

UNIVERSITY OF CALIFORNIA, RIVERSIDE | REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES FOR 2020 LONG RANGE DEVELOPMENT PLAN

Phase I: Development of the campus' 2020 Long Range Development Plan

Phase II: Preparation of the Environmental Impact Report for the Long Range Development Plan. The University will solicit for, and contract separately for Phase II services

Phase III: Preparation of Physical Design Framework

Project Number: 958098 (Study)

September 28, 2018

Advertisement Date:	October 1 to October 19, 2018
Document Issue Date:	September 28, 2018
Informational Webinar 1	October 9, 2018; 10:00 AM to 10.30 AM Pacific
Informational Webinar 2 (repeat)	October 11, 2018; 1:00 PM to 1.30 PM Pacific
Last day for Questions:	October 12, 2018; 5:00 PM Pacific
Notice of Intent Request due:	October 12, 2018; 12:00 PM Pacific
RFQ Submittal due:	October 19, 2018, 3:00 PM Pacific

TABLE OF CONTENTS

- I. ADVERTISEMENT FOR PROFESSIONAL SERVICES
- II. PROJECT INFORMATION AND REQUIREMENTS
 - A. PROJECT BACKGROUND & DESCRIPTION
 - B. SCOPE OF SERVICES
 - C. CONTRACT REQUIREMENTS
- III. RFQ SUBMITTAL PROCESS
 - A. RFQ SELECTION CRITERIA
 - B. RFQ SCHEDULE
 - C. RFQ SELECTION PROCESS
 - D. RFQ SUBMITTAL FORMAT AND PROCESS
 - E. NEGOTIATION AND AWARD OF CONTRACT

ATTACHMENTS (Appropriate attachments may be recopied as necessary for submittal)

Attachment A: PROFESSIONAL SERVICES AGREEMENT SAMPLE

I. ADVERTISEMENT FOR PROFESSIONAL SERVICES

The University of California, Riverside (UC Riverside) invites the submission of qualifications from prime consultants* to assist in preparing the 2020 Long Range Development Plan (LRDP). The proposed key planning parameters for the 2020 LRDP are to develop a physical planning and land use framework for campus growth to accommodate a projected increases in enrollment. Enrollment projections and planning horizon are currently being discussed by campus leadership and will be available in time for scoping with the selected prime consultant.

The scope of work will include the following tasks, as further detailed in Section IIB of this Request for Qualifications:

- a. LRDP Program Development
- b. Land Use and Open Space Planning
- c. Infrastructure and Utilities Planning
- d. Circulation and Transportation Planning
- e. LRDP Content Coordination and Document Production
- f. Outreach and Facilitation

Work on the LRDP, including necessary pre-studies is projected to begin in November 2018, and substantially completed by the end of Summer 2019 so that work can then begin on the LRDP Environmental Impact Report (LRDP EIR). Final revisions and adjustments to the LRDP, as needed, will be made in late 2020, with the goal of certification of the LRDP EIR, and approval of the LRDP by the Regents of the University of California (UC Regents) by March 2021.

*The university is only expecting the prime consultant to outline a team structure of lead and supporting specialty disciplines that would be needed for the LRDP effort. Ideally the prime consultant should demonstrate expertise in the above referenced items a, b, e and f.

II. PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT BACKGROUND & DESCRIPTION

Long Range Development Plan Role

Within the University of California (UC) system, a LRDP is a comprehensive plan that guides physical campus development such as the location of buildings, open space, circulation, and other land uses. It identifies the physical development needed to achieve academic goals and is an important guidance document for the campus, University, and the general public. The University of California Regents (the Regents), as well as California Code of Regulations, require each campus to have a current LRDP. LRDPs are subject to the provisions of the California Environmental Quality Act (CEQA), the purpose of which is to inform decision makers and the public of the potential environmental effects of a proposed project and identify solutions to mitigate the identified impacts.

