



# Request for Qualifications for Inspection Services

For the UC Merced 2020 Project

Project Number RFQ-FY2016-44 UCM1222SS

University of California, Merced  
December 2015

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# Advertisement for Inspections Services for 2020 Project

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UCM requests a written response to the Request for Qualifications (RFQ) for consideration in selecting a consultant for to provide inspections services for the project listed below. The University reserves the right to award all services to one consultant, or award services separately to consultants.

## **UCM Inspection Services for 2020 Project Project # RFQ-FY2016-44 UCM1222SS**

UC Merced is seeking qualified on-site plan review and inspection services for code compliance with the adopted regulations and laws of California, including but not limited to Title 24, Title 19, applicable NFPA standards, and Project 2020 Technical Requirements. Services will include full time and on-call resources that are expected to perform work as needed for the duration of the 2020 Project under the direction of the Designated Campus Fire Marshal (DCFM)/Campus Building Official (CBO).

UCM will select the firm(s) based on the qualifications and proposals presented in response to this RFQ. Principal criteria for selection are: 1) experience providing inspection services for similar projects; 2) work plan examples; 3) demonstrated management competency; and 4) qualifications of proposed inspection staff.

The complete RFQ will be available at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UCOP> starting Friday, December 4, 2015. Responses to the RFQ are due by 3:30pm on Monday January 4, 2016.

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. The selected consulting firm will be required to show evidence of their Equal Employment Opportunity policy.

## Introduction & 2020 Project Narrative

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UC Merced is seeking qualified on-site plan review and inspection services for code compliance with the adopted regulations and laws of California, including but not limited to Title 24, Title 19, applicable NFPA standards, and Project 2020 Technical Requirements. Services will include full time and on-call resources that are expected to perform work as needed for the duration of the 2020 Project under the direction of the Designated Campus Fire Marshal (DCFM)/Campus Building Official (CBO).

### **2020 Project Objectives**

UC Merced enrollment has grown rapidly from 875 students in 2005, to more than 6,250 students today. The campus plays a critical role in expanding access to the UC System within the San Joaquin Valley and across the state but is rapidly approaching the physical capacity of its current facilities.

The 2020 Project is envisioned as a mixed-use, master planned development that will increase capacity as rapidly and cost-effectively as possible. Construction will take place on a 219-acre University-owned site that includes the current campus and 136 acres of adjacent, undeveloped land. Once complete, the 2020 Project will have developed collaborative, sustainable academic, research, housing, and support facilities to accommodate 10,000 student by the 2020-2021 academic year.

## 2020 Project Approach

2020 Project will be utilizing a Public-Private Partnership (P3) delivery method, with a Design, Build, Operate, Finance and Maintain (DBOFM) model. UC Merced has shortlisted three development teams, with each consortium being comprised of a lead contractor, equity partners, planners and architects organized as a single team to compete for a project expected to span five years for the construction and addition of more than 1 million gross square feet. Currently, the 2020 Project is in RFP Phase with each team preparing a proposal detailing this next phase's design and development. Proposals are expected to be received early spring 2016. Selection of the Preferred Proposal is anticipated to be announced by late spring 2016, with contract execution early summer 2016.

The 2020 Project is structured for a minimum of two phases of delivery, with the first delivery requiring completion by 2018 and the second phase requiring completion by 2020. First phase delivery facilities are defined as the following:

**Table 1: First Phase Delivery Facilities**

Program	Minimum Footage	Assignable	Square
Student Housing & Dining	200,607		
Classroom & Office	95,130		
Campus Operations & Support	3,390		
Parking	382,800		

First Phase Delivery Facilities may be designed and developed in numerous ways and variations; actual building count and square footage will remain unknown until Developer is under contract.

The second phase, which will be delivered by 2019, will complete the laboratory and central cooling infrastructure for all facilities:

**Table 2: Second Phase Delivery Facilities**

Program	Minimum Footage	Assignable	Square
Instructional and Research Laboratory	66,400		
Secondary TES Tank and Pump House	TBD		

Second Phase Delivery Facilities may be designed and developed in numerous ways and variations; actual building count and square footage will remain unknown until Developer is under contract.

The last phase, which will be delivered by Substantial Completion, will complete the remainder of the required program by 2020:

**Table 3: Substantial Completion Delivery Facilities**

Program	Minimum Footage	Assignable	Square
Academic Program	211,074		
Housing	207,831		
Student Life & Athletics	117,430		

Campus Operations & Support	15,630
Parking	242,400
Site Facilities	424,500

Substantial Completion Phase Delivery Facilities may be designed and developed in numerous ways and variations; actual building count and square footage will remain unknown until Developer is under contract.

Not represented in either table is the infrastructure and utilities for the 2020 Project, which will be dependent on the development strategies by the Developer. For additional program and delivery detail, reference Exhibit 1: UC Merced 2020 Program v27 attached herein.

For purposes of this RFQ, the term “Developer” used herein means the Developer and all Developer-related entities such as Lead Architect, Lead Engineer, Lead Contractor, etc.

## Authority Having Jurisdiction Relationship

The Regents of the University of California (“University”), on behalf of its Merced campus, is the Authority Having Jurisdiction (AHJ) for all work performed on campus, led by the Designated Campus Fire Marshal/Campus Building Official (DCFM/CBO). Inspections services are being procured to leverage consultant skill sets and to bolster UC staff in order to meet the needs of the 2020 Project. The successful respondent will be acting as an agent of the campus’ AHJ team, including support services for internal and back of house operations.

The successful respondent will be involved from pre-design through construction completion and Certificate of Occupancy of all facilities, infrastructure and utilities for the 2020 Project. Design phase efforts are anticipated to include comprehensive plan check and code compliance reviews, as well as peer review as required by UC Policy. Construction phase efforts are anticipated to include building inspections, fire inspections, oversight of special inspections, review and approval of special inspection reports, and all required documentation and reporting to substantiate compliance determinations.

It is the University’s intention to bring the successful respondent on early spring 2016, which will allow for the firm to provide guidance and assistance in deploying the campus’ Permit Process and all subsequently required secondary internal procedures prior to the start of the design phase for the 2020 Project. Co-location, phased full time on-site staff, and centralized data management will be key to integrating the successful firm with the AHJ team.

## Scope of Services

### I. Plan Review

- a. Building Code: Assessment of master plan level documents from development team proposals. Assessment of plans and specifications for compliance with the applicable edition of the code based on the 100% Design Development submittal (100% DD’s) and 2020 Project Technical Requirements. Will include reviews of product data, submittals, and shop drawings for compliance with the following:
  - i. Title 24 California Code of Regulations
  - ii. National Fire Protection Association (NFPA) Standards
  - iii. California Health and Safety Code
  - iv. Accessibility and ADA Requirements (Certified Access Specialist Program (CAsp) requirements)

- v. Appropriate listings (California State Fire Marshal (CSFM) Underwriter's Laboratories (UL), etc)
- vi. Project 2020 Technical Requirements
- vii. Greenbook Standard Specifications for Public Works Construction
- viii. American Water Works Association (AWWA)
- ix. Public Rights of Way Accessibility Guidelines (Prowag)
- x. Manual on Uniform Traffic Control Devices (MUTCD) by US Department of Transportation (DOT), Federal Highway Administration
- xi. Work Area Traffic Control Handbook by American Public Works Association
- xii. CalTrans Standard Specifications by State of California DOT
- b. Fire and Panic Safety: Assessment of plans and specifications for compliance with the applicable edition of the code based on the 100% DD's. Review Fire Protection and Alarm Systems, including Mass Notification, and other deferred approvals. When required, perform plan review services by a California Licensed Fire Protections Engineer. Will include reviews of product data, submittals, and shop drawings for compliance with the following:
  - i. Title 24 – sections adopted by California State Fire Marshal
  - ii. NFPA Standards
  - iii. California Health and Safety Code
  - iv. Appropriate listings (CSFM, UL, etc)
  - v. Project 2020 Technical Requirements
- c. Seismic Peer Review: Assessment of submitted plans for compliance with the California adopted and UC Supplemental structural requirements for the following phases of plan submissions for each building:
  - i. 100% Design Development
  - ii. 100% Construction Documents
- d. General Requirements
  - i. Confidentiality agreements are required to be signed and returned to University for any staff reviewing development proposals.
  - ii. Document clear and concise plan check corrections, with follow-up and back check reviews for all stages of building design. Plan check comments and corrections are to be recorded, maintained and tracked electronically in Centralized Data Management Software (CDMS).
  - iii. Work with UC Merced, technical consultants, Developer and/or Lead Contractor to ensure the plan check comments and corrections are addressed and reflected on construction documents.
  - iv. Issuance of plan check comments and corrections are to be done through CDMS, in the required format/letterhead as provided by the University. Format and letterhead may vary depending on type of plan review being performed at the discretion of the University.
  - v. Plan Reviews to be completed in the service times as identified by Exhibit 2: UC Merced 2020 Project Campus Building Official and Designated Campus Fire Marshal Permitting Process.
  - vi. Review Requests for Information (RFI's), Addenda, Architectural Supplemental Information (ASI's), Bulletins for code compliance.
  - vii. Meetings with UC Merced, Developer, and/or Lead Contractor as necessary.

