

University of California, Riverside

Request for Qualifications

Greenhouses 7-21 Replace Heating and Cooling Systems

Phase 1: Facilities Condition Assessment

Phase 2: Design Professional Services

Study Number: 950596

February 7, 2022

Advertisement Date: February 7, 2022 - February 18, 2022

Document Issue Date: February 7, 2022

Notice of Intent Requested by: February 16, 2022

Last day for Questions: February 16, 2022

RFQ Submittal Due by: February 23, 2022

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I. ADVERTISEMENT FOR ENGINEERING AND DESIGN PROFESSIONAL SERVICES

The University of California, Riverside (UCR) requests qualified consultants submit written Statements of Qualifications for providing professional services for the following proposed project:

Greenhouses 7-21 – Replace Heating and Cooling Systems

Project 950596

Anticipated Construction Cost: TBD

The University will initiate a multi-phase contract to complete Phase 1, with the option to enter into a Phase 2 full service contract for Design Professional Services subsequent to completing Phase 1.

Phase 1

Conduct a facility condition assessment of Greenhouses 7-21 existing heating and cooling systems & infrastructure, including, but not limited to the following: evaporative cooling systems, boilers, heat exchangers, heat pumps and other HVAC systems; chillers, pumps, cooling towers, and other HVAC systems.

Consultant to provide recommendations and options for selective repair/renewal, and/or renovation. Recommendations to include phasing strategies and high-level costs estimates.

Selected consultant must be able to start work immediately.

Phase 1 services will be assigned using a Professional Service Agreement (PSA). Award of the contract for Phase 1 services does not guarantee that the chosen firm will continue through Phase 2.

Phase 2 (Optional to University)

Executive Design Professional Services for Schematic Design, Design Development, Construction Documents, Bidding and Construction Phases Services subsequent to completion of Phase 1 for scope determined by University.

Exercise of Phase 2 Services will be at the sole discretion of the University and will be assigned using an Executive Design Professional Agreement (EDPA.)

The complete RFQ packet will be available (in electronic format only) beginning **Monday, February 7, 2022 at 10:00AM**. To receive an email copy of the RFQ Documents, email the RFQ Administrator listed below:

Mary Ramirez, UCR Contracts Administration

Email: mary.ramirez@ucr.edu

You may also visit our website and download directly at: <https://pdc.ucr.edu/business-opportunities/design-professionals-consultants>.

Though not required, entities intending to submit Qualification Documents for this project, are asked to confirm their intent to do so, by emailing a written statement (Notice of Intent statement) to the RFQ Administrator by **12:00 PM on Wednesday, February 16, 2022**.

Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University. Each candidate firm will be required to show evidence of its equal employment opportunity policy prior to entering into an agreement with

the University.

The University reserves the right to reject any or all responses to this RFQ and to waive non-material irregularities in any response received.

All information submitted for evaluation will be considered official information acquired in confidence, and the University will maintain its confidentiality to the extent permitted by law.

II. PROJECT INFORMATION AND REQUIREMENTS

A. OVERVIEW OF UCR

UCR is situated on nearly 1,200 acres located three miles east of downtown Riverside. It is in the heart of the “Inland Empire,” or “Inland Southern California”, an area that includes western Riverside and San Bernardino counties and has become one of the fastest growing areas in California. UCR serves as one of the most important educational and cultural resources for the area.

Undergraduate, graduate, and professional degree programs are offered to one of the most diverse student populations in the nation from three colleges and four professional schools: College of Humanities, Arts, and Social Sciences; the College of Natural and Agricultural Sciences; the Bourns College of Engineering; the School of Business; the Graduate School of Education; the School of Medicine, and the School of Public Policy. As of Fall 2021, UC Riverside enrollment was 26,434. An update to the Long Range Development Plan (LRDP) is currently underway to support further development of the University based on an estimated enrollment of 35,000 students by 2035.

B. PROJECT DESCRIPTION

Approximately 60% of the university’s total campus space is 40 years old or older, and most of the original campus buildings have yet to be renovated to address failing infrastructure or improved energy efficiency. Greenhouses 7-21 are such buildings.

Built in the 50s, greenhouses 7-21 are located on the East Campus, along East Campus Drive and Eucalyptus Drive, and have the following areas:

CAAN	Building Name	Year Constructed	ASF	Basic Gross
P5276	GH07	1952	4,707.00	5,094.00
P5277	GH08	1955	4,601.00	4,665.00
P5200	GH09	1954	4,570.00	4,928.00
P5278	GH10	1955	4,468.00	5,138.00
P5279	GH11	1955	4,474.00	4,940.00
P5280	GH12	1957	4,586.00	4,919.00
P5281	GH13	1957	4,473.00	4,938.00
P5481	GH14	1957	4,049.00	4,623.00
P5210	GH15	1985	4,918.00	5,295.00
P5284	GH16	1956	4,551.00	4,886.00
P5483	GH17	1957	4,518.00	4,886.00
P5513	GH18	1965	4,535.00	4,939.00
P5514	GH19	1965	4,625.00	4,902.00
P5515	GH20	1965	4,581.00	4,906.00
P5282	GH21	1957	4,693.00	4,940.00

The facilities presently house research programs within the College of Natural and Agricultural Sciences (CNAS) including the following Departments: Environmental Sciences, Agricultural Operations, Nematology, Microbiology and Plant Pathology, Botany and Plant Sciences. No major system renewal has been implemented since its construction.

UCR has recently been provided state funding to complete limited critical deferred maintenance projects at greenhouses 7-21. Prior to implementing these improvements, the University desires a comprehensive building condition assessment to assist with planning and implementation of these initial projects, as well as potentially future subsequent needed improvements.

The facility condition assessment should include an assessment of the existing building systems & infrastructure, including, but not limited to, the following: evaporative cooling systems, boilers, heat exchangers, heat pumps and other HVAC systems; chillers, pumps, cooling towers, and other HVAC systems.

Consultant to provide recommendations and options for selective repair/renewal, and/or renovation. Recommendations to include development strategies and high-level costs estimates.

C. SCOPE OF SERVICES

Phase I Services, including, but not necessarily limited to:

1. Evaluation of existing building's mechanical (HVAC) systems based on extensive on-site investigation and review of record documents in terms of: 1) equipment and systems physical condition and requirements, 2) operational and maintenance deficiencies, 3) current output, and 4) available capacities. (Selected team to propose additional strategies and specific investigations that will assist with information assessment as needed.)
2. Review of university-identified deferred maintenance needs.
3. Identify system deficiencies as well as code, life safety, and accessibility deficiencies.
4. Develop recommendations and priorities for incremental/phased repair, and/or major renovation, including mechanical (HVAC), controls strategies with flexible options as required to address current deficiencies and future needs.
5. Develop a cost estimate of probable construction costs for recommendations and options at various levels of development (IE; investigation, study, completion of schematic design, and design development, etc.). Define total cost of deficiencies that can be repaired without triggering required code and ADA upgrades.
6. Produce written, graphic, and digital documentation that clearly presents recommendations and cost ROMS.

Phase 2 Scope of Services (Optional to University)

Phase 2A

- Full architectural and engineering services for selected scope resulting from Phase 1 Assessment, as well as any additional deferred maintenance work the University is able to fund in the next 18 months.

Phase 2B

- Full architectural and engineering Services for potential major renovation project, if funding available and authorized by campus.

Architectural and Engineering Services will be in accordance with the terms of the EDPA as required for Schematic Design, Design Development, Construction Documents Phase, Cost Estimation, Bidding Phase, and Construction Phase through and including the 11th month Warranty walk. (Including support in identifying and estimating cost of alternates and construction feasibility dependent on budget and answering RFI's during bidding and construction.) Basic Services to be further enumerated prior to Phase 2.

Anticipated Construction Budget(s): To be determined.

D. SCHEDULE

The Phase 1 Assessment is to begin shortly after the selection of the firm and is projected to commence on or about first quarter 2022 and be completed by the middle of the second quarter 2022.

Schedule for the Phase 2 – Execution of the EDPA and start of design services is dependent upon the successful completion of Phase 1 and establishment of project funding.

E. CONSULTANTS

Architectural & Engineering firms submitting for this RFQ shall recommend sub-consultants that would form the proposed team. Sub-consultant disciplines shall include: Structural, Mechanical, Electrical, Plumbing, Civil, Telecom/Data, and Cost Estimating. The University will review the proposed sub-consultant team.

F. CONTRACT REQUIREMENTS

1. All consulting services to be provided by the consultant shall be in accordance with the issued University Contract Documents. Professional Services Agreement (PSA) or Executive Design Professionals Agreement (EDPA).
2. Note any exceptions to the attached agreements (PSA or EDPA) that would prevent your firm from executing the Agreement in your response. We cannot accept any request to include language to limit liability with regards to insurance and/or modify the indemnification clauses.
3. University requires evidence of insurance coverage: general liability, professional liability, automobile liability, and worker's compensation. If consultant does not currently have coverage in accordance with University requirements, listed below, documentation shall be submitted indicating that such coverage will be in place prior to execution of the Consultant Agreement.

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
	\$1,000,000
Personal and Advertising Injury	
General Aggregate	\$2,000,000
<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
<u>Workers' Compensation and Employer's Liability**</u>	
Workers' Compensation:	Minimum Requirement (as required by Federal and State of California law)
Employer's Liability:	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000
<u>Professional Liability Insurance* – Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

*This insurance must be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Further, the deductible, or retained limit, for each coverage shall not be more than \$100,000.