The Regents must consider and certify the CEQA document prior to approving an LRDP. The Regents use LRDPs in reviewing capital projects and approving proposals for individual buildings. A current LRDP is a pre-requisite for the campus to avail of the UC Delegated Approval Process to locally approve capital projects up to \$70 million. For continued conformance with California regulations, and to maintain its

Delegated Approval authority, UC Riverside is planning to prepare a new LRDP and LRDP Environmental Impact Report in compliance with CEQA.

UC Riverside Campus

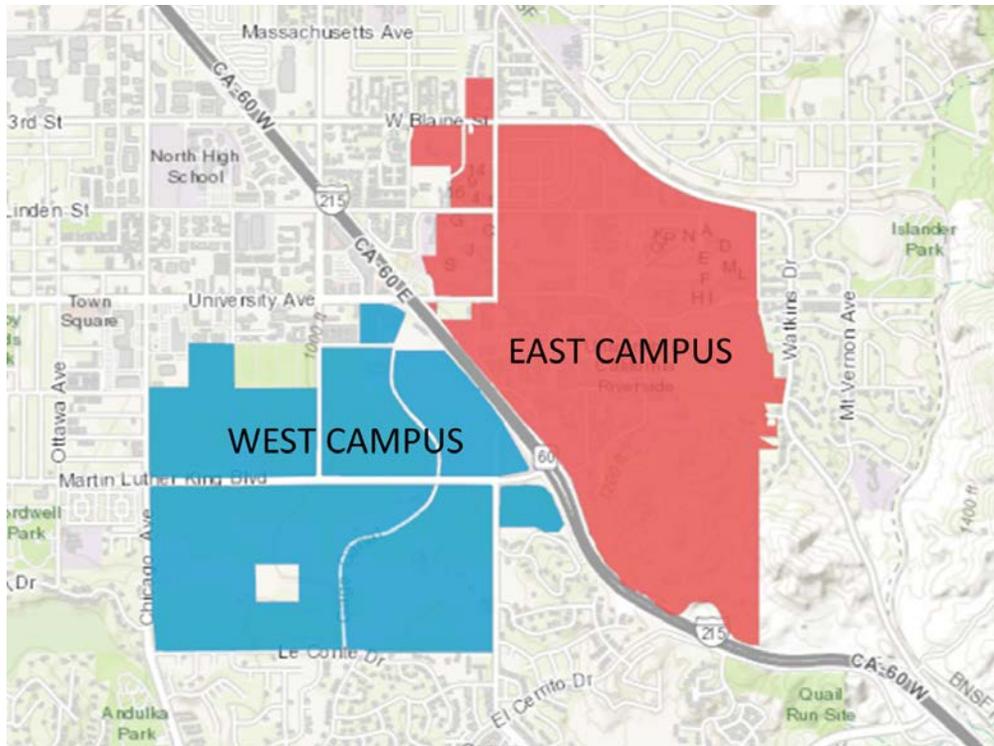
UC Riverside is part of the ten-campus University of California System. The 1,108-acre UC Riverside campus is located three miles east of downtown Riverside and is bisected by the Interstate 215/SR-60 freeway. The two resulting areas of campus are described below:

East Campus: The 604-acre main campus is situated north of the freeway and has historically developed since 1954 to include the academic and research core, housing and the majority of support functions. This area has a well-established pattern of physical development that is not projected to change significantly with future development.

The 2016 Physical Master Plan Study (Master Plan Study) proposes concentrating future campus development on East Campus and strengthening its identity and interface along adjacent community edges. The campus recognizes the synergies and economics of continuing to increase the density of the academic core on East Campus and these land planning principles will continue to be advanced in the new LRDP.

Focusing campus growth on the East Campus differs from the campus' planning framework per the current LRDP which conceptualizes significant campus expansion west of the freeway on West Campus.

West Campus: The 504-acre area west of the freeway is currently utilized for agricultural research and campus support functions, including parking and solar power generation. Although the current LRDP illustrates the potential for campus physical expansion into West Campus, the role of West Campus in supporting UCR's larger institutional goals need to be re-conceptualized with appropriate uses and a physical planning framework that complements the University's primary mission of teaching, research, and public service.