## II. Inspection Services

- a. Building: Ability to perform continuous inspections as needed for construction work as Building Inspector to assure that construction complies with plans and specifications, and is in compliance with the applicable codes and 2020 Project Technical Requirements. This includes, but is not limited to:

- i. Performing combination inspections and witness tests on construction projects to determine that all aspects of work (building, electrical, plumbing, mechanical systems, etc.) conform to Title 24, energy conservation, and accessibility requirements.
  - ii. Oversight of special inspections, as well as review and approval of special inspection reports.
- b. Infrastructure and Utilities: Ability to perform inspections as needed for construction work to ensure that construction complies with plans and specifications, and is in compliance with the applicable codes and 2020 Project Requirements. This includes, but is not limited to:
  - i. Campus Utility Infrastructure: domestic water, reclaimed irrigation, hydronics mainline pipe laying, including typical underground features such as valves, sleeves, thrust blocks, etc.
  - ii. Campus Roadways: grade and alignment, curbing, sidewalks, striping, signage, markers, gutters, swales, driveway approaches, curb ramps, medians, etc.
  - iii. Campus Drainage Infrastructure: storm/sanitary sewer mainline pipe laying, including typical features such as manholes, junction structures, outfalls, etc.
  - iv. Campus Communication Infrastructure: ductbanks, vaults, markers, encasement, etc.
- c. Fire: Ability to perform inspections as needed for construction work as a Fire Inspector to assure that construction complies with plans and specifications, and is in compliance with the applicable codes and 2020 Project Technical Requirements. This includes, but is not limited to:
  - i. Perform inspections and witness tests on construction projects to determine that all aspects of work comply with the SFM adopted regulations for Title 24, Title 19, NFPA, and 2020 Project Technical Requirements.
  - ii. When required, provide the services of a Licensed Fire Protection Engineer for the inspection of fire protection and alarm systems, mass communications systems, etc.
- d. General Requirements
  - i. Prepare inspection notices of noncompliance and/or incorrect construction methods or materials found during inspections; confer with contractor or representative regarding construction methods and procedures as they relate to compliance with plans, specifications, and code.
  - ii. Maintain a record of non-complying items and follow up to achieve resolution of such items. Provide written correction notices.
  - iii. Record, in the form of Daily Reports, all significant construction-related activities and events such as work is completed to provide a chronological and factual history of inspection on assigned construction projects. Take photographs as necessary. Daily Report format to be drafted by respondent for review and approval by the University.
  - iv. All noncompliance comments and correction notices are to be recorded, maintained and tracked electronically in CDMS.
  - v. Issuance of correction notices are to be done through CDMS, in the required format/letterhead as provided by the University. Format and letterhead may vary depending on type of correction notice at the discretion of the University.
  - vi. Inspections are to be completed in the service times as identified by Exhibit 2: UC Merced 2020 Project Campus Building Official and Designated Campus Fire Marshal Permitting Process.
  - vii. Participate in reviews and meetings with technical consultants, building/fire inspectors, health inspectors, UC Merced, Developer and/or Lead Contractor.

### III. Timeline Overview

The timeline outlined below is representative only and is subject to change based on Developer's schedule. This timeline is to be used to generally align key staff functions (Table 5) with anticipated start dates and durations. Respondent is to

note that the completion of configuring and deploying the Centralized Data Management Software (CDMS) is required to be completed prior to the start of Design Review. Requirements for CDMS are fully described under Additional Services below.

Table 4 Timeline Overview																
	2016												2017	2018	2019	2020
Activity	J	F	M	A	M	J	J	A	S	O	N	D				
Deploy CDMS																
Pre-Design Review																
Design Review																
Construction																

#### IV. Additional Services

- a. Permit Process Deployment: Assist UC Merced AHJ team in deploying Permit Process as described in Exhibit 3: Permit Process Workflow. Permit Process needs to be fully deployed by May 2016 in order to maintain the 2020 Project design schedule. This scope will include the following:
  - i. Development of internal workflows as required to support an efficient and effective Permit Process.
  - ii. Development forms, applicant checklists, review checklists, etc. as necessary.
  - iii. Participation in collaborative development meetings with UC Merced and technical consultants.
  - iv. Development of record management and archive standards for all documents.
  - v. Implementation and execution of Permit Process, and all other internal workflows developed.
  - vi. Management and tracking of Permit Process.
- b. Centralized Data Management Software (CDMS): Provide, configure, maintain, and administer a centralized data management program for Plan Check & Permitting on UC Merced's behalf. Selection of CDMS to be done in conjunction with the University, unless by such time as Firm is under contract and a CDMS has already been selected by the University. Firm to provide training to UC Merced staff and any other consultant at the direction of the DCFM/CBO. Training to be provided on-site, workshop style, with correlating Training Manual provided in hardcopy and electronically for each trainee. All data, records, and documentation stored within the CDMS is owned by UC Merced. At the end of the contract, Firm will provide an archive version of all data, records, and documentation both electronically (at a minimum, word-searchable PDF with Table of Contents) and hardcopy (ring-bound with Table of Contents that mirrors electronic version). At its option, the University may purchase licenses to the program and wholly transition the live CDMS at any point in the duration of the contract. CDMS shall have the following functionalities (\*denotes highly desirable, but not required, function):
  - i. Cloud Hosting
  - ii. Electronic plan review and comment capture
  - iii. Plan review comment tracking
  - iv. Electronic communication tracking
  - v. 3<sup>rd</sup> Party Permit Application Submission with configurable status updates (automatic email updates, user log-on dashboard, etc.)
  - vi. Permit processing
  - vii. Permit Issuance



- viii. 3<sup>rd</sup> Party Inspection Request Submissions with configurable status updates (automatic email updates, user log-on dashboard, etc.)
- ix. Inspection tracking
- x. Inspection Corrections Notice/ Non-Compliance Notice issuance
- xi. Inspection Daily Reports
- xii. Configurable reporting
- xiii. Configurable security and access settings for all modules
- xiv. Upload and archive of large file size documents
- xv. Web-interface for 3<sup>rd</sup> Party users
- xvi. Mobile access (iPhone, iPad, etc.)\*
- xvii. Automatic plan version comparison with variations report\*
- xviii. Tracking of user review time by plan set\*
- xix. Tracking of user input time by Inspection Request\*
- c. Co-location: Co-location throughout the duration of the contract is required (see Table 5 below for detailed information regarding which staff are required to be Co-located). During all phases of the 2020 Project, Firm will co-locate in offices shared with UC Merced AHJ team on campus. Office space on campus will be provided by the University, however, all office and inspection equipment/materials needed for scope of services shall be provided by the Firm.
- d. Separate Consultants: At the University's option, it may determine that additional consultants are necessary to augment the scope of services described herein. If additional consultants are assigned to the 2020 Project, Firm shall collaborate and fully integrate with separate consultants to perform as a cohesive team. Separate consultants are to be afforded the same rights and access to information, CDMS, materials, and supplies provided by the Firm as directed by the DCFM/CBO.

