority.org

11. Modification and Amendments

This Agreement may be modified or amended by mutual consent of Consultant and CCA, evidence in writing, and executed by the parties hereto.

12. Conflict of Interest

a. Definitions

(1) "Related Entity" includes all owners, directors, officers, and employees of Consultant and the immediate family members (including spouses, brothers, sisters, and children) of those owners, directors, officers and employees.

(2) A Consultant has a "Financial Interest" if it is reasonably foreseeable that Consultant or any Related Entity may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

b. Representations

(1) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest in any bidder, prospective bidder, contractor, subcontractor, or any other entity connected with or directly affected by the services to be performed by this Agreement.

_____	_____
(Name)	(Name)
_____	_____
(Address)	(Address)
_____	_____
(Relationship to Consultant)	(Relationship to Consultant)

_____ (initial and use a separate sheet of papers, if necessary).

(2) Consultant represents that it has made diligent inquiry of each Related Entity and that, except as listed below, neither it nor any Related Entity has a Financial Interest, or anticipates having a Financial Interest, in any contract made, or to be made, by CCA in which Consultant has advised CCA or has participated in preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications, or solicitations of bids.

_____	_____
(Name)	(Name)
_____	_____
(Address)	(Address)
_____	_____
(Relationship to Consultant)	(Relationship to Consultant)

_____ (initial and use a separate sheet of papers, if necessary).

- (3) Consultant represents that neither it nor any Related Entity will be a purchaser at any sale made by CCA during the term of this Agreement.
- (4) Consultant represents that neither it nor any Related Entity will be a vendor at any purchase made by CCA during the term of this Agreement.
- (5) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests for Designated Employees" is attached hereto as Exhibit _____ for each owner, director, and officer of Consultant, and for each employee of Consultant responsible for the performance of services under this Agreement.
- (6) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a completed "Form 700 Statement of Economic Interests for Designated Employees" shall be filed for any new owner, directors, or officers during the term of this Agreement.
- (7) Consultant represents that, if disclosure is required pursuant to subdivision c. below, a complete "Form 700 Statement of Economic Interests For Designated Employees" shall be filed for any new employee assigned to perform services under this Agreement; provided, however, that Consultant shall first obtain the consent of CCA for a assignment of any new employees to perform services under this Agreement.
- (8) Consultant represents that it will, and has, attempted to contact CCA to resolve any questions or ambiguities regarding the representations and disclosures required by this Section. Consultant makes the representations in this Section under penalty of perjury under the laws of the State of California.

c. Disclosures

- (1) CCA hereby determines that Consultant is hired to perform a range of duties that are limited in scope. A description of Consultant's duties is contained in "Exhibit A." Based upon that description, Consultant shall:

_____ Not be required to file a Form 700
_____ File a Form 700 and disclose pursuant to:
 _____ Category 1
 _____ Category 2
 _____ Category 3

California Fair Financing Authority Executive Director

(2) Disclosure Categories

Category 1: Persons designated in this category shall disclose all investments, business positions in business entities, interest in real property, and sources of

income, and also report business positions in business entities or persons who have filed a claim, or have a claim pending, against the CCA.

Category 2: Persons designated in this category shall disclose investments, business positions in business entities, and income from sources of the type which within the previous two (2) years have contracted with CCA to furnish services, supplies or materials.

Category 3: Persons designated in this category shall disclose: (a) investments and business positions in any business entity which, during the reporting period, was awarded or bid upon a contract of CCA for, or supplied to it under contract, materials, goods, supplies, or services; (b) interest in real property which, during the reporting period, was acquired by, leased, or otherwise used by CCA for any consideration; and (c) each source of income, provided the income was furnished by or on behalf of any person furnishing or offering to provide real or personal property or services to CCA as stated in subparts (a) or (b) above.

d. Public Record

This contract and all disclosure forms filed pursuant to this contract are public records as defined by Government Code Section 6250, et seq.