**This insurance must be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University.

4. Selected firm shall provide evidence of an Equal Employment Opportunity policy, and its compliance with applicable federal law pertaining to Equal Employment Opportunity.

III. RFQ SUBMITTAL PROCESS

A. **RFQ SELECTION CRITERIA**

The Screening Committee will be seeking project teams with experience in comparable projects. Applicants should clearly highlight such projects and their similarities to the proposed project. Specific responses will be reviewed more carefully than those stressing breadth of experience or general qualifications. Submittals should focus on relevant experience of the proposed staff. Major considerations in selection of the firm will be the following:

1. Possess demonstrated expertise with the design of greenhouses, in particular mechanical (HVAC), building controls, electrical, and plumbing systems and requirements for such spaces.
2. Possess an understanding of trends in greenhouse design including innovation in the design and mechanical (HVAC), controls, electrical, and plumbing systems and components.
3. Possess experience with substantial renovations within an existing occupied building and be able to demonstrate their ability to phase and sequence construction activities to reduce impacts to the occupants and minimize disruption.
4. Be able to demonstrate knowledge and experience of clearly documenting phasing in the construction documents, delineating required temporary utilities, modifications of utilities as required by phasing and temporary construction.
5. Have experience with similar type buildings.
6. Proven technical, cost, and schedule management capabilities.
7. Qualifications of the Principals and Project Team Members, including the proposed definition of the primary responsibility of each role.
8. Preference is for AE teams and subconsultants to be within a 100-mile radius of UCR.

B. **RFQ SCHEDULE**

In accordance with established University procedures, UC Riverside will review all submittals in response to the RFQ and will select the most qualified firm for the listed project.

1. The complete request for qualifications (RFQ) packet will be available at <http://pdc.ucr.edu/business/consultants.html>.
2. Questions may be addressed by email to Mary Ramirez at mary.ramirez@ucr.edu. The last day questions will be received will be **February 16, 2022, 12:00 PM**.
3. **RFQ Qualification Submittals must be received on or before 12:00 PM, on Wednesday, February 23, 2022.** Submit one (1) hard copy and one (1) electronic copy on transferable media (flash/thumb drive preferred) to:

Attn: Contracts Administration, Mary Ramirez
Planning Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
1223 University Avenue, Suite 240
Riverside, CA 92507

*Include the Project Number and Name on the outside of your envelope. It is requested that email submissions not be turned in as we cannot guarantee receipt of large files in to our network.

A map of the Campus is available at: http://parking.ucr.edu/docs/parking_lot_map_web_version.pdf.

LATE SUBMISSIONS WILL NOT BE ACCEPTED

C. RFQ SELECTION PROCESS

The selection process will proceed as follows:

1. Entities are encouraged to submit a Notice of Intent as indicated in the Request for Qualifications Advertisement. The Notice of Intent should be in the form of an email to the RFQ Administrator announcing an entity's intent to submit Qualification Documents for this project.
2. Entities must submit all required documents by the given deadlines, as required in the Request for Qualifications Advertisement.
3. The University Screening Committee will evaluate each RFQ Submittal and will rank the prospective firms on their demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.
4. The Screening Committee shall develop a list ranking the top three firms, and shall submit the list to the Associate Vice Chancellor / Campus Architect for review and approval.
5. The Associate Vice Chancellor / Campus Architect shall review and approve the list. The Assistant Vice Chancellor / Campus Architect shall notify all parties of the top three (3) ranking firms. *Note: The University reserves the right to interview more than 3 firms if the University determines it is in the University's best interest to do so.*
6. The University will notify the top-ranking firms that they have been selected for a Presentation/Interview with the selection committee. Notice shall be in writing, will include the time and date for the presentation/interview, and a description of further requirements related to interview. Each firm shall have principal members of each discipline in attendance (IE; Architect, MEP Consultant(s), Structural, Lab Planner, etc.).
(Note: The University may waive the requirement to conduct interviews, if the University determines, it is in the University's best interest to select the best qualified firm from the list of short listed firms.)
7. Submitting firms will be notified of the decision by the Selection Committee within 3 days of the Selection Committee's decision.
8. If the University receives submissions from fewer than three qualified firms, the University may select from among the available qualified firms.

D. RFQ SUBMITTAL FORMAT

SUBMITTAL FORMAT (1) one hard copy, and (1) one electronic format, 50 pages maximum length (not including UCR required forms and section dividers)

Section 1: Cover Letter (10 points possible).

The Cover Letter should introduce the Design Professional team and provide a brief history of the firm, including:

- 1) Number of years in business as the current entity or its legally-recognized predecessor.
- 2) The individuals proposed to fill the following roles, at a minimum:
 - a) Designated principal-in-charge, authorized to make contractual commitments on behalf of the firm;
 - b) Designated project lead, responsible for delivery of services to the University in connection with the project;
 - c) Designated technical lead for the project.
- 3) The firm's office location that will be the firm's primary base for delivery of services to the University in connection with the project.

Section 2: Project Team and Qualifications (30 points possible).

- 1) Team Organization Chart.
- 2) Resumes for each proposed team member, indicating individual's experience relevant to the requirements of the project and relevant contact information such as their email address.
- 3) Explain the role of each individual and each proposed consultant, and explain how the individual's past experience is directly relevant to his/her proposed role and the specific services as described in the RFQ Advertisement.
- 4) Describe the Team's, or Team members', experience in working on comparable projects.
- 5) Provide a matrix that identifies the team members experience in working together on projects. *Matrix should include individual members of the Architects team as well as consultants.*

Section 3: Describe relevant project experience (30 points possible).

- 1) Describe a minimum three (3) comparable projects in which the firm has had a leading role
 - a) For each of the projects cited under item 1) above, provide no more than three (3) pages containing the following information: brief project description, owner, location and dates of engagement;
 - b) No more than two (2) photographs or diagrams e.g. plans, conveying features or work product relevant to the proposed scope as described herein;
 - c) The firm's scope of work;
 - d) Work scope, including services and deliverables.
 - e) Work product examples demonstrating design responses and graphic abilities
 - f) Key personnel assigned to the project;
 - g) Construction Contract sum (if applicable).
 - h) Construction Start and completion dates (if applicable).

Section 4: Project Understanding (30 points possible).

- 1) Understanding of Design Professional's role, scope of services and deliverables, based on information provided herein.
- 2) Describe how Team would work with the University to achieve the project goals. Describe proposed approach and work plan, consistent with schedule and other information provided herein.

The University of California is an Equal Opportunity Employer. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University.

E. NEGOTIATION AND AWARD OF CONTRACT

1. The University will negotiate a contract for scope of services and compensation with the firm found highest-ranked among qualified firms for services and compensation.
2. Negotiations shall begin no later than 14 days after the identified firm has been notified of the University's finding.
3. In the event that the University is unable to successfully reach agreement with the first-identified firm, the University may terminate negotiations with that firm and enter into negotiations with the next qualified firm, in the same manner as prescribed above.
4. In the event that the University is unable to successfully reach agreement with the second-identified firm, the University may terminate negotiations with that firm and enter into negotiations with the next qualified firm, in the same manner as prescribed above.
5. In the event that the University is unable to successfully reach agreement with the successively ranked firm, the University may opt to negotiate with successively-ranked firms until arriving at mutually-satisfactory terms with a qualified firm.
6. Upon successful completion of negotiations, the University and the selected Architect shall execute an Agreement. The University shall tender the final form of Agreement to the Architect with 45 calendar days of the conclusion of negotiations, unless the University notifies the Architect otherwise.
7. If the selected Architect fails to execute the Agreement tendered by the University within 14 calendar days of receipt, the University reserves the right to withdraw the Agreement, and to undertake negotiations with successively-ranked firms among the qualified firms.
8. The University and firm shall work together to ensure the successful delivery of the requested services in a timely fashion.

END

2.2 Insurance Declaration:

PROVIDE THIS DECLARATION TO YOUR INSURANCE CARRIER FOR COMPLETION AND HAVE YOUR CARRIER RETURN THE COMPLETED DECLARATION TO YOU. THE PROSPECTIVE FIRM MUST SUBMIT THIS DECLARATION TO UNIVERSITY. DO NOT HAVE YOUR CARRIER SUBMIT THIS DECLARATION DIRECTLY TO THE UNIVERSITY

The undersigned declares under penalty of perjury that the below named insurer is currently willing to provide the insurance listed above in Section 2.1. of this RFQ Qualification

submittal _____
(Name of Prospective Firm)

and that this Declaration was executed in _____, in the State of _____,
(Name of City if within a City, otherwise Name of County) (State)

on _____.
(Date)

(Signature)

(Name & Title)

(Insurer Name)

(Street Address)

(City, State & Zip Code)

(Telephone Number)

(Facsimile Number)

(Mobile Number)

(Email)

4. DECLARATION

I, _____, hereby declare that I am the
(Printed Name)

_____ of _____
(Title) (Name of Company)

submitting this Qualification Submittal; that I am duly authorized to sign this Qualification Submittal on behalf of the above named company; and that all information set forth in this Qualification Submittal and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this Declaration was executed in:

_____, in the State of _____,
(Name of City if within a City, otherwise Name of County) (State)

on _____ .
(Date)

(Signature)

END OF QUALIFICATION SUBMITTAL

***** If yes, explain***

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PROFESSIONAL SERVICES AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

{CONSULTANT or LABORATORY NAME}

This Agreement is made on _____ between The Regents of the University of California, a California corporation, hereinafter called "University," and _____

an individual/sole proprietor a partnership a joint venture a _____ corporation, (State of Incorporation)

holder of all necessary and applicable licenses required for the performance of the services described in this Agreement, hereinafter called "Consultant," to furnish certain services upon the following terms and conditions:

I. CONSULTANT SERVICES AND RESPONSIBILITIES

A. The Consultant shall furnish the following services:

1. Act as a consultant to the University of California, Riverside, to perform **{BRIEF DESCRIPTION OF SERVICES}** as required and authorized by the University. Under this Agreement, the consultant may perform pre-design services but in no event does this Agreement authorize the preparation of any design documents, including Schematic Design.