## V. Qualification Requirements

Firm shall provide a highly and diversely qualified plan review, inspection, and administration staff to meet the needs of the 2020 Project's multifaceted program and critical schedule.

- a. Key Staff Qualifications: Tabulated below are the requirements for each anticipated key staff functions. Co-location requirements noted are anticipated minimums based on phase, and additional staff levels may need to co-locate if the needs of the 2020 Project dictate, at the direction of the DCFM/CBO. Respondent is to note that when phases overlap, the greater requirement governs if only one staff member is provided for a particular function. Respondent may determine that additional staff not listed in the table below will be necessary to adequately perform the scope of services. If this is the case, resumes for such staff are subject to the review and approval by the DCFM/CBO. For all staff that are not submitted in the proposal, resumes must be submitted for DCFM/CBO review and approval based on the qualifications below before they are assigned to the contract. Firm may not substitute approved staff without prior written approval from the University. Co-location requirements listed in Table 5 below are per facility, as there will be overlap between design and construction phases of the 2020 Project. The number of staff for each function listed below are minimums and are subject to change depending on Developer schedule and needs as determined by the University. For purposes of evaluation, "related experience" as noted below means experience with Type I&II construction for midrise to high rise structures.

Table 5: Key Staff Qualification Requirements						
Function	Minimum Experience	Minimum Certification	Min #	Design Phase: Co-Location Requirement	Construction Phase: Co-Location Requirement	Highly Desirable Experience
Plan Review: Building Code and Title 24	5 years' related experience completing plan reviews.	ICC Certified Plans Examiner	5	Full Time On-site	On-call Resource	
Plan Review: Mechanical & Plumbing Specialist	5 years' related experience completing plan reviews.	California Licensed Engineer	1	On-call Resource	On-call Resource	
Plan Review: Electrical Specialist	5 years' related experience completing plan reviews.	California Licensed Engineer	1	On-call Resource	On-call Resource	
Plan Review: Fire and Panic Safety	5 years' related experience completing plan reviews with ICC or California Certified Plans Examiner. -OR- 10 years' related experience completing plan reviews without certification		4	Full Time On-site	On-call Resource	
Plan Review: Fire Protection Systems and Fire Alarm		California Fire Protection Engineer License	1	On-call Resource	On-call Resource	
Seismic Peer Reviewer	2 years' related experience	California Structural Engineer License	1	On-call Resource	On-call Resource	
Deputy Building Official	7-10 years' related experience	Certified California Building Official	1	Full Time On-site	Full Time On-site	Experience with Governmental Entities with Authorities Having Jurisdiction and/or Higher Education

Building Inspector	7-10 years' related experience	OSHPD Certified Inspector of Record Class A License -OR- DSA Class I Inspector of Record Certification	2	On-call Resource	Full Time On-site	Experience with Governmental Entities with Authorities Having Jurisdiction and/or Higher Education
Building Inspector: Generalist	3-5 years' related experience	ICC California Combination Inspector Certification	3		On-site as necessary	
Building Inspector: Accessibility		California Certified Access Specialist	1			
Building Inspector: Mechanical Specialist	3-5 years' related experience	California Mechanical Inspector Certification	1		On-site as necessary	
Building Inspector: Electrical Specialist	3-5 years' related experience	California Electrical Inspector Certification	1		On-site as necessary	
Building Inspector: Plumbing Specialist	3-5 years' related experience	California Plumbing Inspector Certification	1		On-site as necessary	
Public Works Inspector	5 years' related experience	APWA, DOT, or equivalent Certification	1		On-site as necessary	Soils Certification
Fire Inspector	5 years' related experience with SFM or ICC Fire Marshal Certification -OR- 10 years' related experience without certification		5	Full Time On-site	Full Time On-site	
Fire Inspector: Fire Protection System and Fire Alarm	2 years' related experience	California Fire Protection Engineer License	1		On-site as necessary	
Inspection Analyst	2 years' related experience		1	Full Time On-site	Full Time On-site	
Central Document Management Software (CDMS) Administrator	2 years' related experience		1	Full Time On-site	Full Time On-site	Experience configuring program for Governmental Entity with Authority

						Having Jurisdiction
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Respondent to note that award of contract does not constitute approval of any staff submitted. Firm to coordinate interviews with DCFM/CBO for individual staff approvals after contract has been executed.

## RFQ Process & Contract Requirements

### Selection Process

The University will convene a Screening Committee to review submissions and recommend a shortlist of firms to be interviewed by the Selection Committee. The Selection Committee will conduct interviews of short-listed firms per the Procurement Schedule below to determine the Apparent Successful Respondent(s). The criteria by which both committees will be making their recommendations are as identified in Section C. Selection Criteria below. The University reserves the right to request any further documentation that it deems appropriate and necessary for the screening and selection process.

Table 6: Procurement Schedule*	
Activity	Date
RFQ Published	12/04/2015
RFQ – Last Day for Inquiries	12/09/2015
RFQ – Final Addendum (if necessary)	12/16/2015
Submittals Due	01/04/2016
Interviews	01/11-01/15/2016
Apparent Successful Respondent(s) Notified	1/19/2015 (or sooner)
Contract Fully Executed	02/01/2016

\*Dates are subject to change at the option of the University

### Inquiry Process

All inquiries shall only be submitted via the University's Sourcing Director web tool (link below), and no later than the date identified in the Procurement Schedule herein. Inquiries are to identify section and topic of question. Other than any oral presentations/interviews of finalists, all communications during the RFQ period until award shall only be with Stephanie Shafer, Commodity Manager, through the Sourcing Director web tool.

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UCOP>

### Standard University Contract Documents

All consulting services to be provided by the selected inspection consultant(s) shall be in accordance with the following Standard University Contract Documents approved by the General Counsel to The Regents (Exhibit 6):

#### Professional Services Agreement for Inspections Services for 2020 Project

The awarded Respondent(s) shall enter into the aforementioned agreement with the University containing specific terms and conditions as detailed in attached Exhibit 6; therefore, each respondent is strongly advised to review this agreement carefully and raise any exceptions prior to submission of proposal by submitting proposed modifications through the Inquiry Process outlined herein. Respondents shall assume that terms bearing on the firm's potential liability (e.g. insurance and indemnity provisions) will not be altered. At the University's discretion, proposed modifications may be approved and incorporated in the agreement.

## Period of Services

The Order Period during which the University may initiate authorizations for services for any of the identified above or other projects to be determined is five (5) years, from February 2016 to January 2021. The Period of Performance, during which services are rendered for any of these services are rendered for any of these projects, may extend beyond January 2020 and shall be as specified on a project-by-project basis in written Authorizations to Perform Services, or subsequent revisions thereto, issued during the Order Period.

## Joint Ventures/Associations

Proposals for joint or associated ventures will be considered for this project.

## Insurance Requirements

The University requires evidence of insurance coverage, to be presented only after the successful firm is selected to provide services. Submittal of insurance information is not required as a part of the Statement of Qualifications.

General Liability, Professional Liability Insurance, Business Automobile Liability, and Worker's Compensation will be required in the following amounts:

2. General Liability:  
Comprehensive or Commercial Form:
  - (1) Each Occurrence \$1,000,000
  - (2) Products/Completed Operations Aggregate \$1,000,000
  - (3) Personal and Advertising Injury \$1,000,000
  - (4) General Aggregate (Not applicable to Comprehensive Form) \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than one million dollars (\$1,000,000) per occurrence.
3. Workers' Compensation as required by California State law.
4. Professional Liability Insurance:
  - (1) Each Occurrence \$1,000,000
  - (2) Project Aggregate \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. Such other insurance in such amounts which from time to time may reasonably be required by the mutual agreement of the University and Engineer against other insurable hazards relating to the work to be done.

If the Firm does not currently have coverage in accordance with University policies, then evidence should be submitted indicating that such coverage will be effective prior to entering into a contractual agreement with the University.

## UC Policy on Equal Opportunity in University Business Contracting

It is the policy of The Regents of the University of California that race, religion, sex, color, ethnicity, and national origin will not be used as criteria in its business contracting practices. 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. The University will establish effective outreach programs to ensure equal opportunity in business contracting.

