

## GIFT AGREEMENT

This gift agreement (the “Agreement”), effective as of April 21, 2020 (the “Effective Date”), is entered into by The Helen Diller Foundation (the “Donor” or “Foundation”) and The Regents of the University of California, on behalf of the Berkeley campus (“UC Berkeley”). (Each of the Donor and UC Berkeley shall be referred to individually in this Agreement as a “Party,” and collectively they shall be referred to as the “Parties.”)

WHEREAS, the Foundation, a California nonprofit public benefit corporation qualified as a private foundation under Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the Donor and UC Berkeley have entered into a Memorandum of Understanding, as amended (the “MOU”) and have begun predevelopment activities related to the Donor’s intent to construct and then donate to UC Berkeley improvements consisting of a visionary, state-of-the-art, student residential housing facility which may include ground floor retail space (the “Project”). For purposes of this Agreement, the Project includes the Foundation’s (or its wholly owned subsidiary’s) donation of the improvements to UC Berkeley.

WHEREAS, the Project, if approved by the University of California Board of Regents (“Board of Regents”), will be constructed on land owned by UC Berkeley at the intersection of University Avenue and Oxford Street in the City of Berkeley, which is more particularly described on Exhibit A attached hereto (the “Property”);

WHEREAS, the Donor wishes to pledge to donate the Project on terms and conditions set forth in this Agreement that will attach to the Donor’s donation of the Project should the Board of Regents approve the Project; and

WHEREAS, with gratitude and in consideration of the Donor’s generosity in planning to construct and donate the Project, UC Berkeley wishes to accept such donation upon the terms and conditions set forth in this Agreement should the Board of Regents approve the Project.

NOW, THEREFORE, in consideration of the promises hereinafter made to each other, the Parties hereto agree as follows:

### 1. COMMITMENT

1.1 Expenses and Work Product. If the Board of Regents does not approve the Project or if the Donor does not proceed with the design and construction of the Project for any reason:

- (a) The Donor may present evidence of its documented expenses to the University Development and Alumni Relations (UDAR) of UC Berkeley and, upon receipt of such evidence, UC Berkeley shall count and acknowledge such expenses as gifts from the Donor; and
- (b) The Donor agrees to provide to UC Berkeley copies of all third party prepared design, evaluative or other work done in furtherance of the

Project, including, but not limited to, site inspection reports and architectural drawings (collectively, the “Third Party Documents”); provided, that the Donor will make a reasonable effort to obtain permission from such third parties to provide such copies to UC Berkeley and any copies so provided shall be “as is” and without any representation or warranty of any kind, whether express, implied, statutory or otherwise.

1.2 Project. If the Board of Regents approves the Project:

- (a) Subject to the terms and conditions set forth in this Agreement, the Donor hereby irrevocably agrees and pledges to donate the Project to UC Berkeley, when it is complete as specified in the terms of the license granted to Donor (or its subsidiary) to construct the Project.
- (b) The Donor estimates that it will spend at least the amounts described on the preliminary budget attached hereto as Exhibit C for design, construction and other costs and expenses associated with completing the Project (the “Estimated Expenditures”).
- (c) When the Donor donates the Project to UC Berkeley, the Donor shall provide to UC Berkeley information about the total expenditures for the Project so that UC Berkeley can provide Donor gift credit for any amounts spent over and above the Estimated Expenditures.

1.3 Completion of Project. Nothing in this Agreement requires, obligates or guarantees that the Donor shall proceed with, or complete, the design and construction of the Project until Donor (or its subsidiary) has entered into the Construction License (as defined in the MOU) and commenced construction of the Project, as determined in Donor’s sole and absolute discretion.

1.4 Binding Commitment. The Donor agrees that the commitment to donate the Project, as provided in this Agreement, is a binding commitment on the part of the Donor, its successors and assigns.

## 2. **TERMS AND CONDITIONS.**

2.1 The Parties agree that once the Project is donated to UC Berkeley:

- (a) UC Berkeley shall maintain and operate the Project subject to the terms and conditions specified in the Management and Operating Agreement, attached hereto as Exhibit B and hereby incorporated by reference (the “Management Agreement”) during the term of said agreement;
- (b) If pursuant to the Management Agreement during the term of said agreement revenues from the Project are available to fund scholarships, then UC Berkeley shall provide scholarships to students subject to the terms and conditions specified in Management Agreement.

- (c) Project Governance. Certain major decisions regarding the ongoing management of the Project shall be decided as described in the Management Agreement during the term of said agreement.

### **3. DONOR REPRESENTATIVE**

- 3.1 The donor representative (the “Donor Representative”) shall be Jaclyn Safier or her designee. Upon the resignation, death or incapacity of Jaclyn Safier, the Donor Representative shall be such individual as is appointed by the Board of Directors of the Foundation, provided that if the Board of Directors of the Foundation has not appointed a Donor Representative, the Board of Directors of the Foundation shall hold and may exercise all rights of the Donor Representative provided in this Agreement until a Donor Representative is so appointed. The Donor Representative shall appoint the Donor’s members of the Project Advisory Board.

### **4. NAMING**

#### **4.1 Right to Name.**

- (a) The Project shall be known as THE HELEN DILLER ANCHOR HOUSE (the “Name”), upon the announcement of the Gift and thereafter in perpetuity.
- (b) All particulars related to signage and the design of the Name (and any other names selected by Donor pursuant to Section 4(c) and 4(d) below) for branding and marketing purposes, as well as the process for transitioning to use of the name on signage, print and online communications, letterhead, business cards, e-mail signature blocks, press releases, materials relating to any UC Berkeley sponsored activity at the Project and the like shall be determined by the Donor consistent with UC Berkeley’s signage and branding guidelines and policies. And, once such particulars are determined, UC Berkeley shall thereafter ensure such particulars are used by UC Berkeley or all such branding and marketing purposes in perpetuity, unless modified by mutual written agreement of the Parties, in their respective sole discretion.
- (c) The scholarship program described in Section 2.1(b) shall be known as “The Helen Diller Scholarship” and the students receiving such scholarships shall be known as “Helen Diller Scholars.”
- (d) In addition to naming the Project, the Donor shall have the on-going right to name any interior or exterior portion or portions of the Project, including, without limitation, meeting rooms, common areas and dining facilities, with names selected by the Donor (which need not include the Name), subject to the approval of any such naming by the Chancellor of the Berkeley campus and as long as such naming otherwise complies with any applicable UC Berkeley policies (including any specific Berkeley

campus policies and guidelines) regarding naming at UC Berkeley as may exist at the time of such requested naming. Donor has requested and UC Berkeley has approved Donor electing to name, in Donor's discretion, the culinary library in the Project for Alice Waters. If Donor elects to do so, the room may be called the Alice Waters Library, the Alice Waters Culinary Library or other similar name.

- (e) The cost for placing and maintaining any naming in accordance with this Agreement, and any additional incidental costs of the use of the name, shall be the sole responsibility of UC Berkeley.

4.2 Approval of Naming. UC Berkeley confirms that the naming of the Project pursuant to this Agreement, and all other provisions and requirements regarding naming set forth in this Agreement, comply with any applicable UC Berkeley policies regarding naming at UC Berkeley (including any specific Berkeley campus policies and guidelines) as may exist at the Effective Date of this Agreement. To the extent any provision of Section 4 of this Agreement is in conflict with or contrary to such applicable policies, as currently formulated or as revised in the future, this Agreement shall control.

4.3 Alterations to Facilities after the Project is Donated.

- (a) If any building or buildings which comprise the Project, as described in this Agreement, are voluntarily or otherwise destroyed, in whole or in part, during the term of the Management Agreement, UC Berkeley shall repair and/or replace such building or buildings consistent with the specifications in the Management Agreement. The repaired or restored building or buildings shall, consistent with the terms of this Agreement, also be known as THE HELEN DILLER ANCHOR HOUSE, unless otherwise approved in advance in writing by the Donor Representative.
- (b) If any building or buildings which comprise the Project, as described in this Agreement, are substantially renovated or cease to exist and are replaced by another building or buildings operated by UC Berkeley and operated by UC Berkeley for the same or similar purposes as the Project, the replacement building or buildings similarly shall be identified as THE HELEN DILLER ANCHOR HOUSE, in accordance with this Agreement.
- (c) Unless otherwise approved by the Donor Representative, and notwithstanding Section 4.3(b) above, if at any time any building that is part of the Project or any replacement building(s) operated by UC Berkeley ceases to be used for residential housing, then the name of such facility (or replacement building(s)) shall be modified to reflect the subsequent use or location, but shall include the name "Helen Diller."

4.4 Effect if Name is Changed. UC Berkeley recognizes that, if the Project described herein is not named in honor of Helen Diller in accordance with this Agreement

or if her name is removed from the name of the Project other than pursuant to 4.5 below, or if UC Berkeley fails to comply with any other provisions and requirements regarding naming set forth in this Agreement, UC Berkeley shall be in breach of this Agreement, and the Foundation shall have such rights as set forth in Section 7.1, below, subject, however, to Section 7.2 below.

- 4.5 Rights Regarding Helen Diller's Name. The Donor in its discretion and at any time shall have the right, by written notice to UC Berkeley, to remove Helen Diller's name from the name of the Project and this shall terminate the Parties naming and publicity rights and obligations pursuant to Section 4 et seq. and Section 5 et seq. of this Agreement with respect to the Project.
- 4.6 No Other Naming Rights. In no event shall UC Berkeley offer naming rights to any other party with respect to the Project or any portion thereof without the prior written approval of the Donor, in its sole and absolute discretion.

## 5. PUBLICITY

### 5.1 Announcement.

- (a) At a mutually agreed upon date following the execution of this Agreement, the Project shall be publicly announced in accordance with this Section 5 of the Agreement.
- (b) UC Berkeley shall publicly announce the Project and the naming of the Project with advance written approval of any such publicity, and the content thereof, from the Donor Representative.
- (c) UC Berkeley shall use the name of the Foundation in any public announcement of the Project, provided that permission for such announcement has been obtained in accordance with Section 5.1(b) of the Agreement.

- 5.2 Ongoing Recognition and Publicity. Promptly upon the announcement of the Project, UC Berkeley shall develop and implement, in consultation with and subject to the advance approval of the Donor Representative, a plan to further publicize the Project and recognize the Donor's generosity with an aim toward honoring the Donor family legacy and inspiring others toward similar philanthropy (the "Promotion Plan"). UC Berkeley shall review at least annually, or upon request by the Donor Representative, the Promotion Plan and shall amend it periodically, in consultation with and subject to approval by the Donor Representative, to ensure that the naming rights set forth in this Agreement are being implemented and that the terms and conditions described in Section 2, above, are being carried out. It is the Parties' intent that UC Berkeley shall make full use of the example of philanthropy presented by this Project.

## 6. REPORTING OBLIGATIONS

- 6.1 UC Berkeley shall make available, on at least an annual basis or more frequently if requested by the Donor, a representative or representatives knowledgeable on the relevant issues pertaining to the Project and this Agreement to answer any questions from the Donor or the Donor Representative regarding the Project and the terms and conditions set forth in this Agreement.
- 6.2 The Donor, at its own expense, may conduct, on no more frequently than an annual basis, its own evaluation of the use of the Project, including a formal audit of the expenditures related to the Project, conducted by an accounting firm solely chosen by the Donor.

## 7. MISCELLANEOUS PROVISIONS

- 7.1 Breach. Upon any breach of this Agreement by UC Berkeley, the Donor may thereupon seek specific performance and/or injunctive relief or equitable remedies akin to injunctive relief for the purpose of enforcing the terms of this Agreement as the sole remedies (and the Donor may not seek money damages, restitution or rescission of this Agreement), subject to the procedures outlined in Section 7.2 below.
- 7.2 Dispute Resolution
- (a) Informal Dispute Resolution. If Donor or UC Berkeley believes that a breach by the other of the terms of this Agreement has occurred, and such alleged breach either is not curable or not cured within 30 days after written notice of the breach, the parties will enter into immediate consultations regarding a resolution appropriate under the circumstances to mitigate the effects of the alleged breach. If Donor or UC Berkeley fails to agree on an appropriate resolution within a reasonable time period (not to exceed 90 days) or if Donor or UC Berkeley agree on a remedy that is not promptly implemented, then the matter shall be submitted to a mediator (“Mediator”) for resolution. Donor and UC Berkeley shall act in good faith and reasonably in such consultations and mediation. The designation of the Mediator and the procedures to be followed in the mediation shall be agreed upon by Donor and UC Berkeley.
- (b) Formal Dispute Resolution. If Donor or UC Berkeley, with the assistance of the Mediator, fails to agree on an appropriate resolution within a reasonable time period (not to exceed 90 days) or if the parties, with the assistance of the Mediator, agree on a resolution that is not promptly implemented, then the matter shall be settled by arbitration in Berkeley, California by JAMS – The Resolution Experts (“JAMS”), under the

Commercial Arbitration Rules of JAMS then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

- 7.3 Standing. UC Berkeley agrees and acknowledges that the Donor shall have standing to enforce the terms and conditions provided herein directly against UC Berkeley.
- 7.4 Governing Law. This Agreement is to be governed by and construed according to the laws of the State of California, excluding any such laws which direct the application of laws of any other jurisdiction.
- 7.5 Severability. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
- 7.6 No Implied Waivers. Failure by any Party at any time to require performance by any other Party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any Party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision, nor constitute a waiver of the provision itself.
- 7.7 No Assignment. Except as provided in this Agreement, no Party may assign its rights, nor delegate its obligations under this Agreement, without the prior written approval of the other Parties.
- 7.8 Relationship of the Parties. The Parties are independent contracting parties, and nothing contained in this Agreement is intended or shall be deemed to create a partnership, joint venture or agency relationship between them, nor does it grant any Party any authority to assume or create any obligation on behalf of or in the name of any other Party.
- 7.9 Notices. Unless otherwise agreed to in writing by the Parties, any notice required or permitted to be given by any Party under or in connection with this Agreement shall be in writing to the addresses indicated below for each Party (each as amended by such Party from time to time) and shall be deemed duly given when personally delivered, or sent by registered or certified mail, return receipt requested, postage prepaid, or by expedited courier service, or by facsimile or electronic mail upon receipt of confirmation that the transmittal has been successful.
- 7.10 Entire Agreement. This Agreement, along with the documents referenced in it, constitutes the entire agreement among the Parties relating to the subject matter covered herein and cancels and supersedes all previous agreements between the

Parties relating to the subject matter covered herein. Any modification to this Agreement must be in writing and signed by all Parties.

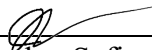
- 7.11 Binding Agreement and Execution in Counterparts. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by delivery of a facsimile or electronically recorded copy (including a .pdf file or through DocuSign) bearing a copy of the signature of a party will constitute a valid and binding delivery of this Agreement by such party. Such copies will constitute enforceable original documents.
- 7.12 Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- 7.13 Authority to Sign. Each of the Donor and UC Berkeley certifies that its undersigned representative is fully authorized by the Party he or she represents to enter into this Agreement, to execute it on behalf of that Party, and to legally bind the Party on whose behalf he or she executes this Agreement.

*Remainder of page left blank; signature page follows*




IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as indicated below.

The Helen Diller Foundation  
1900 S. Norfolk Street, Suite 150  
San Mateo, California 94403

By: \_\_\_\_\_  
Jaclyn Safier, President

The Regents of the University of California fbo  
University of California, Berkeley

By: \_\_\_\_\_  
Carol T. Christ  
Chancellor

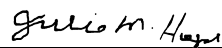
By: \_\_\_\_\_  
Julie M. Hooper  
Vice Chancellor, University Development  
and Alumni Relations  
1995 University Ave. Suite 401  
Berkeley, CA 94720

EXHIBIT A

Property

## EXHIBIT A

The land referred to is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

### Parcel One:

Commencing at the point of intersection of the Eastern line of Walnut, formerly Home Street, with the Southern line of Berkeley Way, and running thence Southerly and along said line of Walnut Street 45 feet; thence at right angles Easterly 50 feet; thence at right angles Northerly 45 feet to the Southern line of Berkeley Way; thence at right angles Westerly and along said line of Berkeley Way 50 feet to the point of beginning.

Being a portion of Lot numbered 20 in Block marked "B" as said lot and block are delineated and so designated upon that certain Map entitled "Map of Villa Lots adjacent to University Site on the West" filed September 9, 1872 in Liber 3 of Maps, Page 4 in the Office of the County Recorder of Alameda County.

APN: 057-2045-001

### Parcel Two:

Beginning at a point on the Southern line of Berkeley Way, distant thereon fifty feet Easterly from the point of intersection thereof with the Eastern line of Home Street, as said Way and Street are shown on the Map hereinafter referred to; running thence Southerly at right angles to said line of Berkeley Way, one hundred thirty-four feet; thence at right angles Easterly one hundred ten feet six and one-half inches; more or less to a point on the Eastern line of Oxford Street as said street now exists; thence Northerly along said line of Oxford Street, one hundred thirty-four feet, four inches, more or less, to the point of intersection thereof with the said Southern line of Berkeley Way; and thence Westerly along said last named line one hundred twenty feet, more or less, to the point of beginning.

Being a portion of Lots Numbered 20, 21 and 23, in Block lettered "S", as said lots and block are delineated and so designated upon that certain Map entitled, "Map of Villa Lots adjacent to University Site on the West", filed September 9, 1872 in Liber 3 of Maps, at Page 4, in the Office of the County Recorder of Alameda County.

APN: 057-2045-002

### Parcel Three:

Beginning at a point on the Northern line of University Avenue distant thereon Easterly 108 feet from the intersection thereof with the Eastern line of Walnut formerly Home Street, as said Street and Avenue are shown on the map hereinafter referred to; running thence Northerly at right angles to said line of University Avenue 115 feet; thence at right angles Easterly 52.305 feet to the Western line of Oxford Street; thence Southerly along said line of Oxford Street

115.28 feet, to the Northern line of University Avenue; and thence Westerly along said line of University Avenue 44.23 feet to the point of beginning.

Being Lot No. 22 in Block lettered "B" as said lot and block are delineated and so designated on that certain map entitled "Map of Villa lots adjacent to the University Site on the West" filed September 9, 1872 in Liber 3 of Maps, Page 4, in the Office of the County Recorder of Alameda County, excepting the portion of said Lot 22, included in the above-named Oxford Street.

APN: 057-2045-003

Parcel Four:

Being Lots 24 and 25 in Block "B", Map of villa Lots adjacent to University Site on the West, filed September 9, 1872 in Book 3 of Maps, Page 4, Alameda County Records.

Beginning at the point of intersection of the Northerly line of University Avenue, with the Easterly line of Walnut Street (formerly Home Street) running thence Easterly along said line of University Avenue 108 feet; thence Northerly and parallel with Walnut Street 115 feet; thence Westerly and parallel with University Avenue 108 feet; thence Southerly along the Easterly line of Walnut Street 115 feet to University Avenue and the point of beginning.

APN: 057-2045-004

Parcel Five:

A portion of Lot 21 in Block B, as said Lot and Block are shown on the "Map of Villa Lots, adjacent to University Site on the West" filed September 9, 1872 in Map Book 3, Page 4, Alameda County records as follows:

Beginning at a point on Eastern line of Walnut Street, formerly Home, distant thereon Southerly 89 feet from the intersection thereof with the Southern line of Berkeley Way, as said Street and Way are shown on the map herein referred to; running thence Southerly and along said line of Walnut Street, 45 feet; thence at a right angle Easterly, 50 feet; thence at a right angle Northerly 45 feet; thence at right angle Westerly 50 feet to the point of beginning.

APN:057-2045-005

Parcel Six:

Portion of Lot Numbers 20 and 21, Block "B", Map of Villa Lots, filed September 9, 1872, Map Book 3, Page 4, Alameda County Records, described as follows:

Beginning at a point on the Eastern line of Home Street, distant thereon Southerly 45 feet from the point of intersection thereof with the Southern line of Berkeley Way, as said Street and ay are shown on the map herein referred to; running thence southerly along said Eastern line of Home Street, 44 feet; thence at right angles Easterly, 50 feet; thence at right angles Northerly 44 feet; thence at right angles Westerly 50 feet to the point of beginning.

APN: 057-2045-006

EXHIBIT B

Management and Operating Agreement

## MANAGEMENT AND OPERATING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into, for reference purposes only, as of this 21st day of April, 2020 by and between The Regents of the University of California, a California public corporation ("Owner") and Oski 360, LLC, a California limited liability company ("Oski"), which is a wholly owned subsidiary of The Helen Diller Foundation, a California nonprofit public benefit corporation (the "Foundation").

### RECITALS

- A. Owner is the owner of certain real property located in the City of Berkeley, California, which real property is more particularly described on Exhibit A attached hereto (the "Real Property," and, together with the improvements to be constructed thereon as more particularly described in this Agreement, are herein referred to as the "Property").
- B. Owner and the Foundation (or Oski, as applicable) have previously entered into or intend to enter into a Gift Agreement dated \_\_\_\_\_ outlining the terms of the Foundation's donation to the Owner ("Gift Agreement"), a Memorandum of Understanding dated December 26, 2018 as amended ("MOU") and a Construction License addressing construction of the Project on the Real Property ("Construction License").
- C. Pursuant to the Gift Agreement, the MOU and the Construction License, it is anticipated that Oski shall construct certain improvements to be located on the Real Property, consisting of a multi-purpose building designed for residential, retail and commercial uses and occupying approximately \_\_\_\_\_ gross square feet (the "Project"), which improvements, upon completion, are to be donated by Oski to Owner.
- D. In consideration of the Foundation (or Oski) developing the Project and donating the Project to Owner, Oski and the Foundation require that the Project be maintained and operated in the manner and according to the standards described in this Agreement, and Owner is willing to satisfy such requirements.

NOW, THEREFORE, IN CONSIDERATION OF the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Oski agree as follows:

### ARTICLE I TERM

TERM. The term of this Agreement (the "Term") shall commence on the date that is ninety (90) days prior to substantial completion of the Project (as confirmed by a written acknowledgement executed by Owner and Oski) or on such other date as is agreed to by Owner and Oski (but in no event later than the date on which Oski conveys the Project to the Owner and Owner accepts the conveyance of the Project) (the "Effective Date") and shall continue until the date that is the ninety-ninth (99<sup>th</sup>) anniversary of the Effective Date. The Owner and Oski each acknowledge and agree that the Owner is required to comply with the requirements of the California Environmental Quality Act (CEQA) prior to proceeding with any development of the Project. Owner and Oski further acknowledge and agree that upon conveyance by Oski to Owner

of title to the Project, Oski shall have no further liability or obligations with respect to the Project or any component thereof and Owner shall assume all such liabilities and obligations arising from and after the date of such conveyance except to the extent of any liabilities or obligations retained by Oski pursuant to this Agreement or the Construction License.

## **ARTICLE II**

### **MANAGEMENT STANDARD**

Owner shall, or shall cause the Project to be managed, operated, maintained and leased in a manner consistent with the quality and design intent of the Project (including all elements of the Project, including, but not limited to, the furniture, fixtures and equipment (in common areas and in the residential units), landscaping specifications, and all signage, including paint colors, materials and other specifications) when it is first delivered to UCB (which is intended to be a class A/first class mixed use residential/retail project consistent with projects built in the San Francisco Bay Area to similar specifications as the Project and managed and operated in a manner consistent with the standards contemplated by this Agreement) and in accordance with the performance standards set forth in Exhibit B attached hereto (collectively, the “Management Standard”) and the experience plan attached hereto as Exhibit C (the “Experience Plan”), which shall constitute a definition of class A/first class mixed use residential/retail project. Management of the Project in accordance with the Management Standard shall be deemed to be consistent with the quality and design intent of the Project and consistent with a class A/first class mixed use residential/retail project. Owner and Oski acknowledge that the Management Standard is not intended to be static and shall evolve over time to incorporate changes in such standards of practice over time. Changes to the Management Standard may be proposed by the Owner or Oski to the Project Advisory Board (as herein defined) at any time or may be incorporated into the annual Operations Plan submitted in accordance with Article VI. Changes to the Management Standard will be considered by the Project Advisory Board and if approved by the Project Advisory Board will become the applicable Management Standard. In the event that Owner fails to manage, operate and maintain the Project in accordance with the Management Standard, as such Management Standard may be amended from time to time, Oski may invoke the dispute resolution procedures set forth in Section 7.10.

## **ARTICLE III**

### **DUTIES AND RESPONSIBILITIES**

3.1 SPECIFIC DUTIES AND RESPONSIBILITIES OF OWNER. Subject to satisfying the Management Standard, once the Project is conveyed to the Owner, the Owner agrees to do or to cause to be done the following:

(a) Utilization of the Project. Owner shall utilize the entire Project during the term of this Agreement in accordance with the provisions of this Agreement with the goal of maximizing occupancy of the Project and achieving the objectives of Oski and the Foundation as set forth in this Agreement.

(b) Collection of Monies. Owner shall use its standard procedures for the collection of rents and other charges due from tenants, parking charges, and all other charges, and revenues.