The University will authorize the Consultant to perform specific services by the issuance of a Written Authorization(s) on the form contained in the Exhibits. Each Written Authorization will state the specific services to be performed, the schedule for their completion, and the method of compensation in accordance with paragraph IV.

2. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the University.

{OPTIONAL: INSERT THE FOLLOWING LANGUAGE IN PSA IF CONSULTANT HAS BEEN SELECTED TO ACT AS DESIGN PROFESSIONAL INCLUDING, IF NECESSARY, ADVERTISEMENT AND INTERVIEWS/DISCUSSIONS}

B. Consultant hereby represents to the University that:

1. Consultant acknowledges that it has been selected to perform services for the Project including services as Design Professional under the Executive Design Professional Agreement (EDPA) in the Exhibits;
2. Consultant acknowledges that University have deferred negotiations on a fee for Basic Services and rate schedule for Additional Services described in the EDPA; and
3. Consultant has read and understood the EDPA in Exhibits and agrees to all of its terms and provisions.

C. If University requires the Consultant's services as Design Professional for the Project, Consultant agrees to the following:

1. Consultant will not request any modifications to those terms and provisions to the EDPA and will

execute the EDPA in the form in the Exhibits; and

2. Consultant will negotiate in good faith both a fee to perform the Basic Services and a rate schedule to perform Additional Services based on its then current rate structure consistent with its normal practice and consistent with University guidelines for fees and rates for similar projects.

II. TERM

- A. *Order Period.* The period of time for issuance of written Authorizations to Perform Services (hereinafter "Order Period") shall be from _____ to _____.

- B. *Period of Performance.* The period of performance under the Agreement shall be as specified in any written Authorizations to Perform Services, or subsequent revisions thereto, issued during the Order Period. However, the period of performance shall not commence prior to the date of execution of any such written Authorization.

- C. ***University- initiated Termination***

1. If the University determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the University may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within 10 days (or more, if authorized in writing by the University) after receipt of a notice of intention to terminate from the University specifying the failure in performance. If a termination for cause does occur, the University shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the University incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the University exceed the amounts withheld, the Consultant shall be liable to the University for the difference.

2. University may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case University will pay Consultant for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement. In ascertaining the services actually rendered up to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to University or in the possession of Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

- D. ***Consultant - initiated Termination***

Consultant may terminate this Agreement for cause if the University fails to cure a material default in performance within a period of 30 days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by the Consultant, the University will pay the Consultant in accordance with paragraph II.C.2.

III. GENERAL PROVISIONS

- A. *Independent Contractor.* The Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of the University.

- B. *Consultant Hiring.* The Consultant shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. *Subconsultants.* The Consultant shall cooperate with other professionals employed by the University in the production of other work related to its services. Subject to approval by the University, the Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant may hire the services of subconsultants with University approval in place of or in addition to those employed or retained by the Consultant. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the University and the professionals employed by the Consultant under the terms and conditions of this Agreement. The Consultant is solely responsible for payment of any subconsultants.
- D. *Legal and Regulatory Compliance.* The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.
- E. *Copyright, Ownership and Use of Materials.* Consultant hereby assigns to the University all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by Consultant in its performance under this Agreement and/or delivered to the University hereunder and shall execute any documents necessary to effectuate such assignment, with the exception that Consultant hereby grants to the University an irrevocable, fully-paid up, royalty-free license to use any document provided to the University including without limitation any document known as a "detail." Consultant warrants that it has the lawful right to grant the foregoing license to the University. . In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's or entity's name. Materials constitute all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. All Materials furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the University retains the right to receive and use any such documents or materials any dispute regarding the amount to be paid under this Agreement notwithstanding. The foregoing provisions shall survive the term and termination of this Agreement.
- F. *Consultant's Accounting Records.* All books and records relating to this Agreement shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). University or University's authorized representative shall have access to and the right to audit and the right to copy all of Consultant's books and records. Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.
- G. *Conflict of Interest.* The Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests (including services

provided to another client) and the services provided under this Agreement, and that in the event of a change in either the private interests or services under this Agreement, any questions regarding a possible conflict of interest that may arise as a result of this change shall be disclosed in writing to the University. The Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

- H. *Successors and Assigns.* If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the University will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and University shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination.

If there is more than one Consultant, and any one of them dies or becomes incapacitated, and the others continue to render the consulting services covered herein, the University will make payments to those continuing as though there had been no death or incapacitation; the University will not be obliged to take any account of the person who died or became incapacitated or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons named as Consultant herein; if death or incapacitation befalls the last member of this group before the services of this Agreement are fully performed, then the rights shall be as if there had been only one Consultant.

This Agreement shall be binding upon the University and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the University.

- I. *Information Furnished by University.* If required for the performance of the Consultant's services, the University will furnish information, surveys, reports, as-builts, and other materials at the University's expense.
- J. *Statistical Reporting.* At the commencement of performance, Consultant shall complete and submit, and require each Subconsultant who performs services under this Agreement to complete and submit, a Self-Certification on the form contained in the Exhibits. At the completion of work and prior to final payment, Consultant shall complete and submit a Final Distribution of Contract Dollars under this Agreement on the form contained in the Exhibits.
- K. *Confidentiality.* The Consultant shall use his or her best efforts to keep confidential a) any information produced or created by Consultant under this Agreement including but not limited to test results, sampling results, data, plans and reports; b) any information provided by the University and marked "Confidential Information"; or c) any oral information conveyed to the Consultant by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. In the event that Consultant determines that it has a legal obligation to disclose such Confidential Information pursuant to a third party demand, Consultant shall notify the University in writing of its receipt of such demand and of Consultant's determination that it has a legal obligation to disclose Confidential Information. Consultant shall not disclose any such Confidential Information until at least ten (10) days from the date of receipt by University of Consultant's written notice. This nondisclosure provision shall not apply to any of the following:
1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
 2. Information that is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant; or
 3. Information that is obtained lawfully from a third party

- L. *Survival.* The provisions of this Agreement which by their nature survive expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement, including any and all warranties, confidentialities, indemnities, payment obligations, and University's right to audit Consultant's books and records, shall remain in full force and effect after any expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement.
- M. *UC Fair Wage.* Consultant/Design Professional shall pay all persons providing services and/or any labor on site, including any University location, no less than UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

IV. COMPENSATION

- A. Compensation payable by University under this Agreement shall not exceed \$_____.
- B. The University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.
- C. The University will compensate the Consultant for the scope of services provided in accordance with this Agreement, computed as follows:
1. For each written authorization, a maximum payment shall be established that shall not be exceeded without the prior written approval of the University.
 2. All fees shall be in accordance with the Consultant Rate Schedule contained in the Exhibits. Unless otherwise provided in the Consultant Rate Schedule, rates shall not be changed except in accordance with paragraph VIII A. Alternatively, a lump-sum fee may be negotiated.
 3. Payments to the Consultant shall be made monthly, subsequent to the University's receipt of an invoice itemizing the fees and reimbursable expenses for each written authorization for the month invoiced.
 - a. *Invoicing for Services Performed on a Labor Hour / Time-and-Materials Basis.* Consultant must submit an itemized invoice for services rendered for each Work Authorization. The itemized invoice must include (i) fees and authorized reimbursable expenses for the month invoiced, (ii) the Contract Number of this Agreement, (iii) the Work Authorization number, (iv) the project name and number if applicable, (v) the date of services, (vi) a summary of the tasks performed with associated hours and billing rates and (vii) supporting timesheets. Payment will be subject to verification by University's Representative. *Overtime premiums* will not be allowed for exempt service professionals. Authorized overtime will be compensated at straight-time rates unless specifically provided otherwise in the Rate Schedule.
 - b. *Invoicing for Services Performed for an Established Lump-Sum Fee.* Consultant will invoice University for authorized services performed for an established Lump-Sum Fee. A lump-sum invoice may be submitted upon completion of the authorized work. If monthly billings are requested, Consultant shall submit a proposed monthly billing schedule for University's approval. Proposed monthly billings must relate to the percentage of work performed each month in proportion to the total Work Authorization amount. Payments will not be made that exceed the value of work performed during the billing period. Each invoice must include (1)

the fee for the month invoiced, (ii) the Contract Number of this Agreement, (iii) the Work Authorization number, (iv) the project name and number if applicable, (v) the dates of services or a copy of the approved billing schedule, and (vi) a summary of the tasks performed. The amount invoiced will be subject to verification by University's Authorized Representative. All overtime premiums, reimbursable expenses except as mutually agreed per IV.C.4., and project related overhead or administrative expenses are Consultant's responsibility and are considered included in the lump-sum fee.

