

UNIVERSITY OF CALIFORNIA, MERCED

REQUEST FOR PROPOSALS

ISSUE DATE: April 24, 2015
RFP #: UCM1210KM
DUE DATE/TIME: May 29, 2015, 4:00 p.m. (PT)

ELECTRONIC ACCESS: This Request for Proposals (RFP) and addenda are available for downloading on our SRS web tool located at:
https://suppliers.scquest.com/UCOP/Rfx/BidOpp_List.aspx.
(Click on "Bid Opportunities" to find this RFP.)

Proposals must be received by the due date and time to be considered.

All qualified, interested vendors are invited to submit proposals for:

Master Lease of Student Housing Units



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1 RFP Background and Intent

1.1 Organizational Context

University of California

Founded as the state's first and only land grant institution in 1868, the University of California (UC) is a system of 10 campuses with approximately 180,000 undergraduate and graduate students. The official research arm of the State of California, UC has five medical schools, four law schools and the nation's largest continuing education program. It also manages three national laboratories that are engaged in energy and environmental research and approximately 130,000 acres of natural habitat in California for research, teaching and outreach activities. The University's fundamental mission is teaching, research and public service.

University of California, Merced

UC Merced opened September 5, 2005 as the 10th campus in the University of California system and the first American research university of the 21st century. The campus significantly expands access to the UC system for students throughout the state, with a special mission to increase college-going rates among students in the San Joaquin Valley. It also serves as a major base of advanced research and as a stimulus to economic growth and diversification throughout the region. Situated near Yosemite National Park, with a current population of just under 6,300 students, the University is planning for growth to 10,000 students by the year 2020.

1.2 Intent

The University of California, Merced ("University" or "UCM") invites proposals from qualified Proposers to enter into a master lease for student housing with one or more building owners to provide housing for our growing student body.

In order to honor the Guarantee contained in the charter of the University of California to offer admission to all qualified Californians, the University of California System needs to grow, and UCM has been identified as the campus which will provide the growth. The University plans to grow to 10,000 students by 2020 (the "2020 Project"), which will approximately double the size of the existing campus. UCM will construct on-campus housing containing around 1900 beds during the course of the 2020 Project, which will be sufficient to house 35 – 37% of the student body, that is, first-year students and a portion of second-year students, as well as 200 of the 1000 anticipated graduate students. Until that campus housing is delivered, growth will be constrained without a short term addition to University housing. To address these concerns, the University seeks to secure a short term master lease for approximately 460 beds of student housing in facilities with close proximity to the campus which will be assigned by the University's Student Housing Department to UC Merced students and affiliates.

It is intended for the selection to be completed and a master lease to be executed with one or more qualified respondents by June, 2015. Multiple leases of smaller facilities will be considered.

Proposals are to be based on the specifications provided herein.

1.3 Contract Term

It is preferred that the initial term of any agreement resulting from this RFP will be for a period of three (3) to five (5) years, but in any event, it cannot exceed 10 years.

1.4 Optional Renewal Term(s)

The University may, at its option, extend or renew the agreement for two (2) additional three-year periods with the same terms and conditions.

2 Instructions to Proposers

2.1 Issuing Office and University Contact

This Request for Proposal (RFP) is being issued by the University Procurement Services Department which is the only office authorized to change, modify, clarify, etc., the provisions of this RFP and to award any contract(s) resulting from the RFP.

The single point of contact for administrative and technical issues regarding this RFP is:

Karen Meade, C.P.M.
Director of Procurement Services
University of California, Merced
5200 N. Lake Rd.
Merced, CA 95343

Phone: (209) 228-4611
Fax: (209) 228-2925
E-mail: kmeade2@ucmerced.edu

Questions should be submitted in writing through the University of California’s Supplier Registration and Sourcing (SRS) web tool as directed within this RFP document.

2.2 Schedule of Events

Listed below are the key action dates/times for this RFP. If the University finds it necessary to change the Deadline for Questions or the RFP Due Date as indicated below, an addendum to the RFP will be issued.

| | |
|---|------------------------|
| Release of RFP..... | April 24, 2015 |
| Deadline for Questions regarding RFP..... | 12:00p.m., May 8, 2015 |
| Proposal Due Date..... | 4:00p.m., May 29, 2015 |
| Anticipated Contract Award..... | July 2015 |

Note: The above dates are subject to change at the option of the University.

2.3 Proposal Receipt

Proposals are to be submitted online using the University of California SRS web tool located at: <https://suppliers.scquest.com/UCOP>. No mailed, telephone, emailed, or facsimiled proposals will be considered, and proposals cannot be submitted nor accepted after the due date/time.

Proposers will be able to view the RFP and find the instructions for submitting your proposal on this website.

Note: If you are not a registered supplier for this tool, you will need to register. You will find a link for Supplier Registration in the blue column on the left side of the main landing page.

If you have technical difficulties using the SRS website, contact the SRS Helpdesk at: suppliers@ucprocure.zendesk.com.

2.4 Proposer Questions

Proposers are expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies in, or omissions to the RFP, or if there are any questions as to any information provided in the RFP or by any other source, a request must be submitted via the SRS web tool for clarification, interpretation or correction by the date listed above. Such inquiries must be directed to the buyer (single point of contact) listed above. The University may be unable to respond to inquiries received too close to the bid submission deadline to permit a timely and comprehensive reply to all prospective Proposers.

Questions regarding this RFP must be submitted through the “Questions” tab in the SRS web tool no later than May 8, 2015. Please specify the section number that applies to the question.

2.5 Restriction on Communications

Except for the designated contact(s) listed above, vendors are not permitted to communicate with University staff regarding this solicitation during the period between the Request for Proposal issue date and the announcement of awards, except during:

- The course of a Proposers' conference; if applicable.
- Oral presentations and site visits, if conducted.

If a vendor is found to be in violation of this provision, the University reserves the right to reject their proposal.

2.6 Proposal Format and Required Submittals

Proposers shall carefully review all information in this RFP and submit a proposal that addresses all requirements in the manner specified. Proposals shall be submitted in English in the following format. Proposals 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 proposal must sign all proposals. If the Proposer fails to provide any of the following information, the University may at its sole option, reject the Proposal, ask the Proposer to provide the missing information, or evaluate the proposal without the missing information.

Proposers are to provide an electronic version of their written proposal through the SRS web tool addressing the full scope specified under this RFP. Proposals should include all of the elements listed below, be clearly indexed/assembled and submitted electronically in accordance with the numbers referenced in each section of the specification and order listed below and reference the corresponding RFP Sections and paragraphs.

1. Table of Contents - Proposals should include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Signed Proposal Certification - RFP Section 7.
3. Introduction and Executive Summary - This section should present an introduction and general description of the company's background, nature of business activities, and experience; identifying and substantiating that it is well qualified to provide the requested services for the University.
4. Technical Response - RFP Section 3. All respondents must submit RFP responses to all questions in each section (reference the section number in your response) in a format which mirrors the specifications set forth in Section 3.4 and 3.5, responding to each item in the order presented. The University recommends responding in open text format directly below each question or numbered item, in a contrasting colored font and without changing any of the identifying headers, letters or numbers.
5. Cost - RFP Section 6.
6. Terms and Conditions Acceptance - Indicate acceptance/compliance with all items in RFP Sections 3, 4, and 5. (Note: Exceptions to the University's terms and conditions are not desirable and will be taken into consideration when evaluating the "responsiveness" of proposers' submissions.)
7. Supplementary Information and Additional Comments as desired.

2.7 Joint or Partnering Bids/Proposals

A joint bid/proposal, submitted by two or more Proposers proposing to participate jointly in performance of proposed work may be submitted. To be considered responsive, any such joint bid/proposal must respond to all the requirements of this RFP. However, a single Proposer must be clearly identified as the "Primary Proposer" who will assume primary responsibility for performance of all other joint Proposers and all subcontracts to every level. The Primary Proposer must identify themselves as such and submit the proposal under their company name and signature. If a contract is awarded in response to a joint bid/proposal, the Primary Proposer must execute the contract and all Partner Proposers must verify in writing that the Primary Proposer is authorized to represent them in all matters relating to the contract. At least one of the Proposers must have attended any and all mandatory Pre-Proposal or other meetings. The University assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

2.8 Proposer Representation

Each proposer, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

2.9 Simplicity of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capability to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Promotional materials are especially discouraged.

2.10 Complete Proposals

All proposals must be full and complete at the time of proposal opening.

2.11 Specifications

Proposers are expected to meet or exceed the specifications in their entirety. Each proposal shall be in accordance with essentially all aspects of this specification. If products and/or services as bid do not comply with specifications as written, Proposer shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications, referencing the appropriate RFP section. Absence of any such itemization and explanation shall be understood to mean that proposer proposed to meet all details of these specifications. Successful proposer(s)/contractor(s) delivering products and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials/equipment and/or services delivered do not meet requirements of this specification, the successful proposer shall be required to correct same at proposer's own expense.

2.12 Amendments to RFP before Due Date

No individual is authorized to amend any part of this proposal in any respect, by an oral statement, or to make any representation of interpretation in conflict with provision of this RFP prior to the proposal submission date. However, if necessary, supplemental information in addenda form will be provided to all prospective proposers who have submitted an "Intent to Bid" on the SRS website. Failure of any proposer to receive such addenda shall not relieve the proposer from any obligation under their proposal as submitted. All addenda so issued shall become part of this RFP.

2.13 Firm Proposals

All proposals shall be firm and fixed for 120 days following the deadline for RFP submissions, or until a contract is signed, whichever comes first. The proposer warrants that the prices offered herein are equal to or lower than those offered for equivalent quantities of products or services to similar institutional accounts. If the proposer offers a general price reduction that lowers the cost for any product or service below the cost provided in a resulting contract, the proposer shall offer the appropriate cost reductions to the University.

2.14 Minimum Qualifications

Proposers must be able to demonstrate the capability of providing the required facilities to meet University delivery requirements.

Proposers must have the ability to obtain the necessary insurance as required under this RFP.

Proposers must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.

Proposers must operate within the guidelines of all federal and state labor codes and regulations.

In addition to the information required above, University may request additional information either from the proposer or others, and may utilize site visits and proposer presentations, as reasonably required by the University to verify the proposer's ability to successfully meet the requirements of this RFP.

3 Specifications

3.1 Scope of Requirement

The University desires to enter into a master lease with one or more proposers for exclusive use of a building or adjacent buildings of residential units (a "Facility") which will be used by the University to provide housing for our growing student population and other University purposes. Proposers may offer existing Facilities or Facilities to be built which meet all requirements specified in this RFP.

Alternate proposals will be also be considered, however, only if the original requirements of the RFP are met in the manner specified, not in lieu of the original requirements. Alternate proposals are to be submitted at the time of original proposal separately and clearly marked "ALTERNATE PROPOSALS".

3.2 Property Characteristics

In addition to meeting the requirements of this RFP, each dwelling unit must comply in all respects with all local, state and federal governmental laws and regulations and University of California requirements including those governing building code, fire code, handicap access and health and safety.

3.3 Property Location

Proposed sites shall be located within the boundaries of "R" Street, McKee Road, Main Street, and Bellevue Road in Merced, California, and be a suitable/safe/desirable location for such purpose. Please indicate the location of each submitted property, its proximity to the UC Merced campus, and its proximity to available public transportation. Commute times to the University will be a factor weighted heavily in the selection process. Shuttle service shall be provided by UCM. If proposed property location is outside of the current shuttle route area, the University shall factor in the cost for providing additional shuttle/bus service to such proposal evaluations.

3.4 Facilities

The University invites proposals for (1) a master lease of an existing Facility(ies) owned by Proposer and/or (2) a master lease of a Facility currently under construction or to be built by Proposer.

3.5 Existing Facility

The University is seeking Proposals for an exclusive short term lease for student-oriented housing comprising 460 beds and related amenities in an existing Facility located in close proximity to the campus, to be delivered vacant to Tenant by successful proposers ("Owners") no later than July 1, 2016. Multiple leases of smaller facilities will be considered, but in no event may a Facility contain fewer than 50 units. Facility or Facilities must be in operation prior to lease execution to be eligible for consideration. The successful proposal(s) will incorporate all or most of the potential lease terms set forth below as possible, combined with a competitive rent proposal. Failure to incorporate any of the requirements below may result in a lower score or elimination from further consideration, depending on the failure. These terms are not binding on the University; any obligation on the part of the

University is subject to the negotiation, execution and delivery of a lease satisfactory to the University in its sole discretion.

3.5.1 Existing Facility Detailed Information

Provide photos of the proposed Facility(ies), parking area, and typical units. State what characteristics set your property apart. Describe unique examples of service or added value.

Proposers shall include detailed Facility information about your proposed building/units including, but not limited to, the following:

1. Address,
2. Total number of units,
3. Unit types (number of bedrooms, bathrooms, etc.),
4. Unit size for each unit type (square footage),
5. Age of building,
6. Condition of building,
7. Interior improvements made,
8. Ability to lock interior bedrooms – type of lockset,
9. Community room(s) (e.g., dimensions, capacity, furniture, amenities, etc.)

3.5.2 Tenant's Use

Tenant shall have the right to use and occupy the Premises solely for the purpose of providing housing for its students and affiliates. At the discretion of the University, alternate use of rooms may include UC employees, University-approved visitors, guests, contractors, etc.

