

University of California, Riverside

Request for Master Architect/Design Professional Qualifications

FOR

UNDERGRADUATE TEACHING AND LEARNING FACILITY

Project Number: 950587
Contract No.: 950587-PSA-2020-96

April 6, 2020

| | |
|-------------------------|--------------------------------|
| Advertisement Date: | April 6, 2020 – April 17, 2020 |
| Document Issue Date: | April 6, 2020, 3:00 PM |
| Notice of Intent by: | April 15, 2020, 5:00 PM |
| Last day for Questions: | April 15, 2020, 3:00 PM |
| RFQ Submittal Due by: | May 8, 2020, 2:00 PM |

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<http://www.ucop.edu/construction-services/facilities-manual/contract-templates-design/master-architect-agreement-for-design-build-delivery.html>

I. ADVERTISEMENT FOR SERVICES

The University of California, Riverside (UCR) requests that Architects submit written Statements of Qualifications for providing master architect/design professional services for the following proposed project:

Undergraduate Teaching & Learning Facility (UTLF)

Project No: 950587

Anticipated Construction Cost: Approximately \$75,000,000

The University of California, Riverside, will select a Design Professional to be the University's Master Architect for the Undergraduate Teaching & Learning Facility (UTLF), which will be delivered via the Design-Build delivery method. Master Architect will assist in preparing a Detailed Project Program (DPP) and Basis of Design (BOD). The University will initiate a multi-phase contract to complete the DPP as Phase 1 with the option to enter into Phase 2 for preparation of the BOD.

The selected entity must be able to start work immediately.

Upon identification of the first ranked firm, the University will commence negotiations with the selected firm for the full scope of services and will assign the University of California's Professional Services Agreement (PSA) which may be issued based on successive authorizations depending on phasing and scope.

The Design Professional selected under this Advertisement will not be the Executive Architect for the project; the Executive Architect will be the Design-Builder. The Design Professional selected under this Advertisement and its subconsultants, *will not* be eligible to participate on a team in the subsequent Design-Build selection (competition) phase.

The complete RFQ packet will be available (in electronic format only) beginning **Monday, April 6, 2020 at 3:00 PM**. To receive a copy of the RFQ Documents, email the RFQ Administrator listed below:

Betty Osuna
UCR Contracts Administration
Email: betty.osuna@ucr.edu

Or you may visit: <http://pdc.ucr.edu/business/consultants.html>

It would be highly appreciated, but is not mandatory, if interested firms would provide notification of their interest to submit Qualification Documents for this project to the RFQ Administrator via email, by **5:00 PM, Wednesday, April 15, 2020**. This will allow the University to ensure that interested parties receive all relevant communications.

II. PROJECT INFORMATION AND REQUIREMENTS

A. CAMPUS OVERVIEW

UCR is situated on nearly 1,200 acres located three miles east of downtown Riverside. It is in the heart of the "Inland Empire," 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 and graduate degree programs are offered by the College of Humanities, Arts, and Social Sciences; the College of Natural and Agricultural Sciences; the Bourns College of Engineering; the School of Business Administration; the Graduate School of Education; and the Division of Biomedical Sciences. In 2008 two additional academic programs were approved, the School of Medicine, and the Graduate Program in Public Policy. Enrollment growth at the Riverside Campus has been significant and continued growth is expected. As of October 2019 UC Riverside enrollment is 25,548 students which is comprised of 22,055 undergraduate and 3,493 graduate students.

B. PROJECT DESCRIPTION

The Undergraduate Teaching and Learning Facility project will construct an approximately 85,000 gross-square-foot building to provide UC Riverside with critically needed classroom, class laboratory, and studio space to allow campus to serve current and future undergraduate students. UCR has seen a 120% growth in enrollment over the past 20 years, and 76% over the past decade, and the undergraduate class is approximately 96% resident students. Construction of a new facility would significantly improve the campus inventory of classroom, class laboratory, and studio space, addressing the estimated shortfall of 4,450 instructional seats.

C. PROJECT LOCATION

Multiple potential sites for the UTLF are currently under consideration.