- c. Invoices shall be sent to the following address:

UCR Planning, Design & Construction
1223 University Avenue, Suite 240
Riverside, CA 92521

4. When provided in a written Work Authorization as mutually agreed between Consultant and University, reimbursable expenses will be paid in addition to the fees for Services under this Agreement; otherwise, Consultant is responsible for all other operating expenses, overhead and administrative costs that are considered included in the rates in the Consultant's Rate Schedule contained in the Exhibits. Reimbursable expenses are actual expenditures made by the Consultant and the Consultant's employees and subconsultants in accordance with the "Reimbursement Schedule" contained in the Exhibits. All expenses must be itemized, justified, and supported with receipts to University's reasonable satisfaction. All expenses must fall within the established applicable not-to-exceed Work Authorization amount.
5. Payment Terms. Properly submitted invoices will be paid on a net-30 day basis. Invoices that do not conform to the requirements of this Agreement will be returned to Consultant for revision and/or supporting documents. Properly revised invoices will be paid net-30 days.
- a. Payments will not be made for services performed in advance of the Work Authorization effective date unless such advanced services are specifically authorized in the applicable Work Authorization. For each Work Authorization, the maximum payment shall not exceed the established Work Authorization amount without University's prior signed written approval.
- b. If University fails to pay undisputed amounts within 45 days of invoice receipt, Consultant may submit a written payment demand. If University fails to cure the requested payment demand within 7 calendar days from receipt, Consultant may suspend work under this Agreement until such undisputed payments are made. Any payment issues must be brought to the immediate attention of University's Director of Contracts Administration for resolution.
6. Consultant must complete and sign an IRS Form W-9, and send it to the above address for invoices.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. Consultant shall indemnify, defend, and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom Consultant is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any

of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by University except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.
3. Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.
4. Nothing in this Agreement, including the provisions of this Article V, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE

1. Insurance Requirements. Consultant, at Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.
 - a. Commercial Form General Liability Insurance with coverage and minimum limits as follows:

i.	Each occurrence	\$1,000,000
ii.	Products Completed; Operations Aggregate	\$1,000,000
iii.	Personal and Advertising Injury	\$1,000,000
iv.	General Aggregate	\$2,000,000
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned, and hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.
 - c. Professional Liability Insurance, with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - d. If the above insurance (subparagraphs V.B.1.a – V.B.1.c) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion of the services authorized pursuant to each Written Authorization executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1.a-V.B.1.c shall be (i) issued by companies that

have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

- e. Workers' Compensation and Employer's Liability Insurance as follows:
 - i. Worker's Compensation: as required by Federal and State of California law.
 - ii. Employer's Liability: Each Employee \$1,000,000
 Each Accident \$1,000,000
 Policy Limit \$1,000,000
 - iii. Insurance required by this subparagraph V.B.1.e shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) that are acceptable to the University.
- f. Consultant, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article V., including the following requirements:
 - i. Consultant shall have the insurance company complete University's Certificate of Insurance on the form contained in the Exhibits. If Consultant's insurance company refuses to use the University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with Paragraph V.B. and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.
 - ii. If insurance policies are canceled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Consultant.
 - iii. University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Consultant in writing, will be included as additional insureds on Consultant's general liability policy for and relating to the Work to be performed by Consultant and Subcontractors. Consultant's general liability insurance policy shall name University as an additional insured pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.

- iv. The General Liability and the Professional Liability insurance policies shall apply to the negligent acts, or omissions of Consultant, its officers, agents, employees, and for Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of Consultant or Consultant's subconsultants.

VI. STATUTORY AND OTHER REQUIREMENTS

A. NONDISCRIMINATION

1. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Contractor will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
2. Consultant shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6 of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. References to Covered Services hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Consultant in the execution of the Covered Services hereunder. Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. Consultant shall forfeit to University, as a penalty, not more than \$200 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant fee. Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS

1. Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey person, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. Consultant shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Consultant shall inform University of the location of such payroll records for the written authorization, including the street address, city, and county; and Consultant shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with the State of California Labor Code Section 1776, Consultant shall have 10 days in which to comply following receipt of notice specifying in what respects Consultant must comply. Should noncompliance still be evident after the 10-day period, Consultant shall forfeit to University, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Consultant bears responsibility for compliance with this section for all apprenticeable occupations.
2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
3. When Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.
4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
5. If Consultant or subcontractors or subconsultants employ journeypersons or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship

program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeypersons or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.

6. In the event Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.
7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Consultant or subcontractors or subconsultants of journeyperson trainees who may receive on-the-job training to enable them to achieve journeyperson status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

1. Consultant shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Consultant shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of this Agreement by Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

F. PATIENT HEALTH INFORMATION

1. Consultant acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Consultant shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Consultant will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Consultant, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Consultant will report such actions immediately to the University Representative. Consultant will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Consultant will report to University Representative within five (5) days after Consultant gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

VII. NOTICES

- A. *University.* Any notice may be served upon the University by delivering it, in writing, to the University at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the University at the aforementioned address, or by sending a facsimile of it to the University facsimile number set forth on the last page of this Agreement.
- B. *Consultant.* Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

VIII. AUTHORITY OF AGREEMENT

- A. This Agreement represents the entire and integrated agreement between the University and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by a written instrument signed by both the University and the Consultant and the written instrument shall be an Amendment on the form contained in the Exhibits.
- B. This Agreement includes the following Exhibits attached herewith:
 - Amendment
 - Certificate of Insurance
 - Final Distribution of Contract Dollars
 - Rate Schedule
 - Reimbursement Schedule
 - Self-Certification
 - Work Authorization
 - Reference RFQ/RFP Documents
 - Executive Design Professional Agreement

IN WITNESS WHEREOF, the UNIVERSITY and the CONSULTANT have executed this Agreement on the {DAY} day of {MONTH}, {YEAR}

CONSULTANT:

(Name of Company)

By: _____
(Signature & Date)

(License Number, if applicable)

(Print Name & Title)

(Employer ID Number)

Address: _____

Telephone Number(s): _____

Facsimile Number: _____

Recommended:

By: University's Representative

Funds Sufficient:

By: Financial Administrative Officer

(Signature & Date)

(Signature & Date)

Name
Title
Planning, Design & Construction

(Print Name & Title)

Susan McFadden
Senior Financial Analyst
Planning, Design & Construction

(Print Name & Title)

UNIVERSITY:

By: The Regents of the University of California
University of California, Riverside

(Signature & Date)

Blythe R. Wilson, Architect
Director of Project Management
Planning, Design & Construction

(Print Name & Title)

Account No.: _____

Activity Code: _____

Fund: _____

Function: _____

Cost Center: _____

Project Code: _____

Address: University of California, Riverside
Planning, Design & Construction
Attn: Contracts
1223 University Avenue, Suite 240
Riverside, CA 92521

Telephone Number: 951.827.4724

Facsimile Number: 951.827.4556

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SAMPLE

EXECUTIVE DESIGN PROFESSIONAL AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
THE DESIGN PROFESSIONAL

This AGREEMENT is made on _____ between The Regents of the University of California, a California Corporation, hereinafter called "University" and **{INSERT THE NAME OF THE EXECUTIVE ARCHITECT OR ENGINEER}** hereinafter called "Design Professional".

{CONTINUE THE PARAGRAPH AFTER CHOOSING THE APPROPRIATE OPTION:

- 1. IF THE FIRM IS A CORPORATION, USE THE CORPORATE TITLE.**
- 2. IF THE FIRM IS A PARTNERSHIP, LIST THE NAMES OF ALL OF THE PARTNERS. IF THE PARTNERSHIP IS OPERATING AS A "DOING BUSINESS AS (DBA)" FIRM, INCLUDE THE DBA NAME. FOR A GENERAL PARTNERSHIP, STIPULATE AFTER ALL LISTED NAMES THE TERM "Co-partners."**
- 3. IF THE FIRM IS A SOLE PROPRIETORSHIP, LIST THE NAME OF THE INDIVIDUAL, FOLLOWED BY THE WORDS "An Individual." IF THE SOLE PROPRIETORSHIP IS OPERATING AS A DBA FIRM, INCLUDE THE DBA NAME.}**

The above named individual or firm shall be the Executive Architect or Engineer and shall comply with the licensing laws of the State of California regarding the practice of Architecture or Engineering in performing the services set forth in this Agreement for the following project:

{NOTE:THE FACILITY NAME, PROJECT NUMBER, AND PROJECT NAME MUST BE THE SAME AS THOSE RECORDED FOR FUNDING PURPOSES.}

UNIVERSITY OF CALIFORNIA, {FACILITY NAME}

{PROJECT NUMBER}

{PROJECT NAME}

PROJECT DESCRIPTION: Describe including approximate sq. ft.

CONSTRUCTION BUDGET: \$

ARTICLE 1 - GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

1.1.1 This Agreement shall be governed by the laws of the State of California.

1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

1.1.3 University's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve Design Professional from responsibility for damages or other losses incurred or to be incurred by University as a result of Design Professional's breach of its obligation under this Agreement.

1.1.4 Time is of the essence for this Agreement.

1.1.5 Design Professional shall cooperate with University, its designees, and Contractor in furthering the interests of University.

1.1.6 Design Professional shall cooperate with other professionals University may employ for related work.

1.1.7 To the extent required by University, Design Professional shall consult with authorized employees, agents, and representatives of University relative to the design and construction of a Project.

1.1.8 Design Professional shall perform all services in compliance with applicable laws, codes, rules, regulations, ordinances, University policies, and Facility standards. University policies include without limitation those related to Seismic Safety and Sustainable Practices.

1.1.9 Services required by this Agreement include, at no additional cost to University, all services necessitated, in whole or in part, by errors and omissions of, or breach of this Agreement by, Design Professional, its subconsultants, or any person or entity working under Design Professional.