CALIFORNIA FAIR FINANCING AUTHORITY

CONSULTANT

By:

Randy Crabtree, Jr.
Executive Officer
1776 Tribute Rd., Suite 220
Sacramento, CA 95815-4410

By:

John Smith
Fair Consulting Inc.
123 Fair Drive
Del Mar, CA 92014

Federal ID Number

Exhibit B

CONTRACT STANDARD TERMS AND CONDITIONS

(Consulting Agreement)

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Authority.
2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
3. Indemnification. Consultant shall indemnify, protect, defend and hold harmless the State of California, the Authority, California Construction Authority, their members, officers, agents, servants and employees (collectively, the "Indemnitees") from and against any and all Losses (as defined below) arising directly or indirectly, in whole or in part, out of this Agreement or the performance of Consultant's duties under this Agreement, except where such "Losses" are due to the sole active negligence or willful misconduct of the Indemnitees or any of them. As used in this Agreement, "Losses" means claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement and actions of any kind (including, but not limited to, clean-up actions) and all costs and expenses incurred in connection therewith, including, but not limited to, actual attorney's fees and costs of defense."
4. Consultant not Agent. Except as Authority may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the Authority in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Authority to any obligation whatsoever.
5. Products of Consulting. All products of consulting shall become the sole property of the Authority and shall be delivered to the Authority before the end of performance under this Agreement.
6. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
7. Termination. This Agreement may be terminated by either party on forty-eight (48) hours written notice to the other; provided, however, if Consultant terminates this Agreement, Consultant shall complete any work assigned to Consultant prior to such termination being effective. The effective date of termination shall be the 48th hour of said written termination notice with no further action by either party.

In the event Authority abandons the project, upon written notification to the Consultant, this Agreement shall terminate. Consultant shall be entitled to the compensation earned by it through the date of termination, computed pro rata up to and including that date. Consultant shall be entitled to no further compensation as of the date of termination except as may be necessary to wind up any work in progress and to deliver products to the Authority. In no event shall the Authority be liable for lost profit.

8. Products to be delivered on Termination. In the event of termination of this Agreement, Consultant shall immediately deliver to Authority all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement, excepting any such material necessary for consultant to complete any work assigned prior to termination by Consultant. All such material shall be the sole property of the Authority.

9. Notices. Any and all notices, demands, requests, or other matters required by this Agreement or by law to be served on, given to, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified postage prepaid, addressed to the Authority or Consultant as provided in this Agreement. Either party may change his address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

10. INSURANCE.

A. General

The minimum insurance coverages and requirements set forth below shall be maintained by Consultant for the complete term of the Agreement with a licensed insurance carrier(s) acceptable to Authority (hereinafter "insurance requirements"). If Consultant fails to maintain any of the insurance requirements Authority may, but is not required to, obtain such insurance and deduct premiums due for same from any sums due Consultant under the Agreement. Failure of Authority to obtain such insurance shall in no way relieve Consultant of its responsibilities under this Agreement. In no event is Authority responsible for the payment of premiums or deductibles of the required coverages. The failure of Consultant to comply with any of the insurance requirements shall constitute a material breach of the Agreement by Consultant and enable Authority to, along with any other remedies available, terminate the Agreement.

It is the intent of the parties that Consultant's insurance coverage shall be primary and that any separate coverage available to Authority, the State of California, or the Fair (or County) named in the Agreement shall be secondary. Nothing contained in this Agreement shall be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of all damages resulting from Consultant's operations, acts, omissions or negligence.

B. Certificate of Insurance Requirement

Consultant shall furnish to Authority a Certificate of Insurance on a standard ACORD form, or other form acceptable to Authority, substantiating the required coverages and limits set forth above and also containing the following:

1. Thirty (30) days prior written notice to Authority of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and

2. The following statement with respect to the comprehensive general liability policy: "That Authority, the State of California, the Fair (or County) named in the Agreement, their agents, officers, servants, and employees are made additional insureds insofar as the operations under the Agreement are concerned."

C. Comprehensive General Liability

1. Comprehensive general liability insurance shall be maintained in a minimum amount of a combined single limit of \$1,000,000 (One Million Dollars) per occurrence as respects bodily injury and/property damage and must also include the following coverages: personal injury, broad form property damage, products and completed operations, contractual liability, losses related to independent contractors and equipment, and explosion, collapse and underground hazards (hereinafter "the liability policy").