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

University of California, Merced  
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION  
Jody Gonzalez, EEO Analyst  
Office of Compliance  
5200 N. Lake Road  
Merced, CA 95343

## Selection Criteria & Submittal Requirements

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### I. Selection Criteria

#### 1. Relevant Experience

Demonstrate overall experience of respondent with the type of services required for the Project by providing detailed and relevant examples of past Comparable Projects that relate to or are similar in scope/complexity to the Project. All comparable projects must have been completed in the state of California. Limit three (3) 8.5x11” pages per project. Projects are to clearly provide the following information: Project Name and Location; Beginning and Ending Dates (inclusive of construction); Square Footage; Main Program Elements; and Owner Name with Name of Contact Person (phone and email required).

A. Comparable Project Examples: Provide the minimum number of contracts identified over the last 7 years for each item comparable project category below. Experience for building and fire inspection must be provided for each category.

- a. Lead Inspection Firm for at least two (2) of the following types:
  - i. At least one (1) higher education, governmental, or public-entity owned Laboratory or Research Facility, with a minimum square footage of 50,000asf.
  - ii. At least one (1) Hospital Facility with a minimum square footage of 50,000asf.
  - iii. At least one (1) higher education, governmental, or public entity-owned Central Utility Plant, or Telecommunications Facility, with a minimum square footage of 20,000.
- b. Highly desirable, but not required: Configuration of Central Data Management Software based on Client needs and parameters. Proposal to include example reports, screenshots of all relevant modules, and workflows from Client's system.

B. Work Plan Examples – Provide each work place identified below (can be in narrative form) that illustrates how respondent's approach to this specific scope of services. The work plans are to be based off Exhibit 4: 2020 Project Inspection Services Baseline.

- a. Staffing Management Plan – approach to maintaining sufficient manpower to meet the 2020 Project Inspection Services Baseline.
- b. CDMS Plan – approach to configuration and execution of CDMS.
- c. Permit Process Deployment Plan – approach to deployment, execution and maintenance of Permit Process.

## 2. Demonstrated Management Competency

A. Firm In-house Functions & Staffing Levels (maximum one 11x17" page)

- a. Firm to provide table of in-house staffing levels by function identified in Table 5. If a function is not available in-house, Firm is to designate "0". At the Firm's option, additional in-house functions that are not listed in Table 5 may be included. Firm must have minimum in-house staff levels and functions as identified below:

<b>Table 7: Minimum In-House Functions &amp; Staff Levels</b>	
Function	Minimum # of Staff
Firm Principals	2
Firm Associates	3
Inspector – Fire	5
Inspector – Building	5
Plan Review – Building and/or Fire	5

B. Representative Schedule (maximum three 11x17" pages)

- a. Firm to provide a proposed contract schedule given the information provided in the Introduction & 2020 Project Narrative section above, the timeline overview described in Scope of Services section above, as well as individual staff interviews with DCFM/CBO for approval prior to being assigned to the project. Representative Schedule is meant to review Firm's schedule management approach, and may not be used as the actual contract schedule, which is dependent on the Developer's schedule.

C. Project Team Organization (maximum two 11x17" pages)

- a. Organization Chart: Organization Chart for Firm's in-house structure, and Organization Chart of proposed project team structure noting key interface points for Firm and University. Organization Chart to designate Firm's single point of contact for communication with the University.
- D. Qualifications of Key Personnel
  - a. Qualifications of Key Personnel: Respondent shall submit resumes demonstrating qualifications of the key personnel who will be assigned to this project, including related project experience. Key Personnel are defined as those listed in Table 7. Resumes are to be a maximum of three (3) 8.5x11" pages per staff member. At Firm's option, additional staff resumes not required in Table 7 may be included in the proposal, so long as they are relevant to the functions listed in Table 5.

## II. Submittal Format

Five (5) hardcopies of each respondent's submittal shall be provided, each bound in a 3-ring binder with one marked "original". One (1) electronic copy submittal shall be provided on a flash drive or CD in PDF word-searchable format. Submittal shall be organized in the following way, with individual tabs for each identified category/subcategory:

### I. Introduction

- 1. Cover Letter (1 page maximum)
- 2. Proposal Contact Information (Contact name, phone, fax, and email)
- 3. Exhibit 4: Statement of Qualifications

### II. Submittal

- 1. Relevant Experience
  - A. Comparable Project Experience
  - B. Work Plans
- 2. Demonstrated Management Competency
  - A. Firm In-house Functions & Staffing Levels
  - B. Contract Schedule
  - C. Organization Charts
  - D. Key Staff Resumes
  - E. Optional: Additional Staff Resumes

### III. Supplemental Information

- 1. Exhibit 5: Request for Supplemental Information
- 2. Rate Sheets by Firm for each function identified in Table 5. If additional staff functions not listed in Table 5 are being provided, those rates are to be included as well.
- 3. Letter of Acceptance of University Documents: Respondent firm shall carefully review Exhibit 6 and its included exhibits. Letter of Acceptance to be on firm letterhead and shall state acceptance of these Standard University Contract Documents as written.
- 4. Certificate of Insurance: Respondent shall submit a Certificate of Insurance (photocopy) indicating firm's present coverage.
- 5. Optional: Firm brochure/history/background (maximum five 8.5x11" pages)

Responses submitted in any other format will be considered informal and will be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal response must sign all submittal documents. If the respondent fails to provide any of the information required above, the University may at its sole option, reject the submittal, ask the respondent to provide the missing information, or evaluate the submittal without the missing information.



### III. Submission Details

1. Submittals must be received by 3:30pm Wednesday, January 6, 2016 at the following address via Overnight Delivery or Hand Delivery only:

Stephanie Shafer – RFQ# \_\_\_\_\_  
Commodity Manager  
UC Merced  
1715 Canal St.  
Merced, CA 95340

2. Submittals shall be received only at the address shown above, and prior to the time indicated. Any submittal received after said date and time, or at a place other than the stated address cannot be considered.
3. All submittals, whether delivered by an employee of the proposer, U.S. Postal Service, courier or package delivery service shall be received and time stamped at the stated address prior to the time designated. The University's time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals. The University assumes no responsibility for delay in the delivery of the proposal.

## Exhibits

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1. UC Merced 2020 Program v27
2. UC Merced 2020 Project Building Official and Designated Campus Fire Marshal Permitting Process
3. UC Merced Permit Process Workflow
4. Statement of Qualifications
5. Request for Supplemental Information
6. Professional Services Agreement Sample