3.5.3 Lease Term:

Three (3) to five (5) years, contingent upon delivery of the vacant premises no later than July 1, 2016.

3.5.4 Delivery Date:

The entire premises shall be available to Tenant for occupancy no later than July 1, 2016. Owner shall provide University assurances for availability, completion, etc. (e.g., permits, accessibility, seismic, etc.).

3.5.5 Prevailing Wage:

University policy requires payment of prevailing wage rates by contractors and subcontractors on construction and maintenance contracts when the University will be a lessee using more than 50 percent of the assignable square feet of the project in which the construction will be performed regardless of the source of funds, land ownership, or contract documents used. Owner shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices).

3.5.6 Date of Possession:

Delivery of the vacant facility as agreed, satisfactory inspection by Tenant, execution of a lease between Owner and Tenant for the premises, and delivery of the required certificates of insurance.

3.5.7 Commencement Date:

Date of possession.

3.5.8 Base Rent:

Rent shall be proposed per type/size of unit per month, commencing on the Commencement Date and payable monthly for the remaining term of the lease.

3.5.9 Base Rent Includes:

Custodial, common area maintenance including custodial and building and grounds, security, facility repairs other than to furniture, capital maintenance, trash removal, shuttle service if required (see Attachment 2 - Appendix A), life guard if pool is an offered amenity, Owner insurance. (Provide cost on section Cost Sheet. Do NOT provide cost here.)

3.5.10 Utilities:

Utilities shall be separately metered by unit. Tenant to pay for separately metered electric, gas, water and sewer, and Internet and cable for the Premises. Common Area utilities shall be metered separately from the residential units. Owner shall provide Tenant with an itemized monthly invoice for Common Area utilities and maintenance. (Provide cost on section Cost Sheet. Do NOT provide cost here.)

3.5.11 Amenities:

The Facility(ies) must offer the amenities set forth in Appendix A.

3.5.12 Required Condition:

Owner will deliver the units in fully code-compliant condition, with fire, smoke and CO detectors, new carpet, new paint, and kitchen appliances, blinds, plumbing, security and lighting in good working order. Tenant will address code, safety and logistical considerations in its inspections.

3.5.13 Parking:

The Facility(ies) must have at least one parking space per unit, preferably one space per bedroom.

3.5.14 Signage:

Signage must be approved in advance by Tenant. Owner must obtain the necessary approvals for signage under applicable regulations of the City of Merced.

3.5.15 Owner Financial Information:

Owners to provide three years of financial statements satisfactory to the Tenant or three years of Federal tax returns. If a corporation with assets in excess of \$5 million, then three (3) years of audited corporate financial statements are required.

3.5.16 Hours of Operation:

Owner shall operate the Premises 24 hours a day, 7 days a week, 52 weeks a year, including on all Federal and State holidays.

3.5.17 Exclusivity Rights/Restrictions:

Only affiliates and guests of the University of California, Merced may occupy the premises during the term of the lease without the prior consent of the Owner.

3.5.18 Renewal Options:

Two (2) three-year extensions at the option of the University with the same terms and conditions.

3.5.19 Security Requirements:

See Appendix A.

3.5.20 Seismic Requirements:

The leased Premises must comply with the University's Seismic Safety Policy (see Attachment 1). Owner shall be responsible for providing the applicable documentation, either a Certificate of Applicable Code, or a seismic evaluation showing that the Premises meet(s) the requirements of the University's Seismic Safety Policy.

3.5.21 CEQA:

Subject to University CEQA review.

3.5.22 Accessibility:

Subject to University review and approval for accessibility.

3.5.23 Safety Requirements:

The University's Fire Marshal shall inspect the properties prior to signing the lease to ascertain whether the properties are code compliant. All the systems referenced below and any other fire safety protection features must have current inspection records in accordance with the California Code of Regulations:

1. Fire sprinklers: All off campus student housing must have fire sprinklers.
2. Smoke alarms must be in compliance with the California Building Code.
3. Carbon Monoxide detectors must be in compliance with the California Building Code.

4. Provide detailed information on the fire alarm system(s) (i.e., manual pull stations, fire alarm control panels, etc.).
5. Provide detailed information on any/all fire extinguishers on the premises.

3.5.24 Sustainability Requirements:

Recycling facilities must be within a 1-minute walk of each unit and sufficient in size to recycle all of the recyclable trash generated by residents of a facility of this size. The University supports green building management practices which should be followed in managing the premises. Please propose how you can support these practices. What sustainable products/practices do you regularly use/perform?

3.5.25 Property Management Plan:

Provide an organization chart indicating on-site management and staffing commitments and off-site management structure. Set forth the quality assurance and quality control plan for the facility. Provide a chart of response times and fees in the format below. Fees will be fixed for the term of the lease and subject to a one-time adjustment in accordance with the increase in the Consumer Price Index upon the exercise of each option.

| Service | Response Time in Minutes | | | Fee per, if any |
|--|--------------------------|------------------------------|----------|-----------------|
| | Weekdays | Weekday Evenings After _____ | Weekends | |
| Requests by tenants for maintenance service | | | | |
| Pest control service | | | | |
| Lockout and re-key service | | | | |
| Detail cleaning at turnover | | | | |
| Non-routine maintenance or damage | | | | |
| Key deposit collection | | | | |
| Key deposit refund | | | | |
| Key re-cores | | | | |
| [Add any and all services for which fees are proposed to be charged] | | | | |

3.6 New Facility

The University is seeking Proposals for an exclusive 5-year lease for student-oriented housing comprising 460 beds and related amenities in a Facility to be built by successful Proposers (“Owners”) in close proximity to the campus, and to be fully permitted and ready for Tenant occupancy no later than July 1, 2016. Smaller facilities will be considered, but in no event may a Facility contain fewer than 50 units. The successful proposal(s) will incorporate as many of the potential lease terms set forth below as possible, combined with a competitive rent proposal. These terms are not binding on the University; any obligation on the part of the University is subject to the negotiation, execution and delivery of a lease satisfactory to the University in its sole discretion.

3.6.1 **New Facility Detailed Information**

Provide photos of the proposed Facility(ies), parking area, and typical units. State what characteristics set your property apart. Describe unique examples of service or added value.

Proposers shall include detailed Facility information about your proposed building/units including, but not limited to, the following:

1. Address
2. Total number of units
3. Unit types (number of bedrooms, bathrooms, etc.)
4. Unit size for each unit type (square footage)
5. Interior improvements made
6. Community room(s) (e.g., dimensions, capacity, furniture, amenities, etc.)

3.6.2 **Tenant's Use**

Tenant shall have the right to use and occupy the Premises solely for the purpose of providing housing for its students and affiliates. At the discretion of the University, alternate use of rooms may include UC employees, University-approved visitors, guests, contractors, etc.

3.6.3 **Lease Term:**

Five (5) years, contingent upon delivery of the premises and issuance of a final Certificate of Occupancy no later than July 1, 2016. Tenant will be released from all obligations under the lease if the Certificate of Occupancy is not issued on or before July 1, 2016. A longer term of up to ten years will be considered but a five-year term will be scored more favorably than a longer term.

3.6.4 **Delivery Date:**

The entire premises shall be available to Tenant for occupancy no later than July 1, 2016. Should Owner fail to deliver the premises with all required permits by that date, Owner shall provide at its sole expense lodging for the total programmed student occupants in hotels located in Merced, CA acceptable to the Tenant in its sole discretion and provide shuttle service to and from such hotel(s) until the premises are constructed and delivered as agreed, the Certificate of Occupancy is delivered, and the required certificates of insurance are delivered to Tenant.

3.6.5 **Prevailing Wage:**

University policy requires payment of prevailing wage rates by contractors and subcontractors on construction and maintenance contracts when the University will be a lessee using more than 50 percent of the assignable square feet of the project in which the construction will be performed regardless of the source of funds, land ownership, or contract documents used. Owner shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices).

3.6.6 Date of Possession:

Upon execution of a lease between Owner and Tenant for the premises construction and delivery of the facility as agreed, issuance of the Certificate of Occupancy, and delivery of the required certificates of insurance.

3.6.7 Commencement Date:

Sixty (60) days after date of possession and issuance of Certificate of Occupancy.

3.6.8 Base Rent:

Rent shall be proposed per type/size of unit per month, commencing on the Commencement Date and payable monthly for the remaining term of the lease. (Provide cost on section Cost Sheet. Do NOT provide cost here.)

3.6.9 Base Rent Includes:

Custodial, common area maintenance including custodial and building and grounds, security, facility repairs other than to FF&E, capital maintenance, trash removal, shuttle service if required (see Appendix A) life guard if pool is an offered amenity, Owner insurance.

3.6.10 Utilities:

Utilities shall be separately metered by unit. Tenant to pay for separately metered electric, gas, water and sewer, and Internet and cable for the premises. Utilities shall be separately metered by unit except for Common Area utilities, which shall be metered separately from the residential units. Owner shall provide Tenant with an itemized monthly invoice for Common Area utilities and maintenance

3.6.11 Owner Work:

Owner will develop and submit to Tenant for review schematic, detailed design and construction drawings for a 460-bed market-oriented residential complex with the amenities set forth in Appendix A. Schedule will be developed to establish deadlines for design submissions and Tenant review periods. Tenant will address code, safety and logistical considerations in its review. Owner will deliver premises to Tenant in a completely finished unfurnished condition with a final Certificate of Occupancy.

3.6.12 Parking:

The Facility(ies) must have at least one parking space per unit, preferably one space per bedroom.

3.6.13 Signage:

Signage must be approved in advance by Tenant. Owner must obtain the necessary approvals for signage under applicable regulations of the City of Merced.

3.6.14 Owner Financial Information:

Owners and contractor to provide three years of financial statements satisfactory to the Tenant or three years of Federal tax returns. If a corporation with assets in excess of \$5 million, then three years of corporate financial statements are required. Owners and contractor must demonstrate the ability to obtain performance bonds in the amount of the cost of the construction project.

3.6.15 Hours of Operation:

Owner shall operate the Premises 24 hours a day, 7 days a week, 52 weeks a year, including on all Federal and State holidays.

3.6.16 Exclusivity Rights/Restrictions:

Only affiliates and guests of the University of California, Merced may occupy the premises during the term of the lease without the prior consent of the Owner.

3.6.17 Renewal Options:

Two (2) three-year extensions at the option of the University with the same terms and conditions.

3.6.18 Security Requirements:

See Appendix A.

3.6.19 Seismic Requirements:

The leased Premises must comply with the University's Seismic Safety Policy. Owner shall be responsible for providing the applicable documentation, either a Certificate of Applicable Code, or a seismic evaluation showing that the Premises meet(s) the requirements of the University's Seismic Safety Policy.

3.6.20 CEQA:

Subject to University CEQA review.

3.6.21 Accessibility:

Subject to University review and approval for accessibility.

3.6.22 Safety Requirements:

Campus Fire Marshal and Environmental Health & Safety review.

3.6.23 Sustainability Requirements:

Recycling facilities must be within a 1-minute walk of each unit and sufficient in size to recycle all of the recyclable trash generated by residents of a facility of this size. The University supports green building management practices which should be followed in managing the premises. Please

propose how you can support these practices. What sustainable products/practices do you regularly use/perform?

3.6.24 Property Management Plan:

Provide an organization chart indicating on-site management and staffing commitments and off-site management structure. Set forth the quality assurance and quality control plan for the facility. Provide a chart of response times and fees in the format below. Fees will be fixed for the term of the lease and subject to a one-time adjustment in accordance with the increase in the Consumer Price Index upon the exercise of each option.

| Service | Response Time in Minutes | | | Fee per, if any |
|--|--------------------------|------------------------|----------|-----------------|
| | Weekdays | Weekday Evenings After | Weekends | |
| Requests by tenants for maintenance service | | | | |
| Pest control service | | | | |
| Lockout and re-key service | | | | |
| Detail cleaning at turnover | | | | |
| Non-routine maintenance or damage | | | | |
| Key deposit collection | | | | |
| Key deposit refund | | | | |
| Key re-cores | | | | |
| [Add any and all services for which fees are proposed to be charged] | | | | |

3.7 Owner’s Obligations

Owner shall be responsible for the payment of all real estate taxes and all structural, roof maintenance, repair and (if necessary) replacement, exterior painting, utility work, appliance replacement, carpet replacement, Tenant Improvements (TIs), and building and fire code compliance (including specifically fire alarm maintenance and repair).

3.8 Insurance

Insurance requirements shall be as determined by the campus Risk Manager.

3.9 Experience and Reference Information

The successful Proposer shall have an excellent record as a provider/manager of housing units/complexes similar to the type and scope detailed in this RFP. Please respond to Existing Facility or New Facility requirements below, whichever is appropriate.

3.10 Existing Facility

Describe your background and experience in providing the specifications outlined in this RFP. Include experience for this type/scope including, but not limited to:

1. Property management
2. Description of any litigation in which the Proposer or major team member was a defendant (past five years or pending) or any bankruptcy filing by them or an entity they controlled (minimum past ten years)
3. Professional and project references
4. Years this housing unit has been owned by Proposer?
5. How many other housing units are owned by Proposer in Merced? Elsewhere?
6. How many housing units are managed by this Proposer? Or do you use a third party management company? If so, identify the management company's qualifications including names and addresses of complexes currently managed, size of such complexes in units, years each property has been managed by this management company, and a reference contact at the owner of each property.