(c) Books, Records, and Documentation. Owner shall maintain at its accounting office or on the Property, books, records and documents relating to the management and operation of the Property, including without limitation all contracts, original leases, amendments, extensions and agreements relating to contracts and leases, files, correspondence with tenants and prospective tenants, computations of rental adjustments, maintenance and preventive maintenance programs, schedules and logs, tenant finish and construction records, inventories of personal property and equipment, correspondence with vendors, job descriptions, correspondence with federal, state, county, and municipal authorities, brochures, and accounts held or maintained by Owner (all such books, records, and documents being referred to herein as "Books, Records, and Documents"). Books, Records and Documents, including records of account shall be prepared in conformity with Owner's general accounting practices. Oski shall have the right to examine and audit the Books, Records and Documents at Owner's office at reasonable times and upon reasonable notice, provided, however, Oski shall not have any rights to review or audit such Books, Records or Documents that are considered confidential or private or the review of which could expose Owner to claims of breach of confidentiality or privacy. Owner shall render to Oski, on or before the thirtieth (30th) day after the end of each of the first three Fiscal Year quarters a cash flow statement for the Project for the prior quarter. In addition, Owner shall, on or before the sixtieth (60th) day after the last day of each Fiscal Year, render to Oski an unaudited cash flow statement for the prior Fiscal Year. Owner shall provide such other financial information with respect to the Property, including, without limitation, profit and loss statements, balance sheets, cash reconciliation statement and reports as to the status of the Books, Records and Documents), as is reasonably requested by Oski within a reasonable time of such request.

(d) Annual Audit. During the Term, at the end of each Fiscal Year (as herein defined) of the Property, Owner shall arrange and coordinate an annual audit of the books and records of the Property made by a firm of certified public accountants approved by the Project Advisory Board. The cost of the audit shall be considered a Project cost for purposes of cost allocation. For the purposes of this Agreement, "Fiscal Year" shall mean the annual period beginning on July 1st and ending on June 30th (which Fiscal Year may only be changed by the written agreement of Owner and Oski).

(e) Repairs and Maintenance. Owner will use professional care to maintain the condition of the Property in accordance with the Management Standards, will regularly inspect the readily accessible areas of Property, will take commercially reasonable precautions against fire, vandalism, burglary and trespass on the Property, and will arrange to make all necessary repairs. However, Owner shall make no expenditures in excess of \$25,000 for repairs as such amount shall be increased each year by the increase in the Consumer Price Index for all items for the San Francisco-Oakland-Hayward Area ("CPI"), without the prior written consent of the Project Advisory Board, unless the expenditure for such repairs has been approved in the annual budget, except as to any emergency repairs to the Property immediately necessary for the preservation of the Property or to prevent manifest danger to persons or which are required to avoid suspension of necessary services to the Property.

(f) Capital Assets.



(i) Owner shall prepare or cause to be prepared a capital needs assessment for the Project at least every five (5) years which shall evaluate the Project's major systems and facilities and provide an estimate of needed alterations, capital improvements, renovations and replacements of furniture, fixtures and equipment. The Owner shall provide a copy of the capital needs assessment to the Project Advisory Board upon completion for the Project Advisory Board's review and approval prior to implementation. The findings of the capital needs assessment, upon approval by the Project Advisory Board, shall be incorporated into the annual budget, shall allow flexibility for lump sum funding to mitigate annual reserve requirements and be included in the calculation of any reserves included in the annual budget (which reserves shall be invested in the interest bearing investments in the same manner as Owner invests other reserve funds held by Owner with respect to Owner's other facilities). The cost of preparation of the capital needs assessment shall be allocated to the Project.

(ii) Owner shall make no expenditures in excess of \$25,000 (as such amount is increased each year by the increase in the CPI) for alterations, capital improvements, renovations or replacements of furniture, fixtures or equipment, unless such expenditure is contained in the annual budget, without the prior written approval of the Project Advisory Board. Notwithstanding the above, the approved annual budget with proper documentation, shall be deemed authorization for Owner to make budgeted expenditures without prior approval by the Project Advisory Board provided that a) the amount of the expenditure is within ten percent (10%) or \$25,000 as such amount is increased by the increase in the CPI of the originally approved amount, whichever is less; and b) Owner submits evidence of expenditure satisfactory to Oski.

(iii) If Owner disposes of any fixed assets of the Project or any Project furnishings or equipment, any income received from such disposal shall be attributed to and used for the Project; provided, however, in no event shall Owner sell, transfer or convey all or any portion of the land and buildings comprising the Project or any other portion of the Project necessary to its operation. Owner shall provide a record to Oski of all dispositions of fixed assets after such dispositions have been made.

(iv) In the event that the Project is damaged or destroyed as a result of a casualty or condemnation, the Owner shall promptly rebuild and restore the Project to its condition immediately prior to such casualty or condemnation in the manner described in Section 3.1(f)(vi) below and as otherwise provided in this Agreement, provided, however, Owner's obligation to rebuild or restore the Project (x) as a result of a condemnation shall be limited to the amount of any condemnation award received by Owner as a result of such condemnation and (y) as a result of a casualty shall be limited to the amount of any insurance proceeds received by Owner as a result of such casualty plus the amount of any applicable deductible or self-insured retention.

(v) In addition to all other approval rights contained in this Agreement, Oski shall have the right to approve all third parties providing graphic design services, interior design services, and architectural services with respect to the Project.

(vi) Notwithstanding the provisions of Sections 3.1(f)(ii) and (iii), any renovations, restoration or repairs to the Project and any replacements of furniture, fixtures or equipment shall be subject to the approval of the Project Advisory Board.

(g) Service Contracts and Equipment Leases. Owner is authorized to self-perform all maintenance and repair at the Property. Owner shall be required to obtain the approval of the Project Advisory Board, before entering into any unbudgeted third party contracts or equipment leases with respect to the Property in which (i) the total amount payable exceeds \$25,000 (as such amount is increased by the increase in the CPI) or (ii) the term exceeds one (1) year, unless such contract or lease is made under circumstances which shall reasonably be considered to constitute an emergency. Third party contracts and equipment leases that are included in the annual budget shall be considered deemed approved by the Project Advisory Board upon approval of the annual budget. Notwithstanding the foregoing, Owner shall use commercially reasonable efforts to contact and secure prior approval of the Project Advisory Board in the event any such emergency expenditure should be likely to exceed \$25,000 as such amount is increased by the increase in the CPI, but failure to do so shall not be considered a default by Owner.

(h) Supplies and Inventory.

(i) Within the approved budget, Owner shall purchase such supplies and expendable items as are necessary to operate the Property. Owner shall comply with its standard procurement policies in obtaining any such supplies and expendable items.

(ii) Owner shall conduct a physical inventory of the personal property, materials, and equipment used in connection with the Property at the end of each academic year.

(i) Insurance.

(i) Owner shall cause to be placed and kept in force all risk property (including earthquake and flood insurance) on a replacement cost basis and other customary insurance; provided, however, that with respect to earthquake insurance, Owner shall only be required to obtain and keep in force earthquake insurance with a limit of \$25,000,000 (as such amount is increased each year by the increase in CPI during such period). It is the intention of the parties that such a policy of earthquake insurance shall be maintained during the term of this Agreement unless the Project Advisory Board determines that the cost of such insurance would cause the Project to experience an operating shortfall (as described in Article IV below), in which case the policy will be cancelled or, if feasible, the coverage reduced so

as to eliminate such shortfall; provided, however, Owner shall on an annual basis seek quotes for the coverage set forth in this subsection, present such quotes to the Project Advisory Board, and will obtain such insurance if and when the Project revenues are sufficient to cover the costs of such insurance.

(ii) Owner shall obtain and keep in force a Commercial General Liability (CGL) insurance policy (with blanket contractual liability coverage) or equivalent self-insurance, with respect to the property and its operations, and in amounts no less than \$1,000,000 CSL per occurrence of bodily injury, personal injury and property damage, and not less than \$5,000,000 policy general aggregate. Owner's insurance shall name Oski, the Foundation and Prometheus (as herein defined) as Additional Insured and shall provide Oski 30-day prior notice of cancellations or material change in coverage. Upon request from Oski, Owner shall furnish Oski with a certificate of insurance evidencing the insurance coverage called for in parts (i) and (ii) of this section.

(iii) Owner shall not knowingly permit the use of the Property for any purpose which might void any policy of insurance relating to the Property, increase the premium otherwise payable or render any loss thereunder uncollectible.

(iv) Owner shall cause to be placed and kept in force Workers' Compensation insurance up to the statutory limit, including broad form all states coverage and Employer's Liability (including umbrella) of at least \$1,000,000, and Owner shall furnish Oski certificates of same. All employees of Owner working at the Property shall be covered at the expense of Owner.

(v) Owner shall cause to be placed and kept in force Employment Practices insurance of at least \$3,000,000.

(vi) Owner shall cause to be placed and kept in force Crime/Fiduciary Liability insurance of at least \$3,000,000.

(vii) Owner shall cause to be placed and kept in force Environmental Liability insurance of at least \$3,000,000.

(viii) All of the foregoing insurance policies shall be obtained and maintained during the Term by Owner and the costs of such insurance shall be allocated to the Project.

(ix) Neither the Foundation, Oski, Prometheus nor Owner shall have any liability to one another, or to any insurer by way of subrogation or otherwise, on account of any injury or death to persons, or any loss or damage to their respective property or the Property, regardless of whether such injury, death, loss or damage is caused by the sole negligence of the Foundation, Oski, Prometheus or Owner, arising out of any of the liabilities, perils or casualties insured against by the insurance policies (or self-insurance) required to be carried by the parties pursuant to this Agreement (whether or not such insurance is actually maintained). Each of the insurance policies required to be obtained by Owner pursuant to this Agreement

shall contain waivers of subrogation which the insurer may otherwise have against the Foundation, Oski or Prometheus.

(j) Compliance with Legal Requirements. Owner shall comply with, any laws, orders, or requirements applicable to Owner or the Property affecting the use or operation of the Property by any federal, state, county, or municipal agency of authority. Owner shall promptly notify Oski in writing of all such orders, notices or requirements requiring expenditure of non-budgeted amounts. Owner shall obtain and maintain all licenses and permits necessary for the operation, management and maintenance of the Property and the costs of all such licenses and permits shall be allocated to the Project.

(k) Energy Conservation. Owner shall use prudent and customary means to use and control utilities at the Property in a manner to minimize total costs at the Property.

(l) Advertising: Owner shall advertise the Property for rent in the same manner that it advertises its other properties.

(m) Employment of Personnel. Owner will hire, train, supervise, direct the work of, pay, and discharge all personnel necessary for operation of the Property in accordance with the Management Standard and University of California ("UC") policies that Owner is required to abide by. Owner shall at all times employ a sufficient number of personnel to perform such work so as to achieve and maintain the Management Standards. Such personnel shall in every instance be employees of Owner or third parties engaged by Owner and not of Oski. The Project Advisory Board shall have the right to reasonably approve the senior executive for operations and the senior executive for maintenance with respect to the Project. Oski shall have no right to supervise or direct such employees. Owner will not discriminate against any employee or applicant for employment in violation of any applicable law. The terms "employees" or "personnel" shall be deemed to mean and include employment of a casual, temporary, or part-time nature.

Prior to commencing operations at the Project, Owner shall provide Oski with a Project staffing plan for Oski's approval. Owner shall update the staffing plan on an annual basis as part of the Operations Plan. All staff assigned to the Project will be trained in accordance with Owner's standard training programs. In addition to UCB training, Oski may propose optional training programs to be undertaken by all Project staff, which training programs will be subject to the review and approval of Owner, which approval shall not be unreasonable withheld if such training programs comply with all labor agreements to which Owner is subject. Oski acknowledges that Owner may need to obtain approval from applicable labor unions prior to approving any training program. Oski recognizes that some staff salaries and fringe benefits are set by collectively bargained contracts and/or UC compensation policies and cannot be changed by the Owner unilaterally.

(n) Retail Leasing. Owner shall make diligent efforts to secure and/ or retain retail tenants for the Property recognizing that the primary goal of leasing the retail space is to lease the retail space to tenants that will maximize the quality of the Project's residential occupants' experience and that the secondary goal is to achieve the highest possible occupancy at the best possible rental rates consistent with such goal. The Project

Advisory Board shall approve any retail broker selected by Owner; provided, that Nadine Whisnant of Colliers is hereby approved as a retail broker for the Project. Prior to the execution of a new retail lease by a tenant, Owner shall in good faith evaluate the financial responsibility and other qualifications of the prospective tenant. Owner shall not execute (or allow any third-party representative of Owner to execute) any retail lease without first obtaining the Project Advisory Board's approval of the applicable lease and retail tenant. Owner and Oski shall conduct a quarterly review of the retail leasing strategy and retail tenant selection process.

(o) Event Programming. Consistent with the Experience Plan, Owner shall implement, an annual event plan proposed by Owner and approved by the Project Advisory Board for events at the Project which are for the benefit of the Project's residential occupants (an "Event Plan"). Each annual Event Plan shall be subject to an annual Event Plan budget to be prepared by Owner and approved by the Project Advisory Board as part of the annual budget. The Event Plan may include, without limitation, potential external partnerships and curated experiences, including, without limitation, educational programming from Alice Waters such as presenting a speaker series, providing a teaching kitchen, and training students in culinary skills. The Owner shall be responsible for overall coordination of each such event, including, without limitation, arranging for appropriate security, food and beverage service and cleanup. Owner shall not enter into any third-party contracts to provide events at the Project without the Project Advisory Board's prior written approval unless such third-party contracts are included in the annual Event Plan approved by the Project Advisory Board. Owner shall not allow the Project to be included in or made subject to any contract or other arrangement with third parties or Owner's employees that would require any portion of the Project (including, without limitation, any public event spaces (which include, without limitation, the Alice Waters Institute space (including library), courtyard space, terraces and all kitchens)), or any events to be held at the Project, to utilize such third parties or Owner's employees in connection with providing food and beverage or other services at the Project. The Owner shall ensure that any parties holding events at the Project may select any food and beverage provider and any other vendors providing services in connection with such events (including event planning, floral, audio-visual, furniture, waiter service, etc.) that such party chooses without limitation, provided such vendors comply with Owner's requirements for third party vendors, including, but not limited to, insurance requirements, but not including any such requirements that would require such vendor to utilize University employees or other designated third parties. In addition, Owner shall not enter into any third party contracts which require a food purveyor to the Project (including Alice Waters Institute, if applicable) to use food or beverage companies that have contracts with Owner to provide food, beverages, such as Pepsi or Coke, or other food related services or supplies. The costs of preparing and implementing the Event Plan shall be a Project expense.

(p) Amenities and Services. Owner shall provide amenities and services at the Project consistent with the Management Standard and the annual Operations Plan. Any reduction in amenities and services shall be subject to the approval of the Project Advisory Board. Owner shall not enter into any third-party contracts to provide Project amenities and services without the Project Advisory Board's prior written approval.

(q) Sustainability. As previously described, the Management Standard may change over time in order to address changes in technology and sustainability. Any renovation of the Project to address changes in the Management Standard shall be subject to the approval of the Owner and Oski and the cost of any such renovation shall be included in any capital improvement plan and annual budget and shall not be implemented until the approval of such annual budget and capital improvement plan in accordance with this Agreement. All costs of such renovation shall be Project expenses.

(r) Project Debt. In no event shall Owner encumber the Project with debt unless such debt has been approved by the Project Advisory Board and all of the proceeds of such debt are used for the benefit of the Project ("Approved Debt"). In no event shall any Project revenues be used to pay debt service of any kind except in connection with the payment of debt service for Approved Debt.

#### **ARTICLE IV**

##### **PROJECT EXPENSES; FLOW OF FUNDS**

Except as otherwise provided in this Agreement, all contractual obligations incurred to third parties in the course of managing, maintaining or operating the Property in accordance with this Agreement shall be obligations of Owner and such contracts shall be for its account. All expenses incurred by Owner that are chargeable to the Property shall be consistent with the annual budget and any variance approved in accordance with the terms of this Agreement. If the funds collected by Owner from operation of the Property are not sufficient to pay the expenses incurred and paid in operation of the Property, Owner shall submit to Oski a statement showing such shortfall and identifying the bills and charges requiring payment, and Owner and Oski shall meet and confer on potential amendments to the annual budget, the Management Standard, the Operations Plan and other requirements to ensure that Project costs are covered by Project revenues. If the Owner and Oski cannot agree on appropriate amendments, either Party may invoke the dispute resolution procedures set forth in Section 7.10. In no event shall Owner be required to pay Project expenses from any source of funds other than the Project revenues except to the extent Project revenues are not sufficient to cover the amounts in clause (i) of the next grammatical paragraph, in which event Owner shall be responsible for funding any such shortfall, provided however, if Owner is obligated to fund shortfalls, Owner (with the approval of the Project Advisory Board) may change the Management Standards and the Operations Plan during such shortfall period to reduce expenditures to a level that can be covered by Project revenues. In addition, if the Owner anticipates that there will be shortfall in a future Fiscal Year, Owner shall so notify the Project Advisory Board and the Project Advisory Board may elect to suspend or reduce the funds that would otherwise be available for distribution to fund the scholarship program described below in order to create additional reserves to fund such future anticipated shortfalls.

All revenues generated by the operation of the Project during each Fiscal Year of the Project, shall be used to fund costs and expenses relating to the Project in the following order: (i) first, to pay all costs of managing, repairing and maintaining the Project, which may include capital repairs and improvements but shall not include any amount attributable to the Campus Assessment, Student Affairs and Campus Shared Services Assessments, per the Gateway Proforma (which amount shall be funded under clause (iv) below); (ii) second, to fund Project reserves in an amount set forth in the annual budget, which funds may be used to fund all costs of managing, repairing

and maintaining the Project, including capital repairs and improvements; (iii) third, to fund programs and events included in the Event Plan; (iv) fourth, to fund 50% of the Campus Assessment and Student Affairs and Campus Shared Services Assessments; and (v) fifth, any remaining income to fund the scholarship program (as described on Exhibit D attached hereto).

An example of the application of the flow of funds described above is attached hereto as Exhibit E.

## **ARTICLE V**

### **INSPECTIONS**

Oski shall have the right to perform quarterly inspections of the Property to determine compliance by the Owner with this Agreement. Oski shall have the right to perform more frequent inspections if it determines in its reasonable discretion that more frequent inspections are warranted. In addition, Oski shall have the right to monitor all capital projects and material repair and maintenance projects. No such inspection or monitoring shall be deemed to constitute a waiver by Oski of any of its rights and remedies under this Agreement or to make Oski responsible for any conditions that exist at the Property, whether identified or not identified during any such inspection or monitoring. Oski shall provide the Owner with at least seventy-two (72) hours' notice before any inspections and the Owner shall be entitled to accompany Oski representatives on any inspection. If Oski inspections are to include entry into any residential units, Oski shall provide such additional advance notice to the Owner as is necessary for the Owner to provide the residents the required legal notice for any such inspection. In addition to the foregoing, Oski shall be permitted to conduct periodic resident surveys of Project residents no more than twice per Fiscal Year.

## **ARTICLE VI**

### **ANNUAL OPERATIONS PLAN**

6.1 SUBMISSION OF ANNUAL OPERATIONS PLAN. At least 60 days prior to the conveyance of the Project to the Owner, and thereafter at least 60 days prior to the beginning of each Fiscal Year, Owner shall prepare and submit to Oski and the Project Advisory Board for the Project Advisory Board's approval a proposed operations plan ("Operations Plan"), which shall include (a) an annual operating budget for the Property, (b) the estimated capital expenditures for the Property for the next Fiscal Year or other operating period as may be agreed by the parties, (c) a staffing plan for the next Fiscal Year that will include the number of staff proposed to be assigned to the Project, the classifications of such staff, and salary and benefits for each staff position, (d) any proposed material changes in operating policies for the Property, (e) recommendations for leasing strategy for retail leases during the next Fiscal Year, including any changes in the proposed rent, if any, (f) any proposed changes to the Management Standards, and (g) any other information requested by Oski or the Project Advisory Board. The proposed budgets will be prepared to show revenues and expenditures on a monthly basis and will use the Owner's standard accounting basis. Owner will include a detailed explanation for the numbers used in such budgets.

6.2 SUBMISSION OF OTHER REPORTS. When submitting the proposed Operations Plan, Owner shall also include: market analysis; rental rate recommendations; a listing of all capital improvement and all repair, maintenance, renovation and replacement expenditures (together with

estimated costs for each item) anticipated to be made in the upcoming Fiscal Year. The market analysis will be consistent with Owner's standard market analysis.

6.3 APPROVAL OF OPERATIONS PLAN. Oski agrees that if objection to the proposed Operations Plan (or any portion thereof) is not given within thirty (30) days after Oski's and the Project Advisory Board's receipt of said Operations Plan, the Operations Plan shall be deemed approved and Owner may operate within the proposed Operations Plan (or portions to which any such objection does not apply). To the extent reasonable and within the Owner's control, Owner shall eliminate or revise any item or amount in the Operations Plan which is disapproved by the Project Advisory Board to the extent necessary to obtain the Project Advisory Board's approval. If Owner revises any item or amount in the Operations Plan to address any objection, Owner shall submit such revisions to the Project Advisory Board for approval and if no objection to the proposed revisions is received within thirty (30) days such revision shall be deemed approved.

6.4 COMPLIANCE WITH OPERATIONS PLAN. Said Operations Plan, after approval or deemed approval by the Project Advisory Board, shall be used by Owner as a guide for the actual operation of the Property. Except as further limited or otherwise permitted by other provisions of this Agreement, Owner agrees not to make any expenditure for the maintenance and operation of the Property which would result in either (A) a particular budget category being exceeded by more than ten percent (10%) or \$25,000 (as such amount is increased by the increase in the CPI annually) whichever is less, or (B) the amount of total budgeted expenditures being exceeded by more than two and one-half percent (2.5%), without in each case obtaining the prior written approval of the Project Advisory Board.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

7.1 PROJECT ADVISORY BOARD. The parties agree to establish a Project Advisory Board consisting of two members appointed by Oski and two members appointed by the Owner (the "Project Advisory Board"). Jaclyn Safier shall be a permanent member of the Project Advisory Board (as one of the members "appointed" by Oski) as long as she should wish to serve (or is no longer capable of serving due to death or incapacity). Oski and the Owner shall each appoint members to the Project Advisory Board and shall appoint replacements as needed. The Project Advisory Board shall meet at least annually to review the Management Standard, the Experience Plan and the Operations Plan and to provide advice and guidance to the Owner on necessary amendments to those Plans to address changing needs of the Project and the residents. The Project Advisory Board may also make recommendations to the Owner for other changes in the management and operation of the Project. In the event Oski and Owner cannot agree on a decision or recommendation to be made by the Project Advisory Board, either Oski or Owner may appeal any such decision or recommendation to the Chancellor, who will hold the tie-breaking vote with respect to any such decision or recommendation. In addition, the Project Advisory Board agrees to revisit the approach taken in this Section 7.1 after the Project has been in operation for one year to determine if any modifications should be made to this Section 7.1; provided, if Oski and Owner cannot agree on any such modifications, then such determination shall not be subject to appeal to the Chancellor and no modification shall be made at that time.



7.2 RELATIONSHIP. It is understood and agreed that all third party contracts and obligations entered into by Owner with respect to the Property as provided for, and consistent with this Agreement shall be the obligations of Owner and Owner agrees to indemnify, defend (with counsel reasonably acceptable to Oski) and hold harmless Oski, the Foundation and the Oversight Manager and their respective principals, officers, directors, shareholders, trustees, employees, agents and affiliates (collectively, the "Foundation Parties") from any liability or claims thereof, except to the extent such claim or liability arises out of Oski's, the Foundation's or the Oversight Manager's gross negligence or willful misconduct and Oski, the Foundation or Oversight Manager, as applicable, agrees that to the extent such party deems it necessary or prudent to have separate counsel from that of Owner, such party shall bear all fees, costs, and expenses associated therewith.

Owner, on the one hand, and Oski and the Foundation, on the other hand, shall not be construed as joint venturers or partners, and neither party shall have the power to bind or obligate the other party except as set forth in this Agreement.

7.3 ASSIGNMENT. This Agreement shall not be assigned by Owner without the prior written approval of Oski, which approval may be withheld in Oski's sole and absolute discretion.

7.4 BENEFITS AND OBLIGATIONS. Subject to the provisions of Section 7.3 above, the covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors, and assigns.

7.5 INDEMNIFICATION. Owner shall indemnify, defend and hold harmless, the Foundation Parties from and against any Claim (as herein defined) (i) from any failure of Owner to perform any of its obligations under this Agreement as and when required, or (ii) in any way related to the Property, the Project or its operation, maintenance, repair and/or leasing, including, without limitation, injury to or death of any person or injury to property in any way connected with the condition or use of the Property, the Project or the improvements or personal property therein or thereon occurring after title to the Project is conveyed to Owner by Oski; provided, however, that notwithstanding the foregoing, such indemnity shall not apply to the extent that any such Claim is due to the Foundation Parties' gross negligence or willful misconduct. For the purpose of this Section 7.5, "Claim" means any obligation, liability, claim (including any claim for damage to Project or injury to or death of any persons), lien or encumbrance, loss, damage, cost or expense (including any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim). The provisions of this Section 7.5 shall survive the termination or expiration of this Agreement.

7.6 NOTICES. All notices provided for in this Agreement shall be in writing and served by overnight delivery, personal service, registered or certified mail, postage prepaid, or by email at the following addresses until such time as written notice of a change of address is given to the other party:

TO FOUNDATION: Oski 360, LLC  
c/o Prometheus Real Estate Group, Inc.  
1900 S. Norfolk Street, Suite 150

San Mateo, CA 94403  
Email: Kwilkinson@prometheusreg.com  
Attention: Kevin Wilkinson

WITH A COPY TO: Jaclyn Safier  
c/o Prometheus Real Estate Group, Inc.  
1900 S. Norfolk Street, Suite 150  
San Mateo, CA 94403  
Email: jsafier@prometheusreg.com

Phyllis Cook  
1485 Sansome St  
San Francisco, CA 94111-1154  
Email: phyllisc@plcps.com

TO OWNER: The Regents of the University of California  
University of California, Berkeley  
California Hall  
Berkeley, CA 94720-1500  
Attention: Rosemarie Rae, Vice Chancellor Finance  
Email: rrae@berkeley.edu

WITH A COPY TO: David Robinson  
Campus Counsel  
California Hall  
Berkeley, CA 94720-1500  
Email: \_\_\_\_\_

7.7 ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. No alteration, modification, or interpretation of this Agreement shall be binding unless in writing and signed by both parties. Titles of articles, sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement itself.