ACADEMIC PROGRAM		First Delivery	Substantial Completion	2020 Project	Master Plan Only	Total Master Plan
	Research					
	Wet	24,750	51,480	76,230	-	76,230
	Dry/other	20,460	32,340	52,800	-	52,800
	Computational	9,240	9,240	18,480	-	18,480
	Performance Space	3,300	660	3,960	-	3,960
	Lab Support and Maintenance	8,650	5,900	14,550	-	14,550
	Core Lab	-	15,000	15,000	-	15,000
	Office			-		
	Academic Office	64,645	47,365	112,010	-	112,010
	Academic Leadership Office	-	9,769	9,769		9,769
	Classroom			-		
	Classroom & Living/Learning Spaces	14,600	18,760	33,360	11,000	44,360
	Class Laboratories	15,885	10,560	26,445	-	26,445
	Colloquy Spaces/Interaction	-	10,000	10,000	-	10,000
	Total SF	161,530	211,074	372,604	11,000	383,604
HOUSING						
	Student Housing					
	Residence Hall	108,999	151,251	260,250	22,230	282,480
	Suites or Semi-Suites	-	-	-	-	-
	Apartments	-	-	-	-	-
	Graduate Apartments	36,750	36,750	73,500		73,500
	Staff/Faculty in Residence	12,000	12,000	24,000		24,000
	Chancellor's residence				6,500	6,500
	Admin/Community	10,083	5,540	15,623	-	15,623
	Living /Learning	-	-	-		-
	Support/Maintenance	4,790	2,290	7,080	-	7,080
	Total SF	172,622	207,831	380,453	28,730	409,183
STUDENT LIFE AND ATHLETICS						
	Dining Services	27,985	-	27,985		27,985
	Student Activity	-	50,155	50,155	4,240	54,395
	Wellness Center	-	16,740	16,740	-	16,740
	Enrollment Center	-	22,785	22,785	7,960	30,745
	Welcome Center	-	-	-	12,070	12,070
	Early Childhood	-	10,070	10,070	12,000	22,070
	Arena	-	-	-	85,020	85,020
	Aquatic Center	-	9,910	9,910	-	9,910
	Athletic Fields	-	7,770	7,770	-	7,770
	Total SF	27,985	117,430	145,415	121,290	266,705
CAMPUS OPERATIONS						
	Fire Operations Facility	-	-	-	9,400	9,400
	Public Safety	-	15,630	15,630	-	15,630
	Environmental Health & Safety	3,390	-	3,390	-	3,390
	Total SF	3,390	15,630	19,020	9,400	28,420
TOTAL PROGRAM		365,527	551,965	917,492	170,420	1,087,912
Site Facilities						-
STUDENT LIFE AND ATHLETICS						
	Competition Athletic Field		100,000	100,000		100,000
	Competition pool		11,500	11,500		11,500
	Bleacher Seating		1,000	1,000		1,000
	Associated site development		20,000	20,000		20,000
	Recreation Field		250,000	250,000		250,000
	Volleyball courts		16,000	16,000		16,000
	Basketball courts		16,000	16,000		16,000
	Tennis courts		10,000	10,000		10,000
PARKING						
	Parking	382,800	242,400	625,200		625,200
STUDENT LIFE AND ATHLETICS - Counts						
	Undergraduate Beds	712	988	1,700	117	1,817
	Graduate Student Beds	100	100	200		200
	Competition Athletic Field		1	1		1
	Competition pool		1	1		1
	Recreation Field		2	2		2
	Volleyball courts		4	4		4
	Basketball courts		6	6		6
	Tennis courts		4	4		4
PARKING - Counts						
	Parking (new, net of replaced parking)	1,276	808	2084		2084

## **Exhibit 2: UC Merced Project 2020 Campus Building Official and Designated Campus Fire Marshal Permitting Process**

This Reference Document provides a general description of the processes of the Campus Building Official (CBO) and the Designated Campus Fire Marshal (DCFM) for reviewing submittals and issuing permits for Project 2020.

### **A. Roles**

1. Campus Building Official (CBO)
  - a. Issues permits and conducts inspections in accordance with the California Building Code
  - b. Manages Environmental Health Specialist for Food Facility Plan review
  - c. Manages Merced County Health Department for Swimming Pools
2. Designated Campus Fire Marshal (DCFM)
  - a. Implements the Memorandum of Understanding between the Office of the State Fire Marshal and the University of California, including:
    - i. California regulations adopted by the Office of State Fire Marshal
    - ii. Fire protection systems approval, including fire sprinkler systems and fire alarm systems
    - iii. Emergency vehicle/apparatus access approvals

### **B. Submittal Stages and Permit Limitations**

The CBO and the DCFM will review submittals at the stages and in accordance with the permit limitations outlined below:

1. Master **Plan**
2. Site work and infrastructure
  - a. Submittal stages
    - i. 100% Schematic Design
    - ii. 90% Construction Documents
    - iii. 100% Construction Documents
  - b. Permit limitations: Developer may divide the Project Site into a maximum of four sections. The CBO and the DCFM will consider no more than three site work and infrastructure permit applications for each section of the Project Site (not including deferred approvals such as fire protection systems). Therefore, there will be a maximum of twelve site work and infrastructure permits for the Project Site.
3. Individual buildings (*individual buildings may include a complex of related facilities*)
  - a. Submittal Stages
    - i. Preliminary Plans
    - ii. 100% Schematic Design

- iii. 100% Design Development
  - iv. 90% Construction Documents
  - v. 100% Construction Documents
  - vi. Deferred approvals, including but not limited to fire protection systems (fire alarm, smoke control, fire sprinkler, etc.) and product submittals.
- b. Permit limitations – The CBO and the DCFM will consider no more than three permit applications for each building (not including deferred approvals such as fire protection systems), as follows:
- i. underground utilities and site preparation
  - ii. foundation and superstructure
  - iii. remainder of building

**C. Submittals and Duration of Review Periods**

The CBO and the DCFM will each commence their respective reviews upon receipt of three full size and three ½ size sets of submittals. The DCFM requires four full size sets of submittals for signing and stamping **the final set.**

The durations indicated below are estimates. Duration of review will depend on the volume and complexity of the submittals received by the CBO and the DCFM.

Master plan, site work and infrastructure and building submittals may be submitted concurrently.

Developer may elect to manage the Division of the State Architect (DSA) reviews concurrently with the CBO and DCFM review and comment durations indicated below.

The CBO and the DCFM will review the following submittals:

**1. Master Plan**

- a. First master plan submittal
  - i. The CBO and the DCFM require approximately 28 days to review and issue comments
  - ii. The submittals that the DCFM expects to receive include the following, without limitation:
    - A. To scale drawing of the Existing Campus and the Project Site showing all road and building footprints; and
    - B. To scale drawing for each building on the Project Site showing: floor area, number of stories, height of building, building type, and occupancy type(s).
  - iii. The DCFM will review, among other things;
    - A. Separation distance between buildings; and
    - B. emergency vehicle/apparatus access
- b. Master plan submittal with DCFM and DSA approval and with CBO master plan comments addressed
  - i. CBO and DCFM requires approximately 28 days to review and issue comments
  - ii. CBO and DCFM approval of the master plan for the Project must be obtained before the CBO or the DCFM will issue any construction permits or approvals in respect of the Project. The

CBO and the DCFM may consider exceptions to this requirement in appropriate circumstances, as determined in the CBO's and the DCFM's discretion.

2. Site work and infrastructure submittals for each permit application (maximum of twelve).
  - a. First submittal – 100% Schematic Design of the system with Master Plan comments addressed
    - i. CBO and DCFM require approximately 28 days to review and issue comments
  - b. Second submittal – 90% Construction Documents of the system with first submittal comments addressed
    - i. CBO and DCFM require approximately 28 days to review and issue comments
  - c. Third submittal – 100% Construction Documents of the system with second submittal comments addressed
    - i. CBO and DCFM requires approximately 14 days to review
    - ii. The CBO will issue a conditional permit if the CBO and DCFM have no further comments. Final CBO and DCFM approval will occur only after all other agency approvals and peer reviews are complete and all corrections have been made to the final 100% Construction Documents.
3. Building submittals (for each of the three permit applications for each building)
  - a. Preliminary Plans
    - i. CBO and DCFM require approximately 28 days to review and issue comments
  - b. 100% Schematic Design with CBO and DCFM Preliminary Plan comments addressed
    - i. CBO and DCFM require approximately 28 days to review and issue comments
  - c. 100% Design Development with CBO and DCFM Schematic Design comments addressed. For the foundation/superstructure permit 100% Design Development structural must be submitted.
    - i. CBO and DCFM require approximately 28 days to review and issue comments
  - d. 90% Construction Documents with CBO and DCFM Design Development comments addressed
    - i. CBO and DCFM require approximately 28 days to review and issue comments
  - e. 100% Construction Documents with DCFM 90% Construction Document comments addressed
    - i. CBO and DCFM require approximately 21 days to review
    - ii. The CBO will issue a conditional permit if the CBO and DCFM have no further comments. Final CBO and DCFM approval will occur only after all other agency approvals, peer reviews (including structural peer review) are complete and all corrections have been made to the final 100% Construction Documents.

### Exhibit 3: UC Merced Building Permit Process

Project  
Initiation

- Division/Department (Client) has a need for construction services arising from faculty recruitment, change in use, etc and contacts the Project Manager.
- Project Manager initiates project using an R&A form and hires licensed design professional.