3.11 New Facility

Describe your background and experience in providing the specifications outlined in this RFP for New Facility(ies). Include experience in construction similar to this type and scope including, but not limited to:

1. The type of construction (e.g., housing, apartment buildings, etc.). Include Owner/company, project name and location, construction value, financing size, construction start/end dates, percentage of work completed, project outcome or current status.
2. Property management
3. Description of any litigation in which the Proposer or major team member was a defendant (past five years or pending) or any bankruptcy filing by them or an entity they controlled (minimum past ten years)
4. Professional and project references. Include Owner/company name, project name and location, name of company and contact/reference, reference's title/position, reference's phone/fax/email, and total project cost.
5. How many other housing units are owned by Proposer in Merced? Elsewhere?
6. How many housing units are managed by this Proposer? Or do you use a third party management company? If so, identify the management company's qualifications including names and addresses of complexes currently managed, size of such complexes in units, years each property has been managed by this management company, and a reference contact at the owner of each property.

4 Terms and Conditions

4.1 General

The terms and conditions governing any lease resulting from this RFP shall be pursuant to the attached Standard Lease Form (Attachment 3) and those contained in this document. The University reserves the right to negotiate provisions in addition to those stipulated in this RFP or proposed by Proposer for the purpose of obtaining the best possible contract.

4.2 Data Security

Terms and conditions applicable to data security are defined in the document titled University of California – Data Security – Appendix DS available at http://procurement.ucmerced.edu/Documents/pdf/terms-conditions/appendix_ds.pdf.

4.3 University of California Employees

All proposals must indicate any/all known University of California employees and/or near relatives who hold a position in your organization or have been engaged as a consultant for your organization within the last two years. Also indicate any known University of California employees or near relatives that own or control more than a ten percent (10%) interest in your organization. If there are none, so state.

4.4 Conflict of Interest

Proposer shall not hire any officer or employee of the University to perform any service covered by this agreement.

Proposer affirms that to the best of their knowledge there exists no actual or potential conflict between Proposer, Proposer's relatives, officers, employees, agents, or financial interest and the service provided under this agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the University.

Proposer 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 Proposer.

4.5 Ethics

Proposer will exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University.

Throughout the term of any agreement resulting from the RFP, Proposer will not accept any employment or engage in any work which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP. The Proposer and

its employees will not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Proposers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. The Proposer will immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

4.6 University's Right to Reject or Modify

Selection of a proposal does not mean that all aspects of the proposal(s) are acceptable to the University. The University reserves the right to negotiate the modification of the proposal terms and conditions prior to the execution of a contract, to ensure a satisfactory procurement.

4.7 Supplemental Terms and Conditions/Modifications

Any supplemental terms or conditions, or modification or waiver of these terms and conditions must be in writing and signed by Proposer and University.

4.8 Performance Standard

All work performed shall be first class in every respect and shall conform to the highest standards of the industry.

4.9 Marketing References

The successful proposer shall be prohibited from making any reference to University, in any literature, promotional material, brochures, or sales presentations without the express written consent of the University.

4.10 Disclosure of Records

All bids, supporting materials, and related documentation will become the property of University. This Request for Proposal, together with copies of all documents pertaining to any award, if issued, shall be kept for a period of seven (7) years from date of contract expiration or termination and made part of a file or record which shall be open to public inspection. If the response contains any trade secrets that should not be disclosed to the public or used by University for any purpose other than evaluation of your approach, the top of each sheet of such information must be marked with the following legend:

"CONFIDENTIAL INFORMATION"

All information submitted in response to this solicitation must be open to public inspection (except items marked as trade secrets and considered trade secrets under the California Public Records Act) after the award has been made. Should a request be made of University for information that has been designated as confidential by the Proposer and on the basis of that designation, University denies the request for information, the Proposer will be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

4.11 Audit Requirement

Any agreement resulting from this RFP shall be subject to an examination and audit by the University and the State of California for a period of seven (7) years after final payment. The examination and audit shall be confined to those matters connected with the performance of the agreement, including but not limited to the costs of administering the agreement.

4.12 Price Reasonableness

Proposer certifies that prices quoted in proposals submitted in response to this RFP are the lowest prices quoted to any other University, governmental agency, other educational customer or similar customer.

4.13 Post-Qualification

All proposals submitted from Proposers who have not been pre-qualified as a Proposer to the University will be subject to post-qualification. Qualified status is based on such factors as financial resources, past performance with the University of California, delivery capability, experience, organization, personnel, technical skills, operations controls, quality control and other related factors which may be an indicator of a Proposer's ability to perform. Judgment of the capability of any Proposer or subcontractor is at the sole discretion of the University.

4.14 Oral Presentations

Proposers selected for final evaluation may be required to make an oral presentation of their proposal or provide a tour of the proposed Facility(ies). Such presentations and/or tour also provide an opportunity for the Proposer to clarify their proposal to ensure a mutual understanding. Scheduling of time and location for these presentations and/or tour will be arranged by the UC Merced Procurement Services Department. Failure to comply with this scheduling procedure may result in Proposer disqualification.

5 Method of Award

5.1 Proposal Evaluation Method

The contract(s) resulting from this RFP, if any, shall be awarded to the responsive, responsible Proposer(s) whose proposal is determined to be the most advantageous to the University taking into consideration the evaluation factors set forth in the solicitation. Proposers that meet the University's minimum qualification level will be further evaluated based on the criteria listed below.

Award shall be made based on the Best Value method as determined by the University. "Best Value", for purposes of this RFP, means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the University, achieved through methods in accordance with this section and determined by objective performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services.

The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the University's requirements. Submission of partial data may result in Proposer being deemed non-responsive. If there are any requirements defined in this RFP which are not included in a Proposer's bid at closing date of bid, a Proposer's bid will be deemed non-responsive and will be rejected.

5.2 Evaluation Criteria

Points will be awarded to each proposal based on the following:

1. Location
2. Unit/Complex Accommodations & Facilities
3. Owner Development and Construction Expertise (in the case of new construction)
4. Management/Support/Commitment
5. Cost/Affordability (pricing shall be submitted separately from main proposal)

5.3 Selection of Finalists

Proposers whose proposals are evaluated will be reviewed based on the University's anticipated needs. In the event that the University determines that the scores are close enough to warrant further evaluation, UC may elect to declare two or more Proposers with the best overall score(s) as Finalists, and conduct a second stage of evaluations.

If it is determined to be in the best interests of the University, the Proposers identified as Finalists may be invited to undergo further evaluation. If the Finalists express an interest in continuing to participate in the evaluation process, the University may elect to request presentations, site visits, and/or functional demonstrations. Finalists may be asked to provide additional information, including additional references.

Finalists shall be awarded additional points based on the quality of their presentations/site-visits, etc. and how well their facilities as presented, will meet the University's needs.

Finalists may also be requested to submit a best and final cost proposal offer.

5.4 Contract Award in Best Interest

The University does not guarantee any specific amount of business forthcoming from this RFP. The University reserves the right to accept or reject proposals on each item separately or as a whole, to make one award, multiple awards or no award, to reject any or all proposals without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the University may require in order to obtain the product(s) and/or services which best meets the needs of the University, as expressed in this RFP.

The University reserves the right to negotiate the modification of, terms and conditions with the proposer offering the best value to the University, in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory contract.

6 Cost Sheet

Cost proposals must include sufficient itemization to enable the University to uniformly evaluate the cost elements of all proposals. If cost proposals are not complete and/or do not clearly indicate all cost elements for cost comparison purposes, proposals may be rejected by the University. All prices are to be inclusive of all costs. If the Proposer offers early payment discounts, the conditions to qualify for the discounts shall be described fully in the Proposal.

Provide the following pricing information below. ***Do not include pricing in any other section of your proposal.***

6.1 Selected Option (Existing Facility or New Facility Construction)

Indicate whether you are proposing an Existing Facility or a New Facility. If a New Facility, state if it is to be constructed or already under construction.

6.2 Proposed Rent

Based upon the master lease terms and conditions, as well as the other requirements set forth in this RFP, please indicate the rent you would require University to pay on a monthly basis for the submitted properties. State the monthly rate per type of unit (e.g., 1-bedroom, 2-bedroom, etc.). Monthly rent shall include all costs as indicated in the specifications.

6.3 Common Area Costs

Submit the estimated utilities and maintenance costs for the Common Area(s), which shall be metered separately from the residential units.

6.4 Other Costs

Detail and itemize any other costs to the University associated with the lease of your proposed facilities.

6.5 Alternate Proposals

Proposers may submit alternate proposals. Alternate proposals will be considered only if the original requirements of the RFP are met in the manner specified and not in lieu of the original requirements. Alternate proposals are to be submitted at the time of original proposal. They are to be separate from the original proposal and clearly marked "ALTERNATE PROPOSALS".

7 Proposer Certification/Signature Page

AUTHORIZED SIGNATURE: The proposal must be signed with the full name and address of the Proposer; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

As a vendor of goods and services to the University of California I/we certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/our control, and that I/we adhere to the principals set forth in Executive Order 11246 and 11375, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women, to take affirmative steps to hire and promote women, to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment, to communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large to provide the University on request a breakdown of our total labor force by ethnic group, sex, and job category, and to discuss with the University our policies and practices relating to our affirmative action program.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION. 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, 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, 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.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal, for Proposal number UCM1201KM University of California, Merced are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PRINT NAME OF AUTHORIZED SIGNATURE

TELEPHONE NO. WITH AREA CODE

8 Attachments

- Attachment #1 Appendix A
- Attachment #2 Seismic Safety Policy (required)
- Attachment #3 Sample master lease - "Standard Lease Form" (required)

Attachment 1

APPENDIX A

Required Features:

1. Ideally, projects will be located within the boundaries of "R" Street, McKee Road, Main Street, and Bellevue Road in Merced, California, and be a suitable/safe/desirable location for such purpose.
2. If not located in the above area, the additional cost of University-provided shuttle service from 7 am to 11:30 pm will be factored into the cost of the proposal.
3. Unit configuration: up to 2 bedrooms, each at least 12' x 12', with 2 baths and a common living area including, at a minimum, a kitchenette with two burners, a refrigerator, sink, and dishwasher.
4. Studio apartments must be at least 480 asf with a full size kitchen and bathroom. One bedroom apartments must be at least 650 asf with a full size kitchen and bathroom, and sleeping bedroom that is at least 12'x12'. Two bedroom apartments must be at least 800 asf with a full size kitchen, two full size bathrooms, and sleeping bedrooms that is at least 12' x 12'.
5. Within a 10-minute walk to grocery shopping.
6. At least one (1) parking space per unit (preferably one space per bedroom) and shall be within a 1 minute walk of the unit.
7. Cabling for Internet access in every bedroom and the common area of each unit.
8. Cabling for telephone in every bedroom (phone plan optional at sub-tenants' discretion).
9. Green building management practices and easy to use and properly sized recycling facilities within a 2-minute walk of each unit.
10. Interior and exterior lighting similar to the lighting provided by the University in and around its residence halls and acceptable to the University.
11. Gated access or CCTV with active security monitoring.
12. Bicycle storage for 30% of all regular apartment occupants.
13. Laundry room facilities.

Desirable amenities:

1. Function room with kitchen.
2. Swimming pool (lifeguard to be provided by Owner at all times that the pool is open).
3. Exercise facilities.
4. Shipping and receiving retail vendor (UPS Store, FedEx, Postal Connections) within 5 minute walk.



Seismic Safety Policy

| | |
|--------------------------------|---|
| Responsible Officer: | Executive Vice President – Business Operations |
| Responsible Office: | Capital Resources Management |
| Original Issuance Date: | 1/16/1975 |
| Date of Last Revision: | 9/15/2014 |
| Effective Date: | 9/15/2014 |
| Scope: | All locations of the University of California within the United States |

| | |
|----------------|---|
| Contact | Associate Vice President, Capital Resources Management |
|----------------|---|

- I. Policy Summary
- II. Definitions
- III. Policy Text
- IV. Compliance / Responsibilities
- V. Procedures
- VI. Related Information (Forms, hyperlinked references)
- VII. Frequently Asked Questions (not used)
- VIII. Revision History

I. POLICY SUMMARY

The purpose of this policy is to the maximum extent feasible by present earthquake engineering practice to provide an acceptable level of earthquake safety for students, employees, and the public who occupy University buildings and other facilities, at all locations of University operations and activities.

II. DEFINITIONS

Campus Building Official: designated campus administrator who ensures code compliance for all campus projects by appropriate reviews and inspection in accordance with CBC.

CBC: California Building Code, Title 24 portion of the CCR.

CCR: California Code of Regulations.

Consulting Structural Engineer (CSE): a structural engineer duly licensed by the State of California (or by the state where the building is located), with demonstrated experience in field investigation and analysis of earthquake damage, site-specific seismic forces, and design of structural systems to resist seismic forces, A University of California employee may not perform this function (except that a licensed faculty member otherwise qualified may serve in this capacity).

EOR: Engineer-of-Record, a registered structural engineer responsible for the structural design of the structure.