7.8 SEVERABILITY. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

7.9 APPLICABLE LAW. This agreement shall be construed and enforced in accordance with the laws of the State of California. Venue shall take place in the County of San Francisco, State of California.

**7.10 DISPUTE RESOLUTION. IN THE CASE OF ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING FROM, OUT OF, OR IN CONNECTION WITH, OR RELATING TO, ANY TERM, PROVISION, OR CONDITION OF THIS AGREEMENT, OR ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT, THE PARTIES SHALL MEET AND CONFER IN AN ATTEMPT TO RESOLVE THEIR DIFFERENCES. AT ANY TIME AFTER FIFTEEN (15) DAYS FOLLOWING NOTICE IN WRITING BY ANY PARTY THAT IT DESIRES TO SO MEET AND CONFER (THE “MEET AND CONFER NOTICE”), ANY PARTY MAY REQUIRE MEDIATION AND THEN, IF THE MEDIATION IS UNSUCCESSFUL, WITHIN FIFTEEN (15) DAYS FROM THE END OF SUCH MEDIATION OR AT ANY TIME AFTER THIRTY (30) DAYS HAS ELAPSED FROM THE COMMENCEMENT OF SUCH MEDIATION, JUDICIAL REFERENCE PURSUANT TO THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, ET SEQ. BOTH THE MEDIATION AND THE JUDICIAL REFERENCE SHALL BE CONDUCTED BY A JUDGE OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (“JAMS”) IN SAN FRANCISCO, CALIFORNIA. FOR JUDICIAL REFERENCE, THE PARTIES SHALL AGREE UPON A SINGLE REFEREE WHO SHALL THEN TRY ALL ISSUES, WHETHER OF FACT OR LAW, AND REPORT IN WRITING A FINDING AND JUDGMENT THEREON. IF THE PARTIES ARE UNABLE TO AGREE UPON A REFEREE, EITHER PARTY MAY SEEK TO HAVE ONE APPOINTED, PURSUANT TO SECTIONS 639 AND 640 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. ANY PARTY MAY COMMENCE A REFERENCE BY SENDING A WRITTEN DEMAND FOR REFERENCE TO THE OTHER PARTY. SUCH DEMAND SHALL SET FORTH THE NATURE OF THE MATTER TO BE RESOLVED BY REFERENCE. BOTH PARTIES SHALL MUTUALLY SELECT THE PLACE OF THE REFERENCE. THE SUBSTANTIVE LAW OF THE STATE OF CALIFORNIA SHALL BE APPLIED BY THE REFEREE TO THE RESOLUTION OF THE DISPUTE. THE PARTIES SHALL SHARE EQUALLY ALL INITIAL COSTS OF REFERENCE. HOWEVER, THE PREVAILING PARTY SHALL BE ENTITLED TO REIMBURSEMENT OF ATTORNEY FEES, COSTS, AND EXPENSES INCURRED IN CONNECTION WITH THE REFERENCE. THE PARTIES AGREE THAT EACH PARTY SHALL HAVE THE RIGHT TO CAUSE AN APPEAL TO BE TAKEN FROM THE REFEREE’S DECISION TO A COURT OF COMPETENT JURISDICTION IN THE SAME MANNER AS A JUDICIAL APPEAL ARISING OUT OF AN ORDER OR JUDGMENT FROM A CALIFORNIA SUPERIOR COURT IN A CIVIL ACTION AND ALL OF THE SAME RULES, RIGHTS AND REMEDIES SHALL BE APPLIED TO BOTH PARTIES WITH RESPECT TO ANY SUCH APPEAL INCLUDING MATTERS OF FACT, MATTERS OF LAW, STANDARDS FOR REVIEW AND SUBSTANTIVE AND PROCEDURAL LAWS. JUDGMENT MAY BE ENTERED UPON ANY SUCH FINAL DECISION IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE REFEREE (IF PERMITTED UNDER APPLICABLE LAW) OR SUCH COURT MAY ISSUE A WRIT OF EXECUTION TO ENFORCE THE REFEREE’S DECISION. ALSO, IF NO PARTY COMMENCES MEDIATION WITHIN FORTY-FIVE (45) DAYS OF THE MEET AND CONFER NOTICE, THEN THEREAFTER ANY PARTY MAY REQUIRE JUDICIAL REFERENCE AS AND WHERE ABOVE-DESCRIBED. IF FOR ANY REASON JAMS IN SAN FRANCISCO CANNOT ADMINISTER THE MATTER, THEN SUCH JAMS AS IS**

**SELECTED BY THE PARTIES IN ANY COUNTY WITHIN A FIFTY (50) MILE RADIUS OF SAN FRANCISCO COUNTY SHALL BE UTILIZED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IF JAMS DOES NOT EXIST AT THE TIME OF SUCH CONTROVERSY THEN THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL BE UTILIZED IN LIEU OF JAMS. IN THE EVENT THE AAA IS UTILIZED BOTH THE MEDIATION AND THE JUDICIAL REFERENCE SHALL BE CONDUCTED BY A RETIRED JUDGE OF ANY SUPERIOR COURT OF CALIFORNIA AND SHALL BE SELECTED BY THE AAA INDEPENDENT OF THE DESIRE OF ANY PARTY HEREUNDER UNLESS THE PARTIES HEREUNDER MUTUALLY AGREE ON SUCH MEDIATOR OR REFEREE.**

**NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS PROVISION DECIDED BY JUDICIAL REFERENCE AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS PROVISION. IF YOU REFUSE TO SUBMIT TO JUDICIAL REFERENCE AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO DO SO UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS PROVISION TO JUDICIAL REFERENCE.**

Owner: CTC

Foundation: 

**7.11 ATTORNEYS' FEES.** If any dispute, litigation or arbitration between the parties arises out of this Agreement, the losing party in such dispute, litigation or arbitration shall pay to the prevailing party all costs of such dispute, including without limitation, costs of arbitration, attorney's fees, expert witness fees.

**7.12 LIMITATION ON LIABILITY OF THE FOUNDATION PARTIES.** Neither Oski nor any of the other Foundation Parties shall have any liability whatsoever to Owner for any loss or expense related to the Property or any obligations arising out of or relating to this Agreement, unless such loss or expense is caused by the Foundation Parties' gross negligence, fraud or willful misconduct.

**7.13 NO MONETARY CONSIDERATION.** The parties acknowledge and agree that neither Oski, the Foundation nor Oversight Manager shall receive any payment for any of the services it provides under this Agreement, including, without limitation, its monitoring or oversight activities.

7.14 THIRD PARTY BENEFICIARY. The Foundation shall be a third-party beneficiary of Oski's rights under this Agreement with the power to enforce Oski's rights under this Agreement as if the Foundation was a party to this Agreement. Except as set forth in this Section 7.14 there shall not be any third-party beneficiaries to the Agreement.

7.15 OSKI/FOUNDATION REPRESENTATIVE. Oski and the Foundation hereby designate Prometheus Real Estate Group, Inc., a California corporation ("Prometheus"), (and Kellie Meier, on behalf of Prometheus, or any successor appointed by Prometheus), at no cost to Oski, the Foundation or Owner, as their designee to oversee and perform certain of the rights of Oski and the Foundation under this Agreement (the "Oversight Manager"), including, without limitation, reviewing financial reports, performing inspections and reviewing insurance. Oski shall have the right to replace the Oversight Manager upon written notice to Owner.

7.16 PUBLIC ACCESS. Public access to areas within the Project improvements shall be as described on the final approved plans for the Project, which access may only be changed with the prior written approval of Oski.

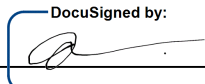
7.17 OWNER'S DEFAULT. Upon any breach of this Agreement by Owner, Oski may thereupon seek any remedy at law and in equity, including specific performance, subject to Section 7.10 above, provided however, Owner shall not be liable for punitive or consequential damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OSKI:

Oski 360, LLC,  
a California limited liability company

By: The Helen Diller Foundation,  
a California non-profit public benefit corporation

By:  \_\_\_\_\_  
DocuSigned by:  
3545EFAA75A54CA...

Name: Jaclyn Safier

Its: President

OWNER:

The Regents of the University of California,  
a California public corporation

By: Carol T. Christ

Name: Carol T. Christ

Its: Chancellor, UC Berkeley

**EXHIBIT A**  
to Management and Operating Agreement  
REAL PROPERTY

## EXHIBIT A

The land referred to is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

### Parcel One:

Commencing at the point of intersection of the Eastern line of Walnut, formerly Home Street, with the Southern line of Berkeley Way, and running thence Southerly and along said line of Walnut Street 45 feet; thence at right angles Easterly 50 feet; thence at right angles Northerly 45 feet to the Southern line of Berkeley Way; thence at right angles Westerly and along said line of Berkeley Way 50 feet to the point of beginning.

Being a portion of Lot numbered 20 in Block marked "B" as said lot and block are delineated and so designated upon that certain Map entitled "Map of Villa Lots adjacent to University Site on the West" filed September 9, 1872 in Liber 3 of Maps, Page 4 in the Office of the County Recorder of Alameda County.

APN: 057-2045-001

### Parcel Two:

Beginning at a point on the Southern line of Berkeley Way, distant thereon fifty feet Easterly from the point of intersection thereof with the Eastern line of Home Street, as said Way and Street are shown on the Map hereinafter referred to; running thence Southerly at right angles to said line of Berkeley Way, one hundred thirty-four feet; thence at right angles Easterly one hundred ten feet six and one-half inches; more or less to a point on the Eastern line of Oxford Street as said street now exists; thence Northerly along said line of Oxford Street, one hundred thirty-four feet, four inches, more or less, to the point of intersection thereof with the said Southern line of Berkeley Way; and thence Westerly along said last named line one hundred twenty feet, more or less, to the point of beginning.

Being a portion of Lots Numbered 20, 21 and 23, in Block lettered "S", as said lots and block are delineated and so designated upon that certain Map entitled, "Map of Villa Lots adjacent to University Site on the West", filed September 9, 1872 in Liber 3 of Maps, at Page 4, in the Office of the County Recorder of Alameda County.

APN: 057-2045-002

### Parcel Three:

Beginning at a point on the Northern line of University Avenue distant thereon Easterly 108 feet from the intersection thereof with the Eastern line of Walnut formerly Home Street, as said Street and Avenue are shown on the map hereinafter referred to; running thence Northerly at right angles to said line of University Avenue 115 feet; thence at right angles Easterly 52.305 feet to the Western line of Oxford Street; thence Southerly along said line of Oxford Street



115.28 feet, to the Northern line of University Avenue; and thence Westerly along said line of University Avenue 44.23 feet to the point of beginning.

Being Lot No. 22 in Block lettered "B" as said lot and block are delineated and so designated on that certain map entitled "Map of Villa lots adjacent to the University Site on the West" filed September 9, 1872 in Liber 3 of Maps, Page 4, in the Office of the County Recorder of Alameda County, excepting the portion of said Lot 22, included in the above-named Oxford Street.

APN: 057-2045-003

Parcel Four:

Being Lots 24 and 25 in Block "B", Map of villa Lots adjacent to University Site on the West, filed September 9, 1872 in Book 3 of Maps, Page 4, Alameda County Records.

Beginning at the point of intersection of the Northerly line of University Avenue, with the Easterly line of Walnut Street (formerly Home Street) running thence Easterly along said line of University Avenue 108 feet; thence Northerly and parallel with Walnut Street 115 feet; thence Westerly and parallel with University Avenue 108 feet; thence Southerly along the Easterly line of Walnut Street 115 feet to University Avenue and the point of beginning.

APN: 057-2045-004

Parcel Five:

A portion of Lot 21 in Block B, as said Lot and Block are shown on the "Map of Villa Lots, adjacent to University Site on the West" filed September 9, 1872 in Map Book 3, Page 4, Alameda County records as follows:

Beginning at a point on Eastern line of Walnut Street, formerly Home, distant thereon Southerly 89 feet from the intersection thereof with the Southern line of Berkeley Way, as said Street and Way are shown on the map herein referred to; running thence Southerly and along said line of Walnut Street, 45 feet; thence at a right angle Easterly, 50 feet; thence at a right angle Northerly 45 feet; thence at right angle Westerly 50 feet to the point of beginning.

APN:057-2045-005

Parcel Six:

Portion of Lot Numbers 20 and 21, Block "B", Map of Villa Lots, filed September 9, 1872, Map Book 3, Page 4, Alameda County Records, described as follows:

Beginning at a point on the Eastern line of Home Street, distant thereon Southerly 45 feet from the point of intersection thereof with the Southern line of Berkeley Way, as said Street and ay are shown on the map herein referred to; running thence southerly along said Eastern line of Home Street, 44 feet; thence at right angles Easterly, 50 feet; thence at right angles Northerly 44 feet; thence at right angles Westerly 505 feet to the point of beginning.

APN: 057-2045-006

**EXHIBIT B**  
to Management and Operating Agreement  
MANAGEMENT AND OPERATIONS STANDARDS  
(to include Maintenance, Custodial, Customer Service  
and Landscape)

## Maintenance & Service Standards Guide

### STANDARD: UNIT TURNOVER & QUALITY CONTROL

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Turning over our units to a consistently excellent standard reduces damage and excess cleaning needed at move out and helps set the important first impression and sets the tone for move-in experience where the residents feel that everything will be taken care of.

#### Creating/Managing Turnover Schedule

- Schedule should list all details of interior finishes of the home (i.e. Paint color, carpet color, flooring specs, light fixtures, plumbing fixtures, etc.)
- Using the information gathered during the pre-move out inspection, update or add additional scheduled turnover work as needed (ex- standard clean to a heavy clean, bathtub replacement, etc.). Maintenance Supervisor revises turnover scheduling as needed based on observed condition of home
- The recommended scheduling sequence should be maintenance, painting, cleaning, flooring, locks, and final quality control inspection.
- The standard turnover period is dependent on the time of year and move in dates. This may range from 3 to 10 business days and could be done in stages (i.e. trash removal as priority then returning for general cleaning with something like carpet/detail floor cleaning being scheduled per outside vendor availability)
- After all turnover activity is complete, information regarding the turnover work performed is documented - including work performed, hours and supplies used, (etc.) - through our work order and/or cleaning log processes.
- All changes should align with the design intent and original quality of the Project, and any changes in unit furnishings, furniture, fixtures, condition are logged in TMA

#### Unit Ready Standards

- Counter tops, floors, sinks, tubs, doors and furniture are inspected for scratches and nicks, and repaired or replaced. Tile and grout are repaired as necessary. Medicine cabinets are repaired or replaced if rusted or stained.
- Clean and wipe cabinets, appliances, counters, and fixtures with cleaner approved for said surface type. Entire walls are painted if a touch-up will be obvious (need to further discuss what is acceptable to not paint/touch up dependent on both severity and amount of turn time. For example, 2 nail holes or small peeled area wouldn't warrant patch/paint much of the time).
- Whenever flooring is replaced, be sure it matches in all rooms and meets all required safety standards for University housing.
- Always follow mandated asbestos procedures if applicable.
- Thresholds and patios are to be free of debris and mildew. Use an approved surface cleaner before painting or polishing.
- Carpet replaced if noticeable stains cannot be removed or patched, especially if badly worn. Seams are to not be stretched. Visible carpet backing threads are trimmed. We will want modular carpet at any locations with this type of flooring and attic stock provided to enable swap out of damaged tiles.
- Windows are cleaned inside. Windows will also require a restrictor to reduce amount of opening and need to be inspected to ensure still in place and secure. Exterior window cleaning will require an outside contractor, interior may also as well dependent on how tall the windows are. Check windowsills and trim for scratches or

damage, and repair and repaint accordingly. Screens are clean, fit properly in the frame, and cannot be removed by the residents. Blinds are to be clean, dust-free, and in good condition. On all other floors, blinds are adjusted for maximum light and air according to the following:

- Vertical Blinds are to be drawn all the way to expose the entire window.
- Horizontal Blinds are to be open to allow the most amount of light, but not pulled up. (we will want shades on as many windows as possible and not blinds)
- Toilets must be cleaned and sanitized using appropriate cleaner and disinfectants.
- Make sure all appliances and fixtures are working properly and match in color/style. All clocks on appliances set to the same (correct) time.
  - Dryer lint trap is clean and clear.
  - Dryer vent and pipes are clean and clear.

#### **Turnover Quality Control**

- Facilities staff will walk through the unit upon completion of turning the unit.
- Maintenance Team member uses a Room Inspection Form to inspect the unit. Any items requiring further attention are submitted on a work order or the follow up log. Depending on the work needed, it will be assigned to custodial or maintenance for completion.
- Depending on the level of work needed, unit will be re-inspected by the area administrative or custodial staff.

#### **Vacant Unit Quality Control**

- Before a new resident takes possession of their unit, staff will ensure that all mechanical items are in proper working order, there are no cosmetic defects and the unit is clean.

### **STANDARD: AFTER-HOURS MAINTENANCE PROCEDURES**

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The University will create and maintain on-call schedules for continuous emergency maintenance coverage. Emergencies may include, but are not limited to situations involving gas, plumbing (1x1 toilet clogged), flood, alarms, HVAC, electrical short, death, lockout, etc.

- University will have an assigned on-call maintenance team member and a backup maintenance team member.
- If the on-site or on-call team member cannot make it to the property during an emergency (fire, flood, etc.). The on-site or on-call team member will contact the next available on-site or on-call team member, Maintenance manager(s), to see if they are able to get to the property quickly. The Maintenance manager(s) will directly contact vendors as needed to address emergencies, and contact information for vendors used in emergencies is also to be posted with the on-call schedule in the leasing office and maintenance shop.
- Serious injury and/or death is generally handled first by the on-call Residential Life team and/or UCPD, dependent on the circumstances. Housing staff will be notified per our emergency response process and assist as needed.

### **STANDARD: TRASH**

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#### **Trash Area Cleanliness**

Trash rooms are some of the most frequently used and least adored places in any building. Utilize these trash area cleaning strategies to keep your trash area at its finest.

<b><u>TRASH AREA CLEANING</u></b>	
<b>FREQUENCY</b>	<b>CLEANING PRACTICES</b>
Winter break and summer	Power wash all trash chutes and dumpsters rooms by contract vendor.
<b>CLEANING</b>	<u>INDOOR TRASH ROOMS:</u> <ul style="list-style-type: none"> <li>- Trash chutes and chute doors, submit work orders for any repair needs</li> <li>- Trash rooms/chutes/bins will be detail cleaned on a regular basis as noted in the custodial standards list</li> <li>- Deficiencies or damages to dumpsters, signage, lighting, overall appearance, and any sightings or signs of pests are to be reported via work order for follow up</li> <li>- Post signage clearly noting sustainability efforts and recycling/compost/landfill to educate residents on which bin to use and what can go into each</li> <li>- Inspect trash rooms/areas daily for cleanliness, order, and odor control.</li> <li>- Perform safety inspection of trash enclosures/trash rooms and submit a work order describing any items found potentially hazardous to staff and residents.</li> <li>- Large items (i.e. sofas, televisions, mattresses, etc.) left in the trash enclosures/trash rooms will require a work order for project crew to come remove. Residents will be charged back for this cost as part of common area damage/excessive cleaning.</li> </ul>
<b>WEEKLY</b> (Custodial will provide a light cleaning of Trash Chute Room weekly as follows)	<u>INDOOR TRASH ROOMS</u> <ul style="list-style-type: none"> <li>- Clean front and back sides of trash room entry door</li> <li>- Window glass should be cleaned inside and out (where applicable)</li> <li>- Remove any webs or bugs from light fixtures</li> <li>- Clean chute doors inside and out, including frame and chute jamb and handle</li> <li>- Inspect chute doors for damage</li> <li>- Polish all stainless steel</li> <li>- Sweep and mop floors</li> <li>- Place a work order to address any deficiencies or damages to dumpsters, signage, lighting, overall appearance, and signs of pests</li> </ul>

#### **Sustainable Cleaning Products**

- Our goal is to create a natural environment at our properties, avoiding any chemical smell or feel, and we do so by using sustainably manufactured cleaning products. We work closely with UC contracts for product purchase as well as campus EH&S approved products.
- Custodial will only use approved and specified sustainable cleaning products when conducting day-to-day cleaning of all assigned areas.
- Par inventory is maintained at each housing location with only the products being currently used.

- All staff are trained on chemical usage as well as provided with the required PP&E
- Cleaning equipment is well-maintained, inspected regularly and sent out for repair or replaced as needed.

### **Signage**

RSSP sustainability coordinator will post standard signage in trash areas that the residents have access to (Recycle, Compost or Garbage).

## **STANDARD: ELEVATORS**

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Buildings with elevators have a Standard Service Agreement in place in order to perform regularly scheduled maintenance, certification and to respond to routine and emergency repairs.

- **Repairs:** Repairs to elevator mechanical systems are not to be performed by any on-site maintenance staff. Only the elevator service company is permitted to work on any elevator related issues; this includes raising evaluator cabs to retrieve keys/items that residents may drop into the shafts.
- **Elevator Permit/License:** Each year the elevator permit must be renewed and displayed in the elevator (or place a note in the frame stating where the permit is kept).
- **Elevator Emergency System:** Maintenance Supervisor is to maintain a monthly log of Emergency System Inspections.
- Fire recall test are performed in accordance with state testing requirements and mandated practices set by the campus Fire Marshal.
- Emergency phone tests are performed in accordance with state testing requirements and mandated practices set by UCPD.

## **STANDARD: ENVIRONMENTAL CONDITIONS**

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One of the most important things that we can do is work to ensure that environmental conditions at our facilities contribute to a healthy home for our current and future residents. Mold has the potential to become a serious health hazard if not properly addressed, so any signs or reports of mold must be treated as high priority.

### **Mold**

In the event of any water intrusion, observed or reported, we must take the necessary steps to prevent or remediate mold growth following the current laws, regulations and standards.

- Response is to be within the priority selected on the work order (unless there is a superseding emergency to be resolved [ex – major flood, etc.]
- Create a mold inspection request for EH&S <https://ehs.berkeley.edu/about-ehs> to investigate.
- Maintenance evaluates and determines cause of mold. Maintenance team fixes the cause of the mold. If mold requires third-party remediation, a report will be recorded for documentation purposes.
- Prop 65 - Under the law, our responsibility is to notify anyone who may potentially be exposed to hazardous materials as a result of our operations. This responsibility is mandated by California State Proposition 65 and must be implemented at each property in accordance with current law.

## **STANDARD: PEST CONTROL & BED BUG PROCEDURES**

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Managing unwanted pests at any building requires significant and ongoing cooperation and effort by Facilities Management in partnership with residents to properly treat and prevent for home infestations.

- Pest Control Service
- Facility Services Pest Management group will address resident requests and common area services.
- Maintenance teams will only apply pest remediation product that have been vetted and approved by EH&S and meet current legal requirements for disclosure.
- Preventative Bed Bug Inspection.
- Bed Bug inspections are performed by Facility Services Pest Management group.
- Bed Bug treatments are performed by a specialized vendor. Follow up inspections are performed by Facility Services Pest Management group.
- Bed Bug Policy and Information is kept here: <https://housing.berkeley.edu/bedbugs>

## **STANDARD: SERVICE REQUESTS AND WORK ORDERS**

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Creating, servicing and following up on resident service requests in a timely and efficient manner is an important and impactful part of the resident experience.

**Service Request Submission/Creation:** When a service request is received from a resident be sure to collect the following information in order to set the maintenance team up for success:

- Unit #
- What the issue is
- Where the issue is

**Once received:** Ensure the work order includes all necessary information then prioritize and assign to the team lead and/or area supervisor for scheduling.

**Complete the Service Request:** Make every attempt within reason to address service requests in the order they are received

### **Service Request Resolution**

- Technician will clean up after their task, leaving the unit as clean as they found it and taking all their trash or debris out when they depart.
- When the issue is fixed, the Technician that performed the work should record the work done on the service request including the accurate start and end time.

## **SUBMITTING A NON-EMERGENCY MAINTENANCE REQUEST**

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### **Residents in Single Student Housing and Family Housing:**

- Your Room, Suite, & Apartments - As students living in UC Berkeley campus housing, you can submit an online non-emergency maintenance request for your own room, suite, or apartment.

- For those with Approved Accommodation Animals in Housing: You must call the front office to make special arrangements. If no one from your household will be present when maintenance team arrives, all animals, including cats, must be placed in kennels/crates/carriers. Leaving unattended animals in your apartment without doing so will result in rescheduling and be considered a violation of the residential code of conduct.
- Common Areas - Requests for common areas that are not part of a suite or apartment such as public hallways, lounges, lobbies, kitchen, bathrooms, stairwells, etc. should be brought to a Residential Life staff member (RD, RA, or other staff members) or the front desk's attention.

### **What is considered a NON-EMERGENCY?**

Non-emergency maintenance services include, but may not be limited to:

- Lighting
- Plumbing
- Heating
- Door Issues (with exceptions to lost keys or faulty keys)
- Window issues (with exception to broken window)
- Pest (bed bugs, rodents, insects, etc. \* See schedule below.)
- Furniture issues (with exception to bunking and lofting).

### **STAFF - For Dining, Childcare, and RSSB Staff Members**

As staff members, please submit request for non-emergency issues only.

### **OTHER ISSUES**

- Lost Keys - If you have lost your keys or your key isn't functioning properly, please contact your unit front desk as soon as possible.
- In-room Connection, Computer Support - Please go to <http://rescomp.berkeley.edu> for any IT issues.