1.1.10 Consultant/Design Professional shall pay all persons providing services and/or any labor on site, including any University location, no less than UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

1.2 DESIGN PROFESSIONAL STANDARD OF CARE

1.2.1 Design Professional, its officers, agents, employees, subcontractors, subconsultants and any persons or entities for whom Design Professional is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode).

1.3 DEFINITIONS

Unless defined differently herein, terms used in this Agreement shall have the same meaning as those used in University's Bidding Documents, General Conditions in the Exhibits.

NOTE: EXHIBITS MUST ALSO INCLUDE THE FACILITY'S STANDARD SPECIFICATIONS, DIVISION 1, GENERAL REQUIREMENTS.

1.3.1 Agreement. The term "Agreement" means this Agreement, Supplemental Requirements, Exhibits, Amendments, and all other documents identified in this Agreement which together form the agreement between University and the Design Professional for the Work the Agreement constitutes the complete agreement between University and the Design Professional and supersedes any previous agreements or understandings.

1.3.2 Architect (or Engineer) of Record. The term "Architect of Record" or "Engineer of Record" shall mean the specific University-approved Design Professional named in this Agreement who is the Design Professional's designated principal or staff member in charge of providing all services required by this Agreement.

1.3.3 As-builts (As-built Drawings and Specifications). The term "As-builts" shall mean the marked-up version of the Contract Documents prepared by the construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.4 Bidding Documents. The term "Bidding Documents" shall mean those documents prepared and furnished by University for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements attached in the Exhibits.

1.3.5 Construction Budget. The term "Construction Budget" shall mean University's written statement of funds available to pay for the cost of construction.

1.3.6 Construction Documents. The term "Construction Documents" shall mean the documents prepared and furnished by the Design Professional to be used for bidding the construction work for the Project.

1.3.7 Contract Documents. The term "Contract Documents" shall mean the Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified as Contract Documents in the Construction Contract Agreement.

1.3.8 Coordination. The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.9 Estimated Project Construction Cost. The term "Estimated Project Construction Cost" shall mean Design Professional's written estimate in the form specified by University in the Exhibits, of the total Construction Cost of the Project at the various stages of the design process.

1.3.10 Facility. The term "Facility" means the University of California, Riverside.

1.3.11 Project. The term "Project" means the project described on page 1 of this Agreement.

1.3.12 Project Architect (or Engineer). The term "Project Architect" or "Project Engineer" shall mean the specific University-approved Design Professional named in this Agreement who is the Design Professional's designated architect (or engineer) who is the first point of contact in providing all services required by this Agreement.

1.3.13 Project Program. The term "Project Program" shall mean a written statement in the Exhibits of University's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.14 Project Schedule. The term "Project Schedule" shall mean the schedule prepared by University showing project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.15 Record Documents. The term "Record Documents" shall mean those documents (including without limitation the updated version of the Construction Documents) prepared by the Design Professional incorporating Addenda, Change Orders and information from the As-Builts and other data furnished by Contractor to Design Professional.

1.3.16 University. The term "University" shall mean the Regents of the University of California.

1.3.17 University's Representative. The term "University's Representative" shall mean the person or entity providing University's Representative services as indicated in the Contract Documents including, but not limited to, issuance of written communications with the Contractor.

1.3.18 University's Designated Administrator. The term "University's Designated Administrator" shall mean the individual acting as University's Designated Administrator pursuant to paragraph 4.1.1.

ARTICLE 2 - BASIC SERVICES

Basic Services to be provided by Design Professional include the services described in this Article 2 and as further described in the Supplemental Requirements in the Exhibits.

2.1 GENERAL

2.1.1 The services of Design Professional shall be performed in accordance with this Agreement and the Supplemental Requirements in the Exhibits.

2.1.2 To the extent deemed necessary by Design Professional, Design Professional shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of California, and such other consultants necessary for the provision of services under this Agreement. All consultants provided under basic services shall be paid by Design Professional. Design Professional shall submit, for approval by University, names of consultants for each professional element of service of the Project. University-approved consultants provided under basic service shall be as named below:

<u>Consultant Name</u>	<u>Discipline</u>

Nothing in the foregoing shall create any contractual relationship between University and any consultants employed by Design Professional under the terms of this Agreement. Design Professional is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

2.1.3 Design Professional shall designate a principal or a staff member as the Project Architect or Project Engineer. So long as the Project Architect or Project Engineer performs in a manner acceptable to University, and remains in Design Professional's employ, the Project Architect or Project Engineer shall remain the first point of contact for all design and other services required under this Agreement, including attending design-related meetings for the Project, unless a substitution mutually acceptable to Design Professional and University is made. University-approved Project Architect or Project Engineer shall be the person named below:

Name of Project Architect or Engineer

Additionally, the University may require other individuals working for the Design Professional or its subconsultants to attend design-related meetings as requested by University.

2.1.4 Design Professional shall assist University in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

2.1.5 Design Professional shall abide by all regulations imposed by authorities having jurisdiction over the Project.

2.1.6 Design Professional shall review site surveys; existing record documents; seismic data; mechanical, geotechnical, and other test reports; environmental documents, and any other documentation furnished by

University. From an examination of the site and a review of available information, Design Professional shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which it be provided and needed services obtained. Design Professional may rely on the information provided by University but only to the extent such reliance shall be consistent with Design Professional's obligations under this Agreement.

2.1.7 Review, approval or acceptance of Design Professional's work whether by University or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase, Guarantee to Repair Period, or otherwise, shall not relieve Design Professional from responsibility for errors and omissions in Design Professional's work.

2.1.8 Design Professional shall, at no cost to University, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the Construction Documents prepared by Design Professional or Design Professional's consultants promptly upon discovery or notice. The obligations of Design Professional to correct defective or nonconforming Work shall not in any way limit any other obligations of Design Professional.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 Upon University's written direction to proceed, Design Professional shall provide Schematic Design Phase services described herein and in the Supplemental Requirements in the Exhibits including, without limitation, Schematic Design Documents for approval by University.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Upon University's written direction to proceed, Design Professional shall provide Design Development Phase services as described herein and in the Supplemental Requirements in the Exhibits and based on Schematic Design documents approved in writing by University and any written adjustments in the scope or quality of the Project or in the Construction Budget including, without limitation, Design Development Documents for approval by University.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Upon University's written direction to proceed, Design Professional shall provide Construction Documents Phase services as described herein and in the Supplemental Requirements in the Exhibits and based on Design Development documents approved in writing by University and any written adjustments in the scope or quality of the Project or in the Construction Budget including, without limitation, Construction Documents for approval by University.

2.4.2 The Drawings and Specifications shall be consistent with the University's General Conditions in the Exhibits and the Division 1 tailored for the Project including but not limited to any Facility requirements.

2.5 BIDDING PHASE

2.5.1 Upon University's written direction to proceed, Design Professional shall provide Bidding Phase services as described herein and in the Supplemental Requirements in the Exhibits.

2.5.2 If the lowest responsive total bid price received exceeds the Construction Budget 10%, University may, at its discretion, (1) authorize rebidding of the Project within a reasonable period of time; or (2) require Design Professional, at Design Professional's expense, to modify the Project design and the Construction Documents in order to reduce the Estimated Project Construction Cost to a level that falls within the Construction Budget. Modifications proposed by Design Professional shall require University approval prior to incorporation into the revised documents.

2.6 CONSTRUCTION PHASE

2.6.1 Upon University's written direction to proceed, Design Professional shall provide Construction Phase services as described herein and in the Supplemental Requirements in the Exhibits.

2.6.2 The Construction Phase will commence on the date the Agreement between University and Contractor is signed by University and will terminate one year after Notice of Completion or Notice of Cessation, or in the absence of either a Notice of Completion or Notice of Cessation, one year after Final Completion.

2.6.3 Except as otherwise provided in the Contract Documents or as directed by University, all written communications with Contractor shall be sent and received by University's Representative.

2.6.4 Design Professional shall render design interpretations of, and design decisions regarding, the Contract Documents that are necessary for the proper execution or progress of the Work including provision of clarifications and interpretations of the Contract Documents that are consistent with the intent of the documents but which do not involve a change in the scope of the Work. Such clarifications and interpretations shall not involve an adjustment of the Contract Sum or an extension of the Contract Time.

2.6.5 Design Professional shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Work, unless Design Professional specifies, directs, recommends or approves such means, methods, techniques, sequences, procedures, or safety precautions/ programs.

2.6.6 Design Professional shall prepare drawings and specifications needed to issue Field Orders and Change Orders as required by the Supplemental Requirements in the Exhibits.

{FACILITY HAS THE OPTION TO USE 2.6.7 OR TO LEAVE PREPARATION OF CHANGE ORDERS AS ADDITIONAL SERVICES.}



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2.6.7 No additional compensation shall be paid to Design Professional for the preparation of Change Orders, including the preparation of Drawings, Specifications, and supporting data and other services required in connection with the preparation of Change Orders until the total cumulative value (calculated by adding the absolute values of both additive and deductive changes not caused, in whole or in part, by Design Professional errors or omissions) exceeds { } percent of the Contract Sum.

2.6.8 Design Professional shall provide Record Documents as described herein and in the Supplemental Requirements in the Exhibits.

2.6.9 Design Professional shall review the Work at 11 months after Substantial Completion or Final Completion, as applicable, and shall make written recommendations to University for the correction of any deficiencies as required by the Supplemental Requirements in the Exhibits. Dates for inspections shall be as mutually agreed by the parties within the 11th month time frame. The number of work hours associated with the on-site review and preparation of written recommendations shall not exceed { } hours excluding review and preparation necessitated in whole or in part by Design Professional's errors and omissions.