Existing Building: A building that is already erected.

Independent Seismic Peer Review: an objective technical review by an independent reviewer to provide independent, knowledgeable review of potential buildings or other facilities prior to University lease, licensing, or acquisition by purchase or other title transfer (Section G) also provides a measure of additional assurance regarding performance and safety of new construction, and repair or renovation of existing buildings. The reviewer shall not be an employee of the University (except that a licensed faculty member otherwise qualified may serve in this capacity).

Responsible Official: As used in this Policy, the Chancellors, the Executive Vice President-Business Operations, the Vice President-Agriculture and Natural Resources, and the Director-Lawrence Berkeley National Laboratory. This responsibility may not be delegated, except for responsibilities specifically delegated in this Policy.

III. POLICY TEXT

The University shall lease, license, acquire, build, maintain, repair and rehabilitate buildings and other facilities to provide an acceptable level of earthquake safety for students, employees, and the public who occupy those buildings and other facilities, to the maximum extent feasible by present earthquake engineering practice and University resources, at all locations where University operations and activities occur within the United States. Feasibility shall be determined by weighing practicality and the cost of protective measures against severity and probability of injury resulting from seismic occurrences.

This Policy addresses

- A. Survey of Existing Buildings and Other Facilities;
- B. Interim Use Plans;
- C. Program for Abatement of Seismic Hazards of Existing Buildings and Other Facilities;
- D. Seismic Rehabilitation Standards;
- E. Post Earthquake Response;

- F. Standards for New Construction and Renovation;
- G. Independent Seismic Peer Review;
- H. Special Considerations; and
- I. Standards for Lease, License, Acquisition by Purchase or other Title Transfer.

For facilities located outside the United States, the Responsible Official should coordinate with the UC Office of President for appropriate actions.

A. Survey of Existing Buildings and Other Facilities

Each Responsible Official is charged to engage a consulting structural engineer (CSE) who shall examine existing buildings and other facilities and report on the adequacy of the resistance of such existing campus buildings and other facilities to seismic forces based on:

1. conformance to current seismic provisions of California Code of Regulations (CCR), Title 24, Part 2, CBC for existing buildings;
2. the CSE's professional evaluation of existing buildings' anticipated seismic performance, based on Performance Levels I through VII¹ as defined in Tables A.1 and A.2, with respect to the degree of risk to life or safety of persons but not necessarily in strict conformance with the above specific seismic provisions;
3. identification of potential falling hazards² that pose a significant life or safety hazard to occupants; and,
4. a written technical discussion of the basis for the building's performance level rating (as defined in Appendix A).

The CSE's report shall include recommendations for resolving any noted deficiencies, priorities for abatement of seismic hazards, and estimates of costs for correcting seismic deficiencies and associated life safety work in accordance with this policy.

B. Interim Use Plans

For each building or other facility identified in the CSE's report as meeting Performance Levels V, VI, or VII³ the Responsible Official shall develop and implement an Interim Use Plan, for the period until the building or facility is vacated and the seismic hazards are abated. Such plan shall clearly indicate the proposed interim use, specific dates for evacuation, and any temporary emergency measures to reduce the risk to life and safety during the interim use period. The Plan shall:

¹ Formerly expressed as *Good, Fair, Poor, or Very Poor*; see [Appendix A](#)

² For purposes of seismic performance ratings, *falling hazards* are interior and exterior building elements that may fall or slide during an earthquake, including parapets, ornamentation, chimneys, walls, and partitions, but excluding equipment, fixtures, ceilings, furniture, furnishings, and other contents. The excluded elements should not be considered in the determination of the seismic performance rating of a building or structure but any associated risk should be abated as soon as possible.

³ Formerly expressed as *Poor* or *Very Poor*; see [Appendix A](#),

1. Consider alternatives to undiminished continued use and occupancy of the building or facility, including partial evacuation, temporary emergency measures, reduction in use, rehabilitation, or combinations of these alternatives;
2. Develop and implement an Interim Use Plan for each building or other facility as detailed in Section B, below;
3. Incorporate such buildings and other facilities in the Program for Abatement of Seismic Hazards as detailed in Section C, below; and
4. Take appropriate action as soon as practicable.

The Responsible Official shall incorporate any related capital costs into the campus Ten-Year Capital Financial Plan, including a financial feasibility analysis and funding plan, and shall submit annual updates to UCOP Capital Resources Management. Interim Use Plans shall be updated if they are revised, or if new information regarding the level of seismic safety is determined by additional studies or information, and then submitted to the UCOP Office of General Counsel.

C. Program for Abatement of Seismic Hazards

Each Responsible Official shall develop a *Program for Abatement of Seismic Hazards* in existing buildings and other facilities within their respective jurisdictions and shall establish priorities for seismic rehabilitation projects in accordance with this policy. The program will take into account:

1. proposed fire protection work as required by fire protection regulations in the CBC;
2. other proposed work involving environmental health and safety considerations; and
3. reasonable and prudent rehabilitation for functional and programmatic improvements.

The *Program for Abatement of Seismic Hazards* shall include identification, temporary and permanent correction of potential earthquake falling, sliding, or rupturing hazards such as, but not limited to, interior and exterior building elements, utilities, equipment, fixtures, furnishings, and other contents that could be dislodged, fall, overturn, slide, or rupture during a seismic disturbance. Temporary measures to reduce the risks of injury pending permanent corrective action shall be considered and implemented as possible. The Responsible Official shall consider and implement temporary measures to reduce the risks of injury pending permanent corrective action when feasible, as noted under Section B, *Interim Use Plans*.

When funds for seismic rehabilitation are limited, the program developed by the Responsible Official may include a phased rehabilitation program for selected buildings. The first phase goal shall be reducing the greatest life and safety hazards of the structure, such as reducing the potential of partial building collapse and/or reducing falling hazards at building entrances and along adjacent walkways. Later phases, performed when funds are available, would complete the seismic rehabilitation program of the structure. A CSE shall assist the Responsible Official in establishing scope of work in each phase of a rehabilitation program.

The Responsible Official shall incorporate any related capital costs into the campus Ten-Year Capital Financial Plan, including a financial feasibility analysis and funding plan, and shall submit annual updates to the President. The Program shall also include plans for abatement and rehabilitation as needed for projects below the threshold for the Capital Financial Plan.

D. Seismic Rehabilitation Standards

In conducting seismic rehabilitation projects, the University shall seek to provide, at a minimum, an acceptable level of earthquake safety based on the protection of life and prevention of personal injury, insofar as predictable, at a level of safety equivalent to that which would be established by compliance with current CBC seismic provisions for existing buildings. The University will address ground motions at the site and other geologic hazards considered in accordance with one or more of the methodologies specified in CBC. The seismic rehabilitation shall reconstruct buildings and other structures to a Performance Level ranking of I, or III⁴ (per Table A.1, Appendix I) depending on occupancy, and based on current practice of earthquake engineering. All Seismic Rehabilitation projects shall follow the requirements for Independent Seismic Peer Review (Section III G).

E. Post Earthquake Response

Each campus or University location shall maintain an emergency response plan for use in the event of a damaging earthquake. The plan shall consider structural condition; hazardous materials; fire and life safety of all facilities; health and safety issues applicable to each site; coordination/communication with emergency operations centers; procedures for inspection; and a prioritized list of university buildings including all essential services facilities, critical utilities, and high risk or high occupancy buildings . Campus units that may be involved in the emergency response include facilities planning, design, and construction; plant operations; environmental health and safety; fire marshal; public safety; campus health services; and housing. The Campus Building Official shall verify that various persons or firms performing structural inspections have appropriate qualifications and/or certifications required for such work.

After a damaging earthquake, the emergency response plan is activated as established by the campus. Preliminary rapid damage assessment protocols should be completed as quickly as possible, and trained evaluators shall post placards or ‘tag’ each building based on ATC 20-2, or other currently acceptable standards, in the following manner:

| | |
|--------|---|
| Green | INSPECTED - Lawful occupancy permitted |
| Yellow | RESTRICTED USE - Entry, occupancy, and lawful use are restricted as indicated below |
| Red | UNSAFE - Do not enter or occupy. |
| White | (optional) Building has NOT been inspected |

⁴ Formerly expressed as *Good*; see [Appendix A](#),

When so notified, the University police will restrict occupancy of or entry to all buildings so identified to persons authorized by the Campus Building Official. University buildings and facilities damaged by earthquakes shall be repaired and occupied in compliance with the CBC for existing buildings, and consistent with university policies..

F. Standards for New Construction and Renovation

The design and construction of buildings on University premises shall comply, at a minimum, with the current seismic provisions of CBC for new or existing buildings as appropriate. All aspects of the structural design for each individual building of a UC project shall be under the responsible charge of one licensed, registered Professional Engineer or Structural Engineer that serves as the EOR for the structural design of the project through completion of construction. The structural design includes the design of the structural frame; lateral force-resisting system; foundations; structural aspects of the building, skin/façade; and support and anchorage of equipment, building systems and architectural features. The EOR has the responsibility for the structural aspects of the entire project and must sign and stamp all final documents, including deferred submittals, for which he/she is in responsible charge.

An independent seismic peer review (Section III.G) shall be conducted on all capital projects, whether new construction or renovation, that involve structural design and that are intended for human occupancy or which affect life or safety of the occupants. The Campus Building Official shall provide for the selection of the reviewer, and plan for the review.

Independent seismic peer review is optional and at the discretion of the Responsible Official, for:

1. one and two-story wood-framed buildings of less than 3,000 square feet
2. buildings not intended for human occupancy
3. University hospitals (under the jurisdiction of the Office of Statewide Health Planning and Development); K-12 schools (under the jurisdiction of the Division of the State Architect)
4. Community Colleges on University land that are plan checked, permitted, and inspected by the Division of the State Architect.
5. Small projects that the Campus Building Official determines do not involve structural work requiring design by a consulting engineer and do not alter lateral structural systems.

G. Independent Seismic Peer Review

When seismic peer review is required, the review shall be conducted by a CSE, who shall be contracted for and paid directly by the University. The Responsible Campus Building Official shall select the CSE.

The purpose of a peer review is to assure quality and provide a measure of additional assurance regarding performance and safety of the completed project. It is an objective

technical review by an independent, knowledgeable reviewer(s) experienced in structural, analysis, and seismic performance issues. The purpose is to verify that seismic response characteristics of the structural design are well considered, appropriate, and acceptable. The review provides the EOR with a qualified technical opinion on the structural engineering approaches used and the resulting design.

H. *Special Considerations*

1. Private buildings constructed on UC Land: When a private developer constructs a building on land owned or controlled by the UC or any of its foundations or entities, then the project shall be peer reviewed in accordance with this Policy.
2. Geotechnical Investigations: Any geotechnical investigation conducted for a project shall include consideration of the seismically induced site failure hazards, including liquefaction, differential settlement, lateral spreading, land sliding, and surface faulting.
3. Deferred Approvals or Multiple Design Packages: Some projects include deferred submittals. This occurs on projects with non-traditional delivery, such as Design-Build, Construction Manager at Risk, or Integrated Project Delivery (IPD); or with deferred submittals of specific elements (e.g. manufactured steel or wood framing elements, stairs, MEP supports or bracing), or a portion of the project may be designed by design-build subcontractors (e.g. foundation, metal stud framing, fire suppression systems, or precast subcontractors). The structural design for such components or portions of a structure shall be under the responsible charge of a component Engineer of Record (CEOR), who shall be a California registered engineer, and must be signed or stamped by that individual. In order to establish responsibility for the overall design and component design, the project EOR and the CEOR shall have responsibility as follows:
 - a. The EOR shall establish written criteria and other requirements necessary for coordination of the components and their incorporation into the overall structural system and design before the project is released for design of the system or components. The EOR shall review the design of these elements for conformance with the established criteria prior to construction.
 - b. The design for each submittal shall include calculations indicating design criteria, applicable loads, properties, and deformation analysis as required by the EOR; plans and details indicating all structural elements of the component; assemblage of elements including, as appropriate, profiles, connections, welding, bracing, and attachments to elements designed by others. The construction documents (plans, calculations, and details) shall bear the signature of the CEOR.
 - c. Special inspection requirements specific to the deferred work must be prepared and submitted with the design documents for each deferred item.

4. **Pre-Engineered Structures:** Pre-engineered structures often provide certificates from various agencies in lieu of specific engineering and seismic calculations, and may include requirements for installation necessary to achieve the certificated performance. These structures may include ‘Butler’ style buildings, awnings and bridges. All such structures must have design documents signed and stamped by a registered California Structural Engineer. When a proposed structure is freestanding with an acceptance certificate applicable to the site’s seismic coefficients, the structure may be accepted without independent seismic peer review, provided there will be no applied loads to the structure other than the self-loads. Piping, lighting and similar elements may be attached to the structure insofar as the manufacturer’s specifications allow. Structures may be attached to existing buildings when the element has a certificate applicable to the site’s seismic coefficients without seismic peer review provided the structure to which it is attached is verified for gravity, wind, and seismic loads. If the structure’s certificate of approval does not include foundation requirements, then the foundation design shall be peer reviewed. When a trailer is placed on the ground, and the wheels are removed or are not in contact with the ground, then UC seismic requirements apply. Seismic peer review shall focus on the lateral bracing of the installation and not of the unit itself, except to verify the capacity of anchor points to transfer applied lateral loads.