2. Additional Insured Endorsement - The liability policy shall contain an endorsement in the form of ISO "Additional Insured - Owners, Lessees or Contractors, Form B" naming Authority, the State of California, and the Fair (or County) named in the Agreement as additional insureds. No modification of ISO Additional Insured Form B will be permitted.

3. The liability policy shall specify that (1) the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured and (2) it acts as primary insurance and that no coverage held by Authority, , the State of California, or the Fair (or County) named in the Agreement shall be called upon to cover, either in full or in part, any loss covered under it.

D. Professional Liability

If the fee for services to be provided under this Agreement exceeds \$20,000 (Twenty Thousand Dollars), Consultant shall maintain Professional Liability Insurance covering services and operations under this Agreement in the amount of \$500,000 (Five Hundred Thousand Dollars) per occurrence or in the amount of the fee for services, whichever is greater, with deductibles and exclusions acceptable to Authority. Such coverage is to be maintained for a period of not less than three (3) years following acceptance of work by Authority.

E. Workers' Compensation

1. Consultant shall be a qualified self-insurer pursuant to the requirements of the California Labor Code or shall maintain full workers' compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage in a minimum sum of \$1,000,000 (One Million Dollars), with either the State Compensation Insurance Fund or a licensed carrier.

2. If any injury occurs to any employee of Consultant for which the employee (or his dependents in the event of his death) may be entitled to compensation from Authority under

the provisions of said Act, an amount sufficient to such compensation shall be retained by Authority out of the sums due Consultant under the Agreement until such compensation is paid or it is determined that no compensation is due. If Authority is required to pay such compensation, the amount so paid will be deducted from the sums due Consultant.

3. If appropriate, Consultant shall execute the "No Employees Certification Form" attached.

F. Certified Copies of Policies

Upon request by Authority, Consultant shall immediately furnish to Authority a complete copy of any policy required herein, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

G. Automobile Liability Insurance

Consultant shall carry automobile liability insurance with a minimum coverage of \$500,000 per person and per accident for bodily injury and \$100,000 for property damage. Consultant shall either

(1) Provide Authority with a certificate of insurance on a standard form showing that Consultant maintains the required automobile liability insurance, that the insurer shall not terminate or modify coverage without twenty (20) days' advance written notice to Authority, and that Authority, the State of California and Fair where the work is performed are additional insureds; or

(2) Affirm in writing the name of Consultant's automobile liability insurer and policy number, the policy limits and effective dates of coverage, which the coverage will be kept in place for the duration of the Agreement, that Consultant has a valid driver's license, and that his or her vehicle is in proper operating condition.

11. Licenses. At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this Agreement, all licenses, permits and other entitlements required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

12. Attorney's Fees. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

13. Fair Employment. In the performance of this Contract, Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age* pursuant to Section 12940 et seq. of the Government Code. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious mental condition, marital status, sex or age. 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; terms, conditions or privileges of employment; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees

and applicants for employment, notices to be provided by the Authority setting forth the provisions of this Fair Employment provision.

Consultant will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission or the Authority for the purposes of investigation to ascertain compliance with the Fair Employment section of this contract.

Remedies for willful violation:

1. The Authority may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the California Fair Employment and Housing Act, and has issued an order, under Government Code Section 12970, which has become final, or obtained injunctive relief under Government Code Section 12973.

2. For willful violations of these Fair Employment provisions, the Authority shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the Authority in securing the goods or services hereunder shall be borne and paid by consultant and his surety under the performance bond, if any, and the Authority may deduct from any monies due or that thereafter may become due to Consultant, the differences between the price named in the contract and the actual cost thereof to the Authority.

* It is an unlawful employment practice for an employer to refuse to hire or employ, or to discharge, reduce, suspend, or demote any individual over the age of 40 on the ground of age, except in cases where the law complies or provides for such action...." (Government Code Section 12941)

Exhibit C

CERTIFICATE OF INSURANCE

Consultant to add here upon execution of Agreement.