2.7 INDEPENDENT SEISMIC/STRUCTURAL REVIEW

2.7.1 This Project is subject to an independent seismic/structure review conducted by University and at University expense. Design Professional shall attend meetings as necessary to resolve all seismic issues. Design Professional shall present Drawings and other items as necessary to describe the Project design.

2.8 SCHEDULE

2.8.1 Design Professional acknowledges that all time limits stated in this Agreement are of the utmost importance to University. Design Professional shall meet the Project Schedule, which may be revised from time to time by mutual agreement, for completion of Design Professional's services.

2.8.2 Design Professional shall submit its proposed work plan for the performance of Design Professional's services within 5 calendar days following the later of (1) the execution date of this Agreement, or (2) the date on which University authorizes Design Professional to begin performing Schematic Design Phase services. Design Professional's work plan shall include without limitation, a schedule for how Design Professional will comply with the Project Schedule.

Design Professional's work plan shall include allowances for the periods of time required for University's review and approval of submissions and for approvals by authorities having jurisdiction over the Project. Design Professional's work plan, when approved by University, shall not be exceeded by Design Professional except when University and Design Professional mutually agree, in writing, to a revised Project Schedule.

2.8.3 The total time scheduled for full completion of Design Professional's services for each phase of the Project shall not exceed the durations listed in the Project Schedule, unless mutually agreed upon in writing by Design Professional and University. The durations for University review period listed in the Project Schedule shall be computed from the date on which a clear, complete submittal is received by University. University's failure to meet its commitment to provide written requested information or to review within the stipulated time frames shall be cause for an adjustment in the Project Schedule. However, submittals received for review which are rejected, in writing, as not meeting the deliverables required by submittal requirements of this Agreement and the attachments thereto, shall not be cause for adjustment of the Project Schedule, and any such delay caused by such rejected submittals shall be at the sole responsibility of Design Professional.

ARTICLE 3 - ADDITIONAL SERVICES

Unless required in Article 2 of this Agreement or in the Supplemental Requirements to be performed as part of Basic Services, the services described in this Agreement and the Supplemental Requirements are Additional Services. These Additional Services shall be paid for by University, as provided in this Agreement, in addition to the compensation for Basic Services. Design Professional shall provide Additional Services only when and as authorized in a written instrument signed by University. No Additional Services shall be compensable unless so authorized.

ARTICLE 4 - UNIVERSITY RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 University shall designate, in writing, an Administrator who will act on behalf of University with respect to this Agreement. Design Professional shall accept directives only from University's Designated Administrator and not from other University employees or consultants. University may replace University's Designated Administrator at its sole option; if this replacement is made, University shall notify Design Professional in writing.

4.1.2 University shall designate, in writing, prior to bidding, a University's Representative.

4.2 PROVISION OF INFORMATION, SURVEYS, REPORTS, AND DATA

4.2.1 University shall have the right to make changes to the Project Program. When such changes increase the duties of Design Professional beyond those reasonably and customarily provided in Basic Services, Design Professional shall be compensated in accordance with this Agreement.

4.2.2 University shall have the right to make reasonable changes to its Bidding Documents and Design Professional shall be bound by such changes. When such changes increase the duties of Design Professional, beyond those reasonably and customarily provided in Basic Services,



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Design Professional shall be compensated in accordance with this Agreement.

4.2.3 University shall furnish structural, mechanical, electrical, chemical, soils, and other tests, inspections, and reports as required by law or by the Contract Documents, which are not required to be furnished by Contractor under the Contract Documents.

4.2.4 University shall update the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.5 If required for the performance of Design Professional's services, University shall furnish an accurate land survey of the Project site, giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and floor elevations pertaining to existing buildings, other improvements, and trees; and information in University's possession concerning available service and utility lines, both public and private.

4.2.6 University shall furnish geotechnical data when these data are reasonably deemed necessary by Design Professional, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.

4.2.7 The University shall have the right to require Design Professional and its subconsultants to participate in meetings and provide documents and data (in addition to those required by Basic Services) and to perform Additional Services, pursuant to this Agreement, whether or not such Additional Services are described in the Agreement or the Supplemental Requirements.

4.2.8 The services, information, surveys, reports, and Additional Services required by this Article 4 shall be furnished at University's expense.

ARTICLE 5 - COMPENSATION

University will compensate Design Professional for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement, as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a lump-sum fee in the amount stated in the Compensation Schedule Exhibit, payable upon completion of each Project phase, after the review and approval by University, in accordance with the Compensation Schedule. As an alternative to payment at the completion of each phase, with University's prior approval, monthly

payments based on the percentage of completion may be made, not to exceed the total fee due for each phase.

5.2 COMPENSATION FOR ADDITIONAL SERVICES OR FOR EXTENSION OF CONTRACT TIME

5.2.1 For the Additional Services of Design Professional, as described in Article 3, including the Additional Services of consultants, compensation shall be in accordance with the attached Design Professional Rate Schedule in the Exhibits.

5.2.2 If the Contract Time initially established in the Contract Documents at the time of award is exceeded or extended by a number of days in excess of **60** calendar days through the fault of University or Contractor and through no fault of Design Professional, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate Design Professional for any additional costs reasonably incurred by Design Professional as the result of such delay, provided University has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by University and shall not include Basic Services that would have been performed under this Agreement had the initial Contract Time not been substantially exceeded or extended.

5.2.3 If the Work of the Project is suspended or abandoned for more than **3** consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, Design Professional shall be compensated for all authorized services performed prior to the receipt of written notice from University of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than **3** consecutive months, Design Professional's compensation shall be adjusted as mutually agreed to compensate Design Professional for any additional costs reasonably incurred as the result of the suspension.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, as described in this paragraph 5.3, only actual costs will be reimbursed in accordance with the Reimbursement Schedule in the Exhibits. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by Design Professional and Design Professional's consultants in the interest of the Project.

ARTICLE 6 - PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES



Project Name
Project Number: #
Contract Number: #

6.2.1 Payments for Design Professional's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of Design Professional's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.2.2 Payments related to paragraph 5.2.2 shall be made monthly after presentation of Design Professional's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof unless otherwise agreed by the parties thereto.

ARTICLE 7 - DESIGN PROFESSIONAL'S RECORDS AND FILES

7.1.1 Books and records relating to this Agreement shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). University or University's authorized representative shall have access to, the right to audit and the right to copy pertinent parts of Design Professional and Design Professional's consultants' books and records. Such records shall include but not be limited to accounting records (hard copy, as well as computer readable data); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.

7.1.2 Design Professional and Design Professional's consultants shall make their files available for inspection and copying by University upon reasonable notice.

7.1.3 Design Professional shall include appropriate language in consultant's agreements to enforce the provision of paragraph 7.1.2.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

8.1 DRAWINGS, SPECIFICATIONS, AND PRESENTATION MATERIALS

8.1.1 Drawings and Specifications shall become the property of University, whether or not the Project for which they are made is executed. Design Professional shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference except as provided in paragraph 8.2. Neither University nor Design Professional shall use the Drawings and Specifications as a whole or in substantial part on other projects, but either may reuse details of the Drawings for other projects.

8.1.2 All presentation drawings, slides, and models shall become and remain the property of University.

8.1.3 University may purchase the design of the Project from Design Professional for its then fair market value. If

University purchases the design of the Project, then University may use the Drawings and Specifications as a whole or in substantial part on other projects, and Design Professional may not use the Drawings and Specifications in whole, in part, or details thereof for other projects.

8.2 CONSTRUCTION DOCUMENTS

8.2.1 Design Professional, upon request, shall provide copies of the Construction Documents in the number required by University for bidding and construction purposes; the reproduction expense shall be borne by University. University reserves the right to select the type of document reproduction and to establish where the reproduction will be accomplished.

8.2.2 University may use the Construction Documents, without Design Professional's consent, in connection with the Project, including without limitation, future additions, expansions, renovations, alterations, connections, repairs, information, reference, use, or occupancy.

8.2.3 Except as provided in subparagraphs 8.2.1 and 8.2.2 University will not use the Construction Documents for another project without Design Professional's written consent unless University has purchased the design from Design Professional in accordance with subparagraph 8.1.3.

8.3 INDEMNIFICATION

8.3.1 University will defend, indemnify and save harmless Design Professional, its officers, agents and employees from any costs or claims for damages arising from University's use, on other projects, of the Construction Documents, the Drawings and Specifications, or the designs depicted in them. As used in this Article 8, the use "on other projects" does not include any of the uses specified in subparagraph 8.2.2.

8.3.2 Notwithstanding paragraph 8.3.1, University will not defend, indemnify or save harmless Design Professional, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that University's use of the Construction Documents, the Drawings and Specifications, or the designs depicted in them is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 - DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but no earlier than 30 days, following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties



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shall submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

9.3 ARBITRATION OR LITIGATION

Disputes arising from this Agreement between Design Professional and University which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows

9.3.1 Arbitration with Contractor. If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or University claims that the acts or omissions of Design Professional are involved, in whole or in part, any claim by University against Design Professional arising out of or in connection therewith may be asserted, at the option of University, against Design Professional in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

9.3.2 Litigation with Contractor. If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or University claims that the acts or omissions of Design Professional are involved, in whole or in part, any claim by University against Design Professional arising out of or in connection therewith may be asserted, at the option of University, against Design Professional in the same litigation.