I. Standards for Lease, License, Acquisition by Purchase or other Title Transfer

For leases or licenses and subsequent University occupancy, buildings and other facilities shall be rated, at a minimum, at Performance Level II or IV⁵, depending on occupancy. For acquisitions by purchase or other title transfer, and subsequent University occupancy, buildings and other facilities shall be rated at Performance Level I or III⁶, depending on occupancy.

1. The University may acquire, by purchase or other title transfer, and occupy a building rated at Performance Level II or IV⁷, depending on occupancy provided the Regents’ action item for approval of the transaction includes:
 - a. An analysis of the economic risk to the University based on a Probable Maximum Loss Report (PML)⁸, including an estimate of the total project cost to repair the building after the seismic event in the PML Report,

⁵ Formerly expressed as Fair, see [Appendix A](#)

⁶ Formerly expressed as Good, see [Appendix A](#)

⁷ Formerly expressed as Fair, see [Appendix A](#)

⁸ PML reports shall be completed following the requirements of ASTM E 2026 as Level 1 investigation for Site Stability, Building Stability, and Building Damageability where PML is defined as the scenario expected loss (SEL) in the design basis earthquake ground motion (DBE).

- b. An estimate of the total project cost to retrofit the building to achieve a Performance Level rating of I or III,
 - c. Plan to retrofit within a timeframe/plan deemed acceptable by the Regents, and
 - d. Actual compliance with that timeframe/plan.
2. The following building types are deemed adequate, and therefore do not require further evaluation:
- a. one and two-story wood-framed single-family residences less than 3,000 square feet
 - b. relocatable structures (e.g., trailers or other portable buildings), if the building does not have a gas connection.

Prior to lease, license, or acquisition, the Campus Building Official must evaluate a building's compliance with this Policy by means of an Independent Review, or by review of a completed Certificate of Applicable Code, as described below, and report to the Responsible Official on such compliance.

3. Independent Review

A CSE shall be engaged by the Responsible Official to examine the building or other facilities and to submit a report on the adequacy of the resistance of the entire building/other facility(ies) to seismic forces under the following conditions:

- a. if the building is located outside of the State of California; or,
- b. if the building is to be acquired by purchase or other title transfer; or,
- c. if the building is to be leased or licensed, and the use is as an acute care hospital, an essential services building, or K-12 school; or,
- d. if the premises to be leased or licensed are contained in a building not constructed or fully seismically retrofitted pursuant to 1976 or later edition of the Uniform Building Code; or,
- e. if the building contains any of the following conditions:
 - i. unreinforced masonry walls;
 - ii. welded steel moment frames (WSMF) constituting the primary structural system of the building which WSMFs have been subjected to a strong ground motion (approximately 0.20g or greater) since construction⁹, or may have low or limited redundancy, or discontinuity, or offsets of the moment frames;

⁹ Currently applies to WSMF buildings built before 1989 in the Santa Cruz/San Francisco Bay Area (Loma Prieta) and built before 1994 in the Los Angeles area (Northridge). It also applies to WSMF buildings in other geographic areas whose design and construction was approved by the local jurisdiction prior to the effective date of the 1998 Edition, CCR, Title 24, California Building Code that may have been subjected to this level of ground motion in any subsequent earthquakes.

- iii. flexible diaphragm-rigid walls;
- iv. apparent additions, or modifications, or repairs to the seismic resisting systems made without a permit;
- v. hillside construction on a slope steeper than 1-vertical to 3-horizontal;
- vi. multi-story structures with construction over soft-story construction on lower levels.

The independent review shall use the most current structural engineering evaluation techniques and data appropriate for the structure type, use, and age. Ground motions at the site and other geologic hazards considered shall be determined in accordance with any of the methodologies in the CBC (including site-specific studies, time-history studies, etc.). At a minimum, the review shall include a review of plans, specifications, and calculations (when available); a report on the adequacy of the resistance of such buildings and other facilities to seismic forces based on:

- f. conformance to the current seismic provisions of the CBC for existing buildings;
- g. the reviewer's professional evaluation of their anticipated seismic performance, expressed in terms of Performance Levels I through VII¹⁰ with respect to degree of risk to life and safety of persons but not necessarily in strict conformance with the above specific seismic provisions;
- h. identification of potential falling hazards that pose a significant life or safety hazard to occupants; and,
- i. a written technical discussion of the basis for the building's performance level rating (as defined in [Appendix A](#)).

4. Certificate of Applicable Code

An architect, civil engineer, or structural engineer (a University of California employee may not perform this function except that a licensed faculty member otherwise qualified may serve in this capacity) shall complete the University's Certificate of Applicable Code form (see [Appendix B](#)) prior to lease or license if the space to be leased or licensed is contained within a building where:

- a. design and construction was approved by the local jurisdiction pursuant to the 1998 or later edition of the CCR, Title 24, Part 2, California Building Standards Code, or
- b. design and construction was approved by the local jurisdiction pursuant to the 1976 edition of the Uniform Building Code and *does not* contain any of the construction conditions listed in paragraph III.I.3.e, above, or

¹⁰ Formerly expressed as *Good, Fair, Poor, or Very Poor*; see [Appendix A](#))

- c. a complete seismic structural retrofit was completed and approved by the local jurisdiction pursuant to the 1976 or later edition of the UBC and does *not* contain any of the construction conditions listed in III.I.3.e, above.

If the building contains any of the conditions described in Section III.I.3.e and none of the circumstances above are applicable, the Certificate of Applicable Code form may not be used. In such circumstances, the University shall contract and pay for an independent review as described above. Alternatively, the University may accept, at its sole discretion, a Landlord's independent review report that has been verified by the University's technical advisors.

IV. COMPLIANCE / RESPONSIBILITIES

The Associate Vice President, Capital Resources Management is responsible for overall administration of this policy, including:

- 1) interpretation or clarification of this policy;
- 2) development of seismic safety criteria, standards, and guidelines;
- 3) evaluation of seismic safety programs and review of proposals for abatement of seismic hazards; and
- 4) determination of University-wide priorities among seismic rehabilitation projects and other projects proposed for inclusion in the Capital Improvement Program.

Designated Responsible Officials are tasked with taking reasonable steps to assure protection of persons under their respective jurisdictions against the effects of earthquakes, which could result in the loss of life or injury. Each such Responsible Official shall assign specific duties and authority to individuals within the respective jurisdiction to discharge this responsibility.

The Executive Vice President—Business Operations is responsible for coordination of seismic safety programs and may issue appropriate administrative guidelines as necessary.

V. PROCEDURES

See the University Facilities Manual.

VI. RELATED INFORMATION

Appendix A: Earthquake Performance Levels for Existing Buildings

Appendix B: University of California Certificate of Applicable Code for University Properties

California Code of Regulations, Title 24, Part 2, California Building Standards Code
Section 15001 of the California Health and Safety Code
California Uniform Building Code

VII. FREQUENTLY ASKED QUESTIONS

N/A

VIII. REVISION HISTORY

1/16/1975: Seismic Safety Policy reviewed and accepted by the Regents' Grounds and Buildings Committee, and formally transmitted to campuses by Vice President McCorkle on 1/20/1975

5/17/1988, 1/17/1995 and 4/20/2005: (minor editorial changes)

10/16/1996: Seismic Safety Policy for Leased and Purchased Facilities (issued by Assistant Vice President Bocchicchio, and revised by President Dynes in his 6/29/2007 letter to Chancellors

9/30/1985: Policy for Independent Seismic Review of Capital Projects, revised on 6/29/2007

8/25/2011: The Seismic Safety Policy incorporates and consolidates the three policies listed above to provide consistency with newer ratings systems for seismic safety adopted by Department of General Services (DGS) Division of the State Architect (DSA) and the California State University, and to reflect current practices with regard to engineering and process. This Policy supersedes all previous versions.

9/15/2014: The Seismic Safety Policy update replaces the current "Certificate of Applicable Code" in Appendix B with an updated version developed by the University of California, the California State University system and the Department of General Services.

APPENDIX A

Earthquake Performance Levels For Existing Buildings

This series of definitions was developed by the California State University, the University of California, the California Department of General Services, and the Administrative Office of the Courts from 1995 through 2009.

Table A.1. Determination of Expected Seismic Performance Based on Structural Compliance with the 2010 Edition, California Code of Regulations, Part 2, California Building Code (CBC)

| Definitions based upon California Building Code (CBC) requirements for seismic evaluation of buildings using Occupancy Categories of CBC Table 1604A.5, depending on which applies, and performance criteria in CBC Table 3417.5 ² | Rating Level ¹ | |
|--|-----------------------------|--------------------------|
| | No Peer Review ⁵ | Peer Review ⁵ |
| A building evaluated as meeting or exceeding the requirements of CBC Chapter 34 for Occupancy Category IV performance criteria with BSE-1 and BSE-2 hazard levels replacing BSE-R and BSE-C as given in Chapter 34. | I | I |
| A building evaluated as meeting or exceeding the requirements of CBC Chapter 34 for Occupancy Category IV performance criteria. | II | II |
| A building evaluated as meeting or exceeding the requirements of CBC Chapter 34 for Occupancy Category I-III performance criteria with BSE-1 and BSE-2 hazard levels replacing BSE-R and BSE-C respectively as given in Chapter 34; alternatively, a building meeting CBC requirements for a new building. | III | II⁵ |
| A building evaluated as meeting or exceeding the requirements of CBC Chapter 34 for Occupancy Category I-III performance criteria. | IV | III⁵ |
| A building evaluated as meeting or exceeding the requirements of CBC Chapter 34 for Occupancy Category I-III performance criteria only if the BSE-R and BSE-C values are reduced to 2/3 of those specified for the site. | V | IV⁵ |
| A building evaluated as not meeting the minimum requirements for Level V designation and not requiring a Level VII designation. | VI | VI |
| A building evaluated as posing an immediate life-safety hazard to its occupants under gravity loads. The building should be evacuated and posted as dangerous until remedial actions are taken to assure the building can support CBC prescribed dead and live loads. | VII | VII |

For Notes, see page 14

Table A.2. Indications of Implied Risk to Life and Implied Seismic Damageability

| Rating Level ^{1,5} | Historic Risk Ratings of ^{6,7} | | Implied Risk to Life ³ | Implied Seismic Damageability ⁴ |
|-----------------------------|---|-----------------|-----------------------------------|--|
| | DSA/SSC ⁷ | UC ⁶ | | |
| I | I | | Negligible | 0% to 10% |
| II | II | | Insignificant | 0% to 15% |
| III | III | Good | Slight | 5% to 20% |
| IV | IV | Fair | Small | 10% to 30% |
| V | V | Poor | Serious | 20% to 50% |
| VI | VI | Very Poor | Severe | 40% to 100% |
| VII | VII | Very Poor | Dangerous | 100% |

Notes:

1. Earthquake damageability levels are indicated by Roman numerals I through VII. Assignments are to be made following a professional assessment of the building's expected seismic performance as measured by the referenced technical standard and earthquake ground motions. Equivalent Arabic numerals, fractional values, or plus or minus values are not to be used. These assignments were prepared by a task force of state agency technical personnel, including the California State University, the University of California, the California Department of General Services, the Division of the State Architect, and the Administrative Office of the Courts. The ratings apply to structural and non-structural elements of the building as contained in Chapter 34, CBC requirements. These definitions replace those previously used by these agencies.

2. Chapter 34 of the California Building Code, current edition, regulates existing buildings. It uses and references the American Society of Civil Engineers Standard *Seismic Rehabilitation of Existing Buildings, ASCE-41*. All earthquake ground motion criteria are specific to the site of the evaluated building. The CBC definitions for earthquake ground motions to be assessed are paraphrased below for convenience:

BSE-2, the 2,475-year return period earthquake ground motion, or 150% of the Maximum Considered Earthquake ground motion for the site.

BSE-C, the 975-year return period earthquake ground motion.

BSE-1, two-thirds of the BSE-2, nominally, the 475-year return period earthquake ground motion.

BSE-R, the 225-year return period earthquake ground motion.

Occupancy Category is defined in the CBC Table 1604A.5. The occupancy category sets the level of required seismic building performance under the CBC. Occupancy Category IV includes acute care hospitals, fire, rescue and police stations and emergency vehicle garages, designated emergency shelters, emergency operations centers, and structures containing highly toxic materials where the quantities exceed the maximum allowed quantities, among others. Occupancy categories I-III includes all other building uses that include most state owned buildings.

3. Implied Risk to Life is a subjective measure of the threat of a life threatening injury or death that is expected to occur in an average building in each rank following the indicated technical requirements. The terms negligible through dangerous are not specifically defined, but are linguistic indications of the relative degree of hazard posed to an individual occupant.

4. Implied Damageability is the level of damage expected to the average building in each rank following the indicated technical requirements when a BSE-1 level earthquake occurs. The damage includes both the structural and non-structural systems, but does not consider furnishing and tenant contents. Damage is measured as the ratio of the cost to repair the building divided by the current cost to reconstruct the building from scratch. Such assessments are to be completed to the requirements of ASTM E-2026 at ASTM Level 1 or higher in order to be considered appropriate, where the damage ratio is the Scenario Expected Loss (SEL) in the BSE-1 earthquake ground motion evaluated. ASTM E2026 is the standard for evaluating the seismic damageability of buildings for financial transactions.