### **I HAVE AN EMERGENCY**

- RESIDENTS - Contact your RA, RD or Front Desk first.
- STAFF - Call the Work Order Center.

### **TRACKING YOUR REQUEST**

If you would like a status report on your request, please use the search tool to the left and enter your Request number or Work Order number (received through email). If you have any questions concerning a delayed work request, please contact your unit front desk for more information.

- Non-emergency maintenance requests normally have a turnaround time of 3-5 business days.
- Pest Control operates M-F 8am-5pm.

### **STANDARD: UNIT BY UNIT AND BUILDING INSPECTIONS**

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The annual inspection is an opportunity for Foundation and University to focus on each building/floor/common area in order to complete annual unit by unit inspections and improve some of the common areas (*extra cleaning attention to building stairways, carpets, walkways, trash rooms and paint*).

An inspection calendar will be mutually created annually with the Foundation and the University to ensure residents are properly notified, RSSP staff is available and the Foundation representatives can be present.



Routine unit-by-unit inspections will occur in fall and spring semesters and are conducted by the administrative unit for the building/complex. Residents will be provided with minimally 48 business hours' notice outlining what the inspection will entail. The inspection team will utilize our "Health and Safety Inspection" form for consistency across all rooms and units. The form involves visual inspection of the unit for cleanliness, trash/food removal, violations of residential code of conduct, window restriction in place, unreported work order needs, damages and fire/life/safety requirements are being met.

A copy of the findings is provided to the residents and where deemed necessary; a follow up inspection will be conducted within 5 business days. Items that need immediate remedy will be addressed sooner and may result in charges back to the residents (i.e. extremely dirty rooms, intentionally damaged smoke detector).

The administrative team will submit work orders for any repair needs that were found during the inspections.

#### **Inspections at end of year/move out**

All units/rooms are detail inspected by the administrative staff using the items on the "Room Inventory Form" and noting any areas of damage, excessive cleaning, missing items and other. Photos are taken for both documentation when charging the former residents for restoring the unit back to how it had been at move in as well as to back up the billing process in case of future audit.

Units will be inspected within 5 business days of May move out and then turned over to custodial for cleaning. Maintenance issues will be addressed through work orders placed by the administrative staff. Any billing for damage, cleaning, etc. will be put on the student account through StarRez and within 30 days of the move out date.

## **RSSP Custodial Team Responsibilities**

### **Facility Maintenance Needs**

Custodial Supervisor will:

- Participate in regular walk throughs with the Facilities Manager to look for issues/concerns.
- Assign and track status open custodial work orders to ensure completion in a timely manner.
- Report maintenance issues and follow up on the status of outstanding work orders with the maintenance supervisors.

### **Inspection Requirements**

Custodial Supervisor is responsible for:

- A weekly walk through of the facility/complex.
- Random area assessments of each Custodian assigned area to assure that rooms/areas are being cleaned and maintained properly.
- Regular as well as break period (winter, spring, summer) energy conservation efforts.
- Routine staff meetings to communicate timely information, team build and address concerns.
- Participation in the Safety Committee.

### **Safety Requirements**

Custodial Supervisor will maintain the following:

- Maintain an MSDS (Material Safety Data Sheet) file in main custodial room for all custodial chemicals used at the facility. Ensure MSDS information is updated on a twice-yearly basis.
- Work with the divisional Safety Officer for any chemical communication issues or needs.
- Issue all staff PPE (Personal Protective Equipment) in accordance with OSHA requirements and replace as needed or on a regular basis through in person inspection.
- Ensure staff have the CBA required uniforms, they are properly maintained, and everyone appears presentable daily. This includes safety footwear per the UC contract.
- Inspect all cleaning equipment quarterly and spot check staff during utilization for proper technique as well as functionality.

### ***Custodial Operation Guidelines/Expectations***

#### **ENERGY CONSERVATION**

Mindful energy management is our responsibility and beneficial to all. It contributes to the national goal of energy conservation, therefore extending the life of our available natural resources as well as helping preserve our environment. Most of the energy we use comes from non-renewable sources, like oil, natural gas or coal. Conservation is crucial to ensuring the availability of precious resources so energy will be available for many years to come. And, energy is expensive which adds on to our operating costs that then results in rent increases to our residents. Diligent reduction by staff role models positive behavior for our residents which ultimately helps all of us keep costs down.

#### **To reduce energy consumption for lighting:**

- Turn lights off in areas when they are not occupied.
- Reduce lighting levels where safety and performance would not be adversely affected, such as in hallways.
- Check outdoor lighting to ensure it is off during daytime hours.

#### **To reduce energy consumption for equipment**

- Turn off electrical equipment when not in use (or put into a sleep mode if available).
- Unplug items that may still be utilizing power unnecessarily though may seem off

### **To reduce energy consumption for water use**

- Check sink faucets, commodes, and water fountains frequently to ensure they have no leaks. Fully turn off water where residents may not have done so.
- Fill buckets to minimal levels of water needed for cleaning.
- Work with RSSP grounds team on exterior water usage to minimize unnecessary usage.

### **WASTE MANAGEMENT**

With a very large number of residents in our facilities, housing is one of the largest producers of landfill and recycling at this campus. We are committed to supporting the Cal Zero Waste 2020 initiative through our own efforts as well as educating the residents; the RSSP Sustainability Coordinator has developed a multitude of outreach programs and efforts and is charged with helping communicate with the students on ways to live more sustainably.

As our goal is to reduce our waste while continuing to provide a clean and safe environment for our residents, guests and staff, we are strongly committed to achieving successful recycling and composting programs for two reasons. Encouraging and teaching recycling/composting conveys an important message to our students about respecting the environment and it also enables us to reduce the dollars spent on landfill hauling.

***The following practices have been established to assist custodians in meeting the goal of reduced refuse collection:***

#### **Landfill**

- Reuse or recycle rather than dispose of material in the landfill dumpster.
- ALL cardboard must be flattened and added to the cardboard recycle bin. NO CARDBOARD IN THE TRASH DUMPSTERS!
- Tie garbage bags tightly to expel air prior to adding them to the dumpster.
- Selected facilities have been provided with a trash compactor. Use of this equipment ensures a significant savings to us because it greatly reduces the volume of garbage that must be hauled to the landfill
- Periodically, monitor and evaluate the amount of trash in the dumpster to maintain proper dumpster size and frequency of pick-ups.

#### **Recycle**

Cardboard recycling is mandatory and often becomes the responsibility of the custodial staff since residents often leave boxes in hallways and other areas. Empty boxes must be flattened and safely stacked until such time as they can be taken to the recycle bin. All grades and types of cardboard can be added to the bin. Newspapers and magazines should also be disposed of in the cardboard bin. Recycling wastepaper from the meeting rooms, offices and work areas is a shared responsibility of the staff, residents and guests. Each meeting room and office is provided with a separate paper recycle container. These containers are regularly emptied and taken to the recycle bin.

Plastic and aluminum recycling are to be placed in the appropriate bin labeled for such material.

#### **Compost**

Green compost bins are provided in each residential room for their usage. Biodegradable bags are provided in the laundry rooms for residents to access as needed. It is the residents' responsibility to empty compost into the appropriate large bin for removal.

### **CUSTODIAL TRAINING**

Custodial staff will receive training in the following areas when on-boarded and again on a refresher basis yearly:

- General Cleaning Standards
- IIPP
- PPE

- Bloodborne pathogens/proper hazardous clean up
- Body Mechanics
- Back Safety and Proper Lifting
- Emergency preparedness
- Chemical usage
- Bathroom cleaning
- Room cleaning
- Furniture set-ups
- Floor care
- Equipment usage
- Customer Service
- Respect and Civility
- Work order process

## **PEST MANAGEMENT**

Education is a vital component of pest management. Pest control objectives will differ from site to site and will be consistent with the goal of protecting the health and safety of residents, guests and staff, maintaining the integrity of buildings and structures, providing the safest surfaces possible, and maintaining a productive working and learning environment. Pest prevention measures will include regular inspections and monitoring, sanitation and pest proofing, and modification of environmental conditions leading to pest problems. Pest issues are to be addressed through the Work Order Center.

### **Custodial Supervisor/Custodial Staff will:**

- Work with EHS via the Facilities Manager/Maintenance to ensure consideration of pest control implications of building.
- Participate in facility inspections to identify pest problems.
- Report pest activity promptly to the Work Order Center.

**NOTE:** Custodial staff are not authorized to bring any pesticides onto UC property, or to apply any pesticides. This includes any/all products such as Raid, Black Flag, etc. that can be purchased at local stores for home use. Handling of all pesticide products will be done by properly trained and licensed University pest management staff.

## **AIR FRESHENERS/DEODORIZERS**

Deodorizers are products with the sole purpose of masking odors. Therefore, they do not solve the problem they cover it up (clean does not have odor).

Persistent odors in the Facilities are caused by two factors:

- Unsanitary Conditions
- Inadequate Ventilation

If custodial and moisture issues are addressed and exhaust fans are functional, odor problems should be temporary. Maintenance staff have a difficult time locating and correcting unsanitary conditions when deodorizers are masking odors so they are not to be used if a continual odor is detected as it could mean a more serious situation.

**NOTE:** Deodorizers are not to be confused with disinfectants. Disinfectants with deodorizers included are allowed as part of our approved custodial cleaning supplies.

## **CLEANING STANDARDS**

**There is no cleaning included inside the student units while in residence, only common/public areas throughout the building. Weekly cleaning service of apartment kitchens and bathrooms will require additional staff if this work is desired. Planned heavy usage of public area spaces may also require more staffing in order to meet the higher level of service that will go along with this.**

## I. Common Area Kitchens/Vending

- Clean and wipe the top of the stove and check oven daily.
- Clean oven as needed with an oven cleaner.
- Microwave will be cleaned with an all-purpose cleaner inside and out daily.
- Clean the outside and inside of the refrigerator daily.
- Check refrigerator for odors and spills and remove expired food products.
- Clean top, sides and front of ice machine daily. If stainless steel, use a stainless-steel cleaner to remove all fingerprints and smudges.
- Check inside of ice machine daily and remove all items other than ice.
- Clean and wipe vending machines' top, sides and front daily.
- Report any issues with the kitchen, appliances and/or vending machines to the unit office.
- Dust; remove all smudges, fingerprints and other foreign debris from the cabinet shelves daily.
- Disinfect and clean countertops and sinks daily
- Sink fixtures will be free of water deposits, streaks, and food particles.
- Sinks will be operational, no drainage problems, and water flow will be stable.
- Report any issues with sinks to the unit office.
- Remove cobwebs and clean ceiling areas daily.
- Report burned out light bulbs or damaged light covers to the unit office.
- Report damaged, water stained or spotted ceiling tiles to the unit office.
- Clean all light covers/globes monthly.
- Return vents and discharge vents will be dust free.
- Trash emptied and replace liner daily.
- Surface clean daily and sanitize receptacle as needed.
- Damaged or unusable receptacles will be removed from service and replaced immediately.
- Walls will be wiped down so they're free of fingerprints, smudges and graffiti.
- Soap dispensers will be functional, filled and deposit free.
- Paper towel holders will be refilled as needed.
- Stainless steel fixtures will be cleaned and polished.
- Both sides of door and glass will be free of tape, smudges and fingerprints.
- Windows will be free of fingerprints, smudges and tape.
- Windowsills will be free of dust and debris.
- All windows are to be closed and locked during curtailments or holiday breaks.
- All broken or non-functioning hardware shall be reported to the unit office.
- Dust blinds weekly.
- Clean and wash curtains annually (***we prefer blinds or shades to curtains***).
- Report all damaged curtains or blinds to the unit office.
- Floor dust mopped daily using dust inhibiting product.
- Damp mop floor daily with disinfectant neutral cleaner.
- Floor will be detail scrubbed semi-annually.
- Floor drains will be flushed monthly with a liquid enzyme approved by EHS for said usage.

## II. Custodial Closets

- Maintained in a neat, clean and orderly fashion.
- Supplies are stored appropriately.
- Work tools and equipment are stored and maintained in a clean, safe, and functional state.
- **All** chemical containers are labeled in accordance with Federal, State and Local requirements.
- Sink is wiped and cleaned daily making sure there is no drainage problem and water flow is stable.
- Storage shelves are maintained in an organized fashion.
- Floor are kept safe and free of debris; swept daily and mopped weekly

## III. Supply/Storage Rooms

- Maintained in a neat, clean and orderly fashion.
- Supplies are stored appropriately.
- Equipment is stored, and maintained in a clean, safe, and functional state.
- Items needing service or repair are tagged accordingly and placed in a specified location.

- All chemical containers are labeled in accordance with Federal, State and Local requirements.

#### **IV. Trash Rooms**

- Floor is kept dry, safe and free of debris; swept and mopped daily.
- Walls are wiped down daily with a disinfectant cleaner.
- Entrance door is cleaned inside/outside daily.
- Trash chutes are cleared daily; outside is free of any loose trash.
- Recycling chute cleared daily; no items should be trapped between door and chute.
- Clean face of trash chute door with a disinfectant daily to remove all spots and debris.
- Floor drains will be flushed monthly with a liquid enzyme as approved by EHS for said usage.
- Floor drain strainers will be replaced when broken or missing.
- Main trash room floors will be detail cleaned with an auto scrubber or low speed scrubber quarterly.
- Trash and recycling chutes will be professionally cleaned semi-annually to prevent and eliminate odors and assist with pest control.
- Trash room floors in residential areas will be detail scrubbed monthly

#### **V. Lobbies / Lobby Entrances**

- Sweep outside entrance ramp or stair to main door daily.
- Vacuum/sweep mats daily.
- The floor will be free of all debris including corners.
- Carpeted floors are vacuumed daily.
- Vinyl, ceramic and terrazzo floors are mopped daily.
- Floor moldings are maintained in a dust free condition.
- Clean ceiling areas daily.
- Report burned out light bulbs and damaged light covers to the unit office.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.
- All furniture will be dusted and arranged according to design standards.
- Walls are dusted and free of spots, smudges and dirt.
- All glass is cleaned twice daily.
- Ensure doors are closing and securing correctly.
- Lock and unlock doors at the appointed times.

#### ***Periodic Cleaning***

- Upholstered furniture will be extracted yearly, spot cleaned as needed.
- Carpet will be spot cleaned as needed and extracted quarterly (dependent on manufacturer recommendation).
- Hard flooring will be maintained in accordance with manufacturer recommendation. (given the high level of usage at this location)
- Carpet type floor mats will be extracted monthly.
- Rubber floor mats will be detail cleaned monthly.

#### **VI. Elevators**

- Elevator floor swept and mopped daily with a disinfectant/neutral cleaner
- Elevator tracks cleaned daily free of debris, dust and foreign objects
- Inside/outside cleaned daily with a stainless-steel cleaner.
- Ensure elevator buttons are present and working correctly; report any issues to the unit office.
- Report burned out light bulbs to the unit office.
- Clean all light covers/globes.

### ***Periodic Cleaning***

- Stainless steel elevator cabs will be professionally metal sanded yearly to remove permanent scratches and graffiti (maintenance will handle this work with an outside vendor).

## **VII. Hallways**

- The floor will be free of debris including corners.
- Carpeted floors will be vacuumed at least once per day.
- Spots and gum on the floor covering will be removed upon discovery.
- Floor moldings will be maintained in a dust free condition.
- Ceramic, vinyl and terrazzo tile will be swept and mopped daily.
- Dust and remove all fingerprints and smudges from walls.
- Doors will be cleaned and free of graffiti daily.
- Doors will be checked weekly for efficient operation.
- Windows will be free of fingerprints and smudges, tape, etc.
- All secondary exits will be clear and free of obstacles during occupancy
- Remove cobwebs daily and ensure ceiling areas are clean.
- Report burned out light bulbs and damaged light covers to the unit office.
- Replace damaged or water stained ceiling tiles to the unit office.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.
- Carpet will be spot cleaned as needed and extracted quarterly (dependent on manufacturer guidelines).

## **VIII. Exercise Rooms**

- Wipe down equipment with disinfectant daily.
- Dust and remove all smudges and fingerprints from doors daily.
- Wall coverings will be dust free.
- Doors will be checked weekly for efficient operation.
- Windows will be free of fingerprints and smudges, tape, etc.
- All windows are to be closed and locked during curtailments or holiday breaks.
- All broken or non-functioning equipment will be reported to the unit office.
- Floors swept, mopped and/or vacuumed daily.
- Exercise room floor finishes will always be maintained in a safe condition.
- Trash emptied and replace liner daily.
- Sanitize receptacle monthly.

## **IX. Academic Center**

- Computers and office machines will be dusted daily according to manufacturer specifications.
- The floor will be free of all debris including corners.
- Carpeted floors will be vacuumed daily.
- Vinyl, ceramic and terrazzo floors will be mopped daily.
- Dust and remove all smudges and fingerprints daily from walls.
- Wall coverings will be dust free.
- Pencil sharpeners will be emptied daily.
- Report burned out light bulbs to the unit office.
- Replace damaged or water stained ceiling tiles to the unit office.
- Clean light covers and fixtures weekly.
- Return vents and discharge vents will be dust free.
- Windows will be free of fingerprints and smudges.

- Windowsills will be free of dust and debris.
- All windows are to be secured.
- Broken or nonfunctional hardware will be reported upon discovery.
- All furniture will be sanitized/dusted daily.
- Upholstered furniture will be extracted yearly, spot cleaned as needed.
- Trash emptied and replace liner daily.
- Sanitize receptacle monthly.
- Telephones will be wiped down daily with a disinfectant cleaner.

#### ***Periodic Cleaning***

- Vinyl, ceramic, terrazzo finishes will be maintained as finish wears allowing damage to the floor covering (quarterly).
- Carpet will be spot cleaned as needed and extracted quarterly (dependent on manufacturer guidelines).
- Exterior windows will be cleaned quarterly.
- Upholstered furniture will be extracted yearly, spot cleaned as needed.

### **X. Administrative Offices/Mailroom**

- The floor will be free of all debris including corners.
- Carpeted floors will be vacuumed daily.
- Vinyl, ceramic and Terrazzo floors will be dust mopped daily with a dust inhibitor treated dust mop.
- Floor moldings will be maintained in a dust free condition.
- Dust and remove all smudges and fingerprints from walls daily.
- Wall coverings will be dust free.
- Pencil sharpeners will be emptied daily.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.
- Windows will be free of fingerprints and smudges.
- Windowsills will be free of dust and debris.
- All windows and gates are to be secured.
- All flat surfaces will be dusted daily.
- Administrative desks will be dusted daily without disturbing administrative materials.
- Counters will be wiped down daily.
- Book shelving will be dusted daily.
- Trash emptied daily and replace liner daily.
- Sanitize receptacle monthly.
- Telephone handsets will be wiped down daily with a disinfectant cleaner.

#### ***Periodic Cleaning***

- Vinyl, ceramic, terrazzo finishes will be maintained as finish wears allowing damage to the floor coverings. (Quarterly)
- Carpet will be spot cleaned as needed and fully extracted quarterly (dependent on manufacturer guidelines).
- Exterior windows will be cleaned quarterly.
- Computers and office machines will be cleaned according to manufacturer's specifications.
- Upholstered furniture will be spot cleaned as needed.



## **XI. LOUNGES**

### **Main Lounge /Floor Lounge/Study Lounge/ Recreation Rooms**

- Floor will be free of all debris including corners.
- Carpeted floors will be vacuumed daily.
- Spots and gum on all floor coverings will be removed upon discovery.
- Floor moldings will be maintained in a dust free condition.
- Vinyl, ceramic and terrazzo floors will be dust and wet mopped daily.
- Vinyl, ceramic and terrazzo floors will be scrubbed and recoated as finish wears allowing damage to floor covering. (Quarterly)
- Walk off mats will be cleaned daily and free from sand and debris. Mats should be inspected and removed from service when worn or damaged.
- Dust and remove all smudges and fingerprints from walls daily.
- Wall coverings will be dust free.
- White board/chalk trays will be wiped down daily.
- White/chalk boards will be cleaned daily.
- Any tape on walls will be removed daily.
- Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be reported via work order.
- Graffiti will be removed from walls daily. Obscenity and gang related material immediately upon discovery.
- Game tables will be dusted/wiped down daily.
- Remove cobwebs and clean ceiling areas daily.
- Report burned out light bulbs and damaged light covers to the unit office.
- Replace damaged and water stained ceiling tiles to the unit office.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.
- Windows will be free of fingerprints and smudges, tape, etc.
- Windowsills will be free of dust and debris.
- All windows are to be closed and locked during curtailments or holiday breaks.
- All broken or non-functioning hardware shall be reported to the unit office.
- All furniture is to be arranged in accordance to design specifications
- All flat surfaces will be dusted daily.
- All furnishings will be free of graffiti, gum and dust.
- All secondary exits shall be kept free of obstructions and accessible.
- Upholstered furnishings will be spot cleaned as needed.
- Trash emptied daily and replace liner daily.
- Surface clean daily and sanitize receptacle as needed; daily, without liner.
- Damaged or unusable receptacles will be removed from service and replaced immediately.

#### ***Periodic Cleaning***

- Vinyl, ceramic, terrazzo finishes will be maintained, as finish wears allowing damage to floor covering. (Quarterly)
- Carpet will be spot cleaned as needed and fully extracted quarterly (dependent on manufacturer guidelines).
- Upholstered furniture will be extracted yearly, spot cleaned as needed.
- High exterior windows will be cleaned quarterly where able.

## **XII. PUBLIC RESTROOMS**

### **(Restrooms will be monitored for cleanliness throughout the day)**

- Floors will be swept and mopped daily with a disinfectant cleaner.
- Floor drains will be flushed monthly with a liquid enzyme in accordance with EHS for said usage.
- Floor drain strainers will be replaced when broken or missing.
- Windows will be free of fingerprints and smudges, tape, etc.
- Ceiling areas cleaned daily.
- Windowsills will be free of dust and debris.

- All windows are to be closed and locked during curtailments or holiday breaks.
- Walls will be free of soap film and fully wiped down with disinfectant.
- Floors will be free of mold and mildew in tile grout.
- Fixtures will be cleaned and polished daily.
- Toilet bowls will be free of water deposits.
- Fixtures will be cleaned and polished daily to remove water deposits.
- Entire toilet (including base and both sides of seat) will be thoroughly disinfected twice daily.
- Toilet seat will be maintained in a safe condition.
- Soap dispensers will be functional, filled and deposit free.
- Paper towel holders will be filled and maintained.
- Toilet paper holders will be full and maintained.
- Mirrors will be fingerprint and smudge free.
- Partitions will be cleaned daily.
- Walls will be kept graffiti free. Graffiti removed daily unless profanity or gang related and then it shall be removed immediately upon discovery.
- Feminine hygiene receptacles will be emptied, and liners changed daily.
- FH receptacles will be sanitized daily.
- Report burned out light bulbs upon discovery.
- Trash emptied daily and replace liner daily.
- Surface clean daily and sanitize receptacle as needed; daily, without liner.
- Damaged or unusable receptacles will be removed from service and replaced immediately.
- Any concerns or repairs needed will be reported to the unit office.

#### ***Periodic Cleaning***

- Floors will be detail scrubbed monthly.
- Floors will be refinished as finish wears allowing damage to the floor covering (quarterly).
- Exterior windows will be cleaned quarterly.

#### **XIII. Balconies/Patios**

- Cobwebs removed daily.
- Power wash quarterly.
- Arrange patio furniture to meet design requirements daily.
- Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be reported via work order.
- Graffiti will be removed from walls daily. Obscenity and gang related material immediately upon discovery.
- All flat surfaces to be wiped and cleaned with an all-purpose cleaner weekly.
- Windows will be free of fingerprints and smudges, tape, etc.

#### **XIV. Stairwells (interior and exterior)**

- Wipe down handrails with an all-purpose cleaner weekly
- The floor will be free of all debris including corners.
- Spots and gum on all floor coverings will be removed upon discovery.
- Floor moldings will be maintained in a dust free condition.
- Vinyl, ceramic and terrazzo floors will be wet mopped daily.
- Ceramic tile will be swept daily and cleaned according to manufacturer's recommendations
- Clean inside and outside of doors removing fingerprints smudges, tapes, tacks, and postings
- Clean door frame with all-purpose cleaner removing dust, fingerprints and smudges
- Dust walls and remove all smudges and fingerprints.
- Wall coverings will be dust free.
- Any tape, stickers, posters, flyers, etc. on walls will be removed regularly (dependent on content on flyers/posters/notices).
- Graffiti will be removed from walls daily. Obscenity and gang related material immediately upon discovery.

- Dust clean and exposed pipes monthly.
- Windows will be free of fingerprints and smudges, tape, etc.
- Windowsills will be free of dust and debris.
- All windows are to be closed and locked during curtailments or holiday breaks.
- All broken or non-functioning hardware shall be reported upon discovery
- Remove cobwebs and clean ceiling areas daily.
- Report burned out light bulbs and damaged light covers to the unit office.
- Replace damaged or water stained ceiling tiles to the unit office.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.

#### ***Periodic Cleaning***

- Stairs and landing finishes will be maintained regularly.
- Light fixtures will be cleaned semi-annually.
- Vinyl and terrazzo floors will be scrubbed and recoated as finish wears allowing damage to floor covering. (Quarterly)
- Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be reported via work order.