9.3.3 Arbitration without Contractor. Disputes arising from this Agreement between Design Professional and University which cannot be settled through negotiation or mediation, and which are not resolved by arbitration or litigation pursuant to subparagraphs 9.3.1. and 9.3.2 shall be subject to arbitration without Contractor conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid Rules of the AAA:

- .1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.
- .2 University's Representative and/or University's consultants, shall if required by agreement with University, upon demand by University, join in and be bound by the arbitration.
- .3 Concurrent disputes subject to this subparagraph 9.3.3 shall be consolidated into a single arbitration unless the parties otherwise agree in writing.
- .4 No hearing shall be held prior to final completion of the Project unless University and Design Professional otherwise agree in writing.
- .5 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California.

- .6 If total claims are less than \$50,000, AAA expedited procedures as modified by this Article 9 shall apply. If total claims are between \$50,000 and \$100,000 they shall be heard by a single arbitrator who shall be an attorney. If total claims are in excess of \$100,000 and are submitted to arbitration, the controversy shall be heard by a panel of 3 arbitrators, one of which shall be an attorney.
- .7 The AAA shall submit simultaneously to each party to the dispute an identical list of at least 10 names of persons chosen from the National Panel of Commercial Arbitrators, and each party to the dispute shall have 10 days from the date of receipt in which to cross off any names objected to, number the remaining names in order of preference and return the list to AAA. If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 5 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt.

Unless University and Design Professional otherwise agree in writing, the arbitration decision shall be made under and in accordance with the laws of the State of California, supported by substantial evidence. If the total of all claims or cross claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law.

Any arbitration award shall be subject to confirmation, verification or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296.

The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

The University may offset against the outstanding contract balance the amount of the University's own affirmative claims against the Design Professional provided such claims are based upon alleged breaches of this Agreement or alleged failure to conform to the professional standard care set forth in Article 1.2 of this Agreement. The University shall inform the Design Professional in writing of its intention to offset on or before exercising its right to offset under this Agreement. Within three days following receipt of such written notice, the Design Professional may elect to submit the issue of the University's intention to offset to non-binding mediation administered by the AAA. Such mediation shall take place not less than 15 days and not more than 45 days following the date that the University receives notice of Design Professional's election to mediate regarding the University's intention to offset. The University's obligation to pay any outstanding contract balance shall be stayed and tolled until the first business day following the date of



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the mediation concerning the University's intention to offset. If the University decides to exercise its right to offset following mediation regarding the University's intention to offset, notice of such offset shall be given to Design Professional by University in writing. If Design Professional does not demand mediation concerning the University's intention to offset, then the University's notice of its intention to offset shall be deemed notice of the decision to offset by the University. Irrespective of whether Design Professional elects to mediate the issue of the University intention to offset, Design Professional may dispute the University's decision to offset by demanding arbitration or commencing litigation pursuant to the terms of Article 9.

9.4 PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE

9.4.1 Claims for personal injury, wrongful death, or property damage (other than property damage to University) shall not be subject to arbitration under Paragraph 9.3.3.

ARTICLE 10 - INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION

10.1.1 Design Professional shall indemnify, defend, and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Design Professional's other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Design Professional, its officers, agents, employees, subcontractors, consultants, or any person or entity for whom Design Professional is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

10.1.2 The indemnification obligations under this Article 10 shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by University except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.

10.1.3 Design Professional shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost,

expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney's fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use on the Project by Indemnitee of the design or construction documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

10.1.4 Nothing in this Agreement, including the provisions of this Article 10, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

10.2 INSURANCE REQUIREMENTS

Design Professional, at Design Professional's sole cost and expense, shall insure its activities in connection with this Agreement and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under Paragraph 10.2 shall not in any way limit the liability of Design Professional.

10.2.1 Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

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

10.2.2 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired auto-mobles, with a combined single limit of no less than **\$1,000,000** per accident.

10.2.3 Professional Liability Insurance, with limits of **\$1,000,000** per claim and **\$2,000,000** in the aggregate. At the option of the University and in its sole discretion, the University may require Design Professional to purchase project specific professional liability insurance for the Project as a reimbursable cost with the minimum limits.

10.2.4 If the above insurance (subparagraphs 10.2.1-10.2.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation coverage for professional services as called for in this Agreement. Insurance required by subparagraphs 10.2.1-10.2.3 shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with



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a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

10.2.5 Workers' Compensation as required by law in the state in which work is performed and Employer's Liability insurance with coverage and minimum limits as follows:

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

Insurance required by this subparagraph 10.2.5 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University.

10.2.6 Design Professional, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article 10, including the following requirements:

- .1 Design Professional shall have the insurance company complete University's form, Certificate of Insurance in the Exhibits. If Design Professional's insurance company refuses to use the University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with Paragraph 10.2 and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.
- .2 Provide that coverage cannot be canceled without advance written notice to University, in accordance with policy provisions.
- .3 If insurance policies are canceled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Design Professional.
- .4 University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Design Professional in writing, will be included as additional insureds on Design Professional's general liability policy for and relating to the Work to be performed by Design Professional and its consultants. Design Professional's general liability insurance policy shall name University as an additional insured pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be

excess of and non-contributory with this insurance. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.

- .5 The General Liability and the Professional Liability insurance policies shall apply to the negligent acts, or omissions of Design Professional, its officers, agents, employees, and for Design Professional's legal responsibility for the negligent acts or omissions of its consultants and anyone directly or indirectly under the control, supervision, or employ of Design Professional or Design Professional's consultants.

ARTICLE 11 - STATUTORY AND OTHER REQUIREMENTS

11.1 NONDISCRIMINATION

11.1.1 In connection with the performance of the Design Professional pursuant to this Agreement, Design Professional shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Design Professional will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Professional also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Design Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical



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history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

11.2 PREVAILING WAGE RATES

11.2.1 For purposes of the Article, the term subcontractor or consultant shall not include suppliers, manufacturers, or distributors.

11.2.2 Design Professional shall comply and shall ensure that all Subcontractors or Subconsultants comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, and 1775, 1776, 1777.5, and 1777.6 of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

11.2.3 The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Project is to be performed for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of the Agreement. Design Professional shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Design Professional in the execution of the Covered Services hereunder. Design Professional shall cause all subcontracts or consultant agreements to include the provision that all subcontractors or consultants shall pay not less than the prevailing rates to all workers employed by such subcontractor or consultants in the execution of the Covered Services hereunder. Design Professional shall forfeit to University, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Design Professional or any subcontractor or consultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Design Professional's

fee. Design Professional shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

11.3 PAYROLL RECORDS

11.3.1 Design Professional and all subcontractors or consultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Design Professional or subcontractors or consultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Design Professional on the following basis:

- .1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll record shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
- .3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Design Professional or subcontractors or consultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Design Professional awarded the Agreement or performing the Agreement shall not be marked or obliterated.

11.3.2 Design Professional shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Design Professional shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and Design Professional shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements



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of the Paragraph or with the State of California Labor Code Section 1776, Design Professional shall have 10 days in which to comply following receipt of notice specifying in what respects Design Professional must comply. Should noncompliance still be evident after the 10-day period, Design Professional shall forfeit to University, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Design Professional's fee.

11.4 APPRENTICES

11.4.1 Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Design Professional and subcontractors or consultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Design Professional bears responsibility for compliance with this section for all apprenticeable occupations.

11.4.2 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

11.4.3 When Design Professional or subcontractors or consultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Design Professional or subcontractors or consultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Design Professional or subcontractors or consultants under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeymen who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for each 5 hours of journeyman work, except as permitted by law. Design Professional or subcontractors or consultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

11.4.4 "Apprenticeship craft or trade", as used in this Paragraph, shall mean a craft or trade determined as an

apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

11.4.5 If Design Professional or subcontractors or consultants employ journeymen or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, Design Professional and subcontractors or consultants shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Design Professional may include the amount of such contributions in computing its compensation under the Agreement; but if Design Professional fails to do so, it shall not be entitled to any additional compensation therefore from University.

11.4.6 In the event Design Professional willfully fails to comply with this Paragraph 11.4, it will be considered in violation of the requirements of the Agreement.

11.4.7 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Design Professional or subcontractors or consultants of journeyman trainees who may receive on-the-job training to enable them to achieve journeyman status in any craft or trade under standards other than those set forth for apprentices.

11.5 WORK DAY

11.5.1 Design Professional shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Design Professional shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of the Agreement by Design Professional, or any subcontractors or consultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. Design Professional and each subcontractor or consultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

11.6 PATIENT HEALTH INFORMATION

11.6.1 Design Professional acknowledges that its employees, agents, subcontractors, consultants and others

acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Design Professional shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Design Professional will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Design Professional, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Design Professional will report such actions immediately to the University Representative. Design Professional will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Design Professional will report to University Representative within five (5) days after Design Professional gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

ARTICLE 12 - EXTENT OF AGREEMENT

12.1 AUTHORITY OF AGREEMENT

12.1.1 This Agreement represents the entire and integrated agreement between University and Design Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument in the form of the Amendment in the Exhibits signed by both University and Design Professional.