D. SCOPE OF SERVICES

The University's goal is to optimize the value received – in terms of capacity, capability and quality – from a fixed maximum investment of fiscal resources, as a result of the Design-Build process.

The University intends to award a Professional Services Agreement (PSA) for phased services. Phase 1 will include the development of the Detailed Project Program (DPP) to include written documentation that illustrates and justifies the space requirements. Phase 2, to be authorized separately, will include the development of the Basis of Design, to consist of Design Criteria and Technical Criteria. Master Architect' Design Professional's scope of services should address this approach.

Phase 1: Develop a functional program in support of the University's instructional mission and current space needs, applying forward-thinking technology, standards, and best practices as related to current pedagogical trends and responsive to the University's anticipated budget for the project. Phase 1 scope should include the following:

1. **Mobilization / Data Collection:** Review schedule and deliverables with the project management team. Compile existing programmatic and campus information that is necessary to complete the identified scope of services using surveys, interviews, and other applicable techniques.

2. **Space Program and Room Requirements:** Analyze campus instructional space utilization to inform program development. Develop room size standards and planning modules, and furnish a space inventory by room with total assignable square footage suitable for inclusion in Basis of Design. Identify building gross square footage.
3. **Room Data Sheets/Conceptual Room layouts:** Generate room data sheets and conceptual room layouts for each repetitive and minor unique room type. Specific room and building system requirements will be presented that address user needs (e.g. convenience, privacy, safety, security, and communications) and physical environmental factors (e.g. comfort, lighting, materials, finishes, building systems, and furnishings.)
4. **Cost Estimate:** Provide an estimate of probable costs based on conceptual program.
5. **Site feasibility:** at the direction of the University, the selected design team will prepare a feasibility study for identified potential sites. The feasibility study shall include an analysis of all relevant factors for determining the likelihood of successful completion of the project. The study shall include but not be limited to: site access, access to utilities and available capacities, site attributes, including topography, views, exposure, susceptibility to erosion, susceptibility to flooding, climate, and overall suitability for construction of the proposed project and phasing.
6. **Final DPP Report:** Generate DPP Report that clearly communicates the Program utilizing graphic, quantitative and written descriptions

Phase 2 Basis of Design (BoD) scope should include the following:

7. **Design and technical performance criteria:** Develop performance standards for each building system component, including basic structural elements, HVAC, lighting and electrical, telephone/data communications, fixed and/or moveable equipment, and finishes as appropriate. Sustainable design principles will be considered while developing building system criteria. Performance standards must be in accordance with UCR specifications. Design and technical performance criteria must responsive to the University's program and budget for the project.
8. Develop parameters to optimize building configurations and site relationships.
9. Develop conceptual design 'test-fit' options responsive to the programmatic, design, and technical goals (development of these options is intended solely for identification of key parameters to be incorporated in the Design & Technical Performance criteria).
10. Generate Basis of Design (BoD) Documents that clearly communicate Program, Design and Technical Performance criteria utilizing graphic, quantitative and written descriptions.
11. Develop and incorporate into the BoD Documents a structured system for verification of

design & technical parameters throughout the Design-Build design documentation and construction phases

12. Provide support throughout the Design-Build procurement (competition) process, including responding to questions during the process, and review and evaluation of the Design-Build submittals.
13. Provide peer review services throughout the Design-Build process, within a scope to be determined by the University.

The proposed Project Budget is \$100,000,000, with a Total Construction cost estimated at approximately \$75,000,000 with a target building area of approximately 85,000 GSF.

E. SCHEDULE

Work is anticipated to proceed according to the following schedule:

- Consultant selection: 4 weeks
- Program Definition and Criteria Development: 12 weeks

F. CONTRACT REQUIREMENTS

1. All services to be provided by the selected Design Professional shall be in accordance with the issued University Contract Documents. University Standard Form of Professional Services Agreement (PSA).
 - a. The University cannot entertain requests to substantively alter the provisions of the respective Agreements with respect to insurance requirements, liability or indemnification.
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>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 |
| Personal and Advertising Injury | \$1,000,000 |
| 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 |

| | Minimum Requirement |
|--|--|
| <u>Workers' Compensation and Employer's Liability**</u> | |
| Workers' Compensation: | (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 | <u>Minimum Requirement</u> \$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 and with the Design-Build delivery method. 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:

- Demonstrated firm and staff experience in the planning, programming, and design of contemporary new construction higher education facilities
- Demonstrated firm and staff experience in site planning and analysis, and university campus design
- Demonstrated experience designing and delivering instructional laboratories and related support spaces, as well as dance and music studio spaces, including use of best practices, industry standards, and innovation

- Demonstrated experience with the Design-Build process and with development of Building Programming documents
- Proven capabilities for providing creative design solutions. Firms are asked to submit appropriate graphic material supporting design creativity and excellence, particularly as applied to Programming Documents
- Proven capability for providing creative and innovative design criteria and strategies for optimizing the Design-Build competitive selection process that results in Design-Builder proposals that exceed the base program requirements.
- Demonstrated experience with higher education or institutional clients relating to communication and approval processes including but not limited to building committees, project management teams, Design Review, University of California administrative policies and approvals, etc.
- Experience creating and managing a work plan within defined time constraints.
- Proven technical, cost and schedule management capabilities, including experience with Target Value Design. Experience with the State Fire Marshal and Division of the State Architect, particularly for University projects within the State of California.
- Qualifications of the Principals and Project Team Members, including the proposed definition of the primary responsibility of each role.
- Proximity to the Riverside campus – it is preferred that the Design Professional for the project be provided primarily by an office within 100 miles of the UC Riverside campus.

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> on **Monday, April 6, 2020 at 3:00 PM.**
2. Questions may be addressed by email to Betty Osuna at betty.osuna@ucr.edu. The last day to receive questions will be **Wednesday, April 15, 2020 at 5:00 PM.**

Attention: Betty Osuna
UCR Contracts Administration
UNIVERSITY OF CALIFORNIA, RIVERSIDE
Email: betty.osuna@ucr.edu

3. **RFQ Qualification Submittals must be received on or before 2:00 PM, on Friday, May 1, 2020.**

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 mailed or faxed proposals will be accepted.

LATE SUBMISSIONS WILL NOT BE ACCEPTED.

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.

C. RFQ SELECTION PROCESS

The selection process will proceed as follows:

1. 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).
2. The Screening Committee will prepare a ranking of the firms, having applied the criteria shown in Attachment B., The Screening Committee shall recommend no fewer than three (3) of the firms, order of rank to the Associate Vice Chancellor / Campus Architect for review.
3. Having consulted as necessary with the members of the Screening Committee, the AVC-Campus Architect will approve a list of no fewer than three (3) firms (the "short list") that will be advanced in the selection process. The AVC-Campus Architect will disclose to all participating firms the identity of short-listed firms.
4. 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 the week of May 25, 2020) and description of further requirements related to the interview. Firms should be prepared to discuss their project approach and work plan.

The University may request that firms include selected sub consultants in this interview. At its sole discretion, the University may request a second interview with one or more firms prior to Design Professional selection.

5. If the University receives submissions from fewer than three qualified firms, the University may select from the available qualified firms.

D. RFQ SUBMITTAL FORMAT – Please do not include a price proposal or hourly rate sheet

SUBMITTAL FORMAT One (1) electronic copy (80 pages maximum length-excluding University required forms, and section dividers) Electronic submission shall be pdf indexed by section and labeled accordingly.

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) Number of employees (aggregate of all office locations).
- 3) 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.
 - d) Designated Programmer/Planner
- 4) 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) 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.
- 3) Describe the Team's, or Team members', experience in working on comparable projects. the project
- 4) Provide a matrix that identifies the team members experience in working together on projects.
- 5) 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.

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

- 1) Describe a minimum of four (4) projects comparable to the UTLF - state of the art instructional facilities - in which the firm has had a leading design role (as either Architect of Record or Master Architect);
 - a) For each of the projects cited under item 1) above, provide no more than four (4) pages containing the following information: brief project description, including owner, location and dates of engagement;
 - b) No more than two (2) photographs or diagrams e.g. plans, conveying features relevant to the requirements of UTLF, as described herein;
- 2) Work scope, including services and deliverables.
- 3) Work product examples demonstrating design responses and graphic abilities, particularly as relevant to the preparation of Building Programming Documents;
- 4) Key personnel assigned to the project;
- 5) Construction Contract sum.
- 6) Start and completion construction dates.