See Section 10, Exhibit B, for Insurance Requirements

APPENDIX C

CALIFORNIA CONSTRUCTION AUTHORITY (CCA) PARTICIPATION GOALS FOR SMALL BUSINESS ENTERPRISES (SBE)

PROGRAM STATEMENT

1. It is the policy of the CCA to encourage the participation of Small Business Enterprises (SBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of SBEs.

CCA has established participation goals of TWENTY FIVE PERCENT (25%) for SBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Therefore, each selected firm must meet these goals or must make a "good faith effort" to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which CCA determines that the consultant is non-responsive, making the consultant ineligible for awards under the contract. The CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The consulting firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a SBE are encouraged to complete a bidder's application SBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting consultant/firm is a SBE.

A. Yes [] No []

Certification No. _____

Certified By: _____

Expiration Date: _____

B. Percentage of contract responsibility to be performed by responding firm:

- C. If certified SBE subcontractor's suppliers and/or third parties will be used to perform any or all of the contract, please state name of firm, service or commodity to be provided, and the percentage of contract responsibility.

NAME OF FIRM	SBE #	SERVICE OR COMMODITY	% OF RESPONSIBILITY

4. All submitting Firms must select the appropriate certification, date and sign.

Firm **listing** SBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each firm set forth in this bid as a SBE is such an enterprise.

Firm **not** meeting the Authority's participation goals:

I hereby certify that I have made a "good faith effort," as defined by section, to meet the SBE participation goals for this contract.

Firm **not** using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet SBE participation goals.

Bidders

This declaration is executed on this ____ day of _____, _____, in _____ California.

Signature

Print

APPENDIX D

DISABLED VETERAN OWNED BUSINESS ENTERPRISES (DVBE)

CALIFORNIA CONSTRUCTION AUTHORITY (CCA) PARTICIPATION GOALS FOR DISABLED VETERAN OWNED BUSINESS ENTERPRISES (DVBE)

PROGRAM STATEMENT

1. It is the policy of the CCA to encourage the participation of Disabled Veteran Owned Business Enterprises (DVBEs) in all aspects of contracting to the maximum extent feasible. This policy constitutes a commitment to increase the utilization of DVBEs.

Pursuant to State law, the CCA has established participation goals of THREE PERCENT (3%) for DVBE. In awarding any contracts, the Authority will consider the efforts of a consultant to meet these goals. Therefore, each Bidder must meet these goals or must make a "good faith effort," as defined by Section 10115 et seq. of the Public Contract Code, to meet these goals. Failure to meet these goals, or to make a good faith effort, may form the basis upon which Authority determines that the consultant is non-responsive, making the consultant ineligible for awards under the contract. The CCA reserves the right to exempt certain contracts from the participation goals, as it is the Authority's policy to attempt to achieve these participation goals on an annual basis.

2. The consulting firm, and its vendors, suppliers, and their subcontractors who feel they may qualify as a DVBE are encouraged to complete a bidder's application DVBE certification form which is available at:

Department of General Services
Office of Small Business and DVBE Services
707 Third Street
West Sacramento, CA 95605
(916) 375-4940

3. Please indicate whether or not the submitting consultant/firm is a DVBE.

A. Yes [] No []

Certification No. _____
Certified By: _____
Expiration Date: _____

- B. Percentage of contract responsibility to be performed by responding firm:

- C. If certified DVBE subcontractor's suppliers and/or third parties will be used to perform any or all of the contract, please state name of firm, service or commodity to be provided, and the percentage of contract responsibility.

NAME OF FIRM	DVBE #	SERVICE OR COMMODITY	% OF RESPONSIBILITY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. All submitting Firms must select the appropriate certification, date and sign.

Firm **listing** DVBE participation:

I hereby certify that I have made a diligent effort to ascertain facts with regard to the representations made herein, to the best of my knowledge and belief, each firm set forth in this bid as a DVBE is such an enterprise as defined in section 10115.1 of the State Public Contract Code.

Firm **not** meeting the Authority's participation goals:

I hereby certify under penalty of perjury under the laws of the State of California that I have made a "good faith effort," as defined by section 10115.2 of the State Public Contract Code, to meet the DVBE participation goals for this contract.