12.2 EXHIBITS

12.2.1 The following exhibits are incorporated and made part of this Agreement:

- .1 Amendment
- .2 Campus Design Guidelines, Campus Signage, Facilities Management System CAD Standards, Facilities Management System Room Numbering Standards, & GIS Data Standards Documentation
- .3 Certificate of Insurance
- .4 Compensation Schedule
- .5 Constructability Analysis / Quality Assurance
- .6 Estimated Project Construction Cost Format
- .7 Final Distribution of Contract Dollars
- .8 Project Program
- .9 Project Schedule
- .10 Proposal
- .11 Rate Schedule
- .12 Regulatory Agencies & Approval Requirements

- .13 Reimbursement Schedule
- .14 Self-Certification
- .15 Supplemental Requirements
- .16 Sustainability Score Sheet (New Construction / Major Renovation OR Renovation)
- .17 University's Bidding Documents, General Conditions & Specifications Division 1, General Requirements
- .18 Value Engineering Program

12.3 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement is intended to make the construction Contractor or any construction Subcontractor (regardless of tier), any employee or agent of the construction Contractor or any Subcontractor or any person, including any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between University and Design Professional.

12.4 SURVIVAL

The provisions of this Agreement which by their nature survive expiration or termination of the Agreement or Final Completion of the Project or the performance of services under this Agreement, including any and all warranties, indemnities, payment obligations, and University's right to audit Design Professional's and Design Professional's consultants' books and records, shall remain in full force and effect after any expiration or termination of the Agreement or Final Completion of the Project or the performance of services under this Agreement.

ARTICLE 13 - FEDERAL AND STATE GRANTS

In the event that a federal or state grant or other federal or state financing is used in the funding of this Project, Design Professional shall permit the funding agency or its designee access to, and grant the funding agency the right to examine, documents covering the services performed under this Agreement. Design Professional shall comply with applicable federal or state agency requirements including, but not limited to, the requirements regarding hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 14 - NOTICES

14.1 UNIVERSITY

14.1.1 Any notice may be served upon University by delivering it, in writing, to University at the address set forth on the last page of this Agreement, or by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to University at the address set forth on the last page of this Agreement, or by sending a facsimile of the notice to University's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

14.2 DESIGN PROFESSIONAL

14.2.1 Any notice may be served upon Design Professional by delivering it, in writing, to Design Professional at the

address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to Design Professional at the address set forth on the last page of this Agreement, or by sending a facsimile of the notice to Design Professional's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon University and Design Professional and their respective successors and assigns. Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due hereunder, may be assigned by Design Professional without the prior written consent and approval of University.

15.1 DESIGN PROFESSIONAL'S DEATH OR INCAPACITATION

15.1.1 If Design Professional transacts business as an individual, upon Design Professional's death or incapacitation, University may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither Design Professional, nor Design Professional's estate shall have any further right to perform hereunder, and University shall pay Design Professional or the estate the compensation payable under Article 5 for any services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by University by reason of this termination.

15.1.2 If there is more than one Design Professional, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, University will make payments to those continuing as though there had been no such death or incapacitation; University will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons named as Design Professional herein if death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 UNIVERSITY-INITIATED TERMINATION

16.1.1 If University determines that Design Professional has failed to perform in accordance with the terms and conditions of this Agreement, University may terminate all or part of the Agreement for cause. This termination shall be effective if Design Professional does not cure its failure to perform within 10 days (or more, if authorized in writing by University) after receipt of a notice of intention to terminate from University specifying the failure in performance. If a termination for cause does occur, University will have the right

to withhold monies otherwise payable to Design Professional until the Project is completed. If University incurs additional costs, expenses, or other damages due to the failure of Design Professional to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to Design Professional upon completion of the Project. If the costs, expenses, or other damages incurred by University exceed the amounts withheld, Design Professional shall be liable to University for the difference.

16.1.2 University may terminate this Agreement for convenience at any time upon written notice to Design Professional, in which case University will pay Design Professional in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to University or in the possession of Design Professional, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

16.2 DESIGN PROFESSIONAL-INITIATED TERMINATION

16.2.1 Design Professional may terminate this Agreement for cause if University fails to cure a material default in performance within a period of 30 days, or such longer period as Design Professional may allow, after receipt from Design Professional of a written termination notice specifying the default in performance. In the event of termination for cause by Design Professional, University will pay Design Professional in accordance with subparagraph 16.1.2.

16.3 DOCUMENTS AND MATERIALS

16.3.1 In the event of Agreement termination by either party for any reason, University reserves the right to receive, and Design Professional shall promptly provide to University, all Drawings, Specifications, models, and other documents, data, and materials prepared or generated by Design Professional and its subconsultants for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 16 shall not derogate from the right of University to receive and use any such documents or materials.

ARTICLE 17 - STATISTICAL REPORTING

At the commencement of performance, Design Professional shall complete and submit, and require each subconsultant who performs services under this Agreement to complete and submit, a certification in the form of the Self-Certification. At the completion of work, Design Professional shall complete and submit a report of the distribution of compensation received under this Agreement in the form of the Final Distribution of Contract Dollars.



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IN WITNESS WHEREOF, UNIVERSITY and DESIGN PROFESSIONAL have executed this Agreement as of the date first written above (see Cover Page).

DESIGN PROFESSIONAL:

(Name of Company)

By: _____
(Signature & Date)

(Print Name & Title)

Address: _____

(License Number)

(Employer ID Number)

Telephone Number(s): _____

Facsimile Number: _____

Recommended:

By: University's Representative

(Signature & Date)

Name
Title
Architects & Engineers

(Print Name & Title)

Funds Sufficient:

By: Financial Administrative Officer

(Signature & Date)

Greg Artman
Director Business Support Services
Facilities Services

(Print Name & Title)

UNIVERSITY:

By: The Regents of the University of California
University of California, Riverside

(Signature & Date)

John A. Casey, P.E., Executive Director
Construction and Project Management
Architects & Engineers

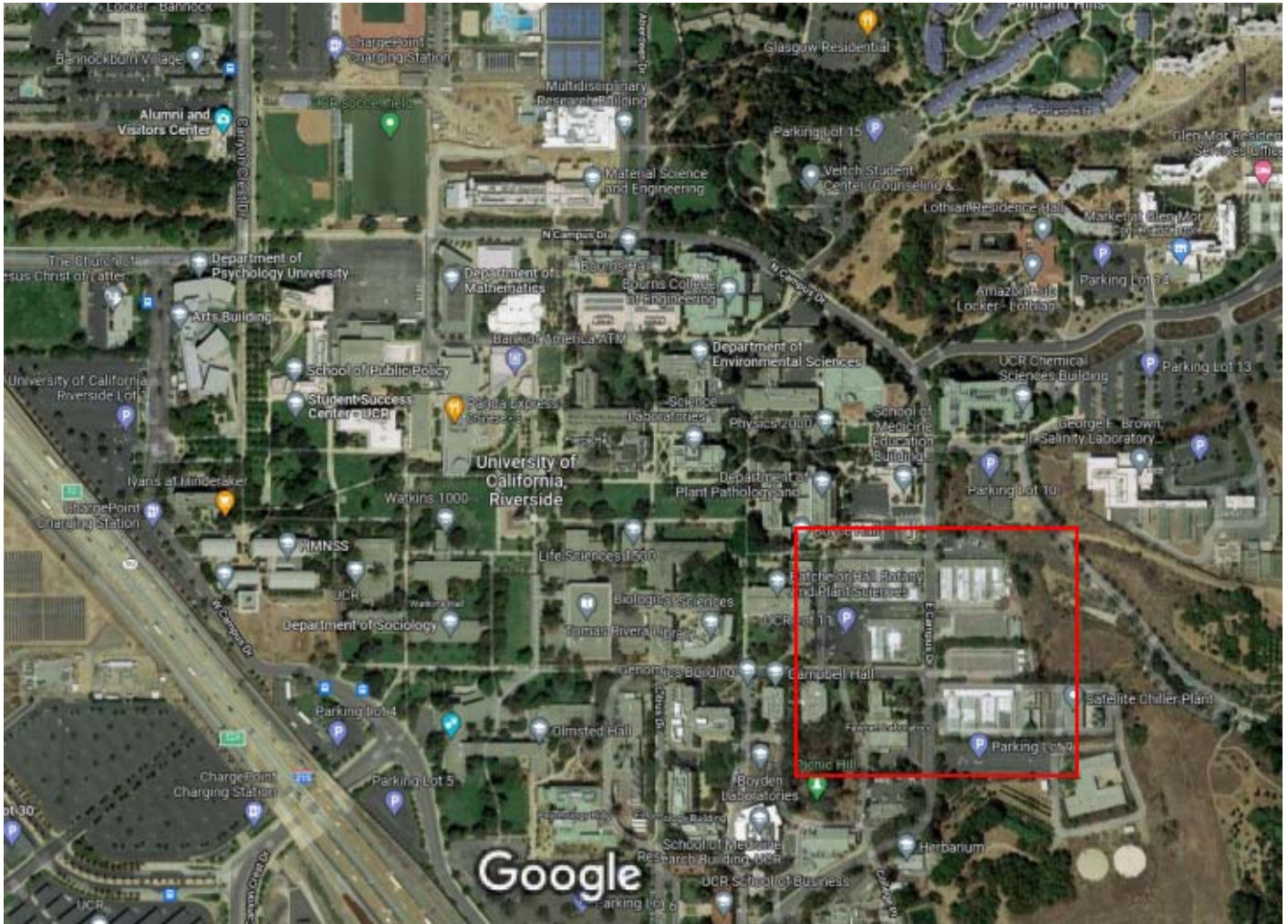
(Print Name & Title)

Address: UCR Capital Programs
Architects & Engineers
1223 University Avenue, Suite 240
Riverside, CA 92521

Telephone Number: 951.827.4064

Facsimile Number: 951.827.3890

ATTACHMENT E



Greenhouses 7-21 Location



Greenhouses 7-21 Layout

ATTACHMENT F