5. In those cases where the engineer making the assessment using the requirements for a given Rating Level concludes that the expected seismic performance is consistent with a one-level higher or lower rating, this alternative Rating Level may be assigned if and only if an independent technical peer reviewer concurs in the evaluation. The peer review must be completed consistent with the requirements of Chapter 34 of the CBC. It is

anticipated that most projects that are independently peer reviewed from the initiation of the evaluation and/or design process will qualify for a higher Rating than those buildings, which have not been so reviewed at all. The second column under Peer Review the Ratings have been assigned when this occurs. Note that peer review is unlikely to improve buildings rated as VI or VII because they have fundamental seismic system flaws. The ratings for I and II are not changed because the performance increment between levels is so large.

6. Historically the University of California has used the terms good, fair, poor and very poor to distinguish the relative seismic performance of buildings. The concordance of values in the table above is approximate. The former rating procedures did not provide specific performance levels as is done herein, but were sentence fragments for qualitative performance and are recalled below for historical purposes only:

A *Good* seismic performance rating would apply to buildings and other structures whose performance during a major seismic disturbance is anticipated to result in some structural and/or nonstructural damage and/or falling hazards that would not /significantly/ jeopardize life. Buildings and other structures with a *Good* rating would have a level of seismic resistance such that funds need not be spent to improve their seismic resistance to gain greater life safety, and would represent an acceptable level of earthquake safety.

A *Fair* seismic performance rating would apply to buildings and other structures whose performance during a major seismic disturbance is anticipated to result in structural and nonstructural damage and/or falling hazards that would represent /low/ life hazards. Buildings and other structures with a *Fair* seismic performance rating would be given a low priority for expenditures to improve their seismic resistance and/or to reduce falling hazards so that the building could be reclassified *Good*.

A *Poor* seismic performance rating would apply to buildings and other structures whose performance during a major seismic disturbance is anticipated to result in significant structural and nonstructural damage and/or falling hazards that would represent appreciable life hazards. Such buildings or structures either would be given a high priority for expenditures to improve their seismic resistance and/or to reduce falling hazards so that the building could be reclassified as *Good*, or would be considered for other abatement programs, such as reduction of occupancy.

A *Very Poor* seismic performance rating would apply to buildings and other structures whose performance during a major seismic disturbance is anticipated to result in /extensive/ structural and nonstructural damage, potential structural collapse, and/or falling hazards that would represent /high/ life hazards. Such buildings or structures either would be given the highest priority for expenditures to improve their seismic resistance and/or to reduce falling hazards so that the building could be reclassified *Good*, or would be considered for other abatement programs such as reduction of occupancy.

7. For reference, the historically used Division of the State Architect and Seismic Safety Commission levels corresponds approximately to the new Performance Level numerical values in this table.

Appendix B

UNIVERSITY OF CALIFORNIA
CERTIFICATE OF APPLICABLE CODE

Building Address: _____ (“Building”)

I, _____ an architect, civil engineer, or structural engineer, duly licensed by the State of _____, am responsible for, and performed the bulk of the work reported in this certificate and I have no ownership interest in the property mentioned above. I hereby certify that I or someone under my direct supervision prepared this Certificate. I further certify that the entire Building was constructed under a permit approved by the local jurisdiction and was designed to meet either:

1998 or subsequent editions of the California Building Code (CBC)

-- OR --

1976 or subsequent editions of the Uniform Building Code (UBC) and , the Building does not contain any of the following conditions:

- (i) unreinforced masonry walls; whether load-bearing or not; not including brick veneer;
- (ii) Precast, prestressed, or post-tensioned structural or architectural elements, except piles;
- (iii) flexible diaphragm (e.g., plywood) -shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition;
- (iv) apparent additions, or modifications, or repairs to the structural system done without a permit;
- (v) constructed on a site with a slope with one or more stories partially below grade (taken as 50% or less) for a portion of their exterior;
- (vi) Soft or weak story, including wood frame structures with cripple walls, or is construction over first-story parking;
- (vii) Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete;
- (viii) Repairs following an earthquake;
- (ix) welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of FEMA 352 indicate an investigation of beam-column connections is warranted;
- (x) Visible signs of distress or deterioration of structural or non-structural systems, e.g., excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.

I have attached a copy of the certificate of occupancy. I have retained documentation of the selected performance level evaluation and shall make them available upon request.

Print Name _____ Title _____

AFFIX SEAL HERE

License No. _____ License Expiration Date: _____

Signature _____ Date _____

Firm Name, Phone No. and Address _____

<http://policy.ucop.edu/doc/3100156/SeismicSafety> (June 25, 2014 download)

Comments: For a building not qualifying under these criteria; an Independent Review must be performed.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
STANDARD LEASE FORM
THE REGENTS AS TENANT

Lease covers Premises located at:

Campus for which the space is leased:

Landlord's Name, Address & Telephone Number:

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SUMMARY OF LEASE TERMS

Tenant: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Landlord: _____

Address of Premises: _____ (Article 1)

Rentable Square feet
of Premises: _____ (Article 1)

Premises Percentage
of Building: _____ (Article 1)

Commencement Date: _____ (Article 2)

Expiration Date: _____ (Article 2)

Extended Term: _____ (Article 2)

Monthly Rent: _____ (Article 3)

Addresses or Notices:
Landlord: _____ (Article 6)

Tenant: _____

Use: _____ (Article 10)

Base Year for
Operating Expenses: _____ (Article 11)

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA STANDARD
LEASE FORM THE REGENTS AS TENANT**

PREAMBLE

THIS LEASE is made as of _____, 20__ , by and between _____, a _____ ("Landlord") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Tenant"). Landlord and Tenant hereby agree as follows:

ARTICLE 1 - PREMISES

1.1 Description. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated in the County of _____, State of _____, and described as follows: _____ consisting of _____ rentable square feet of _____ space, Suite _____, (the "Premises"), located at _____ ("Building") as designated in Exhibit A, which is attached and incorporated. The term "rentable square feet" shall be used as defined from time to time by the Building Owners and Managers Association ("BOMA"). The Premises represent _____ percent (____%) of the Building. As a condition precedent to Tenant's obligations under this Lease, (a) Landlord shall provide the Certificate of Applicable Code in the form described in Exhibit B with respect to seismic adequacy. **OR** (b) Landlord shall conduct its own seismic evaluation of the Building.

1.2 Non-Exclusive Use Areas. Tenant shall also have the non-exclusive right to use, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises.

1.3 Parking Areas. The Premises include, for Tenant's exclusive use, (____) parking spaces, as designated on Exhibit A and under those terms as described in Addendum 1.

1.4 Area of Premises. Within thirty (30) days of the date that this Lease is executed by Landlord and Tenant, Landlord shall measure the Premises. Provided the amount differs from that set forth in Article 1.1, Landlord and Tenant will execute a letter agreement setting forth the rentable square feet of the Premises. It is agreed that when the rentable square feet of the Premises is determined, changes and modifications to this Lease may be required including, but not limited to, Article 3, Article 7, Article 11, Exhibit A, Addendum 1, Addendum 2, Addendum 3, and Addendum 4.

ARTICLE 2 – TERM

2.1 Lease Term. The term of this Lease (the "Lease Term") shall be for _____ months, commencing (a) _____ or (b) as specified in Exhibit C [specify (a) or (b)] ("Lease Commencement Date") and ending _____ ("Lease Expiration Date"), with such rights of termination and extension of the Lease Term as are hereinafter set forth.

2.2 Extended Term. Tenant shall have the option to extend the Lease Term for: _____ ("Extended Term(s)"). Such option shall be exercised no later than _____ days prior to the last day of the Lease Term (or Extended Term) by written notice to Landlord. Rent for each Extended Term shall be the amount specified in Addendum 2. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term(s).

ARTICLE 3 - RENT

Except as otherwise provided in Addendum 3, Tenant shall pay to Landlord as Monthly Base Rent for the Premises the sum of _____ dollars (\$_____) payable in advance on or before the first day of each month, beginning _____ ("Rent Commencement Date"). If the Rent Commencement Date is other than the first day of a calendar month, then the rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Rent shall be payable to Landlord at the address specified in Article 6 or at such other address as Landlord may from time to time designate in writing.

ARTICLE 4 - EARLY TERMINATION

Tenant may terminate this Lease effective at any time on or after _____ by giving written notice to Landlord at least ___ days prior to the date that such termination shall become effective.

ARTICLE 5 - PROPERTY TAX EXEMPTION

Landlord hereby affirms that the eligibility of the Premises for exemption from property tax pursuant to Article XIII, Section 3(d) of the California Constitution was not taken into account in fixing the rental to be paid by the Tenant hereunder; and Landlord agrees neither to file a claim for such exemption nor to claim the benefit thereof by any other means. The parties mutually agree that property taxes on the Premises shall be paid in full by Landlord and that the Tenant shall thereafter apply to the County of _____, California, for direct refund to the Tenant of taxes paid, in the amount of said exemption, as provided by Section 202.2 of the California Revenue and Taxation Code. Landlord agrees to cooperate with Tenant and do all acts reasonably necessary and appropriate to secure and maintain the said tax exemption of the Premises.

ARTICLE 6 - NOTICES

All notices or correspondence provided for herein shall be effective only if made in writing, personally delivered with an executed acknowledgment of receipt or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

To Landlord:

To Tenant:

The Regents of the University of California
c/o _____

and a copy to:

Rent payments shall be made to (need not be sent certified):

Any notice shall be deemed delivered (i) five (5) days after notice is mailed, or (ii) if personally delivered, when acknowledgment of receipt is signed, as provided above, or (iii) for any notice by overnight courier, the next business day after deposit with the courier. By written notice to the other, either party may change its own mailing address.

ARTICLE 7 - TENANT IMPROVEMENTS

7.1 Tenant Improvements. Prior to the Lease Commencement Date, Landlord shall construct tenant improvements and make installations in the Premises in accordance with plans and specifications approved by Tenant and Landlord ("Plans and Specifications") and in accordance with those provisions of the attached Addendum 4 which describe construction. The work described in the preceding sentences and the resulting installations are referred to in this Lease as the "Tenant Improvements", and Addendum 4 is referred to herein as the "Work Agreement."

7.2 Cost of Tenant Improvements. Landlord shall provide to Tenant a Tenant Improvement Allowance of _____ dollars (\$ _____) per rentable square foot (the "Tenant Improvement Allowance") towards the actual costs incurred by Landlord for the Tenant Improvements on the terms and conditions provided for in the Work Agreement. If the construction costs for Tenant Improvements under the Work Agreement exceed the Tenant Improvement Allowance, and if such costs are not the result of defective or inadequate design by Landlord, Tenant shall be solely responsible for such excess costs ("Excess Costs"). Tenant shall pay Landlord all Excess Costs up to a maximum of 100% of the amount approved by Tenant pursuant to Section 3(c) of the Work Agreement without imposition of overhead by Landlord. Any failure of Tenant to pay Landlord for such Excess Costs shall constitute a default under the terms of this Lease. If the construction costs for the Tenant Improvements are less than the Tenant Improvement Allowance, all such unutilized Tenant Improvement Allowance amounts shall be credited to the rent otherwise payable by Tenant. Construction costs resulting from defective or inadequate design by Landlord shall be paid by Landlord.

7.3 Tenant Improvement Warranties. Landlord warrants to Tenant that all materials and equipment furnished by Landlord in its improvement of the Premises shall be new unless otherwise specified in the Work Agreement, and that all of Landlord's work to be performed under the Work Agreement shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final Plans and Specifications and the requirements of the Work Agreement. Any of Landlord's work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Tenant Improvements, Landlord shall, following written notice from Tenant, unconditionally make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, Landlord shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to Tenant, to correct latent defects in the Premises caused by a nonconformance with the Plans and Specifications other than as approved by Tenant.

OR

7.2 Cost of Tenant Improvements. Landlord shall provide at its sole cost and expense the Tenant Improvements on the terms and conditions provided in Addendum 4.

7.3 Tenant Improvement Warranties. Landlord warrants to Tenant that all materials and equipment furnished by Landlord in its improvement of the Premises shall be new unless otherwise specified in the Work Agreement, and that all of Landlord's work to be performed under the Work Agreement shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final Plans and Specifications and the requirements of the Work Agreement. Any of Landlord's work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Tenant Improvements, Landlord shall, following written notice from Tenant, unconditionally make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, Landlord shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to Tenant, to correct latent defects in the Premises caused by a nonconformance with the Plans and Specifications other than as approved by Tenant.

ARTICLE 8 - NOTICE OF COMPLETION

Landlord shall complete construction of the Tenant Improvements within _____ (____) days after the Plans and Specifications have been approved by Landlord and Tenant. The period for completion of construction shall be extended by the time needed to perform the additional construction required by any change order requested by Tenant and authorized by Landlord pursuant to the terms of the Work Agreement and also by any delay resulting from causes specified in Article 9. Landlord shall immediately upon completion of construction give written notice to Tenant of such completion. Within _____ (____) days after Landlord has notified Tenant that the Tenant Improvements have been substantially completed, Tenant shall deliver to Landlord a list of items that Tenant deems necessary that Landlord complete or correct in order for the Premises to be acceptable. Landlord shall immediately commence to complete or to correct such items and diligently prosecute the same to completion. Unless otherwise agreed to by Landlord and Tenant, Landlord's completion or correction of such items shall constitute substantial completion of the Premises. If Tenant does not deliver the list to Landlord within the _____ (____) day period, Tenant shall be deemed to have accepted possession of the Premises, subject however to Landlord's warranty as set forth above in Article 7.3.