Firm **not** using outside services:

I hereby certify that no work or material is to be supplied by an outside source and therefore are unable to meet DVBE participation goals.

Bidders

This declaration is executed on this ____ day of _____, _____, in _____ California.

Signature

Print

APPENDIX E

California Department of General Services Infrastructure Study Guidelines

1. Infrastructure assessments do not need to be holistic (whole building) – building systems or even component parts can be evaluated.
2. The scope of work, methodology, assumptions, and exclusions for assessments need to be clearly documented.
3. Assessments must provide cost data conforming to the following requirements:
 - a. Utilizing prevailing wage rates.
 - b. Utilizing the state's escalation assumption of 5 percent, annually. Escalation shall be the start and midpoint of construction. Alternatively, costs can be reflected at the point of estimation, with escalation costs provided by the state.
 - c. Soft costs shall be provided by the state, not the estimator.
 - d. Scopes of work for estimating, including assumptions and exclusions, shall be detailed.
 - i. Scopes of work shall conform to all applicable state and agency policies and requirements.
 1. For new construction, this includes applicable state policies such as Zero Net Energy, childcare requirements, energy efficiency requirements, and electric vehicle charging infrastructure. Standardized estimating systems for new construction, such as the Marshall Valuation Service, can be utilized but must be adjusted to account for state or agency mandates.
 - ii. For repairs, all corollary or incidental work that is necessary to accomplish the repair, including additional work required by code as a result of the repairs, must be included in the estimate or specifically listed as an exclusion.
4. When assessing multiple buildings, or building systems within a group of buildings, a common methodology which provides a consistent identification, evaluation, and reporting of deficiencies must be utilized.

5. To the extent that Facility Condition Assessments (FCA) (or similar holistic building evaluation methodology) are to be employed as a methodology, the following additional criteria shall be adhered to:

- a. Firms conducting the FCAs are to be provided a scope of work that specifies that the main objective of the facilities condition assessment is to measure the condition and functionality factors that make both the building and its infrastructure of adequate condition and appropriate for intended functions.
- b. Firms shall, at a minimum:
 - i. Provide an inspection of facilities highlighting physical deficiencies.
 - 1. Physical inspections shall begin with data gathering. Where applicable, data to be collected should include a space inventory, building/infrastructure drawings, completed and pending deferred maintenance lists, prior assessments, and recent building reports.
 - 2. Visual inspections shall be conducted by appropriately licensed professionals, as applicable, and shall include recorded observations from maintenance staff.
 - ii. Assist in identifying deferred and ongoing maintenance needs.
 - 1. Data collected shall be summarized in a clear manner, consistently across buildings/systems, and in conformity to industry standards.
 - 2. Existing deficiencies identified shall be categorized and made sortable. To the extent practical, deficiency lists shall be categorized by building system, impact to the building, and probability of failure.
 - 3. An evaluation as to the completion of regular maintenance shall be performed.
 - iii. Specify costs for both a building renovation, as well as costs for building replacement.
 - iv. Develops cost forecasts and schedules for correction of physical deficiencies.
- c. Buildings must be similar enough to generate a comparison. For example, office and warehouse spaces should not be compared against each other to form a ranking/hierarchy.
- d. Buildings in temporary use should not be evaluated unless expected to be converted to permanent use or otherwise planned to be occupied long-term.

- e. When buildings are evaluated, a Facilities Condition Index (FCI) shall be established. An FCI is the cost to repair all identified deficiencies from the FCA divided by the building replacement cost and is expressed as represented by a percentage from 0% to 100%
- f. The resultant FCI shall then be rated using a four-part scale (GOOD, FAIR, POOR, and CRITICAL).
- i. Because there is no industry standard scale, the specific range of FCIs associated with each rating shall be developed by the agency and A&E firm undertaking the FCAs. The ranges shall generally depend upon the degree of investigation performed and whether specific FCA models/methods were employed.
 - ii. The following four-part rating system should be utilized for evaluation and prioritization of infrastructure:

Good	Fair	Poor	Critical
0-15%	16-25%	26-60%	60%+

22nd DAA – Main Campus



22nd DAA – Horse Park