Design  
Review

- Project Manager submits project drawings and specifications to Design & Construction (D&C) and Designated Campus Fire Marshal (DCFM) for progress/constructability review checks at 50% and 90% construction drawing phase. \*
- Comments are returned to Project Manager for information/incorporation.
- 100% stamped construction drawings and specifications are submitted for final review and approval stamp by DCFM.
- Following DCFM stamp, construction drawings and specifications are submitted to D&C with executed R&A form and D&C Project Checklist for review by Campus Building Official. \*

Permit  
Review

- Campus Building Official reviews design professional and DCFM stamped set of drawings and specifications and, if approved, construction drawings and specifications are approved for construction and a Building Permit is issued. \*

Bid Process

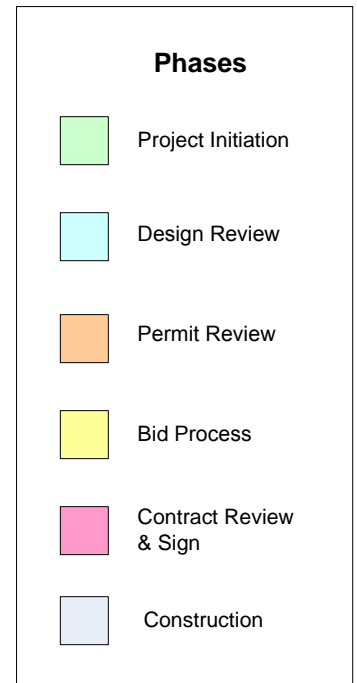
- If the project construction cost is between \$50 - \$100K, informal bidding process allows D&C to obtain 3 bids
- If the project construction cost is greater than \$100K, formal bidding process requires advertising Bids are reviewed and contractor is selected

Contract  
Review and  
Sign

- Contract is reviewed and signed
- Notice to proceed is issued

Construction

- Building Permit is posted on project site and construction begins.
- Inspections by D&C and DCFM take place ongoing, throughout the project, and are signed off on the Building Permit.
- Notice of Completion is filed at the end of construction, and the Building Permit is closed.



**Exhibit 4:**  
**STATEMENT OF QUALIFICATIONS**

1. Firm's Name
2. Business Address
3. Firm Established (year)
4. Type of Organization (circle one):  
a. Individual      b. Partnership      c. Corporation

5. Principals and Associates

	Name	P	A	Degree or Certificate	Institution
a.					
b.					
c.					
d.					

6. Average Staff employed in home office (average of past five years):

a. Fire Inspectors	_____	e. Engineers	_____
b. Building Inspectors	_____	f. Clerical	_____
c. Fire Plan Examiners	_____	g. Programmers	_____
d. Building Plan Examiners	_____	h. Others	_____

7. List five major projects that firm inspected within the past five years:

	Project	Owner	Year	Building Cost
a.				
b.				
c.				
d.				
e.				

8. References

a. \_\_\_\_\_  
b. \_\_\_\_\_  
c. \_\_\_\_\_

9. (Optional) Where do you normally look for information about proposed University of California projects?

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

### **PRIVACY NOTIFICATION**

The State of California Information Practices Act of 1977 requires the University to provide the following information to individuals who are asked to supply information about themselves:

The principal purpose for requesting the information on this form is for use in the selection process for Design Professionals commissioned by the University. University Policy authorizes maintenance of this information.

Furnishing all information requested on this form is mandatory—failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form will be used by Physical Planning in the screening and selection process for awarding commissions to Design Professionals.

Individuals have the right to access this record as it pertains to themselves.

The official responsible for maintaining the information contained on this form is the Campus Architect for the Merced campus of the University of California.



**Exhibit 5:**  
**REQUEST FOR SUPPLEMENTAL INFORMATION**

Please submit the following information together with the SOQ and other required submittal material by the date noted in the Request for Statements of Qualifications. Failure to respond may affect consideration of your firm for this project. Responses may be listed on separate pages.

- 1) Please separately list each pending unresolved claim for professional negligence and each current arbitration, mediation or litigation in which professional negligence or breach of professional services agreement is alleged or indemnity is being sought (because of such alleged negligence or breach of contract) using the following claimant categories:
  - a) The Regents of the University of California against your firm or any principal of your firm (indicate campus, medical center, or Department of Energy (DOE) Laboratory and name of project). If none, indicate none.
  - b) Any owner, person or entity against your firm or any principal of your firm (indicate project, location and owner). If none, indicate none.
  - c) The Regents of the University of California against any of your proposed major consultants (i.e. structural engineer, mechanical engineer, and/or any other major consultant on your proposed project team. Indicate campus, medical center, or Department of Energy (DOE) Laboratory and name of project). If none, indicate none.
  - d) Any owner, person or entity against any of your proposed major consultants (indicate project, location and owner). If none, indicate none.
- 2) Please separately list each resolved (settled, arbitrated, litigated) claim for professional negligence or breach of professional services agreement or for indemnity (because of such alleged negligence or breach of contract) during the last 5 years using the following categories:
  - a) The Regents of the University of California against your firm or any principal of your firm (indicate campus, medical center, or Department of Energy (DOE) Laboratory and name of project). If none, indicate none.

b) Any owner, person or entity against your firm or any principal of your firm (indicate project, location and owner). If none, indicate none.

c) The Regents of the University of California against any of your proposed major consultants (i.e. structural engineer, mechanical engineer, and/or any other major consultant on your proposed project team. Indicate campus, medical center, or Department of Energy (DOE) Laboratory and name of project). If none, indicate none.

d) Any owner, person or entity against any of your proposed major consultants (indicate project, location and owner). If none, indicate none.

#### **DECLARATION**

The undersigned declares under penalty of perjury that all of the information submitted is true and correct and that this declaration was executed in

\_\_\_\_\_ County, California, on \_\_\_\_ (date)

\_\_\_\_\_  
(Name and Title – Printed or Typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Telephone Number)

# PROFESSIONAL SERVICES AGREEMENT

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## PROFESSIONAL SERVICES AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

{CONSULTANT or LABORATORY NAME}

This AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between The Regents of the University of California, a California corporation, hereinafter called "University" and {CONSULTANT or LABORATORY NAME}, a {INSERT FORM OF ENTITY e.g. a California corporation, a Partnership, etc.}, 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, {FACILITY NAME}, to perform {BRIEF DESCRIPTION OF SERVICES} as required and authorized by the University.

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 documents, reports, surveys, exhibits, and photographs, and other materials as required and as authorized by the University.

### II. TERM

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

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. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a University approved digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature that cannot be positively verified by the University system as an authentic digital signature.

#### **IV. COMPENSATION**

- A. Compensation payable by University under this Agreement shall not exceed \$ **[AMOUNT IN FIGURES]**.
- 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. **[OPTIONAL: INSERT INVOICING INSTRUCTIONS: e.g. Invoices shall be sent to the following address:]**
  4. 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. Such reimbursable expenses will be paid in addition to the fees for Services under this Agreement.

#### **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 Indemnitor. The obligation to defend shall arise regardless of any claim or assertion that Indemnitor 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 Indemnitor 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 Indemnitor 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 Indemnitor 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	\$1,000,000.00	
ii. Products Completed; Operations Aggregate	\$2,000,000.00	
iii. Personal and Advertising Injury	\$1,000,000.00	General Aggregate
	\$2,000,000.00	
  - 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 \$1,000,000.00 per claim and \$2,000,000.00 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 journeyman, 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 journeyperson work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
5. If Consultant or subcontractors or subconsultants employ journeypersons or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeypersons or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.
6. In the event Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.
7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Consultant or subcontractors or subconsultants of journeyperson trainees who may receive on-the-job training to enable them to achieve journeyperson status in any craft or trade under standards other than those set forth for apprentices.

#### **E. WORK DAY**

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

#### **F. PATIENT HEALTH INFORMATION**

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

of the event/action of the steps taken to prevent future occurrences.