#### **XV. Meeting/Program Rooms**

- Dust and remove all smudges and fingerprints.
- Wall coverings will be dust free.
- White board/chalk trays will be wiped down daily so large accumulations of chalk dust are not present.
- White/chalk boards will be cleaned daily.
- Pencil sharpeners will be emptied daily.
- Any tape on walls will be removed daily.
- Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be corrected via work order.
- Graffiti will be removed from walls daily. Obscenity and gang related material immediately upon discovery.
- Dust and remove all smudges, fingerprints, and other foreign debris from the cabinet shelves daily.
- The floor will be free of all debris including corners.
- Spots and gum on all floor coverings will be removed upon discovery.
- Floor moldings will be maintained in a dust free condition.
- Vinyl, ceramic and terrazzo floors will be dust/wet mopped daily.
- All furniture is to arranged accordance to design specifications
- All flat surfaces will be dusted daily.
- All furnishings will be free of graffiti, gum and dust.
- All secondary exits shall be kept free of obstructions and accessible.
- Remove cobwebs and clean ceiling areas daily.
- Report burned out light bulbs and damaged light covers to the unit office.
- Replace damaged and water stained ceiling tiles to the unit office.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.

#### ***Periodic Cleaning***

- Vinyl, ceramic and terrazzo floors will be scrubbed and recoated as finish wears allowing damage to floor covering. (Quarterly)
- Carpet will be spot cleaned as needed and fully extracted quarterly (dependent on manufacturer guidelines).

- Upholstered furniture will be extracted yearly, spot cleaned as needed.

#### **XVI. Music/Practice Rooms**

- Walls and windows will be wiped down daily.
- Clean pianos according to manufacturer's recommendations.
- The floor will be free of all debris including corners.
- Carpeted floors will be vacuumed daily.
- Remove cobwebs and clean ceiling area daily.
- Report burned out light bulbs to the unit office.
- Report damaged or water stained ceiling tiles to the unit office.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.
- Walls will be inspected when cleaned for any peeling or chipped paint. Any walls needing repair will be reported via work order.
- All furniture is to be arranged in accordance to design specifications
- All flat surfaces will be dusted daily.

#### **XVII. Laundry Rooms**

- Remove excess laundry detergent from the top and inside of washing machines daily.
- Machines are cleaned thoroughly daily (where empty, includes removal of lint).
- Dryer vent ducts are serviced yearly by laundry vendor or outside contractor.
- Report burned out light bulbs to the unit office.
- Replace damaged or water stained ceiling tiles to the unit office.
- Report damaged light covers to the unit office.
- Sink will be cleaned daily including faucet.
- Counters will be wiped down daily.
- Clean all light covers/globes weekly.
- Return vents and discharge vents will be dust free.
- Walls will be wiped down daily and free of fingerprints, smudges and graffiti.
- Paper towel holders will be refilled as needed.
- Windows will be cleaned and free of fingerprints and smudges, tape, etc.
- Windowsills will be free of dust and debris.
- All windows are to be closed and locked during curtailments or holiday breaks.
- All broken or non-functioning machines shall be reported to the unit office.
- Trash emptied and replace liner daily.
- Floors will be swept and mopped daily with a disinfectant cleaner.
- Floor drains will be flushed monthly with a liquid enzyme as approved by EHS for said usage.
- Floor drain strainers will be replaced when broken or missing.
- Floors will be detail scrubbed with an auto scrubber or low speed scrubber semi-annually.

#### **XVIII. Exterior Areas**

- Exterior windows will be cleaned daily where within safe reach. Higher areas will be cleaned by an outside contractor on an approved schedule.
- Report burnt out exterior lighting to the unit office.
- Power wash stairs and grounds monthly (or as allowed by water conservation efforts)
- Hose down grounds to eliminate all spills and stains weekly (more often as needed).
- Sidewalks will be kept free of trash and hazards.
- Planters will be maintained in an approved aesthetic condition.
- Custodial will work with RSSP grounds crew for exterior area upkeep.

## **MONTHLY INTEGRATED PEST MANAGEMENT PREVENTION**

### **Grounds**

- Food related garbage-removed daily from outside areas.
- Exterior garbage cans emptied daily.
- Litter/trash removed from outside grounds daily.
- Food / drink spills cleaned up promptly.
- Plastic liners used in refuse cans containing food substance
- Food related garbage removed from daily.
- Garbage removed from structure daily.

### **Refuse Areas**

- Exterior garbage dumpster located on a hard-cleanable surface (concrete or asphalt).
- Lids on dumpsters kept closed except when adding trash.
- Dumpster area cleaned by pressure washing quarterly.
- Report any holes or other potential entry areas for rodents via work order.

## **INITIAL STAFFING PLAN**

### **Minimum Staff Count:**

- 1 Custodial Supervisor
- 1 Lead Custodian (union position)
- 9 Sr. Custodians (union)
- 2 Sr. Building Maintenance Workers (union)
- 3 Trades (union)
- 1 Groundskeeper (union)
- 2 Facilities Management Staff (1 Facilities Manager and 1 Admin Asst, the AA is union)
- 1 ResLife RD (FTE)-RA's are not included in this as they get a room & board deal not comp
- 23 student staff

# Customer Service Standards Guide

## **STANDARD: Residential Experience**

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Providing a warm, clean, and safe environment is essential to making residents feel at home from the first moment they walk in the door. It sets the tone for their experience.

### **Acknowledge**

When you see a resident or fellow team member, acknowledge them and give a courteous and professional greeting:

- Make eye contact and smile-
- Say “hello”, ask how they are doing or wish them a great day!
- When someone approaches the front desk, make eye contact and greet them in a courteous and friendly manner. If you are seated at a workstation that’s across the office, stand up and walk to the counter
- Ask how you can help them, who they are looking for, etc.
- Always pay attention to who is in proximity of the office area. If nearby doors are locked, look up when someone clears access and enters in. We are in an urban area and being attentive to all who are coming/going helps non-affiliates know we’re actively watching

### **Make Them Feel Welcome**

- If you sense a resident is stressed or in a hurry when they come to the office, do your best to quickly assess what you can do to help. Be friendly and efficient to try to help reduce any tension they may be feeling
- If you are on the phone or meeting with someone else and a line begins to form at the counter area, acknowledge all with a welcome, and politely tell them you’ll be with them soon. If there is a co-worker nearby, ask them to come assist.

## **STANDARD: Serve It Forward**

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In order to provide game changing service for our residents and fellow team members to deliver an experience that is personal, easy, creative and demonstrates a sense of genuine regard for our residents and guests.

### **Make it Simple**

Create a living environment and experience that is simple and guest friendly as well as responsive to guests or student needs in a timely and professional manner.

- When presented with an issue we have to say no to, there is a way to address the situation without solely saying “no”. Offer a statement of empathy and explain the rationale for why we are not able

to meet their expectation/request (i.e. contract dates, liability/risk, legal reasons, against student conduct policies); then offer a creative solution to the problem options for what we can do or who else may be able to assist them.

- Own responsibility- If you fail to meet a customer's expectation, own the responsibility and solve the problem.
- Communication/responsiveness- all emails, phone requests etc. are to be followed up within 24 business hours.

### **Every Detail Counts**

Everything from cleanliness, maintenance and organization to staff attire helps create an environment that is appealing and welcoming.

- Appearance - outward appearance of lobby, office, elevators to reflect those standards put forth in Maintenance Service Standards Guide.
- Professionalism - always act professional in any interaction with a resident or team member.
- Pride-take ownership of interactions with our residents and guests as well as ensuring the facility is well maintained

### **Service Approach**

- Positive attitude – in any situation act with a positive, can do attitude.
- Empathy - take a step in their shoes. Their perspective is their reality.
- Patience - students are often not as communicative as we would like nor necessarily follow procedures, so we work to help them learn their role as residents of our facilities
- End the conversation on a positive note such as “is there anything else I can help you with?” or “thank you”.
- Communicate to fellow team members so they can assist with issues in process, follow up with residents and are better informed on what has gone on each day.

### **STANDARD: Work Qualities**

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We seek leaders and achievers. People who we believe will thrive within our dynamic, challenging, creative culture, and who challenge convention, change perspectives and keep us focused on representing Berkeley well:

- **Communicator:** Open, articulate and pro-active in discussing issues and sharing information. A great listener who is clear in their message and action they will take.
- **Team Oriented:** Enjoys being part of a team and working with others to create great outcomes in our working and living environments.
- **Entrepreneurial:** Thrives in our evolving environment and is excited by the chance to play a role while developing their skills with us.

- **Passionate:** Passionate about the University, people and delivering a great student/guest experience in their living environment. Is self-motivated and positive.
- **Self-Starter:** Able to take things and run with them. Strategically prioritizes multiple tasks in a proactive manner.
- **Creative:** Able to see new opportunities not apparent to others.
- **Principled:** Is ethical; has the utmost integrity and is a positive example for others to emulate.

#### **STANDARD: Telephone Standards/Best Practices**

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In order to project a professional and polite impression, we have the following standards for conducting business via telephone and/or email. Etiquette standards always apply at work, including when we are “on-call” during evenings and weekends.

- Keep it positive – Callers can hear an upbeat attitude in your voice
- Keep it conversational – Develop a relationship with the person on the phone, ask questions as needed and keep it simple
- Listen attentively to the caller – A caller wants and deserves undivided attention, view the call as the only important conversation at that time
- Obtain the name of the caller. Build a rapport by using the caller’s name often, they will feel that you are truly interested in helping. If unsure on name pronunciation, ask them so you can get it correct
- Ask for a call back number when appropriate and if it’s ok to call them back at the number if the call is disconnected
- Speak clearly – Do not chew gum or have candy or other items in your mouth while speaking, do not whisper, make sure to project your voice with confidence and maturity
- Speak slowly and enunciate - Do not speak quickly because your conversation may sound garbled or cause the caller to feel rushed
- Be careful when using “internal language” as everyone you speak with may not understand our acronyms and other UCB items
- Speak in a natural, friendly voice - Allow your personality to shine through
- Be helpful with a positive attitude – Be prepared to answer questions, answer the caller’s questions with a “yes” whenever possible, attempt to satisfy all requests personally (one stop shopping), no reasonable request should be denied
- If a caller asks you something you don’t know, never say, “I don’t know”. Explain to the caller that you will find the answer and call them back (Make sure to follow up!) or who will be handling their situation if it’s best to forward it on
- If callback is needed, provide the caller with a timeframe of the call back (“by the close of business” or “within the hour”)
- Answer calls within three rings unless you are currently assisting another person, and in that case do your best to excuse yourself to briefly answer the phone and ask the caller if you can put them on hold.



- Focus – While preparing to answer the phone, clear yourself of all distractions. The first ring allows you to transition from the task you are doing in order to be completely focused on the caller. The second ring allows you to make sure you have your tools in order (i.e. notepad, a pen, etc.).
- Smile when you speak and use a pleasant, friendly tone of voice.
- A caller should only be placed on hold if you are unable to provide suitable assistance to them and have received their permission to place them on hold (i.e. you need to ask for help or find someone else who can help the caller)
- If transferring the caller to another office (i.e. Cal Housing, another Unit, etc.) it's a good practice to connect with the other office first to let them know a call is coming and what the person needs. Then connect the caller to the call and give the caller the number to the referred office in case the call is disconnected. Do not "blind transfer" calls.

### **STANDARD: Email Etiquette**

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Remember that email becomes permanent lasting documentation, so consider if it is the appropriate form of communication before sending an email. When possible and appropriate, talk to someone in person or on the phone before sending an email.

#### **All initial email communication (internal and external) will include:**

- Use a name intro: Dear Robert, Mr. Jones, or first name if on a familiar basis, or use a general salutation: Good morning, Hello team etc.,
- A proper closing: Thank you, Warm Regards, Sincerely, etc....
- A clear, descriptive Subject line indicating what the email is about. The more specific you are, the easier it is for the reader.
- Reply emails (all back and forth emails after the initial email communication):
- When communicating to a resident, colleague or any professional contact (such as a vendor) continue to use formal greetings and closings for each exchange
- Answer emails within 24 business hours whenever possible.
- Use a clear and concise subject line that accurately conveys the key purpose of the email
- Be concise and to the point
- Do not write in CAPITALS, this is the electronic version of shouting
- Turn on spell check for all emails
- Read It Twice: Proofread an email before you send it. Best Practice: If it is a critical email, do not send the email right away, instead draft your email/response, take a break away from the message, then review again before sending. Remember that email was not designed to be instantaneous communication.
- Use the "Reply All" function with caution – ask yourself if all recipients need to see your response or just the author. Do not continue a CC trail for "Thank you" emails.
- Take care when using emoticons or instant messaging jargon (BTW, LOL etc....) – they are only appropriate for internal emails with team members you know well.

**BCC Function:**

- If sending a bulk email to people who do not know each other (such as residents), use the Bcc:
- function to hide addresses from other recipients
- Do not use the Bcc: function to “tattle” – if you copy others on an email, use the Cc: function so the addresses are revealed

**Other Standards:**

- Do not attach unnecessary files
- Do not forward chain emails
- Do not use your UCB email account to send personal emails.
- Student staff are to use the office email for all office correspondence
- Do not request delivery and read receipts
- Do not ask to recall a message
- Do not copy or forward a sensitive email or attachment without the author’s permission
- Do not use email to discuss confidential information
- Do not use backgrounds or wallpaper
- Be careful with the auto-fill functionality, make sure you are sending your email to the correct person.

**University maintains legal obligations due to FERPA, Clery and HIPPA so must maintain confidentiality as required along with reporting certain information to other campus departments. When in doubt, do not give out information to the caller or emailer and refer them as needed. Better to withhold information than to potentially violate privacy laws. Email is part of Public Records Requests so keep that in mind when communicating in writing on sensitive topics.**

**Best Practices:**

- Avoid after-hours email whenever possible
- Be careful of content and replies when mixing vendors and UCB staff on the same email as well as if parents and/or students are also part of email chains
- Keep emails short and sweet.
- When forwarding emails, recap the issue/topic/task in the body of your email and be sure to include the original attachment.

**STANDARD: Vocal Communication**

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Our voice is warm, interesting and clear. It is friendly, respectful yet professional. It is understated, letting the facts tell the story, and not chest-thumping. And above all else, it is genuine. We emphasize creating an experience that is effortless, personal, creative, professional and our communication is in keeping with this. Communication should not feel corporate, generic or use jargon and alternatively it should not feel over the top or juvenile.

## **Communication**

- We speak effortlessly.
- Never seeming inauthentic.
- We speak creatively.
- We speak personally.
- We're talking to people, not some faceless crowd.
- We speak with the knowledge that an escape from the rigors of daily life is among a home's most important roles.
- Our voice speaks to how we do things differently, how we hold strong values and how we act on them. The following adjectives describe the traits of that voice:
  - Warm: Be welcoming, inclusive and show that we're ready to serve our resident's needs. DON'T be sterile or curt.
  - Honest: Be passionate and convey ideas as something you truly believe in. Make it personal. DON'T use hyperbole, and never mislead to impress.
  - Straightforward: Cut to the chase and be succinct. DON'T be vague or talk in circles.

## **Landscape Maintenance Standards**

### **STANDARD: LANDSCAPE**

---

The primary responsibility for landscape belongs to the University to ensure landscaping standards are upheld for the benefit of current and future residents as well as creating a safe atmosphere. Additionally, see attachment “Exterior Landscape Style Guide” for best practices to ensure landscape standards are met consistently concerning areas such as ground cover, trim pruning and staking, crown clean, reduction, raise and thinning.

#### **Landscape Basics**

- Plants/trees should be strategically placed based on recommended water, soil, and climate conditions and with consideration to eventual size and long-term maintenance objectives focusing on serviceability and public safety. Sustainable and native plants are always preferred.
- Water efficiently and check the sprinkler systems regularly.
- Whenever a plant/tree fails and needs replacement (due to age or failure), the University/RSSP grounds supervisor will determine action based on our landscape standards and will collaborate with the Project Advisory Board on replacement so as not to change the original design intent.
- New plant installs or different type replacements require confirmation by the University/The Foundation and landscape service provider.
- Mulch should be about 1½-2 inches thick on the ground. University/RSSP standard is to maintain a layer of natural wood chip mulch within all planting beds. NOTE: Gorilla hair is a fire hazard and should not be purchased.

#### **Landscape Documentation/Quality Control**

- University/RSSP standard is gardeners are expected to be on site no less than twice a week and expectations of care are communicated as needed when work is assigned. A Lead gardener or manager will walk the property as needed to provide guidance and adherence to standards.

#### **Landscaping Standards**

University must apply sustainable landscape guidelines and best management practices for all landscape. This includes utilization of qualified landscape maintenance professionals trained in these best practices including water conservation, energy conservation, local materials, less waste, healthier soil, integrated pest management, and elimination of toxic chemicals in the environment. *(RSSP has its own grounds team and this work will be performed by them with outside vendors being used in very limited capacity such as tree trimming, major irrigation system repair)*

#### **Mowing**

- Turf shall be mowed as required to maintain the manicured appearance of turf - standard for fescue blends is 3-3.5 inches in summer and 2 inches in the winter.
- Blades on turf cutting equipment shall be maintained in a sharp condition to minimize damage and trauma caused by cutting.
- Trees should have no less than 3-foot diameter area around base of trunk with no turf present, in ground electric boxes and sprinklers shall be set to grade to not interfere with mowing.

- Mulching mowers are used, standard is no more than ⅓ of the blade should be cut per mowing cycle. If turf is too long for this standard, then clippings will be removed by bagging or raking.

### **Edging / Trimming / Aeration**

- Mechanical edging along sidewalks and curbs shall be performed every other mowing. Lawns bordering ground cover areas and tree basins shall be edged once per month. Lawns should have an installed physical border along planters or groundcover areas that is edged to same standard as sidewalks and curbs.
- Aerate as needed if soil compaction is present and turf is showing signs of stress.

### **Shrubs and Vines**

- Shrubs and vines shall be maintained away from walkways and buildings unless otherwise specified. Shrubs should be planted with consideration to growth so that an 18" minimum distance from buildings can be maintained for building service and pest management.
- Where applicable, vines will be attached securely in the intended area (for example: eco-wall) to encourage their proper training.
- Natural shapes or architect's direction will dictate pruning patterns.
- Boxing, balling, or formal shaping of shrubs shall be avoided so not to expose bare trunks or branches.
- Pruning care of shrubs and trees will follow ANSI 300 Pruning standards and focus on plant health and public safety.
- All shrub plant beds shall be covered with a mulch layer to support water conservation, reduction in weeds and erosion, and neatness of beds.

### **Ground Cover Edging**

- Ground covers shall be maintained within designated areas. Invasive ground covers, such as ivy, shall be kept at least 6 inches from buildings and other structures. Ground covers shall be prevented from invading shrubs or climbing trees. Edge as necessary to maintain these guidelines.
- Bare dirt should be covered with mulch.
- University/RSSP grounds supervisor will provide a schedule of annual groundcover mowing, such as ivy or vinca to about 4 inches above ground level. Ground covers should be mowed only if necessary, mowing repetitively encourages weed growth in the groundcover and may cause permanent plant damage.
- Control weeds with pre-emergent herbicides, systematic herbicides, or removal by hand. Do not hoe weeds in ground cover. Herbicide use is limited by UC policy and subject to EHS approval at all locations.
- All ground cover plant beds shall be covered with a mulch layer (as needed) to a 2-3" layer to support water conservation, reduction in weeds and erosion, and neatness of beds.

### **Seasonal Tree Maintenance & Care Specifications**

- All tree work is performed by licensed arborists utilizing ANSI 300 pruning standards. Vendors for tree maintenance will meet all UC requirements for insurance and DIR registration. *(following ANSI covers much of the below so removing to avoid redundancy)*
- All debris shall be removed from the job site daily throughout the job.
- Climbing spurs should be used only when no other alternative is available and with the approval of RSSP grounds department.
- Clearance pruning standards:

- Walls – 3 feet clearance
- Roof – 5 feet clearance
- Sidewalk – 8 feet v vertical clearance
- Chimney – 10 feet clearance
- Roads – 12 feet vertical clearance
- Remove Dead Fronds (for palms): All large-growing palms, should be pruned to remove dead fronds (with less than 50% green tissue), and fronds with a petiole that droops below horizontal. All seedpods should be removed including those originating among remaining fronds. When removing fronds and seedpods, care shall be taken so remaining fronds are not nicked or wounded.

**Tree Stakes and Tying:** Trees are staked in a manner to promote health and secure upright growth. Stakes will be removed as soon as the trees roots are established, and it can stand on its own.

**Seasonal Planting/Color:** Seasonal planting and/or color and the maintenance of these plantings will be dependent on staffing levels

**Fertilization:** Fertilization of the landscape will be done as needed to maintain a healthy and aesthetic vitality with a sustainable approach using organic compost and or OMRI rated fertilizers.

**Horticultural Pest and Weed Control:** University/RSSP grounds staff shall take responsible and necessary steps to maintain landscape areas essentially free of harmful horticultural insect and disease infestations as customarily occur in the vicinity of the property, and as preventable by application of available chemical or cultural practices. Pest control and weed management are subject to UC policy and EHS standards for public safety.

#### **Clean Up of Litter and Debris**

- All plant debris accumulated as a result of all maintenance and repair operations shall be removed from the site at no expense to the Foundation.
- Debris and litter shall be removed on day of service from all landscaped areas and parking areas.
- Cleaning of tools and equipment shall not be permitted on the property.

#### **Plant Replacement**

- Plants needing replacement shall determine by the ground's supervisor, who decides whether to replace the plant and specification of replacement materials. During weekly landscape walks look for signs of decline in plants, turf and trees.
- The Foundation may walk landscape areas regularly with the ground's supervisor when on site as well as at the annual property inspection to ensure the exterior grounds areas are meeting expectations.

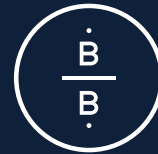
#### **Irrigation System Maintenance / Water Management**

- University/RSSP grounds crew checks irrigation system quarterly to ensure it is operational and working effectively. Grounds supervisor will ensure repair work is done as needed for maintenance of the system and in a timely manner.
- Hand watering shall be supervised by the ground's supervisor as needed with all watering performed by University grounds staff.
- Irrigation shall be adjusted to minimize overspray on buildings, walkways, streets, driveways, etc.

- Irrigation times will meet operational necessity with consideration of public interaction or inconvenience.
- Parts used in irrigation and repairs shall be matched with the rest of that station's equipment to provide the most efficient watering. All irrigation repairs must be documented.
- University/RSSP grounds staff will monitor all irrigation for optimal performance, serviceability and conservation of resources.

**EXHIBIT C**  
to Management and Operating Agreement  
EXPERIENCE PLAN





# UC Berkeley Gateway

CONCEPT & EXPERIENCE

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SEPTEMBER 2019 UPDATE

## Immersion Checklist

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- ☐ Preliminary Research
- ☐ Campus Tour
- ☐ Kickoff Workshop
- ☐ Trend Analysis
- ☐ Audience Research
- ☐ Student Surveys
- ☐ Case Study Insights

## R1 Concept & Experience

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1. Workshop Synthesis Review
2. Research Synthesis
3. Our Audience
4. Our Opportunity
5. Concept Narrative
6. The Experience



1

# Workshop Synthesis Review

THE ASK

Reimagine the student housing experience at UC Berkeley and position the Gateway as a champion of the future of student housing.



## Defining Success

We're creating a *gateway*  
for student success at  
Berkeley.