The proposed new LRDP will build on the recently completed Master Plan Study, which is an internal planning study that articulates the physical planning vision for East Campus supportive of the campus' strategic plan – UCR 2020: The Path to Preeminence (UCR 2020)

Enrollment Growth

UC Riverside is working toward its strategic plan to increase its overall enrollment to 25,000 students by 2020. The campus is also cooperating with the State requirements regarding overall California resident undergraduate enrollment, and resident transfer student enrollments.

With these goals in mind, the campus has continued its overall growth trajectory by enrolling just over 23,000 students in Fall 2017, and anticipates an overall enrollment in Fall 2018 of about 24,000 students. The current LRDP in use by the campus was last updated in 2010, and bases its land use assumptions on a projected maximum population of 25,000 students. Since the campus is quickly approaching this enrollment entitlement, it is time to update the LRDP to reflect UC Riverside's current vision regarding enrollment and the physical development necessary to support future enrollment growth.

Additional information/links pertaining to LRDPs and UC Riverside's related planning efforts are included below for your reference:

UC Office of the President website on LRDPs

<http://www.ucop.edu/construction-services/facilities-manual/volume-2/vol-2-chapter-3.html>

UC Riverside's 2016 Physical Master Plan Study

https://cpp.ucr.edu/masterplan_study/

B. SCOPE OF SERVICES

1. UC Riverside's new LRDP needs to build upon and articulate the following goals:
 - Adjust for any critical items as needed to build on the planning vision of the Master Plan Study.
 - Embody the strategic goals outlined in UCR 2020, and align with its proposed update which is projected to run concurrent with the LRDP effort, beginning Fall 2018.
 - Continue to enable the campus to appropriately leverage the best aspects of its existing character, while balancing vital programmatic, physical, capital, and environmental priorities.
 - Articulate how to strategically develop the campus' planning framework to support the campus' broader aesthetic themes of being responsive to its regional context.
 - Continue to focus academic, research, and student life program-based physical expansion within the East Campus planning area boundary, and immediately adjacent to the core campus.
 - Working closely with AgOps leadership, develop a long term vision and land planning strategy for the West Campus area.
 - Support the University of California's system wide sustainability goals and policies.
 - Coordinate the LRDP with the concurrent efforts for the LRDP EIR, and Physical Design Framework, both of which are not part of the requested services for the LRDP.
 - Engender a robust and transparent outreach and engagement process, and communicate complex planning information, and support decision making in a comprehensible manner to a diverse audience that will include campus executive and academic leadership, stakeholders, faculty, students, staff and external constituents including elected officials, local and regional agency representatives, and members of the community.

2. The scope of the LRDP effort will consist of the following efforts:
 - a. **LRDP Program Development**

Using available campus data provided by UCR Institutional Research, including valid and successful elements of the current 2005 LRDP and agreed upon planning methodologies, develop a macro-level model as needed for the LRDP EIR for:

 - Space needs by type, for each college, school and auxiliary unit.
 - Program elements that have a large physical footprint including land-based research, athletics and recreation fields.
 - Ratio of campus owned/controlled housing beds in relation to the LRDP's enrollment model that is needed to support the proposed LRDP enrollment, in increments of 5,000 students. The LRDP Program Development should be reflective of the campus' projected growth characteristics.

 - b. **Land Use and Open Space Planning**

Land Use

Translate the recommendations of the LRDP Program into a land use plan- building on the physical planning framework proposed in the Master Plan Study- to develop land use categories and descriptions with supporting narrative. The framework of the LRDP should:

 - Illustrate the carrying capacity of campus lands at an agreed upon scale of development using appropriate planning metrics.
 - Reflect campus input to designate land uses consistent with the LRDP vision, for those land areas where a current land lease will expire, the current facility at the location is likely to

reach the end of its useful life, or a current debt obligation is removed within the planning horizon of the LRDP.

- Acknowledge the potential for future development on non-UC Riverside-owned land areas that will be complementary to the campus' mission and planning context.
- Incorporate ongoing planning studies and/or projects in different stages of planning or design, or identified in the current 10-Year Capital Financial Plan.