Section 4: Project Understanding (30 points possible).

- 1) Understanding of Master Architect'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 Master Architect shall execute an Agreement. The University shall tender the final form of Agreement to the Master Architect with 45 calendar days of the conclusion of negotiations, unless the University notifies the Master Architect otherwise.
7. If the selected Master 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.

SUBMIT ONE (1) ELECTRONIC FILE NO LATER THAN THE RFQ DEADLINE.

SURVEY (Information Only)

1. How did you hear about this RFQ?

Press Enterprise

UCR Website

Other: _____

2. INSURER (Pass/Fail Section) Failure to provide the required information or check boxes marked as “Pass” will result in the rejection of submitting entity from this Qualification.

Prospective firm shall obtain and submit the Insurance Declaration in the form shown below, or submit a sample certificate of insurance form from its insurer, or submit a letter that declares the same as the Insurance Declaration, signed by an authorized representative of its insurer on the representative’s or insurer’s letterhead. (If more than one insurer or insurance representative, submit a completed form or sample certificate of insurance form or letter for each).

2.1 Is the firm able to obtain insurance in the following limits for the required coverages?

YES (PASS)

NO (FAIL)

| | |
|---|--|
| <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 | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| 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> | <u>Minimum Requirement</u> |
| Workers' Compensation: | (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.

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 3.A. of this RFQ/RFP 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)

3. EXPERIENCE SUBMITTAL (100 points possible. 75 points needed to pass.)

3.1 Prospective firm shall submit the following information in the specified order:

3.1.1 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) Number of employees (aggregate of all office locations).
- 3) 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.
 - d) Designated Programmer/Planner
- 4) 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.

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

- 1) Team Organization Chart.
- 2) 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.
- 3) Describe the Team's, or Team members', experience in working on comparable projects. the project
- 4) Provide a matrix that identifies the team members experience in working together on projects.
- 5) 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.

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

- 1) Describe a minimum of four (4) projects comparable to the UTLF - state of the art instructional facilities - in which the firm has had a leading design role (as either Architect of Record or Master Architect);
 - a) For each of the projects cited under item 1) above, provide no more than four (4) pages containing the following information: brief project description, including owner, location and dates of engagement;
 - b) No more than two (2) photographs or diagrams e.g. plans, conveying features relevant to the requirements of UTLF, as described herein;
- 2) Work scope, including services and deliverables.
- 3) Work product examples demonstrating design responses and graphic abilities, particularly as relevant to the preparation of Building Programming Documents;
- 4) Key personnel assigned to the project;
- 5) Construction Contract sum.
- 6) Start and completion construction dates.

3.1.4 Section 4: Project Understanding (30 points possible).

- 1) Understanding of Master Architect'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.

- 3.2 **NOTE THAT PROJECT REFERENCES WILL BE CONTACTED FOR VERIFICATION OF THE INFORMATION REPORTED. IN CASE OF CONFLICT BETWEEN THE INFORMATION REPORTED BY THE PROSPECTIVE FIRM AND THE INFORMATION PROVIDED BY THE REFERENCE, THE INFORMATION PROVIDED BY REFERENCE SHALL TAKE PRECEDENCE AND AMBIGUITIES SHALL BE RESOLVED AGAINST THE PROSPECTIVE FIRM.**
- 3.3 **An entity wishing to use a predecessor business to satisfy experience requirements must demonstrate with written information submitted with this RFQ/RFP Qualification Submittal that it is substantially the same organization (in terms of who is managing the firm) as the predecessor business.**
- 3.4 **By signing the Declaration of this Qualification Submittal, you agree that each individual Team member named your Team Organization Chart is subject to the University's approval, and may be replaced at University's request at any time. Any individual approved by the University cannot be replaced later without University's prior written consent.**