A HOME WHERE STUDENTS WANT TO LIVE

A HOME FOR STUDENTS WHO DON'T HAVE ONE

A REASON TO COME TO CAL: "BECAUSE OF" NOT "IN SPITE OF"

A DORM THAT FEELS PART OF THE COMMUNITY

A LEADER AMONG STUDENT HOUSING

A PLACE THAT PREPARES STUDENTS FOR SUCCESS

A HEALTHY, HAPPY ENVIRONMENT

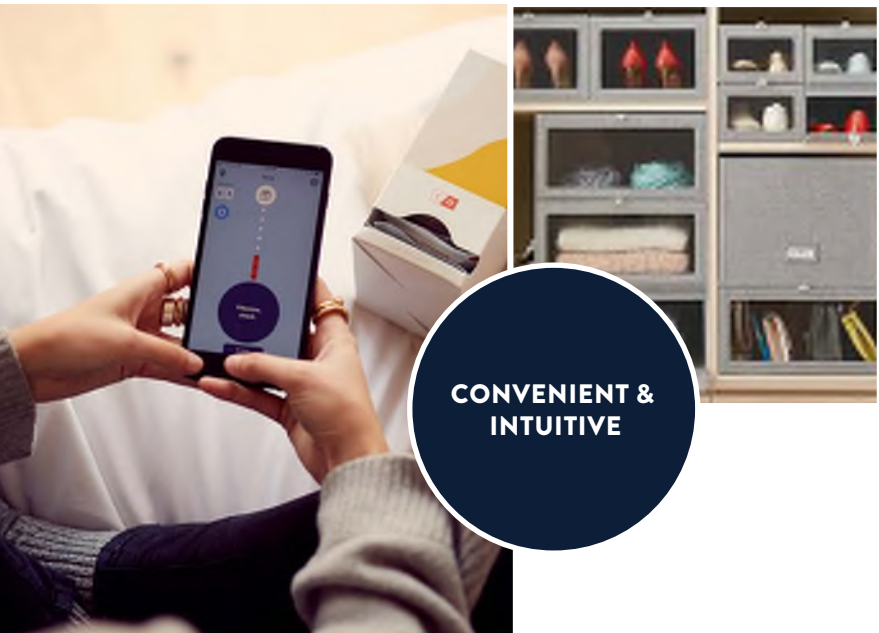
A PRIVATE SPACE TO ESCAPE FROM STRESS

A SOCIAL SPACE TO COMBAT ISOLATIONISM





# Experience Mood Boards: Morning





# Experience Mood Boards: Daytime



A SENSE  
OF ESCAPE



INDOOR-OUTDOOR  
INTEGRATION



MESSY SPACES



FUN MEETS  
FUNCTIONAL





## Experience Mood Boards: Evening



PERSONAL  
ROUTINES



INCLUSIVE  
ACTIVITIES



CONNECT  
OVER FOOD



NEIGHBORHOOD  
INTEGRATION





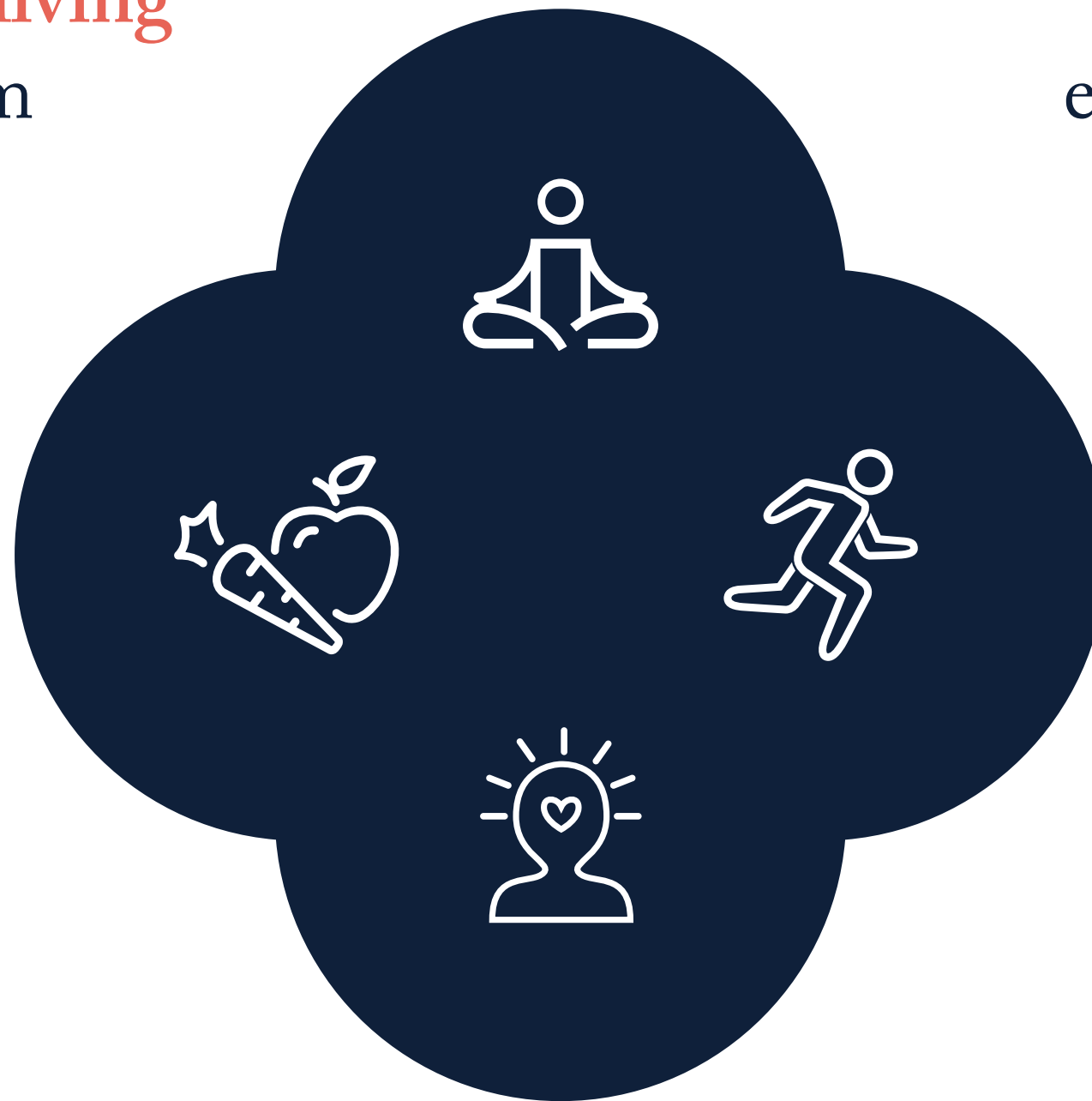
2

# Research Synthesis

## Redefining “Good for Us”

Our view of **healthy living** has transformed, from eating and exercise...

...to a holistic view of emotional, mental, and physical wellbeing.



## Eating & Exercise

Perceptions of a healthy lifestyle are moving away from extremes and towards the notion of well-rounded balance.

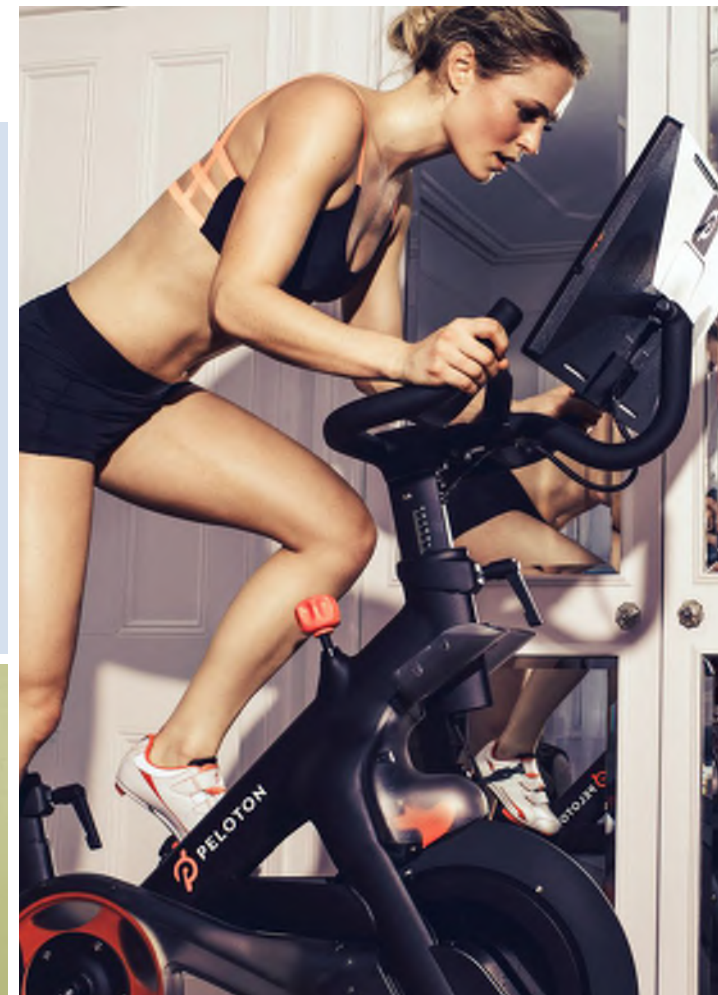
As younger generations choose to **drink less**, they still want the **experiences that of drinking culture offers**.

SEEDLIP SPIRITS



Americans are moving away from boutique fitness and becoming more interested in **smart, home fitness technology**.

PELOTON  
HOME FITNESS EQUIPMENT



Consumers know **meatless is better** for them and the Earth, but they **don't want to compromise on taste**.

IMPOSSIBLE FOODS



People are seeking out newer, **healthier ways to unwind**.

RECESS CBD BEVERAGES



Fitness has gone **from functional to all-encompassing lifestyle**—infiltrating new and unexpected industries.

EQUINOX HOTELS



# Mental Health

Entirely new industries are emerging as **mental health** is destigmatized.

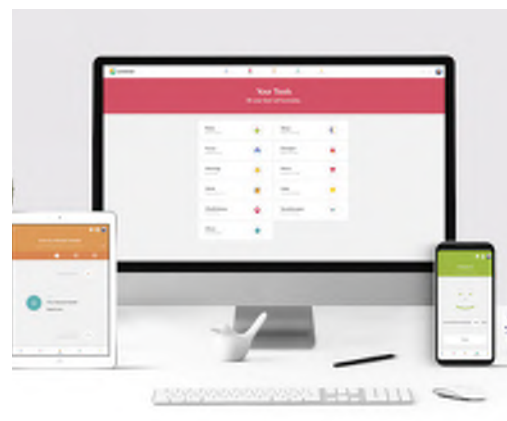
Due to the proven benefits of biophilia, we're finding new ways to **bring the outdoors in**.

ETSY HQ, BROOKLYN



**Modern meditation** has gone mainstream and is increasingly becoming a part of people's everyday lives.

MNDFL



Wellness is no longer reserved for home and the gym, it's **taking over the workplace**.

UNMIND



**Sleep hygiene** is treated with the same seriousness and attention as other health habits and issues.

ARIANA HUFFINGTON'S "SLEEP REVOLUTION"



**Electronic cleansing** is becoming mainstream in our greater effort to disconnect.

ELEVEN MADISON PARK



**Therapy is democratizing through tech**, giving more people access to mental health tools.

TALKSPACE





## Emotional Health

Consumers are gravitating towards brands that resolve our moral dilemmas and make us feel good.

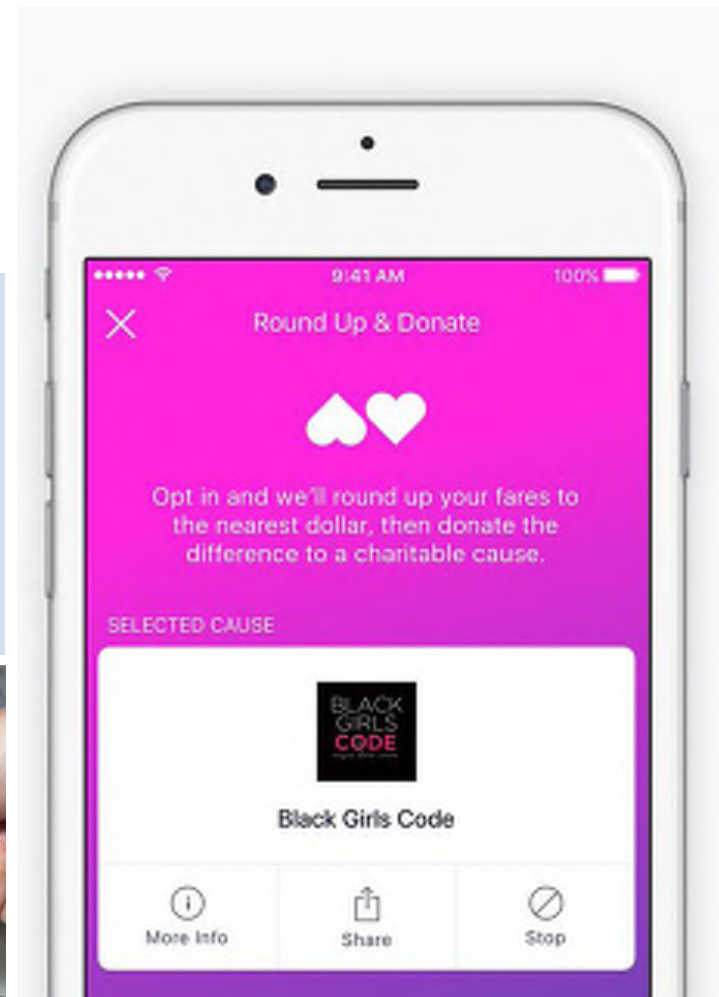
Living a **minimalist, plastic-free, low-impact lifestyle** is going mainstream.

PACKAGE FREE, BROOKLYN



Consumers are choosing **brands that do good** over others, even if it costs them more.

LYFT ROUND UP AND DONATE



Consumers want **radical transparency** from the brands they choose to buy from.

EVERLANE



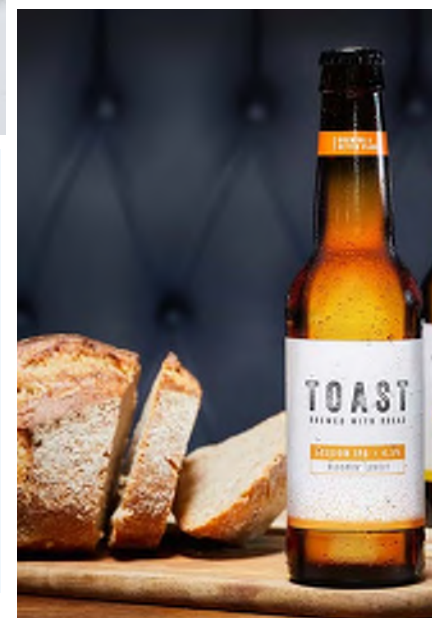
In an effort to simplify our lives and reduce our carbon footprint, consumers are opting for **fewer, better things**.

KONMARI METHOD



Consumers want the F&B they consume to do more good than harm as **conscious consumption** becomes the new normal.

TOAST BEER



How does our new  
understanding of  
*wellbeing* influence the  
spaces we occupy?



## Wellbeing through Design

### *Where We Work...*

#### 1 Chance interactions

WIDE CENTRAL STAIRCASE WITH MIDWAY LANDING

#### 2 Opportunities to reflect

ATRIUM GARDEN AND REFLECTING POOL

#### 3 Indoor-outdoor movement

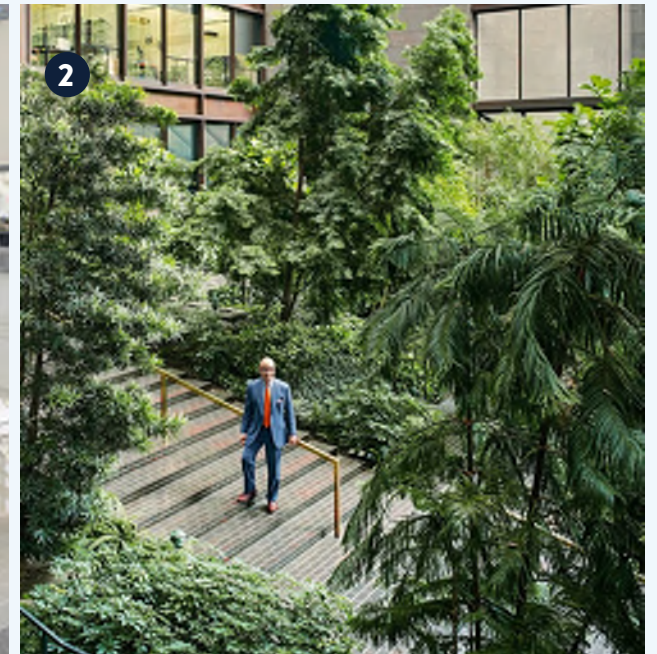
DONUT SHAPE WITH FUNCTIONAL COURTYARD

#### 4 Considering cognition

AIR QUALITY AND CIRCADIAN LIGHTING



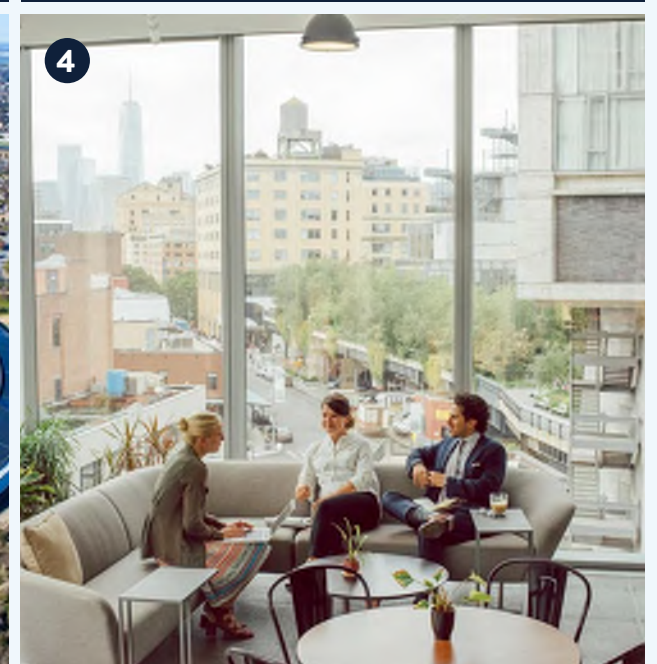
**R/GA NYC**  
*Advertising Agency Office*



**FORD FOUNDATION NYC**  
*Charitable Foundation Headquarters*



**APPLE PARK CUPERTINO**  
*Global Tech Campus*



**DELOS NYC**  
*Global Wellness Pioneer*



# Wellbeing through Design

## Where We Live...

### 1 Healthy routines

FLEXIBLE LONG-STAY HOME-OFFICE RENTALS

### 2 Restorative amenities

FLOOR SEATING, MEDITATION ROOMS, NATURAL CAFÉ & ALCHEMY BARS

### 3 Building community

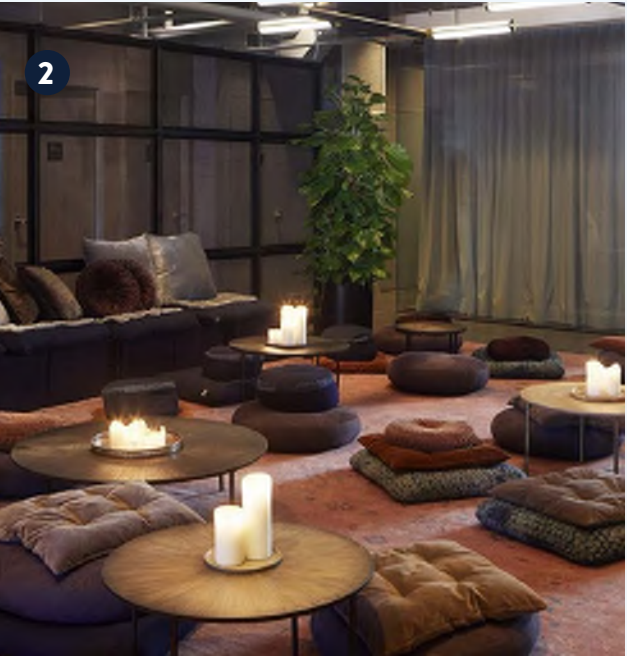
COMMUNAL AMENITIES LIKE KITCHENS AND COFFEE SHOPS

### 4 Purpose-driven

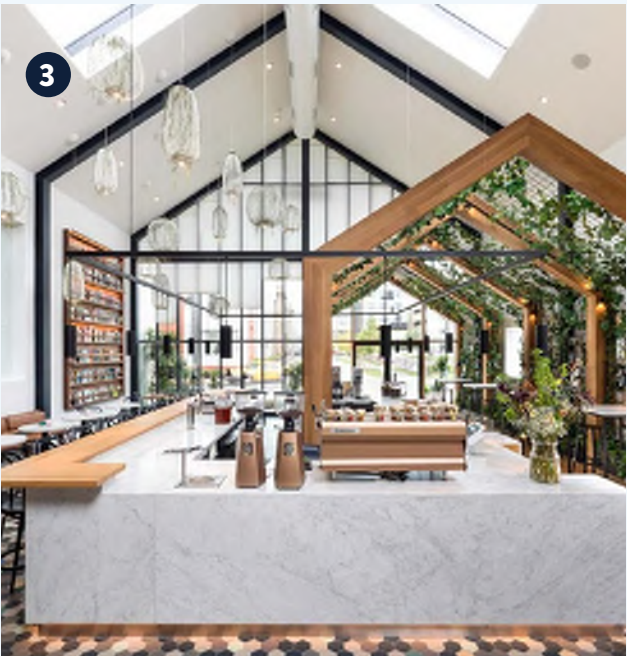
FARM-TO-TABLE COMMUNITY



**ZOKU AMSTERDAMN**  
*Long Stay Rentals*



**ASSEMBLAGE NYC**  
*Private Wellness Members Club*



**URBY**  
*Modern Urban Apartment Living*



**SERENBE ATLANTA**  
*Community Connected to Nature*



## Wellbeing through Design

### *Where We Play...*

#### 1 Eco-Luxury

SUSTAINABLE DESIGN INSPIRED BY NATURE

#### 2 Transparency into process

EDUCATIONAL URBAN FARMING

#### 3 Connection to nature

DESIGN THAT HIGHLIGHTS ITS SURROUNDINGS

#### 4 Wellness communities

MEMBERSHIP DESIGN AROUND PHYSICAL AND MENTAL WELLBEING



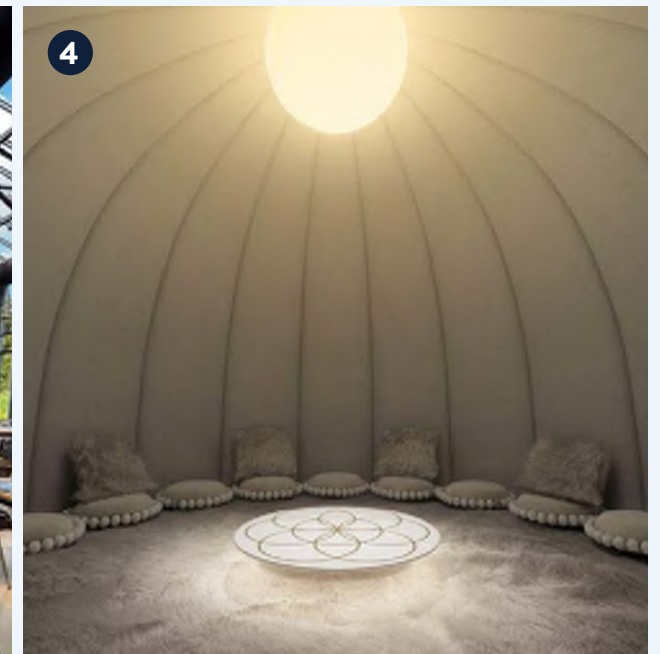
1 HOTELS  
*Eco-Friendly Luxury Hotels*



FARM.ONE  
*Technology-Powered Vertical Farms*



RESTAURANT DE KAS AMSTERDAM  
*Restaurant and Greenhouse*



THE WELL NYC  
*Private Wellness Club*

3

# Our Audience

# The Typical College Student: *An Emerging Disparity*

Conflicting research about college student values, statistics, and demographics paints a picture of two distinct student types.

The  
“Traditional”  
Student

The  
“Nontraditional”  
Student

## The “Traditional” Student

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Is **financially supported** by their parents and well-prepared for their college education.

Cares more about **emotional fulfillment** and social connection than high-paying jobs.

Is **prepared** to navigate the socio-cultural nuances of college life and academic pressures.

## The “Nontraditional” Student

---

Is **financially independent** from their parents and may have their own families to support.

Views college as a means to a **high-paying job**, and is more financially motivated than ever.

Is **easily overwhelmed** by the socio-cultural nuances of college life and academic pressures.

## Financial Security

Some students are more **supported** by their families while others are more financially **independent**.

## Academic Security

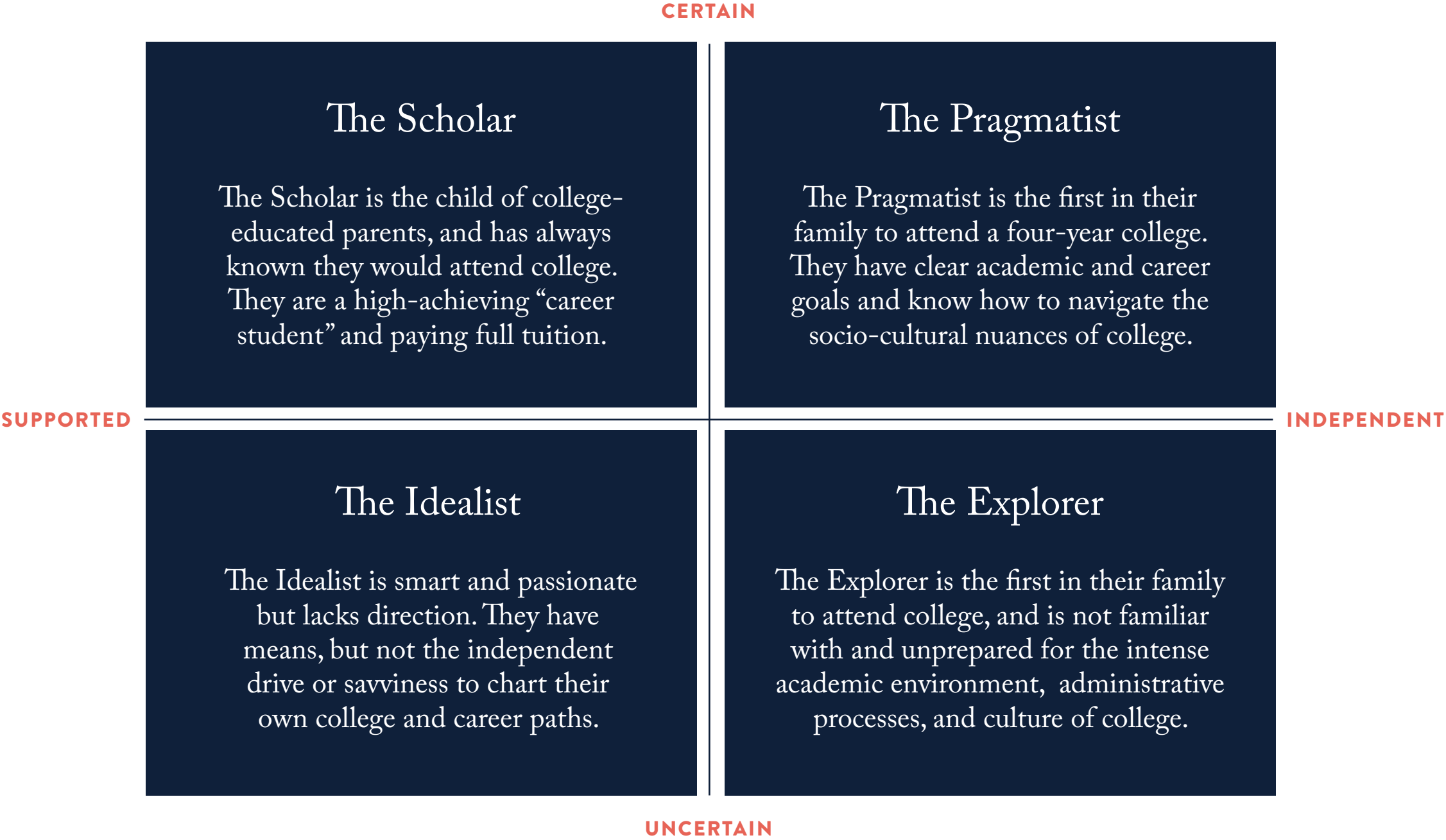
Some students are **certain** of their academic and career trajectories while others remain **uncertain** longer.