Open Space

Build upon and further enhance the existing framework of open spaces on East Campus as articulated in the current LRDP and Master Plan Study. Key areas of focus will include:

- Organizing new campus development around appropriately scaled campus-scale open spaces.
- Demonstrating how the campus open space framework will strengthen the campus' landscape character and identity within the regional context.
- Include open space planning for West Campus in character with the proposed LRDP land uses, including the potential to connect back to East Campus

c. Infrastructure and Utilities Planning

Extend the analysis and recommendations contained in the Master Plan Study to support the new planning horizon and projected student enrollment threshold, and UC Sustainability Policy for the following systems:

- Electrical distribution: Integrate and expand upon available studies to develop a broad understanding of:
 - the existing distribution system
 - potential needs for improvements/extensions to meet future campus requirements as articulated by the LRDP
 - Energy use intensity reductions, and LRDP mitigation measures for greenhouse gas reduction (GHG)**.
- Chilled water generation and distribution: Develop a broad understanding of the existing systems and future needs to meet the requirements of the future campus development as articulated by the LRDP.
- Steam generation and distribution: Develop a broad understanding of:
 - Existing systems
 - Relevance to future campus development in light of system efficiencies, and LRDP EIR mitigation measures for greenhouse gas reduction.
- Natural gas supply and distribution: Develop a broad understanding of the existing systems and relevance to provide a recommended strategy in relation to future campus development in light of system efficiencies, and LRDP EIR mitigation measures for greenhouse gas reduction.
- Renewable energy systems: Integrate and expand upon available studies to develop a broad understanding of existing/future sources of renewable energy, and for LRDP EIR mitigation measures for greenhouse gas reduction.
- Potable water supply and distribution: Develop a broad understanding of the existing distribution system and future needs to meet the requirements of the campus development as articulated by the LRDP.

- Non-potable water: Develop a broad understanding of existing/future sources of non-potable water and associated distribution systems to support the reduction of potable water use for landscape irrigation.
- Irrigation water: Integrate and expand upon available studies to develop a broad understanding of the existing distribution system, potential needs for improvements/extensions to meet the requirements of the campus' land based research activities as articulated by the LRDP.
- Sanitary sewer infrastructure: Develop a broad understanding of the existing distribution system, potential needs for improvements/extensions to meet the requirements of the campus development as articulated by the LRDP.
- Storm water management infrastructure: Prepare a high-level Storm Water Management Plan to account for the additional runoff from the projected new development as required to meet current State and Federal regulations such that developable campus lands are minimally impacted, and illustrate planning and design strategies to restore, enhance and maintain hydrological function on campus and within the regional hydrological system.

**UC campuses must elect to prepare either a qualified GHG Reduction Plan pursuant to CEQA Guidelines Section 15183.5 subsection (b) OR a programmatic analysis per subsection (a). The UC San Francisco 2014 LRDP EIR included a qualified GHG Reduction "Strategy" pursuant to subsection (b), which effectively incorporated relevant strategies/policies from their CAP.

d. Circulation and Transportation Planning

Assess existing conditions, and based on proposed LRDP land use plan:

- Update the campus' circulation framework to consider campus entry points (existing and future), framework for campus loop roads, internal campus access and degrees of access, and distribution of parking (existing and future).
- Consider emerging multi-modal trends in transportation and include recommendations on how the campus should respond to those in its long range planning, including but not limited to Transportation Network Companies (TNCs); note that TNCs will need to be factored into the traffic analysis in the LRDP EIR.
- Review, document, and further develop current Transportation Demand Management (TDM) and Parking Management Plan, as it relates to mitigation measures in the LRDP EIR, within the context of changeover in methodology from Level-of-service (LOS) to Vehicle Miles Traveled (VMT) to:
 - Ensure alignment with UC Sustainable Practices Policy
 - Project effects on parking demand and vehicle trips on campus
 - Inform the future development of an Integrated Transportation Plan for the campus (not part of the requested services for the LRDP).
 - Inform the development of an Accessibility Plan that defines quantity and placement of accessible parking spaces for compliance with Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations requirements (not part of the requested services for the LRDP).
- Review and adjust previous parking ratios for residential, commuter, employees, and visitor based on current and planned parking utilization.