ARTICLE 9 - TIME LIMIT AND PRIOR TENANCY

On the Lease Commencement Date, Landlord shall deliver possession of the Premises to Tenant in the condition required by Article 10.2 with construction completed as required in Addendum 4, the Work Agreement. No rent shall accrue under this Lease, nor shall Tenant have any obligation to perform the covenants or observe the conditions herein contained until the Premises have been so delivered. If Landlord does not deliver possession of the Premises, ready for occupancy by Tenant on or before

_____, then Tenant, in addition to any other remedies available, may terminate this Lease by notifying Landlord in writing before Landlord delivers possession of the Premises to Tenant. If Landlord's ability to deliver possession by the date as set forth in this provision is delayed as a result of any of the following causes, the date for delivery shall be postponed without penalty to Landlord for a period of time equivalent to the period caused by such delay:

- a. acts of Tenant, its agents, or employees;
- b. acts of God which Landlord could not reasonably have foreseen or guarded against;
- c. any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Landlord and which cannot be reasonably overcome; or
- d. restrictive regulations by the Federal Government which are enforced in connection with a national emergency.

It shall be Landlord's responsibility to remove any prior tenant in the Premises.

OR

On the Lease Commencement Date, Landlord shall deliver possession of the Premises to Tenant in the condition required by Section 10.2 with construction completed as required in Addendum 4, the Work Agreement. No rent shall accrue under this Lease, nor shall Tenant have any obligation to perform the covenants or observe the conditions herein contained until the Premises have been so delivered. If Landlord does not deliver possession of the Premises, ready for occupancy by Tenant on or before _____, then a penalty shall be assessed against Landlord and Landlord shall pay to Tenant the sum of _____ dollars (\$_____) per day until Landlord delivers possession of the Premises to Tenant. If Landlord's ability to deliver possession by the date as set forth in this provision is delayed as a result of any of the following causes, that date for delivery shall be postponed without penalty to Landlord for a period of time equivalent to the period caused by such delay:

- a. acts of Tenant, its agents, or employees;
- b. acts of God which Landlord could not reasonably have foreseen or guarded against;
- c. any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Landlord and which cannot be reasonably overcome; or
- d. restrictive regulations by the Federal Government which are enforced in connection with a national emergency.

It shall be Landlord's responsibility to remove any prior tenant in the Premises.

ARTICLE 10 - USE

10.1 Use. Tenant shall use the Premises for housing for students and other University affiliates. Tenant may alter said use to any lawful purpose, upon the written consent of Landlord, which consent shall not be unreasonably withheld.

10.2 Compliance With Laws. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, the construction (including all Landlord-constructed Tenant Improvements), the current and proposed uses, and the operation of the Building are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances, except as follows:_____. Tenant absolves Landlord of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above.

10.3 Hazardous Substances. Tenant shall have no liability or responsibility for toxic or hazardous materials or substances in existence in, on, or about the Premises prior to Tenant's occupancy of the Premises or which result from Landlord's acts or omissions or which occur on any portion of Landlord's property not occupied by Tenant, unless caused by Tenant, its agents, employees, invitees or guests. Landlord specifically warrants that at the time of execution of this Lease there are no known areas in, on, or about the Building where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. Tenant will comply with all applicable laws concerning the handling or discharge of hazardous materials.

ARTICLE 11 - OPERATING EXPENSES

This is a "modified gross" lease. Tenant's Base Rent is inclusive of all costs, including, but not limited to: Landlord's cost for insurance, tenant improvements, common area charges, custodial, capital maintenance, building maintenance, grounds maintenance, security, repairs and trash removal for the Premises and Building, including any parking structures. Tenant shall be billed and pay directly all separately metered utility charges including, but not limited to, electricity, gas, and telephone service.

ARTICLE 12 - SERVICES, UTILITIES

Services and utilities shall be furnished and the cost borne as outlined in Exhibit D. In the event of failure by Landlord to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which Landlord is responsible, Tenant may furnish the same if Landlord has not undertaken to correct such failure within five (5) days after written notice, and, in addition to any other remedy Tenant may have, may deduct the amount thereof, including Tenant's service costs, from rent or other remuneration due Landlord hereunder.

ARTICLE 13 - INDEMNIFICATION

13.1 Landlord's Obligation Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents, and employees from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Landlord, its officers, partners, agents, or employees.

13.2 Tenant's Obligation. Tenant shall indemnify, defend and hold harmless Landlord, its officers, partners, agents, and employees from and against any Claims arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Tenant, its officers, agents, or employees.

ARTICLE 14 - INSURANCE REQUIREMENTS

14.1. Tenant's Insurance. Tenant, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

- a. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:
 - 1. Each Occurrence \$ _____
 - 2. Products/Completed Operations Aggregate \$ _____
 - 3. Personal and Advertising Injury \$ _____
 - 4. General Aggregate \$ _____
- b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than _____ dollars (\$_____) per occurrence.
- c. Property, Fire and Extended Coverage Self-Insurance Program in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.
- d. Workers' Compensation as required by California law.

The coverages referred to under a. and b. of this Section 14.1 shall include Landlord as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, agents and employees. Tenant, upon the execution of this Lease, shall furnish Landlord with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Landlord of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of Tenant.

14.2. Landlord's Insurance. Landlord, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

- a. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
 - 1. Each Occurrence \$ _____
 - 2. Products/Completed Operations Aggregate \$ _____
 - 3. Personal and Advertising Injury \$ _____
 - 4. General Aggregate \$ _____

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Lease. The insurance shall have a retroactive date of placement prior to or coinciding with the Lease Commencement Date.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than _____ dollars (\$_____) per occurrence.
- c. Property, Fire and Extended Coverage Insurance in an amount equal to one hundred percent (100%) of the full replacement value of the Building to conform with then current

codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level.

- d. Workers' Compensation as required by California law.

The coverages referred to under a. and b. of this Section 14.2 shall include Tenant as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Landlord, its officers, partners, agents, and employees. Landlord, upon the execution of this Lease, shall furnish Tenant with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to Tenant of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of Landlord.

ARTICLE 15 - WAIVERS OF SUBROGATION

Landlord and Tenant each hereby waives any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of the acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured.

ARTICLE 16 - REPAIR AND MAINTENANCE

16.1 Landlord and Tenant Obligations. The respective repair and maintenance responsibilities of Landlord and Tenant are set forth in Exhibit E, Summary of Repair and Maintenance Responsibilities, which by this reference is incorporated herein.

16.2 Failure of Landlord to Make Repairs. If Landlord fails to maintain the Premises or to make the repairs required in this Article 16 within a reasonable time after written notice from Tenant, Tenant may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

ARTICLE 17 - ALTERATIONS, MECHANICS' LIENS

17.1 Alterations. No structural alterations or improvements in excess of \$_____ shall be made to the Premises by Tenant or at Tenant's request without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

17.2 Condition at Termination. Tenant may remove any fixtures, machinery and equipment installed in the Premises by Tenant upon termination of this Lease, if Tenant is not then in default under this Lease and if Tenant repairs any damage to the Premises caused by such removal. Upon termination of this Lease, Tenant shall return the Premises in the same condition as when delivered to Tenant, reasonable wear and tear, damage by casualty, and alterations approved by Landlord excepted.

17.3 Mechanic's Liens. The parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

ARTICLE 18 - ASSIGNMENT AND SUBLETTING

Tenant shall not assign or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant intends to use the Premises for housing for students and other University affiliates. Landlord hereby consents to Tenant's right to sublet the Premises for that purpose.

ARTICLE 19 - ENTRY BY LANDLORD

Tenant shall permit Landlord and Landlord's agents to enter the Premises, with reasonable advance written notice (except in the case of emergency), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of Tenant's business.

ARTICLE 20 - DESTRUCTION

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent (10%) or less of the floor space of the Premises unusable for the purpose intended, Landlord shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days after such destruction.

If such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Landlord shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Landlord under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, Tenant, in either such event, at its option, may terminate this Lease.

In the event of any such destruction other than total, where Tenant has not terminated the Lease as herein provided, Landlord shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified herein in connection with partial destruction aggregating more than ten percent (10%), Tenant shall have the option to terminate this Lease.

If Tenant remains in possession of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the usable square feet Tenant is thus precluded from occupying bears to the total usable square feet in the Premises. "Usable square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

OR

In case of destruction, during the Lease Term, rent shall abate during the period and to the extent that the Premises are rendered unusable for Tenant's purposes.

If at any time the Premises is partially or totally destroyed, Landlord may terminate this Lease by written notice within thirty (30) days of the loss if such loss is not covered by any insurance described in the provisions of this Lease. If such loss is covered or Landlord elects not to terminate even though the loss is not covered, Landlord must restore the improvements to substantially the same condition as they were

in immediately before destruction or as close as possible thereto provided Tenant has not terminated the Lease as provided herein. If Landlord does not terminate the lease, Landlord must within thirty (30) days of the destruction notify Tenant, in writing, of the time period in which restoration will be complete.

If the Premises are partially or totally destroyed, Tenant may terminate this Lease by giving written notice within thirty (30) days after any of the following: if it is determined Landlord cannot restore to substantially the same condition as before destruction; if Tenant is notified that such restoration period will be more than 120 days; if restoration extends beyond the time period for completion as contained in the notification to Tenant unless such extension is due to a delay and for the time period as set forth in Article 9.

ARTICLE 21 - PUBLIC WORKS LAWS

It is the practice of Tenant to require payment of prevailing wage rates pursuant to any construction contract to improve space to be leased by The Regents of the University of California if The Regents will be a tenant using more than 50 percent of the assignable square feet of the project in which the construction will be performed. The word "project" shall include, but not be limited to, the entire building in which the leased Premises are located. If applicable, Landlord shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices).

ARTICLE 22 - SERVICE COMPANIES

Within _____ (___) days after occupancy of the Premises by Tenant, Landlord shall give Tenant notice of the name, address and telephone number of an agency or person convenient to Tenant as a local source of service with regard to Landlord's responsibilities under this Lease as to repairs, maintenance, and servicing of the Premises and any or all related equipment, fixtures and appurtenances. If Landlord fails to provide such notice, Tenant may choose service companies as needed and without penalty from Landlord.

ARTICLE 23 - DEFAULT BY TENANT

23.1 **Default.** If any of the following events occur, each such event shall constitute a material breach of this Lease, and Landlord may, at Landlord's option, exercise any or all rights available to a landlord under the laws of the State of California:

- a. a default in the payment of rent when such default continues for a period of _____ (___) days after written notice; or
- b. Tenant fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of _____ (___) days after written notice thereof. If the nature of Tenant's obligation is such that more than _____ (___) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such _____ (___) day period and thereafter diligently prosecutes the same to completion; or
- c. Tenant is adjudicated bankrupt; or
- d. Tenant's lease interest is sold under execution of judgment.

23.2 **Remedies.** If this Lease terminates pursuant to a default by Tenant hereunder, Landlord may immediately enter upon and repossess the Premises in accordance with applicable laws and cause any

personal property of Tenant to be removed from the Premises and stored in any public warehouse at the risk and expense of Tenant.

ARTICLE 24 - DEFAULT BY LANDLORD

24.1 **Default.** Landlord shall not be in default unless Landlord fails to perform its obligations under this Lease within a reasonable time, but in no event later than _____ (___) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations. If the nature of Landlord's obligation is such that more than _____ (___) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such _____ (___) day period and thereafter diligently prosecutes the same to completion. Tenant's obligation to provide written notice to Landlord of a default by Landlord is limited to those instances where knowledge of Landlord's default is within the actual knowledge of Tenant.

24.2 **Remedies.** If Landlord fails to cure a prospective default within the _____ (___) day period, Tenant shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should Tenant elect to cure the default itself, all costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by Landlord to Tenant within _____ (___) days of receipt of Tenant's invoice for said costs. However, upon Landlord's failure to so reimburse, at Tenant's option, said costs shall be held from rent due hereunder. If Landlord's default hereunder prevents Tenant's use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

ARTICLE 25 - CONDEMNATION

If any part of the Premises is taken or condemned for a public or quasi-public use, this Lease shall terminate at the option of Tenant as of the date title shall vest in the condemnor.

OR

If more than thirty percent (30%) of the Premises shall be taken or condemned for a public or quasi-public use, Landlord may terminate this Lease, as of the date condemnor has the right to possession, upon written notice by Landlord to Tenant as provided herein. In the event of such a taking, Tenant may terminate this Lease after notice to Landlord, provided that the remainder of the Premises after the taking is not reasonably sufficient for Tenant to continue operation of its activities. Any notice of termination under this provision shall be made within thirty (30) days after both the specific area of taking and the date of possession by condemnor is known by the parties.