# The Student Security Matrix

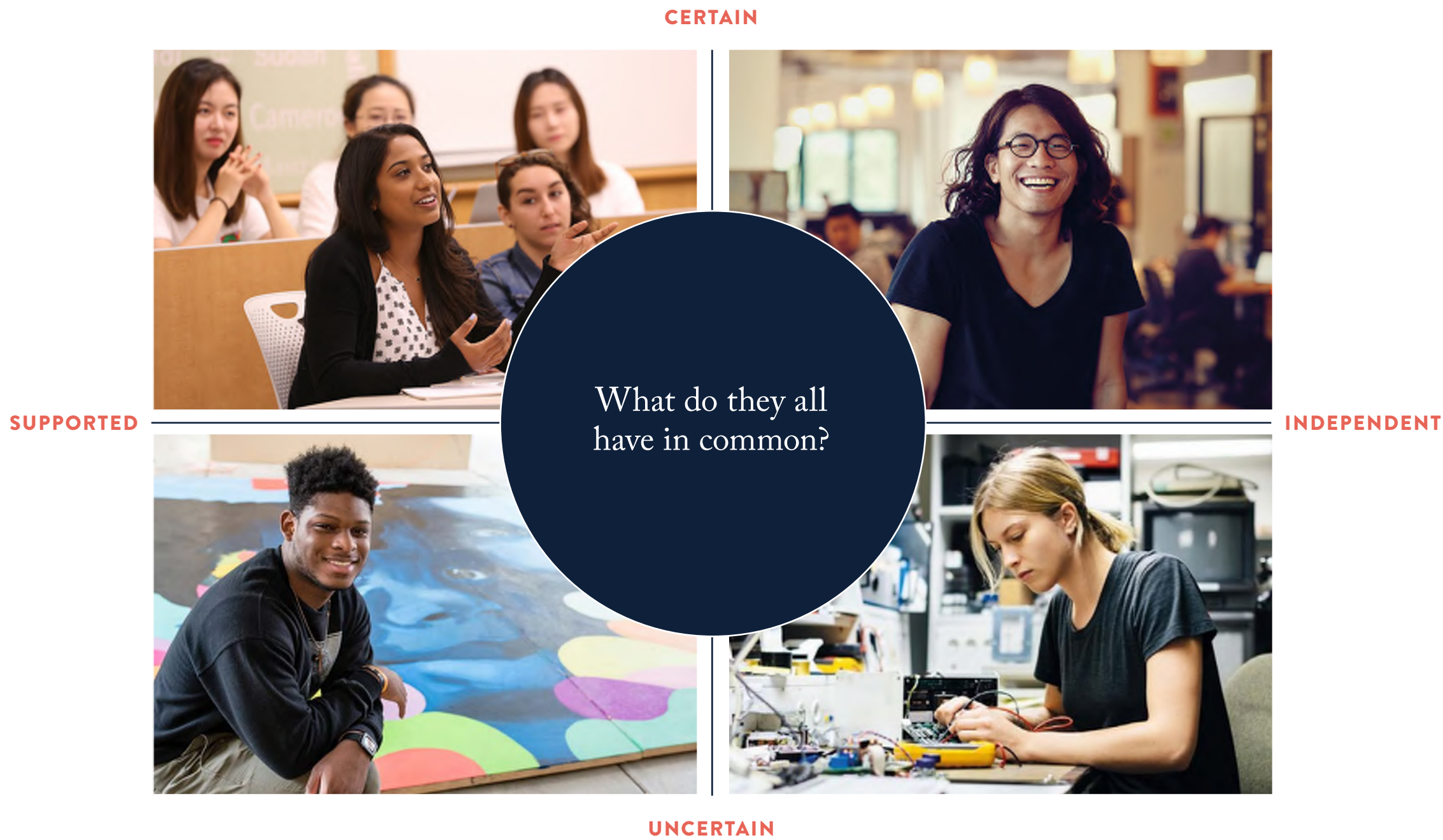


# The Student Security Matrix





# The Student Security Matrix



LOCAL // BAY AREA & STATE

# Rising anxiety on campuses linked to finances, phones in UC Berkeley study



Nanette Asimov | April 22, 2019 | Updated: April 22, 2019 1:03 p.m.



Young adults who spend more than 20 hours of leisure time per week on digital devices were 53 percent more likely to have anxiety than young adults who spend fewer than 5 hours a week on digital devices.\*

Young adults who come from families that have trouble paying bills are 2.7 times more likely to have anxiety than students who come from families that have no difficulty paying bills.\*

\*FROM THE BERKELEY INSTITUTE FOR THE FUTURE OF YOUNG AMERICANS



## Student Survey Results

### MY HOUSING IS VALUABLE TO ME BECAUSE...

- It gives me a place to live. However I wish I could have been connected to a community of my peers.
- I have no student housing and work full time as a student to still not afford my rent.
- I'm broke. Looking for student housing is stressing me out and taking energy I could use for studying.

### STUDENT HOUSING SHOULD GIVE ME ACCESS TO...

- Clear and transparent interactions with financial aid
- A larger transfer-specific living community.
- Career services, academic counseling...

### STUDENT HOUSING SHOULD NEVER...

- Be allowed to get to the point where it is falling into disrepair and students are forced to stay in unsafe conditions.

### HOW DO YOU STAY HEALTHY?

- I talk to my therapist on the phone so it's nice to have my own space.
- Meditate every night and stretch...
- Therapy... distance to therapy/gym is important
- A working kitchen to cook...
- Regular therapy, healthy eating, and regular journaling...
- It's hard to get healthy food because it's so far from house...
- I often make a conscious choice to eat garbage if it means cutting costs...

### WHAT CAREER RESOURCES DO YOU USE?

- Don't know how to access these resources! No time.

### MY LIVING ENVIRONMENT SHOULD...

1. Offer me additional career resources
2. Offer me health and fitness resources
3. Connect to the neighborhood
4. Connect to nature

### I WISH MY LIVING ENVIRONMENT PRIORITIZED...

1. Fitness amenities
2. Academic resources
3. Health resources
4. Additional workspace
5. Places to eat with friends
6. Social and recreational spaces
7. Quiet study space
8. Green space

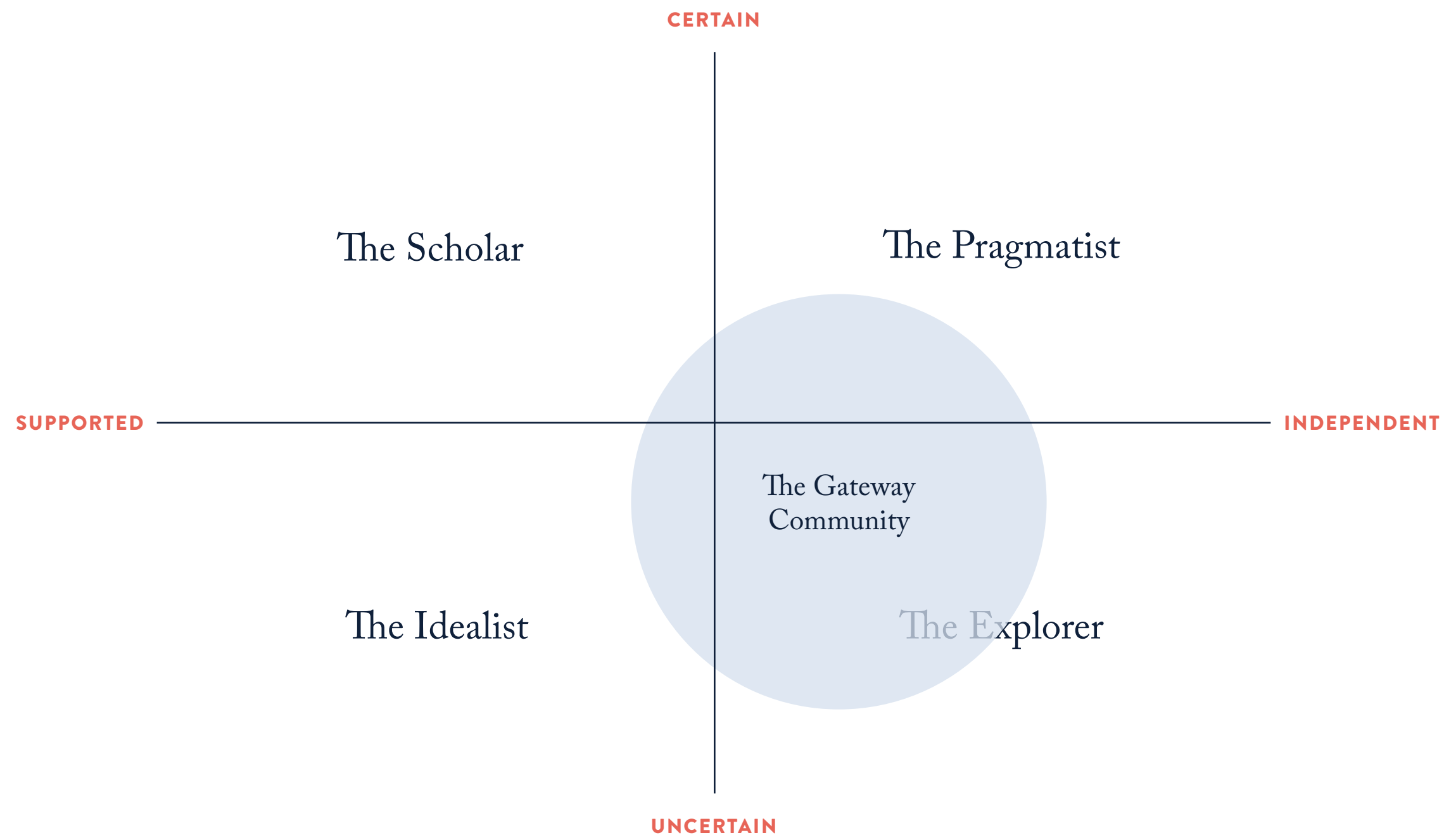
### PLACES THAT FEEL SAFE

- Transfer Center
- Moffitt Library
- Haas Chou Hall
- *Somewhere off-campus*

### PLACES THAT FEEL LIKE HOME

- Memorial Glade
- Gender Equity Resource Center
- Café Zeb, FSM Café
- *Nowhere*

# The Student Security Matrix



# The Gateway Community

Our community includes a diverse mix of residents and non-residents, too.

## Residents



THE EXPLORER



THE PRAGMATIST



THE IDEALIST



THE SCHOLAR



LOCAL NEIGHBORS



GREATER CAMPUS

## Non-residents

4

# Our Opportunity

# Positioning

WHAT WE'RE CREATING

WHO WE'RE SPEAKING TO

The Gateway must be a  
home for independent students  
that offers a clear pathway to success  
through exposure, wellbeing,  
security, and community.

WHY IT MATTERS

HOW WE GET THERE

Our Imperatives

Equity of Experience

Understanding that the most valuable asset a student can leave their college years with is exposure to new ideas, we must find ways to connect them to as many novel experiences as possible.

IMPLICATIONS:

- Access to diverse programming, interactions, environments, etc.
- Opportunities for enrichment beyond traditional academics

Health(ier) Life Skills

Living a “healthy” lifestyle means so much more than “eating well” today. Student housing should work to foster mental, emotional, and physical wellbeing leaving students with overall life skills they can take into adulthood.

IMPLICATIONS:

- Access to “resources” for mental and emotional health
- Prioritizing on-property fitness
- Encouraging active lifestyles

Opt-In Participation

Our housing will be in high demand due to lack of existing resources and quality offering; it’s critical that we create a filtering system for future residents that levels the playing field, gives a sense of control, and lives outside of financial means.

IMPLICATIONS:

- Resident candidates selected based on willingness to participate in on-site activation and programming
- *Desirable*—not menial—work-study options

Belonging and Pride

Students across all spectrum are seeking a sense of belonging; making lifestyle decisions based on how they see themselves and how those choices reflect their identities. Gateway must align itself with this way of thinking in order to make itself desirable.

IMPLICATIONS:

- Distinctive identity and student-facing messaging
- Amenities that stand apart and enrich the on-site experience
- Neighborhood integration



5

# Concept Narrative

# What is a Concept Narrative?

---

The concept narrative weaves a story, establishing our core idea and the key components integral to bringing it to life, ultimately capturing the essence of the experience. The Concept Narrative can be utilized to communicate to a diverse range of audiences, but most importantly it should be read by:

1

**SCHOOL ADMINISTRATORS INVOLVED IN STUDENT HOUSING**

2

**ARCHITECTS, DESIGNERS AND ANY CREATIVE CONSULTANTS**

3

**POTENTIAL PARTNER ORGANIZATIONS**

CONCEPT NARRATIVE

## Platform Template

---

### THE CORE IDEA

The central theme  
or core idea

### POSITIONING STATEMENT

A single statement identifying  
the residence's unique audience,  
promise, and reasons to believe.

### AUDIENCE

Our student psychographic

### VALUES

What's important to us

### MISSION

The purpose that drives us

### VISION

The future we're working towards

### EXPERIENCE PILLARS

The conceptual notions that  
shape the experience

---

# Manifesto

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The Berkeley Gateway is more than a great dorm. While it may offer residents a safe, comfortable place to call home for awhile—with ample room to sleep, study, and socialize—what sets it apart is something much bigger than that. The Gateway is *a portal*—to countless new experiences, connections, and ways of thinking; **to a whole new world.**

The Gateway is a **home, inspired**, designed to encourage curious minds and provide students from all walks of life with a platform for growth. With its sights set on the bright future ahead, it's conceived upon the notion that student housing offers a vital opportunity to impact an individual's future trajectory for years to come. In order to do so, The Gateway seeks to enrich the daily lives of its residents with resources, amenities, and programming that will help them build networks, expose them to new experiences, and uncover passions they didn't even know they had.

From professors in-residence, to hosted family dinner nights, to a rooftop farm and work-study food Co-Op, **The Gateway is a chosen community for its residents, opening doors and minds in order to bolster their potential for success.**







CORE IDEA

# Home, Inspired

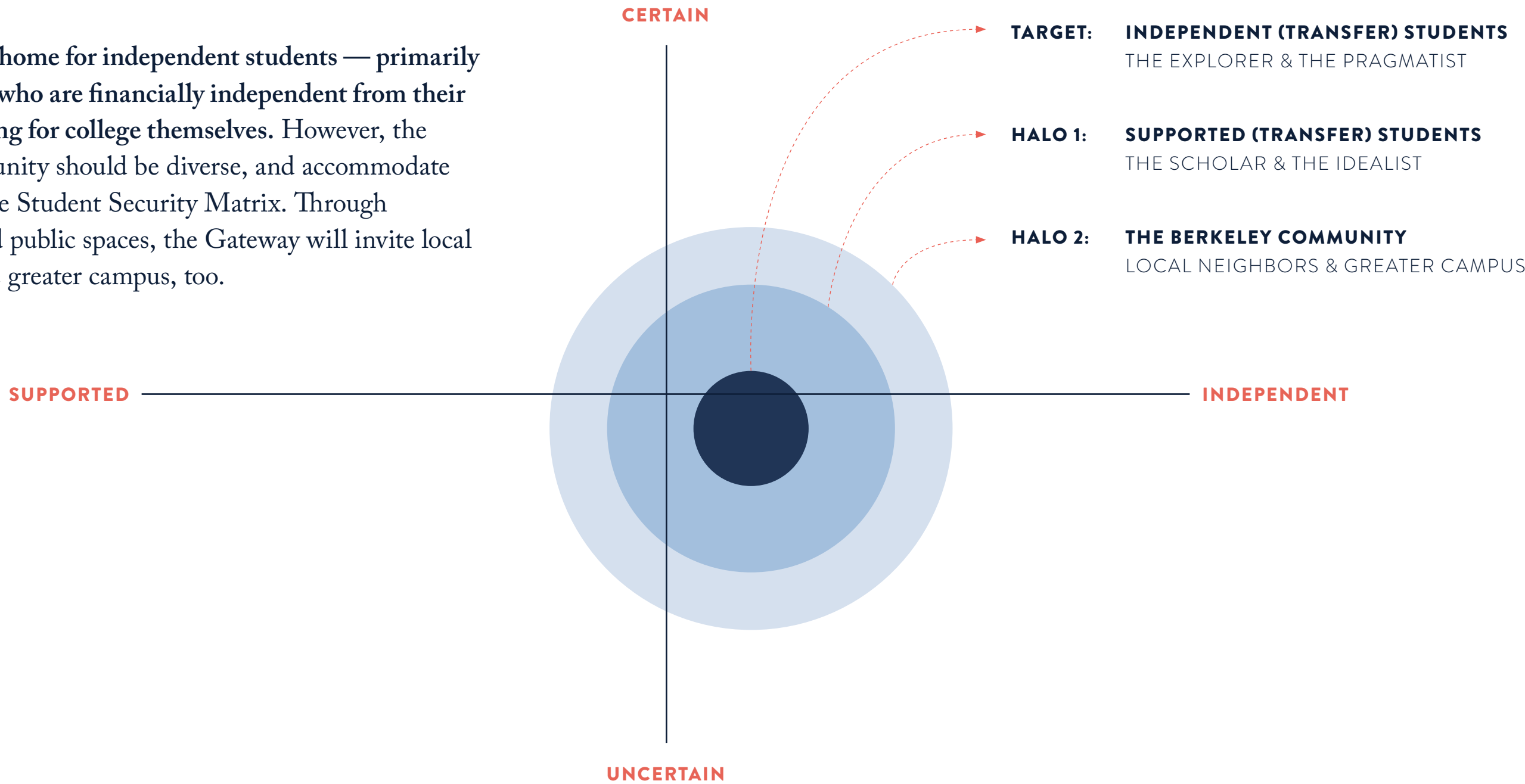
A place that inspires curiosity and inquiry,  
where students can discover their goals,  
passions, strengths, and sense of self.

OUR PSYCHOGRAPHIC

# The Independent Student

The Gateway is a home for independent students — primarily transfer students who are financially independent from their families and paying for college themselves. However, the residential community should be diverse, and accommodate students across the Student Security Matrix. Through programming and public spaces, the Gateway will invite local neighbors and the greater campus, too.

# The Gateway Community



OUR MISSION

To nourish the minds and bodies of students to bolster their potential for success.

OUR VISION

A home that helps students discover healthier ways of living, thinking, and eating.

---

# Personality

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A brand personality helps align all brand communications under a single voice, and ensures that every message and touchpoint—from social media to advertising to interactions with staff—is consistently and effectively “on brand.”



## The Magician

The Magician helps is an agent of transformation. They turn challenges into possibilities, and dreams into reality. They're not unrealistic, but rather tenacious and relentlessly positive. The UC Berkeley Gateway embodies the Magician personality, working with students to understand and solve their real world problems, but shifting mindsets and ways of thinking to create long-term change and new opportunities for success.



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# Values

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These core values give our concept an emotional point-of-view that aligns with our audience, and guides our actions and behavior.

## Exposure

Exploring new ideas independently, outside of the traditional classroom experience.

## Wellbeing

A balanced, well-rounded approach to physical, mental, and emotional health.

## Security

Reliability and transparency, and escape from academic, financial, and social pressures.

## Community

Individuals united by shared responsibilities and a sense of belonging and pride.

# What are Experience Pillars?

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Our Experience Pillars are key components that distill the Concept Narrative into tangible building blocks and ultimately act as a checklist for everything the institution does. When combined, the Experience Pillars ensure we deliver upon the greater promise we are making to users. Experience Pillars can be used in some of the following ways:

1

To act as guard rails and jumping off points for creative development, such as architecture and interior design

2

To on-board team members, identifying central ideas to the concept and providing experiential implications

3

To identify relevant partners and programming, as it aligns to the central ideas identified by the Pillars

# Our Experience Pillars

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EXPERIENCE PILLAR 1

# Experience Diversity

It's often the extracurriculars and experiences outside of a student's field of study that spark inspiration and lead to creative new ideas. However, students without time or financial freedom don't always have the opportunity to explore creative or "out there" interests. The Gateway builds these inspirational triggers into the design and programming of their home, so even the busiest students have the opportunity to discover new ideas or stumble upon ah-ha! moments.



**SELF-GUIDED  
DISCOVERY**

**PROGRAMMED  
SPACES**



**CREATIVE &  
MESSY SPACES**

**VARIETY  
& OPTIONS**



EXPERIENCE PILLAR 2

# Social Growth

One of the most valuable things that comes out of a student’s time at college is their social network. **Meaningful connections with friends, faculty, alumni, and guests have the power to translate into tangible career opportunities and future success.** The Gateway will help students’ foster a natural network through dynamic programming and purposeful interactions.



**SHARED MEALS**



**ENCOURAGING CONNECTIONS**



**COMMUNITY EVENTS**



**PLANNED INTERACTIONS**





EXPERIENCE PILLAR 3

# Work Ethics

The Gateway supports the working student lifestyle, finding ways to make the work-study experience more convenient, relevant, and desirable with a range of exciting job opportunities. Additionally, The Gateway provides space that makes it easy for students to pursue their coursework and academic goals without distraction.



**ALONE  
TOGETHER**

**WORK WITH  
IMPACT**



**FOR STUDENTS  
BY STUDENTS**



**FUN STUDY  
SPACES**



CONCEPT NARRATIVE

EXPERIENCE PILLAR 4

# Sustainable Health

The Gateway creates an environment of ambient wellness, where students can easily embrace healthier decisions without sacrificing precious time or money to do so. It helps students adopt a well-balanced lifestyle and form healthy, more sustainable habits.



**ACCESSIBLE  
MENTAL HEALTH**



**INTUITIVE  
EXERCISE**



**ENCOURAGING  
GOOD EATING**



**FOOD EDUCATION  
PROGRAMS**





EXPERIENCE PILLAR 5

# Berkeley Connection

The Gateway sits at the intersection of Cal's campus, the city of Berkeley, and bountiful, Northern California Nature. The residential experience embodies this unique context, and connects students with the world beyond their college experience, inviting the greater campus and neighborhood in with round-the-clock amenities, programming, and dining.



## NEIGHBORHOOD AMENITIES

## COMMUNITY PROGRAMMING



## LOCAL SKILL-SHARE



## STUDENT GATHERING





CONCEPT NARRATIVE

# Berkeley Gateway Platform

THE CORE IDEA

Home,  
Inspired

POSITIONING STATEMENT

The Gateway is a home for independent students that offers a clear pathway to success through exposure, wellbeing, security, and community.

AUDIENCE

Independent Students

MISSION

To nourish the minds and bodies of students to bolster their potential for success.

VISION

A home that helps students discover healthier ways of living, thinking, and eating.

PERSONALITY

The Magician

VALUES

Exposure	Wellbeing
Security	Community





EXPERIENCE PILLARS

Experience Diversity	Sustainable Health
Social Growth	Berkeley Connection
Work Ethics	

6

# The Experience

# Gateway Residents: *Need-States*

				
	THE EXPLORER	THE PRAGMATIST	THE IDEALIST	THE SCHOLAR
WHO THEY ARE	<ul style="list-style-type: none"><li>• First in family to attend college</li><li>• Unfamiliar / unprepared for the intense academic environment and culture of college.</li></ul>	<ul style="list-style-type: none"><li>• First in family to attend college</li><li>• Clear academic and career goals</li><li>• Prepared navigate complex nuances of academic life</li></ul>	<ul style="list-style-type: none"><li>• Smart and passionate but lacks direction</li><li>• Has means, but needs help finding drive to chart own path</li></ul>	<ul style="list-style-type: none"><li>• Child of educated parents</li><li>• Academically-driven and high-achieving “career student”</li><li>• Paying full tuition</li></ul>
WHAT THEY NEED THE GATEWAY TO PROVIDE	<ul style="list-style-type: none"><li>• Extra Guidance</li><li>• Exposure to New Experiences</li><li>• Sense of Security</li></ul>	<ul style="list-style-type: none"><li>• Accessible Enrichment</li><li>• Reasons to Relax</li><li>• Sense of Security</li></ul>	<ul style="list-style-type: none"><li>• Extra Guidance</li><li>• Exposure to New Experiences</li><li>• Professional Networking</li></ul>	<ul style="list-style-type: none"><li>• Accessible Enrichment</li><li>• Reasons to Relax</li><li>• Professional Networking</li></ul>
WHAT THEY WANT THE GATEWAY TO BE	“My safe place in a whole new world. I’m doing this all on my own and am grateful to call it home.”	“My place to retreat too. College life is hectic, stressful and full of unknowns. It’s the place I go to unwind and be myself.”	“A platform for self discovery, offering plenty of opportunities to explore my passions, meet people I can learn from.”	“Where I flourish; Gateway makes it easy for me to take part in college life beyond academics on what little free time I have.”