- Integrate planning for improved access to local and regional mass transit, including heavy rail, light rail, bus rapid transit, and other emerging modes
- Integrate recommendations from related parking and transportation related studies including the Bicycle Master Plan Study.
- Coordinate circulation system and transportation plans with the development of mitigation measures in the LRDP EIR that specifically address reduction in VMT attributed to the campus.

e. LRDP Document Content Coordination and Production

Produce the LRDP document in draft and final forms for review, revisions and approval by UC Riverside, and provide content for UC Riverside led presentations of the LRDP to different audiences, both internal and external, and for the LRDP website and social media postings.

Standards for Electronic Deliverables

All reports, maps, plans and graphics will be provided in PDF format as well as their original format such as the AutoCAD (version in use at UCR), Adobe Photoshop (.PSD), Adobe Illustrator (.AI), etc., with all layers and links intact. All site plans will be aligned with the campus coordinate system and be provided in a format that can easily be incorporated into the Campus Geographic Information System (GIS).

f. Outreach and Facilitation

Preparation of the LRDP requires a high level of strategic engagement with the campus executive leadership, campus stakeholders, campus community, the surrounding neighborhoods, the City of Riverside and local and regional agencies. There was significant outreach for the Master Plan Study that will inform the LRDP engagement process.

Collaboration with planning committees, public, staff, and other campus constituents in order to realize a viable plan that is supported by the campus and the UC Regents is critical. To this end, the selected consultant team should have demonstrated expertise in facilitating planning meetings for large higher education institutions with town and gown considerations. UCR anticipates using the web and social media platforms to continually disseminate information about the LRDP and solicit input from the larger body of both campus and community constituents, for which the consultant team can expect to be asked to provide content.

C. CONTRACT REQUIREMENTS

1. All services to be provided by the consultant shall be in accordance with the issued University Contract Documents, Professional Services Agreement (PSA) and/or Executive Design Professional Services Agreement (EDPA)- whichever is applicable at the time services are rendered.
 - a. Note any exceptions to the attached agreements (IE; 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.
2. University requires evidence of insurance coverage: general 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>Minimum Requirement</u>
<u>Commercial Form General Liability Insurance* - Limits of Liability</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>	
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>	
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.

3. 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 LRDP. Project teams that exhibit strong campus planning skills and has demonstrated experience with comparable projects at large higher education institutions are desired. Major considerations in the team/firm selection will be based upon the following criteria:

- Experience of the firm/proposed team in the higher education environment

- Expertise in Space Planning
- National expertise in campus planning for large higher education institutions
- National/international expertise in strategizing for carbon neutrality
- Ability to effectively use the internet and social media platforms to communicate the planning process
- Experience of the individual team members
- Management plan and approach to quality control
- References

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.

The complete request for qualifications (RFQ) packet will be available at

<http://pdc.ucr.edu/business/consultants.html> on **Monday, October 1, 2018, at 10:00 AM.**

Questions may be addressed by email to lrqp@ucr.edu with the subject line **UC Riverside LRDP RFQ Question**. The last day questions will be received will be **October 12, 2018, 5:00 PM.**

RFQ Qualification Submittals must be received on or before 3:00 PM, on October 19, 2018, as detailed in Section III.D: Submittal Process.

C. RFQ SELECTION PROCESS

The selection process will proceed as follows:

1. Entities are required 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 lrqp@ucr.edu as detailed in **Section III.D: Submittal Process.**
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 according to the criteria provided in the RFQ Questionnaire & Submittal Form (Attachment A).
4. The Screening Committee shall recommend no fewer than three (3) of the firms, order of rank to the Vice Chancellor Planning and Budget. 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.
5. The University will notify the short-listed firms that they have been selected for a Presentation/Interview with the University's Selection Committee. Notice shall be in writing, and will include the time and date for the presentation/interview (currently anticipated for November, 2018) and description of further requirements related to the interview. Firms should be prepared to discuss their planning approach and work plan. At its sole discretion, the University may request a second interview with one or more firms prior to prime consultant selection.
6. 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 AND PROCESS

Submittal Format

UC Riverside is looking for a creative, responsive, and best qualified prime consultant that will collaborate with the University to successfully complete the LRDP. Proposals should be concise and contain a cover

letter that highlights the firm and/or team's unique qualifications, and the primary point of contact name, telephone number and direct e-mail address.