If the parties do not elect to terminate this Lease under this provision, then this Lease shall remain in effect as to the part not taken and the rent will be adjusted in the same ratio as the rentable square footage remaining is to the rentable square footage as leased.

Any potential restoration shall be negotiated at the time of the taking.

ARTICLE 26 - HOLDING OVER

If Tenant, with Landlord's consent, remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a month-to-month basis at the monthly rent

applicable to the last month of the Lease Term or Extended Term, subject to termination upon thirty (30) days' written notice by either party. All other terms and conditions shall remain in full force and effect.

ARTICLE 27 - WAIVER

The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

ARTICLE 28 - ATTORNEYS' FEES

In the event Landlord or Tenant bring suit against the other to enforce any rights under this Lease, the prevailing party shall recover from the other, in addition to any other award, an amount equal to reasonable attorneys' fees to be fixed by the court.

ARTICLE 29 - QUIET POSSESSION

As long as Tenant keeps and performs the covenants in this Lease, Tenant shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from Landlord or any person claiming under Landlord.

ARTICLE 30 - SUBORDINATION

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the Landlord's interest or estate in the property provided that the mortgagee or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of Tenant hereunder be disturbed if Tenant shall not then be in default under the terms of this Lease, and Tenant shall attorn to the purchaser at such foreclosure, sale or other action or proceeding, provided that such purchaser shall assume the obligations of Landlord hereunder. The foregoing subordination shall be effective without the necessity of having any further instruments executed by Tenant, but Tenant shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by Landlord or any mortgagee or beneficiary.

ARTICLE 31 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

ARTICLE 32 - MISCELLANEOUS PROVISIONS

32.1 No Amendments. No amendment of this Lease shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

32.2 Time of the Essence. Time is of the essence of each term and provision of this Lease.

32.3 Binding Effect. Subject to any provision hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors, and assigns.

32.4 Invalidity. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

32.5 Warranty of Authority. If Landlord is a corporation, the person executing this lease on behalf of Landlord hereby covenants and warrants that Landlord is a duly authorized and existing corporation and that he/she is duly authorized to execute this Lease.

32.6 Addendum. In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

TENANT:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Its: _____

LANDLORD:

By _____

Its: _____

This Standard Lease Form has been approved by the General Counsel of The Regents of the University of California.

EXHIBIT A

DESCRIPTION OF PREMISES

(Floor Plan with Dimensions)

(Parking location or plan)

(Site Map)

EXHIBIT B

UNIVERSITY OF CALIFORNIA

**VERIFICATION OF THE BUILDING'S COMPLIANCE WITH THE
UC SEISMIC SAFETY POLICY FOR PURCHASED AND LEASED BUILDINGS**

(INDEPENDENT REVIEW)

OR

(CERTIFICATE OF APPLICABLE CODE)

EXHIBIT C

CONFIRMATION OF LEASE TERM

This Confirmation of Lease Term is entered into as of _____, 20____
between _____, ("Landlord"), and The Regents of the University of California
("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease dated _____ for
the Premises located at _____ (the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as
follows:

1. Lease Term. Landlord and Tenant agree that the Lease Term as defined in the Lease
commences on _____(Lease Commencement Date) and ends on
_____ (Lease Termination Date).

The parties have caused this Confirmation of Lease Term to be executed as of the date first set
forth above.

TENANT:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Title: _____

Dated: _____

LANDLORD:

By: _____

Title: _____

Dated: _____

EXHIBIT D
SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of Landlord and Tenant:

| | N O T A P P L I C A B L E | L A N D L O R D | T E N A N T | F R E Q U E N C Y |
|--|---|--------------------------------------|----------------------------|---|
| Paper Supplies, dispensers and waste containers (Premises & restrooms) | | | | |
| Light bulbs & fluorescent light tubes and starters | | | | |
| Ballasts and transformers for fluorescent lights, light switches and electrical outlets | | | | |
| Heating and air conditioning control switches | | | | |
| Janitorial service for interior of Premises (dust, waste removal, vacuum, mop, cleaning) | | | | |
| Janitorial service for exterior of Premises and common areas | | | | |
| Carpet, tile and linoleum | | | | |
| Gas | | | | |
| Electric | | | | |
| Water | | | | |
| Window washing – interior | | | | |
| Landscaping and gardening | | | | |
| Drapes, blinds, window shades | | | | |
| Kitchen appliances | | | | |
| Refuse, rubbish & garbage disposal | | | | |
| Pest control | | | | |
| Other: | | | | |

EXHIBIT E
SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of Landlord and Tenant:

| | Landlord | Tenant | Not Applicable |
|---|----------|--------|-------------------|
| Foundations | | | |
| Exterior & Bearing Walls | | | |
| Roof | | | |
| Electrical Systems | | | |
| Lighting Systems | | | |
| Plumbing Systems | | | |
| Heating Systems | | | |
| Ventilation Systems | | | |
| Air Conditioning Systems | | | |
| Alarm Systems | | | |
| Plate Glass | | | |
| Windows & Window Frames | | | |
| Gutters, Drains, Downspouts | | | |
| Elevators | | | |
| Floor Slabs | | | |
| Common Areas | | | |
| Ceilings | | | |
| Interior Walls | | | |
| Interior Doors | | | |
| Interior Surfaces & Windows | | | |
| Appliances & Fixtures | | | |
| Repainting of Interior Walls (every ____ years) | | | |
| Base and/or moldings | | | |
| Parking Lot Area | | | |
| Other: | | | |

**ADDENDUM 1 - PARKING PROVISIONS
TO LEASE AGREEMENT DATED _____
BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

In accordance with Article 1.3 of the Lease and as designated on Exhibit A, the Premises includes _____ (_____) parking spaces for the exclusive use of Tenant, at no additional charge to Tenant.

**ADDENDUM 2 - RENT FOR EXTENDED TERM(S)
TO LEASE AGREEMENT DATED _____**

**BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

Tenant shall have the option to extend the Lease Term for the Extended Term as set forth in Article 2.2.
Base Rent for the Extended Term shall be _____.

**ADDENDUM 3 - RENT ADJUSTMENTS
TO LEASE AGREEMENT DATED _____**

**BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

**ADDENDUM 4 - WORK AGREEMENT
TO LEASE AGREEMENT DATED _____
BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

WORK AGREEMENT

THIS WORK AGREEMENT, dated _____, is by and between _____ ("Landlord"), and, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Tenant").

1. Definitions. The terms used in this Work Agreement shall have the meanings as defined in the Lease dated _____, by and between Landlord and Tenant (the "Lease").
2. Tenant Improvements. Landlord shall construct all Tenant Improvements in accordance with the Plans and Specifications and the conditions of any applicable governmental approval. Tenant Improvements must satisfy the State Building Code and Federal Americans with Disabilities Act.
3. Construction Plans, Landlord Review, Estimated Costs, Changes and Delay:
 - a. Landlord, for Tenant's approval, which approval shall not be unreasonably withheld, shall provide the complete and detailed proposed Plans and Specifications for the Premises the design of which shall conform to Tenant's approved program for use of the Premises as summarized in the attached Exhibit A. Landlord shall submit the proposed Plans and Specifications to Tenant on or before _____, 20__.
 - b. Tenant shall provide Landlord with written notice of its approval or disapproval of the Plans and Specifications within ten (10) business days after receipt of such Plans and Specifications from Landlord. If Tenant disapproves the Plans and Specifications, Tenant shall notify Landlord thereof within the ten (10) business day period of any matters as to which the Plans and Specifications fail to conform to Tenant's construction requirements or otherwise fail to meet with Tenant's reasonable approval. Landlord shall also provide to Tenant an estimate of the costs for completion of the work required by the Plans and Specifications ("Work"), and a schedule for the Work showing principle milestones and the estimated date of completion.
 - c. Prior to commencement of any Work by Landlord, Tenant shall have approved, by notice to Landlord, Landlord's estimate of the cost of completing such Work. Tenant shall approve or disapprove such estimates within five (5) business days of receipt.
 - d. Construction shall commence in accordance with Article 8 of the Lease.
 - e. During construction Landlord and Tenant's Representative (as defined below) shall confer periodically regarding the progress of the Work and the approximate cost of the

Work completed and the estimated total cost of the Work. Tenant's Representative may request changes, modifications or alterations to the Plans and Specifications by written change order delivered to Landlord, but no such change shall be made without the written approval of Landlord, which approval shall not be unreasonably withheld. Landlord shall approve or deny each Tenant change order within two (2) business days, and Landlord shall also provide to Tenant's designated representative,

_____, or such other person substituted for _____ ("Tenant's Representative"), by written notice to Landlord, with an estimate of the maximum cost of each change order within five (5) business days after the delivery of the change order to Landlord. No Work based upon a change order shall be undertaken unless and until Tenant's Representative shall have approved (by notice to Landlord) Landlord's cost estimate.

- f. If Landlord determines that a change proposed by Tenant will delay completion of the construction beyond the period allocated for such construction in Article 8 of the Lease, Landlord shall, within one (1) business day, notify Tenant's representative of the estimated length of delay caused by Tenant's request. Tenant's Representative shall advise Landlord within one (1) business day after receipt of such notice as to whether Landlord shall proceed with requested change, modification or alteration. Landlord shall not make the requested change to the Plans and Specifications without Tenant's approval of any proposed time extensions.
- g. If Landlord requests that Tenant clarify or refine the Plans and Specifications, then Tenant's Representative shall meet with Landlord for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after Tenant's receipt of Landlord's request therefor. No such clarification or refinement shall be deemed to be a change order.
- h. If Landlord determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then Landlord shall, at Landlord's cost, prepare and submit to Tenant revised Plans and Specifications correcting any such omission or error. Tenant shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.

Landlord shall not be responsible for any delays in the time for completion of construction resulting from Tenant's Delay. For purposes herein, Tenant's Delay means any actual delay in the completion of the construction of the Tenant Improvements that may arise solely as a result of: (i) Tenant's failure to comply with its obligations set forth in subsections (b), (c), (f), (g), and (h), above, within the time specified; (ii) any change made after notification to Tenant that a change will delay completion of the construction as provided in subsection (f) or (h), above; or (iii) extra time required to obtain any long lead items specified by Tenant. For purposes herein, an item shall be considered a long-lead item if Landlord notifies Tenant within ten (10) business days after receipt of Tenant's approval of the Plans and Specifications that such item is not readily available or readily installable after the same is requested by Tenant.

- 4. Approval of Plans by Public Authorities. Landlord shall obtain approval of the Plans and Specifications for the Premises from all appropriate government agencies, and a copy of the Plans and Specifications, as approved, shall be dated and initialed by both Landlord and Tenant. Landlord shall exercise due diligence in obtaining any such approval.

5. Quality of Work. All Work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Tenant Improvements shall be new unless otherwise specified in the Plans and Specifications.

6. Acceptance of Premises. At any time during the construction of the Tenant Improvements, Tenant may reject any Work that does not conform to the Plans and Specifications. Within _____ (_____) days after Landlord delivers to Tenant a list of Work items remaining to be done or corrected and notifies Tenant that the Tenant Improvements are ready for inspection by Tenant's Representative pursuant to Article 8 of the Lease, Tenant shall deliver to Landlord a list of items that Tenant shall have reasonably determined that Landlord must complete or correct prior to Tenant's acceptance of possession in order for the Work to conform to the Plans and specifications. Landlord shall immediately commence to complete or correct the items listed by Tenant, except those it contends are not justified. If Tenant fails to deliver such a list within the _____ (_____) day period, Tenant shall be deemed to have accepted the Premises subject to completion of the corrections on Landlord's list of corrections and, other than as provided for in Article 8 of the Lease, to have approved the construction. Failure of Landlord and Tenant to agree on the items to be corrected or completed within _____ (_____) days after Tenant delivers its list of items shall entitle Tenant to initiate arbitration to be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction.

7. Tenant's Access During Construction. Tenant and its agents and contractors shall have access to the Premises during the construction of the Tenant Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy. Landlord shall provide to Tenant, at the earliest practicable time but in no event later than _____ (_____) days prior to the date of Substantial Completion, Landlord's best estimate of the date of Substantial Completion. Tenant may, beginning _____ (_____) days prior to Landlord's best estimate of the date of Substantial Completion, enter the Premises for the purpose of installing furniture, fixtures, and equipment. Tenant's representatives on the Premises during construction shall cooperate with Landlord's contractor and not delay in any way the performance by Landlord's contractor or Landlord's representatives of any Work (including but not limited to the construction of Tenant Improvements).

8. Notices. All notices required or permitted hereunder shall be in writing and shall be delivered as follows:

| | | |
|-----|---------------------|--|
| (a) | If to Tenant, to: | |
| | | |
| | Attention: | |
| | with a copy to: | |
| (b) | If to Landlord, to: | |
| | | |
| | Attention: | |

9. Notice of Non-Responsibility. Landlord may post such notices of non-responsibility as it reasonably deems appropriate in the Premises during the construction provided for herein.
10. Responsibility for Damage. If Tenant installs equipment in the Premises prior to completion of the Work hereunder, Tenant shall bear the risk of loss to such equipment other than as a result of negligence or willful misconduct by Landlord, its agent or contractors.

IN WITNESS WHEREOF, the parties have executed this Work Agreement as of the date first above written.

TENANT: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Its: _____

LANDLORD: _____

By: _____

Its: _____