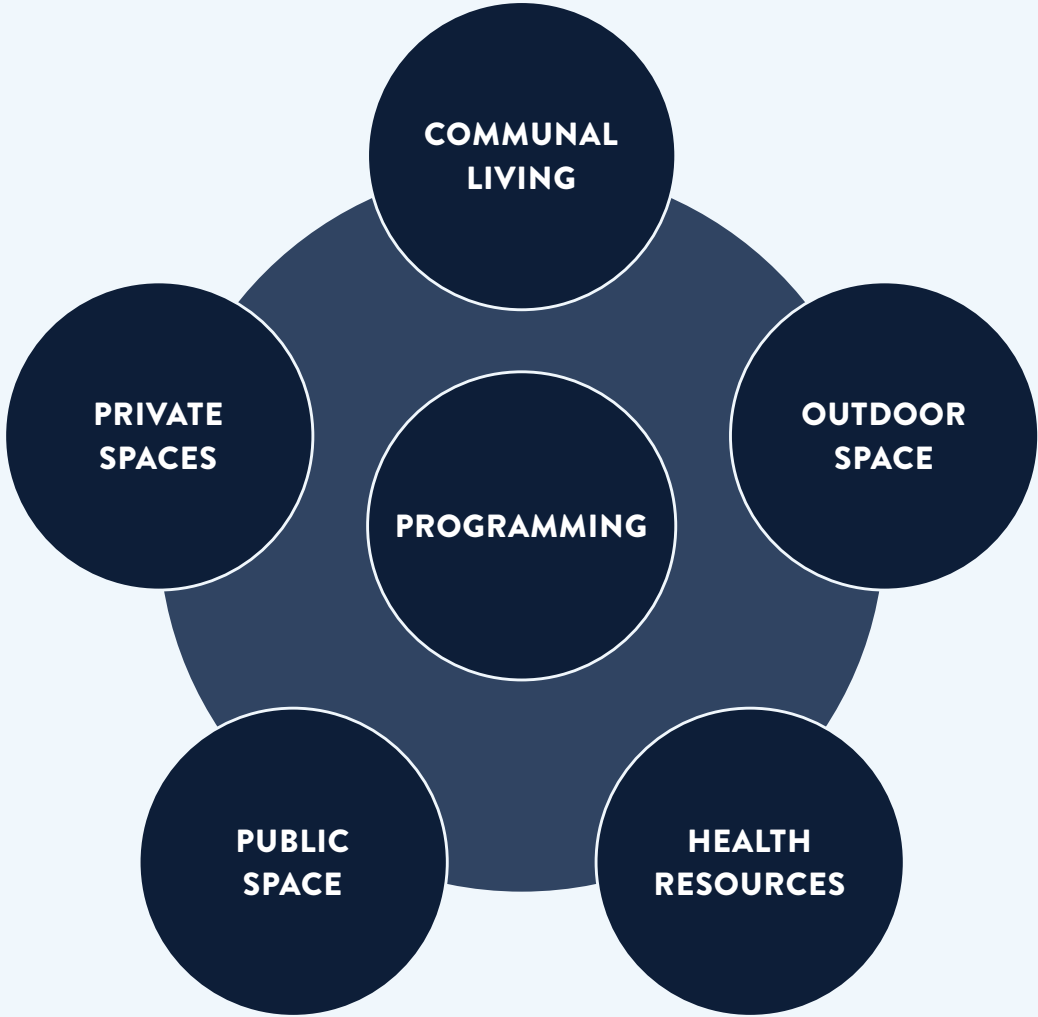
INDEPENDENT

SUPPORTED

# Experience Milestones

Because each student will have a unique set of needs and living habits, we must consider the residence ecosystem holistically, assessing **how a given physical space may serve multiple purposes and offer diverse opportunities for enrichment throughout the course of a given student’s day.**

The six experience milestones we’ve identified here have site-specific implications that will help us make programming decisions and align on the ideal amenity-mix for Gateway.





PRIVATE

COMMUNAL

OUTDOOR

HEALTH

PUBLIC

PROGRAMMING

## Private Spaces

In order to thrive academically and socially, students need a secure private space to retreat, rest up, and recharge. Their room should be personal and peaceful. It should enhance their everyday lives and help them operate as efficiently as possible.

### PILLARS

- EXPERIENCE DIVERSITY
- SOCIAL GROWTH
- WORK ETHICS
- ORGANIC HEALTH
- BERKELEY CONNECTION



#### THE DESK RE-IMAGINED ●

A moveable, multi-purpose desk that responds to students changing work habits

#### TRANSITIONAL BED ●●●

A bed that seamlessly transitions into a sofa, so students can decide when their space is being used for socialization, work, or sleep.



#### PRIVACY CONSIDERED ●

A maximum of two students to a bathroom ensures that each student feels a sense of ownership and pride around their own space.



#### THE CENTRAL SILL ●●●●●●●

Focusing the room around the window sill—equip with a fold-out desk, outlets, and built in planters, and other residential considerations



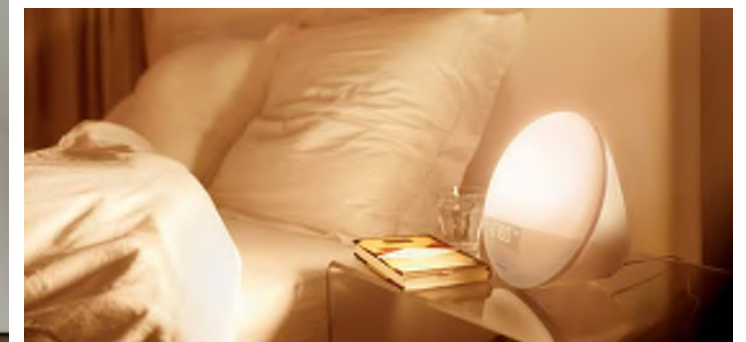
#### BUILT-IN STORAGE

Thoughtful, built-in storage, so students can get the most out of their personal space.



#### USEFUL PERSONALIZATION ●●

Peg-board walls that allow you to easily personalize your space with your belongings



#### MINDFUL ATMOSPHERE ●●

Circadian lighting, blackout shades, and app-controlled lighting to improve sleep hygiene; air purification and monitoring that causes mental cognition to soar.



PRIVATE

COMMUNAL

OUTDOOR

HEALTH

PUBLIC

PROGRAMMING

## Communal Living

Shared amenities create a more social residential culture and help students cultivate deeper, more meaningful connections, mixing fun and functionality and bringing students of diverse backgrounds and interests together.

### PILLARS

- EXPERIENCE DIVERSITY
- SOCIAL GROWTH
- WORK ETHICS
- ORGANIC HEALTH
- BERKELEY CONNECTION



**LOUD & QUIET, MESSY & CLEAN** ●●●

Ample and varied spaces for work and study—standing tables, workshops, cozy nooks—lets students choose how to be productive



**PERSONAL PANTRIES** ●●

Refrigerated and dry storage kitchen cubbies where residents can store food without worrying about it being eaten



**FAMILY KITCHEN & DINING ROOM** ●●●●●●

In lieu of private kitchens, each residential floor is outfitted with one communal kitchen for hosting group meals, classes



**SOCIAL AMENITY SPACES** ●●●

Fun and functional amenities create opportunities for residents to connect



**SPANISH STEPS** ●●●●●

Grand, statement-making steps encouraging walking, sprawling, and forced collisions



**GUEST MEALS** ●●●

Invite notable campus professors and guests to dinner, giving students the opportunity to interact and make connections



PRIVATE

COMMUNAL

OUTDOOR

HEALTH

PUBLIC

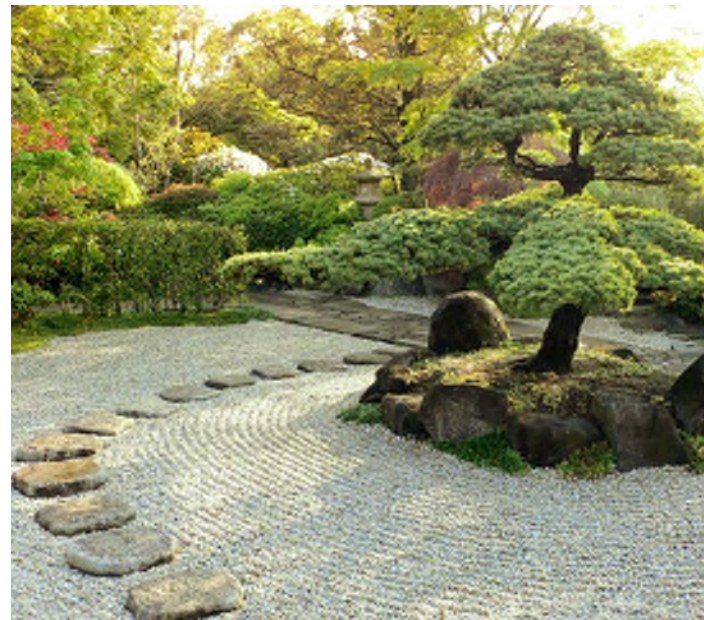
PROGRAMMING

## Outdoor Spaces

The Gateway celebrates Berkeley's abundant Northern California nature and finds creative ways to bring the outdoors in while simultaneously encouraging residents to take advantage of the outdoors.

### PILLARS

- EXPERIENCE DIVERSITY
- SOCIAL GROWTH
- WORK ETHICS
- ORGANIC HEALTH
- BERKELEY CONNECTION



#### BREAKOUT ZEN GARDENS ●●

Each residence floor has its own garden space, offering opportunities for peaceful escape



#### INVITING ALL-NIGHT LIGHT ●●●●

Green spaces that remain well lit at night so residents can get fresh air at all hours



#### INTIMATE GREEN NOOKS ●●

Areas that feel private and secluded so residents can seek respite outdoors.



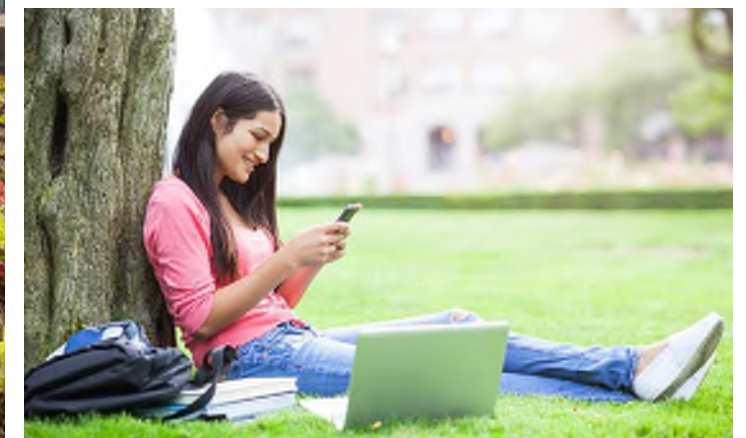
#### OUTDOOR AMPITHEATER ●●●●●

Space for students to sprawl and lounge, used as an outdoor classroom or event venue, too



#### ON-SITE FARMING ●●●●

A working garden that provides seasonal produce to cook and sell locally



#### CONSTANT CONNECTIVITY ●●●

Outdoor outlets and wifi so students can work and maximize their time outside



## Health Resources

Being at the Gateway means that wellbeing is seamlessly integrated across all aspects of work, play, and relaxation. The Gateway embraces the idea of ambient health, whereby people's wellbeing is improved just by simply existing in the space.

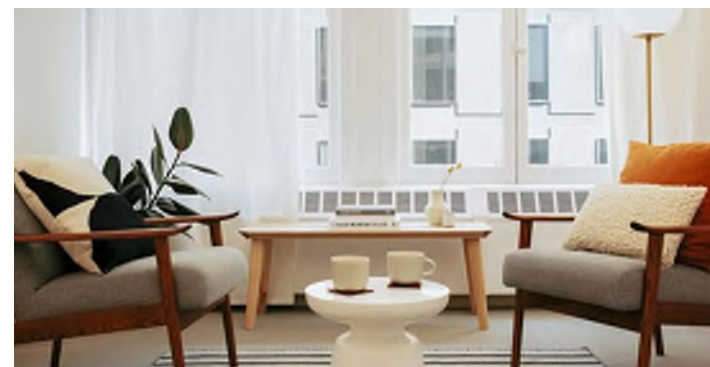
### PILLARS

- EXPERIENCE DIVERSITY
- SOCIAL GROWTH
- WORK ETHICS
- ORGANIC HEALTH
- BERKELEY CONNECTION



#### FLEXIBLE FITNESS SPACE ● ● ●

Peaceful spaces where students or the community can host meditation, yoga classes, and other wellbeing-promoting activities



#### WALK-IN GUIDANCE ● ● ●

Set hours where students can receive walk in mental health, nutritional, or career guidance from trained campus professionals



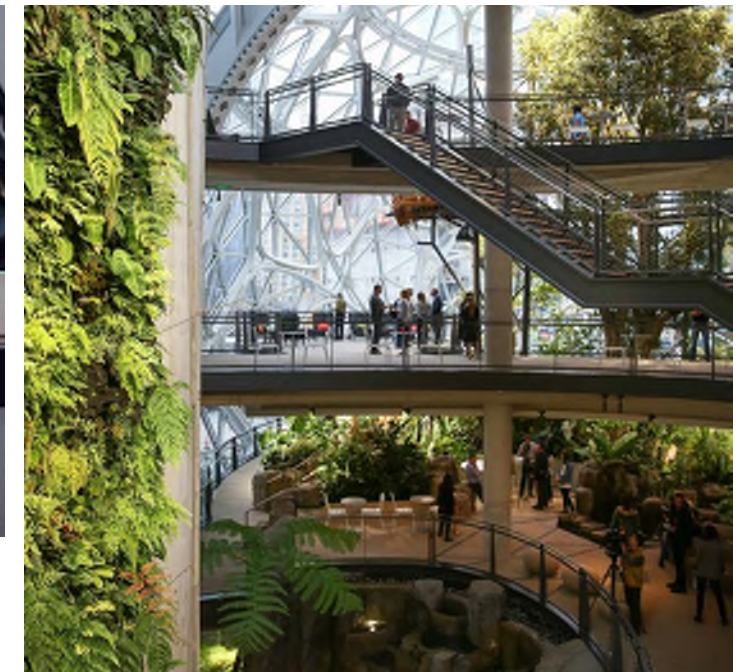
#### HOUSE THERAPY DOG ● ● ● ● ●

A house cat or dog that is the shared responsibility of residents



#### PRIVACY BOOTHS ● ●

Sound-proof rooms where students can have private conversations, in-person or on the phone, with family, friends, and therapists



#### BRINGING THE OUTDOORS IN ● ● ●

Incorporating greenery into the space wherever possible to connect students with nature



#### INTEGRATED FITNESS FACILITATES ● ●

Easily accessible fitness areas that feel social and where chance run-ins happen



PRIVATE

COMMUNAL

OUTDOOR

HEALTH

PUBLIC

PROGRAMMING

## Public Spaces

Public spaces connect students with the local community, creating amenities for the neighborhood and job opportunities for student residents. Activated retail areas allow residents to easily tap in and out of the Berkeley buzz at their own convenience.

### PILLARS

- EXPERIENCE DIVERSITY
- SOCIAL GROWTH
- WORK ETHICS
- ORGANIC HEALTH
- BERKELEY CONNECTION



#### ALL-DAY CAFÉ ●●●●●

Central gathering place for healthy, casual dining with a work-friendly café vibe



#### DYNAMIC DINING ●●●●●

Multiple dining concepts offer students different ways of eating: grab-and-go pantries, quick fast-casual, and cafeteria-style



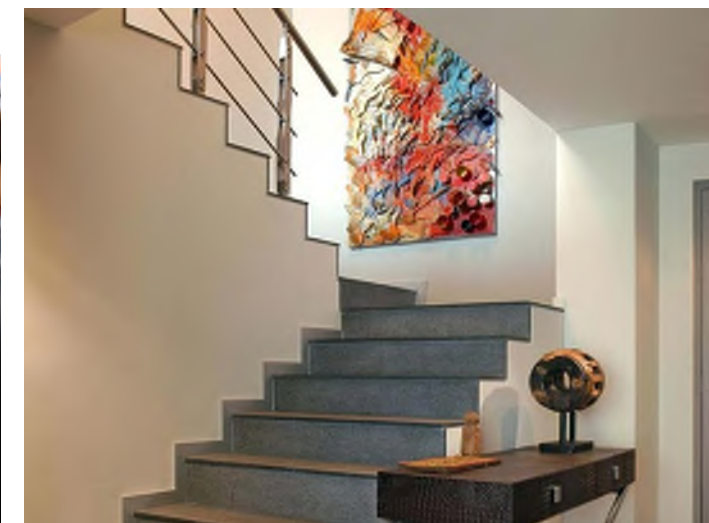
#### STUDENT BREW GARDEN ●●●●●

Coffee by day, wine and beer by night, a social space that's truly for students, by students



#### FARMER'S MARKET & CO-OP ●●●●●

Collaborate with local farmers and/or grocers to host a weekly farmers market



#### GALLERY AT HOME ●●●●●

Exhibit a rotating selection of student (and other) artwork in hallways and public spaces



#### CURATED CONVENIENCE MART ●●●●●

A student-curated selection of everyday essentials suited to fit their needs



## Programming

Programming is the essential ingredient that transforms the Gateway from dormitory to cultural curator and community hub. Well-executed programming at the Gateway has the power to put this space on the national radar and make a lasting impact on the lives of Berkeley students-at large.

### PILLARS

- EXPERIENCE DIVERSITY
- SOCIAL GROWTH
- WORK ETHICS
- ORGANIC HEALTH
- BERKELEY CONNECTION



**NETWORKING AND CAREER EVENTS** ● ● ● ●  
On-site networking events that expose residents to new industries and experts



**TED X TALKS & WORKSHOPS** ● ● ● ●  
Work with TED and local speakers and professors to put on multidisciplinary discussions and symposiums



**STUDENT-COMMUNITY SERVICE** ● ● ● ●  
Partner with local organizations to find creative ways to give back to the community



**GUEST-IN-RESIDENCE** ● ● ● ● ●  
Provide on-site accommodations for notable campus guests or visiting professors



**COOKING CLASSES** ● ● ● ● ●  
Residents can opt-in to cooking classes, teaching them to make healthy everyday meals



**RESIDENT FAMILY MEALS** ● ● ● ● ●  
Sign up to participate in Sunday night family meals shared with fellow residents

# Signature Experiences

The following four signature experiences can be used to broadly categorize our activation and amenity recommendations.

## FARM-TO-KITCHEN CO OP

Growing organic produce on-site, selling it at a local farmers market, and learning to cook healthy meals at home with it.

### KEY ACTIVATIONS & AMENITIES

- FARMER’S MARKET & CO-OP
- COOKING CLASSES
- RESIDENT FAMILY MEALS
- ON-SITE FARMING
- FAMILY KITCHEN & DINING ROOMS

## HOLISTIC HEALTH CENTER

A one-stop stop for mental, physical, and emotional health and wellness guidance and resources (with fitness center).

### KEY ACTIVATIONS & AMENITIES

- WALK-IN GUIDANCE
- FLEXIBLE FITNESS SPACE
- HOUSE THERAPY DOG
- PRIVACY BOOTHS
- INTEGRATED FITNESS FACILITATES
- BRINGING THE OUTDOORS IN
- OUTDOOR AMPITHEATER
- INTIMATE GREEN NOOKS
- MINDFUL ATMOSPHERE
- ROOMS THAT CONSIDER PRIVACY

## STUDENT ENTERPRISE

Student-run hospitality experiences (like an all-day café or beer garden) that create jobs for students and bring in local neighbors.

### KEY ACTIVATIONS & AMENITIES

- STUDENT-COMMUNITY SERVICE
- RESIDENT FAMILY MEALS
- STUDENT BREW GARDEN
- GALLERY AT HOME
- ALL-DAY CAFÉ
- STUDENT BREW GARDEN
- CURATED CONVENIENCE MART

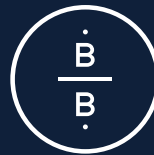
## INSPIRED PROGRAMMING

Spaces and events to discuss future-forward ideas and connect students with campus figures and guests in meaningful ways.

### KEY ACTIVATIONS & AMENITIES

- TED X TALKS & WORKSHOPS
- NETWORKING AND CAREER EVENTS
- GUEST-IN-RESIDENCE
- DYNAMIC DINING
- TRANSITIONAL BED
- BREAKOUT ZEN GARDENS
- INVITING ALL-NIGHT LIGHT
- CONSTANT CONNECTIVITY
- BOOKABLE FLEX SPACE
- SPANISH STEPS
- SOCIAL AMENITY SPACES
- GUEST MEALS





Thank You!

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210 ELIZABETH ST, 3FL  
NEW YORK, NY 10012

EXHIBIT D  
to Management and Operating Agreement  
Scholarship Fund

## The Helen Diller Scholarship Program

The shortage of available and affordable housing for Berkeley's students is a matter of urgent concern for the university. At present, Berkeley has the lowest percentage of beds for our student body of any campus in the UC System, while situated in one of the most challenging housing markets in the state. This lack of campus housing capacity adversely impacts the overall student experience. Low income students are the most vulnerable of our student body.

In response to the student housing crisis and to address students' basic needs, The Helen Diller Foundation has generously come forward with an exciting proposal to construct a new state-of-the-art student residential facility to be built on what we refer to as the "Gateway Site". In addition to this, through an innovative partnership with the university, an anticipated \$2.5 million dollars<sup>i</sup> in new scholarships will be made available annually from the net operating income of the residential facility.



### Total cost of attendance

The total cost of attendance is \$39,550 for California residents which includes fees, housing and other miscellaneous expenses for one academic year. The cost of housing is approximately \$17,220 per academic year.

Tuition and Fees	14,254
Room and Board	17,220
<b>Total Direct Costs</b>	<b>31,474</b>
<i>Other Estimated Costs:</i>	
Food	1,644
Books and Supplies	870
Personal	1,876
Transportation	400
Health Insurance	3,286
<b>Total Cost of Attendance</b>	<b>39,550</b>

### Guidelines for selecting scholars

- Scholars are selected by the Committee on Undergraduate Scholarships, Honors and Financial Aid (CUSHFA) in partnership with the Office of Undergraduate Admission and in consultation with the donor or designee.
  - Specific members include
    - Chair of the CUSHFA (faculty member)
    - Chair of Admissions, Enrollment and Preparatory Education (AEPE) (faculty member)
    - Assistant Vice Chancellor and Director of Undergraduate Admissions
    - Assistant Vice Chancellor and Director of Financial Aid and Scholarships
    - Donor or Designee

- The process:
  - Campus members set criteria in consultation with donor or designee,
  - Selected applications of candidates are provided to donor or designee for review and approval
- New and continuing scholars are identified by May of each year to support the yield and enrollment goals of the campus.
- Scholars receive awards named the Helen Diller Scholarship on their financial aid and scholarship package by mid-June.
- The candidate pool will draw from California students transferring to Berkeley from California community colleges.
- Funding is available by June 30th and paid the following academic year, beginning in August.
- Donors (and designates) receive annual reports on the students awarded and invited to interact with the scholars. Responsibility for annual reporting will sit with University Development and Alumni Relations (UDAR) in collaboration with the Financial Aid and Scholarships Office within Student Affairs (FASO).

## Scholarship Administration

The Helen Diller Scholarship will be administered by FASO. Consistent with current awarding guidelines, other available resources will be applied prior to the award of the Helen Diller Scholarship. The figures on the chart below represent averages. Actual award amounts will vary by student depending on income and other applied grants and scholarships.

**The goal is for the available net revenue to provide a full housing scholarship annually for approximately 175 extraordinary California low income transfer scholars.**

The estimated \$2,500,000 annual scholarship amount would be distributed to 175 incoming Pell eligible transfer students for 2 years. Pell eligible students would be selected on a basis of academic and personal achievement pursuant to the selection process outlined above. The students would be named the Helen Diller Scholars. Students would receive on average \$14,221. A portion of the cost of the student's self-help contribution is included in the scholarship amount.

Tuition, Fees & Other Expenses		Room and Board	Total
Self Help	\$5,364	\$0	\$5,364
Pell Grants	\$4,396	\$1,799	\$6,195
Cal Grants	\$12,570	-	\$12,570
Blue and Gold Grants	-	\$1,200	\$1,200
Helen Diller Scholarship	-	\$14,221	\$14,221
Total funding sources	\$22,330	\$17,220	\$39,550
Student scholarships awarded		175	

<sup>i</sup> Preliminary net revenue is believed to be approximately \$2.5M. The exact amount will be reported by the university annually to Prometheus and provided to the Financial Aid and Scholarships Office within Student Affairs for distribution once certified and approved.



EXHIBIT E  
to Management and Operating Agreement  
Flow of Funds Exhibit

**Sample Annual Flow of Funds (Article IV)**  
*(intended for illustrative purposes only, not actual amounts)*

Helen Diller Anchor House (Project) annual revenues	11,000,000
Less: (i) costs of managing, repairing and maintaining the Project, which may include capital repairs and major improvements	(4,300,000)
subtotal for (i)	6,700,000
Less: (ii) fund Project reserves	(400,000)
subtotal for (ii)	6,300,000
Less: (iii) to fund programs and events included in the Event Plan (which may include, but not be limited to beverages/snacks, teaching kitchen programs, educational programming, Alice Waters programming, and other events)	(1,500,000)
subtotal for (iii)	4,800,000
Less: (iv) Campus Assessment Contribution calculated at 50% of the Campus Assessment, SA and CSS Assessments	(1,500,000)
subtotal for (iv)	3,300,000
(v) scholarship program funds (as described in Exhibit D)	3,300,000
Student scholarships awarded (\$14,221 sample scholarship award)	232
Scholarships per student (2 year award)	116

EXHIBIT C

Preliminary Budget

EXHIBIT C  
PRELIMINARY BUDGET

Land-related costs	\$ 100,000
Design and Soft Costs	\$ 35,000,000
Construction Costs	\$ 257,000,000
Financing Costs	<u>\$ 7,900,000</u>
<b>Total Costs</b>	<b>\$ 300,000,000</b>