In order to be considered complete, proposals should be organized per the sections listed below in sequential order with adequate supporting materials as necessary for UC Riverside to make an informed selection:

1. Introduction: Describe the composition of the team assigned to the project, the members' experience working together, and how this will contribute to a successful project. Explain the firm/team's unique qualifications for the proposed new LRDP.
2. Approach: Describe the approach that will be used to complete the LRDP within the identified timeframe, specific challenges associated with the project, and how these challenges will be addressed. Summarize the methodology that will be used and how the process was successfully utilized on similar projects. Outline an anticipated work plan and schedule that illustrates how the project will be completed within the identified timeframe.
3. Statement of Qualifications/Team Description and Relevant Professional Experience: Provide names, educational background, professional registrations, experience and proposed role for each team member. Describe and furnish a project team organization chart. The team project manager shall be clearly identified and must be available for the team interview, if shortlisted. Team members described must be only those assigned to work on the project.
4. Project Experience: List comparable projects in reverse chronological order in which team members were involved. Identify the team member involved and their role with each project. Indicate clearly whether the project was completed by the firm or the by a team member when employed in another firm. Additional consideration may be given to proposed team members and firms that have successfully worked together on previous projects.
5. Illustrative Materials: Provide project pages that illustrate the team's capabilities with similar planning projects. Include a brief project narrative that describes the project, highlights unique features, and identifies proposed or actual completion date. Such materials should be limited to projects referenced in other sections.
6. References: Provide names, addresses, email addresses and telephone numbers of previous clients who may evaluate referenced work.

Submittal Process

Submittal Format (Electronic; maximum of 30 pages of content excluding UCR required forms, cover letter, tabs/divider pages)

UCR requires that the proposal materials be submitted ONLY electronically in Adobe PDF format (file size not to exceed 100 Mb.), and transmitted ONLY in the manner described below. All interested applicants are REQUIRED to inform UCR Contracts Administration no later than October 12, 2018 by sending an email to lrpd@ucr.edu and nelly.zaki@ucr.edu with the subject line **UC Riverside LRDP RFQ** indicating their interest in responding to this RFP and providing a valid email address for receiving RFP related updates and confirmation of receipt of proposal submitted ("**Email Address for Notices**").

When applicants submit their **Email Address for Notices**, they shall, in the same email, also indicate the name of the person to whom the **Email Address for Notices** belongs, the name of the company or other entity with which that person is affiliated, that person's title, position or office with that company or entity, and a valid business phone number for that person, and an alternate contact person for applicant

with a valid phone number for that alternate contact person. By furnishing the **Email Address for Notices**, each applicant thereby agrees to receive RFP related updates and notices via email, at the **Email Address for Notices** provided by that applicant.

UC Riverside will provide each interested applicants detailed instructions for uploading their proposal. Interested applicants **MUST** submit their proposals by uploading them per the instructions. No emailed or faxed proposals will be accepted.

E. NEGOTIATION AND AWARD OF CONTRACT

The negotiation and award of contract will proceed in the following manner:

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 prime consultant shall execute an Agreement. The University shall tender the final form of Agreement to the prime consultant with 45 calendar days of the conclusion of negotiations, unless the University notifies the prime consultant otherwise.
7. If the selected prime consultant 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.

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 Architects & Engineers; Capital Finance
 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 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 every 5 hours of journeyman 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 journeymen 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 journeymen 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 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. 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 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.

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

SAMPLE

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
 Architects & Engineers

 (Print Name & Title)

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 Project Management
 Architects & Engineers

 (Print Name & Title)

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

Telephone Number: 951.827.4724

Facsimile Number: 951.827.4556

Account No.: _____

Activity Code: _____

Fund: _____

Function: _____

Cost Center: _____

Project Code: _____