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

QUALIFICATION SUBMITTAL EVALUATION
 For
DESIGN PROFESSIONAL
 FOR THE
UNDERGRADUATE TEACHING AND LEARNING FACILITY
 PROJECT NO. 950587
 UNIVERSITY OF CALIFORNIA, RIVERSIDE
 (April 6, 2020)

(FORM TO BE COMPLETED BY UNIVERSITY)

COMPANY NAME: _____

| | |
|---|--|
| <p>1. SURVEY (Information Only)</p> | |
| <p>2. INSURANCE Complied with University's insurance requirements. (Pass/Fail)</p> | <p><input type="checkbox"/> Yes - Pass <input type="checkbox"/> No - Fail</p> |
| <p>3. SUBMITTAL (100 points possible. 75 points to pass.)</p> <p><u>Section 1: Cover Letter (10 points possible).</u> The Cover Letter should introduce the Design Professional team and provide a brief history of the firm, including:</p> <ol style="list-style-type: none"> 1) Number of years in business as the current entity or its legally-recognized predecessor. 2) Number of employees (aggregate of all office locations). 3) The individuals proposed to fill the following roles, at a minimum: <ol style="list-style-type: none"> 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. d) Designated Programmer/Planner 4) 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. | |
| <p><u>Section 2: Project Team and Qualifications (30 points possible).</u></p> <ol style="list-style-type: none"> 1) Team Organization Chart. 2) 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. 3) Describe the Team's, or Team members', experience in working on comparable projects. the project 4) Provide a matrix that identifies the team members experience in working together on projects. 5) 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. | |

| | |
|--|---|
| <p><u>Section 3: Describe relevant project experience (30 points possible).</u></p> <ol style="list-style-type: none"> 1) Describe a minimum of four (4) projects comparable to the UTLF - state of the art instructional facilities - in which the firm has had a leading design role (as either Architect of Record or Master Architect); <ol style="list-style-type: none"> a) For each of the projects cited under item 1) above, provide no more than four (4) pages containing the following information: brief project description, including owner, location and dates of engagement; b) No more than two (2) photographs or diagrams e.g. plans, conveying features relevant to the requirements of UTLF, as described herein; 2) Work scope, including services and deliverables. 3) Work product examples demonstrating design responses and graphic abilities, particularly as relevant to the preparation of Building Programming Documents; 4) Key personnel assigned to the project; 5) Construction Contract sum. 6) Start and completion construction dates. | |
| <p><u>Section 4: Project Understanding (30 points possible).</u></p> <ol style="list-style-type: none"> 1) Understanding of Master Architect'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. | |
| <p>4. DECLARATION Completed, signed and dated. (Pass/Fail)</p> | <input type="checkbox"/> Yes - Pass <input type="checkbox"/> No - Fail |
| <p>RANK:</p> | |

Evaluation Completed By:

Reviewed By:

 (Signature & Date)

 (Signature & Date)

 (Printed Name)

 (Printed Name)

 (Title)

 (Title)

UNIVERSITY OF CALIFORNIA CONSULTANT EXPERIENCE FORM

Complete this form if your firm has worked on a UC Campus in the last 5 years, or check this box to confirm that this is not applicable.

Have not worked at a UC Campus in the last 5 years.

| Firm's Role e.g. Architect, Geotechnical Consultant, etc. | Active UC projects - campus/project (list all for your firm) | Claims* or litigation (Yes** or No) | All UC projects within last 5 years - campus/project (list all for each firm) | Claims* or Litigation? (Yes** or No) | All other projects with any claims* - active & past 5 years (list all for each firm) |
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The information provided on this experience form was prepared by the office of the prime consultant listed above, who verifies under penalty of perjury that all information set forth on this form, to the best of my knowledge, is complete and accurate as of the date of submission of the Statement of Qualifications.

Attach additional pages if necessary for any category

Signature _____

* Claims includes all Claims includes all pending, unresolved claims of professional negligence or breach of contract for professional services against your firm or any owner or principal of your firm.

Name _____

Title _____ Date _____

**** If yes, explain**

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 VIIIA. 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: _____