## VII. NOTICES

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

## VIII. AUTHORITY OF AGREEMENT

- A. This Agreement represents the entire and integrated agreement between the University and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by a written instrument signed by both the University and the Consultant and the written instrument shall be an Amendment on the form contained in the Exhibits.
- B. This Agreement includes the following Exhibits attached herewith:

Exhibit {A}: [Written Authorization to Perform Services](#)

Exhibit {B}: [Consultant Rate Schedule](#)

Exhibit {C}: [Reimbursement Schedule](#)

Exhibit {D}: [Certificate of Insurance](#)

Exhibit {E}: [Amendment](#)

Exhibit F: Scope of Services

Exhibit {SC}: [Self-Certification](#)

Exhibit {FD}: [Final Distribution of Contract Dollars](#)

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

CONSULTANT

{FIRM NAME}

By: {NAME}

{TITLE}

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

CONSULTANT ADDRESS

{ }

CONSULTANT FACSIMILE NUMBER

{ }

EMPLOYER IDENTIFICATION NUMBER

{ }

UNIVERSITY

THE UNIVERSITY OF CALIFORNIA, Merced

By: {NAME}

{TITLE}

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

UNIVERSITY ADDRESS

5200 North Lake Rd., Merced, CA 95343

UNIVERSITY FACSIMILE NUMBER

{ }

**EXHIBIT {A}**

**AUTHORIZATION NO. {NUMBER} TO PERFORM SERVICES**

for the

PROFESSIONAL SERVICES AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

**{CONSULTANT or LABORATORY NAME}**

made on **{PSA EXECUTION DATE}**

(Note: Order Period is from **{ORDER PERIOD START DATE}** through **{ORDER PERIOD END DATE}**)

**I. IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT ABOVE, YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SERVICES:**

**{DETAIL THE SPECIFIC SERVICES TO BE PERFORMED.}**

**II. COMPENSATION SHALL BE MADE IN ACCORDANCE WITH THE CONSULTANT RATE SCHEDULE AND REIMBURSEMENT SCHEDULE IN THIS AGREEMENT, AND SHALL NOT EXCEED {\$ AMOUNT IN FIGURES}**

**III. SERVICES AUTHORIZED TO BE COMPLETED WITHIN {AMOUNT OF TIME: e.g. number of days, by a specific date.}**

**IV. LOCALITY FOR PERFORMANCE OF WORK**

The locality for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for the purposes of Article VI of the Agreement will be:

**{Location identified should be the actual location of the Project (e.g. University of California, {FACILITY}, street address, if any, and city, county)}**

This Authorization has been executed on the **{DATE}** day of **{MONTH}**, **{YEAR}**.

CONSULTANT

**{FIRM NAME}**

By: **{NAME}**

**{TITLE}**

\_\_\_\_\_  
(Signature)

September 30, 2013

Exhibit {\_\_\_\_}  
Written Authorization to Perform Services

CONSULTANT ADDRESS { }

CONSULTANT FACSIMILE NUMBER { }

UNIVERSITY

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: {NAME}  
{TITLE}

---

(Signature)

UNIVERSITY ADDRESS { }

UNIVERSITY FACSIMILE NUMBER { }



## EXHIBIT { }

### CONSULTANT RATE SCHEDULE

The services under this Agreement will be compensated in accordance with the following consultant rate schedule unless a lump-sum fee is established in the Written Authorization.

{CONSULTANT NAME}

Name	Firm Name	Title/Job Classification	Billable Rate (per hour)
e.g. John Doe	Consultant	Architect	\$_____ per hour
John Doe	Consultant	Associate Architect	\$_____ per hour
John Doe	Consultant	Draftsperson	\$_____ per hour
John Doe	Consultant	Draftsperson	\$_____ per hour
John Doe	Subconsultant	Geotechnical Engineer	\$_____ per hour
John Doe	Subconsultant	Specifier	\$_____ per hour

The above rates will be adjusted biennially in accordance with changes in the Consumer Price Index (CPI).

The above rates will be adjusted annually in accordance with actual rate increases paid to personnel. Notwithstanding the preceding, the rate increase for an individual employee shall not exceed {INSERT PERCENTAGE e.g. 3%} annually.

## VOLUME 3 PART II: DESIGN DOCUMENTS - MODELS AND INSTRUCTIONS

### Exhibit \_\_\_\_ Reimbursement Schedule

#### Cover Sheet and Instructions

<b>PURPOSE OF DOCUMENT:</b>	Sets forth the conditions and bases for reimbursement for the Design Professional/CM/Consultant's/CM's/consultant's employees' and consultants' reimbursable expenses in the interest of the project.				
<b>CROSS-REFERENCES TO FACILITIES MANUAL (FM):</b>	FM3[II]				
<b>CONTENTS:</b>	Cover page				
<b>FOR USE WITH: (Not Applicable to Some Documents)</b>	EDPA, EDPA blanket, EDPA CM@R, DB Master Architect, CMA, PSA				
<b>COMPLETED BY:</b>	√	Filling In	√	Adding Text	No Data Required
<b>ITS USE IS:</b>	√	Required		Optional	

#### Completion Instructions:

1. When completed, attach this exhibit to the Agreement before issuing it to the Design Professional/CM/Consultant.
2. Reimbursement amounts may include a surcharge/handling fee not to exceed 10% of allowed reimbursable expenses. Facility may revise the exhibit as needed, provided that allowed amounts do not exceed University maximums. Sample Facility Reimbursement Schedule follows. Choose appropriate language if surcharge/handling fee is/is not allowed.
3. Blue text boxes in the attached sample Reimbursement Schedule indicate alternative language. Be sure to delete the text applicable to the alternative you are not using and all of the blue text boxes.

#### Modifications and Additions:

Revised for use as a consolidated exhibit for all design/consultant agreements.

#### Comments:

Many campuses choose not to include handling fees; others include the full 10%. Consider your market conditions before deciding.

# SAMPLE REIMBURSEMENT SCHEDULE

**Present "surcharge/handling fee" information to PM only if requested by consultant. PM approval needed.**

**Maximum amount for recharge is ten percent (10%).**

## REIMBURSEMENT SCHEDULE

«FirmNameinCaps»

Consultant shall submit original receipts or other University approved proof of payment when requesting reimbursement. Credit card statements are not acceptable.

Subconsultant services are considered part of basic services and, as such, are not a reimbursable expense item.

**EXCLUDED** from reimbursable expenses are in-house computer time and outside computer services; costs associated with facsimile communications, long distance telephone, and cellular telephone; and parking fees.

### TRAVEL

Expenses incurred for travel by Consultant and subconsultants, including lodging and meals, will be reimbursed in accordance with University guidelines.

1. Consultant shall not be reimbursed for travel between Consultant's own offices; travel between Consultant's offices and subconsultants' offices; and travel between Consultant's and subconsultants' offices and the Facility Campus. Excluded expenses for such travel are transportation, lodging, and per diem expenses, including bridge tolls.
2. Reimbursement for travel expenses shall only apply to transportation, lodging, and living expenses for official travel to project locations greater than 150 miles outside of the area of the Consultant's office. Travel must be authorized in advance, and in writing, by the University. Expenses shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of the University as follows:

(a) Transportation:

Privately owned vehicles Basic rate.....\$current rate\*

\*The mileage reimbursement rate is the standard rate for automobiles (**currently \$0.555**) published by the University in Business & Finance Bulletin [BUS-28, "Travel Regulations"](#) as may be adjusted from time to time by University

Public transportation (receipts required) .....At cost

Includes commercial carrier fares and car rental charges (excluding insurance for rental vehicles), daytime and overnight auto parking, bridge tolls, and all other charges for transportation services essential for official travel. First class air travel is not permitted without express written authorization in advance of the travel.

(b) Lodging (receipts required): .....At cost

Lodging rates in excess of \$110 per night require prior University approval.

(c) Meals while on travel status (receipts required)..... \$64.00/day maximum

Meal expenses for travel of less than 24 hours will be reimbursed only if there is an overnight stay as supported by an itemized lodging receipt.

**EXCLUDED** from reimbursement for meals is payment for alcoholic beverages.

# SAMPLE REIMBURSEMENT SCHEDULE

(d) Incidental Expenses: At cost

Specifically, for gratuity (receipt required) and portorage.

## POSTAGE

### ***If no surcharges:***

Expense of postage for outsized packages (e.g., large sets of plans, shop drawings, submittals) shall be reimbursed.

### ***If surcharges granted: note: maximum allowed surcharge is ten percent (10%)***

Expense of postage for outsized packages (e.g., large sets of plans, shop drawings, submittals) shall be reimbursed at a multiple of 1.10 times the amount expended (specifically 110%) by Consultant.

Reimbursements for expense of express mail services to destinations outside a project area or for courier services require prior University approval.

*EXCLUDED* from reimbursement is expense of postage and express mail services incurred in conveying documents between the offices of Consultant and all subconsultants and between Consultant's own offices.

## REPRODUCTION

### ***If no surcharges:***

Expense of outside and in-house reproduction, with the exception of reproductions made for in-house use, shall be reimbursed. Reimbursement for in-house reproductions shall not exceed the following rates:

### ***If surcharges granted:***

Expense of outside and in-house reproductions, with the exception of reproductions made for in-house use, shall be reimbursed at a multiple of 1.10 times the amount expended (specifically 110%) by Consultant. Rates for in-house reproductions shall not exceed the following:

Black & White Photocopy, 8.5" x 11", 8.5" x 14" or 11" x 17.....	\$0.08/page
Color Photocopy, 8.5" x 11" .....	\$0.16/page
Color Photocopy 8.5" x 14 or 11" x 17" .....	\$0.89/page
Blackline Large Format.....	\$1.78/square foot
Plotting Blackline.....	\$0.75/square foot
Plotting Color .....	\$10.00/square foot

## PRESENTATION MATERIALS

Expense for models, drawings, renderings, presentation materials, and film and film processing that is not required under Article I, Consultant Services and Responsibilities, of the agreement shall be reimbursed with prior University approval.

## EQUIPMENT RENTAL

Expense of equipment rental, including shipping costs where appropriate, and charges for use of Consultant-owned equipment shall be reimbursed with prior University approval.

## SPECIAL FEES AND PERMITS

Expense of special fees and permits shall be reimbursed with prior University approval.

**Cover Sheet and Instructions**  
**CERTIFICATE OF LIABILITY INSURANCE-NON UCIP**

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on electronic media.

<b>PURPOSE OF DOCUMENT:</b>	Provides Contractor, Consultant, or Designer with a standard form to report compliance with Facility insurance requirements.					
<b>CROSS-REFERENCE TO FACILITIES MANUAL:</b>	<a href="#">FM4[II]:4.6.4</a>					
<b>CONTENTS:</b>	Certificate of Insurance form					
<b>FOR USE WITH:</b>	✓	Long Form (LF)	✓	Brief Form (BF)	✓	Multiple Prime (MP)
	✓	Design Build (DB)	✓	CM at Risk (CM)	✓	Job Order Contract (JOC)
	✓	Mini Form (MF)	✓	Professional Service Agreement PSA	✓	Executive Design Professional Agreement EDPA
	✓	Construction Management Agreement (CMA)	✓	Master Architect Agreement (DB)		
<b>COMPLETED BY:</b>	✓	Filling in		Adding Text		No Data Required
<b>ITS USE IS:</b>	✓	Required		Optional		

**NOTE:**

**Completion Instructions:**

1. Facility should insert the mailing address of Certificate Holder (lower left of form) as well as the Project Name (upper left) and Project No. (upper right). Note: These fields are highlighted in yellow (for example, {Street Address} ) . Additionally, Facility should generally fill-in the blank space in Special Provision #1 (for example, the Project Name).
2. The Contractor and its insurance agent complete the form.

**Modifications and Additions:**

None

**Comments:**

1. The completed form is required before award of the contract. Substitute forms are not acceptable unless they comply with the contract General Conditions.

**END OF COVERSHEET AND INSTRUCTIONS**



# CERTIFICATE OF LIABILITY INSURANCE

(for non-UCIP Construction Projects and Consultant/Design Contracts)

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						

## Special Provisions:

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and 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) but only in connection with \_\_\_\_ (name of project) \_\_\_\_.
- The General Liability coverage contains 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.

CERTIFICATE HOLDER: The Regents of the University of California

Forward to: {Office, Room Number or Mail Stop} University of California, {Facility} {Street Address} {City, State, Zip}	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

**Exhibit { }**

Amendment No. { }

The Agreement between the Regents of the University of California and {CONSULTANT}, dated {MONTH} {DAY}, {YEAR}, to act as a Consultant to the University of California, {FACILITY NAME}, is hereby amended as follows:

{Facility to Insert modifications to this Agreement. For example, the term of the Agreement may be extended.}

All terms and conditions of this Agreement shall remain in full force and effect unless expressly modified herein or by another duly executed Amendment.

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

CONSULTANT

{FIRM NAME}

By: {NAME}

{TITLE}

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

UNIVERSITY

THE UNIVERSITY OF CALIFORNIA, {FACILITY NAME}

By: {NAME}

{TITLE}

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



## **Exhibit F: Scope of Services**

[Migrate RFQ Section III. Scope of Services to this Exhibit]

SAMPLE

**Cover Sheet and Instructions**  
**SELF-CERTIFICATION**

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility.

<b>PURPOSE OF DOCUMENT:</b>	Provides form for the Self-Certification of Contractors, Subcontractors, Designers, and Consultants.				
<b>CROSS-REFERENCE TO FACILITIES MANUAL:</b>	None				
<b>CONTENTS:</b>	Self-Certification form				
<b>FOR USE WITH:</b>	✓	Long Form (LF)	✓	Brief Form (BF)	✓ Multiple Prime (MP)
	✓	Design Build (DB)	✓	CM at Risk (CM)	✓ Job Order Contract (JOC)
	✓	Mini Form (MF)	✓	Professional Service Agreement PSA	✓ Executive Design Professional Agreement EDPA
	✓	Construction Management Agreement (CMA)	✓	Master Architect Agreement (DB)	
<b>COMPLETED BY:</b>	✓	Filling in		Adding Text	No Data Required
<b>ITS USE IS:</b>	✓	Required		Optional	

**NOTE:** To use the electronic file of this document, you must go to the "Tools" pull down menu in Microsoft Word, select "Options," select the "View" tab, and then put a check in the box "Hidden text." Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

**Completion Instructions:**

1. Suggested text is shaded in gray.
2. Contractor, Designer, Consultant, and each Subcontractor complete their own form.
3. In compliance with law and policy, UC will consider only business size (SBE) and disabled veteran status (DVBE) as criteria in its business contracting. The other categories listed on this form are tracked by the University for statistical purposes and may be part of special requirements of Project funding sources.

**Modifications and Additions:**

None

**Comments:**

None

**END OF COVERSHEET AND INSTRUCTIONS**

EXHIBIT {NUMBER}

**SELF-CERTIFICATION**

For the Contractor and each Subcontractor indicated on the Report of Subcontractor Information, the following must be completed.

OR

For the Consultant and each Sub-consultant, the following must be completed.

Indicate all Business category(ies) that apply by initialing next to the applicable category(ies):

\_\_\_\_\_  
(Initial, if applicable) **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at <http://www.sba.gov/content/table-small-business-size-standards>.) The eligibility requirements for California contracting purposes is on the [Department of General Services website](http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx) at <http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx>. The University may rely on written representation by the vendors regarding their status.

\_\_\_\_\_  
(Initial, if applicable) **Disabled Veteran Business Enterprise (DVBE)** - a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.

\_\_\_\_\_  
(Initial, if applicable) **Disadvantaged Business Enterprise (DBE)** - a business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.

\_\_\_\_\_  
(Initial, if applicable) **Women-Owned Business Enterprise (WBE)** - a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

\_\_\_\_\_  
(Initial, if applicable) **None of the above categories apply.**

I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects

the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

\_\_\_\_\_  
(Print or Type Name of Owner and/or Principal)

\_\_\_\_\_  
(Name of Business or Firm)

a

\_\_\_\_\_  
(Insert type of business e.g. corporation, sole proprietorship, partnership, etc.)

By:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

#### PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply personal information about themselves. Information furnished on the Self-Certification form may, in some cases, identify personal information of an individual.

- The University of California, {FACILITY}, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Outreach Program Manager at the University of California, {FACILITY}, is responsible for maintaining the requested information. The contact information for the Small Business Outreach Program Manager may be found at: <http://www.ucop.edu/procurement-services/files/sbdmgr.xlsx>
- The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Outreach Program Manager(s).

Project No.: {\_\_\_\_\_}

Sheet No. 1 of 1

[illegible]

Septe