

University of California, Riverside

Request for Qualifications

UCR Mobility Hub and Central Campus Neighborhood Improvements

Project No. 950549

SCOPE 1: Develop a Site Program and Narrative, Concept Plan, and Preliminary Cost Estimates for:

1. The UCR Mobility Hub
2. North Campus Drive Improvements
 - a. New pedestrian mall between the UCR Mobility Hub and Aberdeen Drive
 - b. Intersection Improvements at Aberdeen Drive Intersection
3. New pedestrian mall to Linden Street (Recreation Mall)

SCOPE 2: Executive Design Professional Services for Schematic Design, Design Development, Construction Documents, Cost Estimating, Bidding and Construction Administration for all SCOPE 1 items to be implemented in a phases.

February 7, 2017

Advertisement Date: February 7, 2017 – February 22, 2017

Document Issue Date: February 7, 2017

Notice of Intent Requested by: February 17, 2017, 12:00 PM PST

Last day for Questions: February 17, 2017, 12:00 PM PST

RFQ Submittal Due by: February 24, 2017, 2:00 PM PST

For additional information, you may visit: <http://ae.ucr.edu/business/consultants.html>

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I. ADVERTISEMENT FOR EXECUTIVE DESIGN PROFESSIONAL SERVICES

The University of California, Riverside requests that qualified landscape architects or architects submit written Statements of Qualifications to provide programming, site planning, and design services for the following proposed project, as described below:

SCOPE 1: Develop a Site Program, Concept, and Preliminary Cost Estimates for:

- 1. UCR Mobility Hub and University Avenue Gateway**
- 2. North Campus Drive Improvements**
 - a. New pedestrian mall between the UCR Mobility Hub and Aberdeen Drive**
 - b. Intersection Improvements at Aberdeen Drive Intersection**
- 3. New pedestrian mall to Linden Street (Recreation Mall)**

SCOPE 2: Executive Design Professional Services for Schematic Design, Design Development, Construction Documents, Cost Estimating, Bidding and Construction Administration Phases for all SCOPE 1 scope items to be implemented in the above listed sequence.

Anticipated Construction Cost: **\$11,250,000** (eleven million, two hundred and fifty thousand dollars)

The University of California, Riverside (UC Riverside) is undergoing a significant increase in student enrollment. As the physical campus expands to accommodate the population growth, safe and welcoming pedestrian, bicycle and vehicular connections are needed to link the new developments to existing developments and the core campus.

The UCR Mobility Hub is a partnership between University of California, Riverside (UCR) and Riverside Transit Agency (RTA), to build the necessary facilities to consolidate and expand RTA service routes to UCR at the present location of Parking Lot 19, on the UCR campus at Riverside, to serve as a transit hub. It is a key idea from UCR's recently completed [Physical Master Plan Study \(2016\)](#) and was further studied in the [UCR Mobility Hub Concept Study \(2016\)](#) and is intended to address current and future transportation needs of the campus through the effective integration of transit, passenger drop-off, and bicycle and pedestrian connections at a convenient central location on campus.

University Avenue, at its current east terminus at Canyon Crest Drive, will be extended east to allow vehicles to enter into campus through the UCR Mobility Hub. The opening of University Avenue into UCR creates the opportunity to create a front door to campus and design a much-needed gateway at a primary entry point. The Mobility Hub will also resolve existing circulation issues relative to passenger drop-off, service and emergency access. When the Mobility Hub is operational, service and emergency access to the campus core will be routed through it, eliminating the circuitous route that service and emergency vehicles presently take (Linden Street to Aberdeen Drive to North Campus Drive). The section of North Campus Drive between the UCR Mobility Hub and Aberdeen Drive can therefore be transformed into a pedestrian mall with limited access of emergency and service vehicles. Additionally existing pedestrian/bicycle/vehicular conflicts at the intersection of North Campus Drive and Aberdeen Drive will also be corrected.

Planning is currently underway for the redevelopment of the existing 54-acre Canyon Crest Family Housing site into a mix of yet to be determined potential uses. To integrate this potential new development with the existing campus and create a direct pedestrian friendly connection, Recreation Mall from Linden Street to the east end of the proposed Mobility Hub will be an important connection. Additionally, the potential to activate the north corner of Campus Surge Building as a focal arrival point from multiple directions needs to be explored.

II. OVERVIEW OF UNIVERSITY OF CALIFORNIA, RIVERSIDE

The University of California, Riverside is situated on 1,125 acres located three miles east of downtown Riverside. It is in the heart of the “Inland Southern California,” an area that includes western Riverside and San Bernardino counties and has become one of the fastest growing areas in California. The campus serves as one of the most important educational and cultural resources for the area.

The campus is bisected by the Interstate 215/SR-60 freeway. The two resulting areas of campus are:

- **East Campus:** The 602-acre main campus is situated east of the freeway and includes the academic Core Campus, student housing and the majority of support functions.
- **West Campus:** The 523-acre area west of the freeway currently is utilized primarily for agricultural research. West Campus is bisected by Martin Luther King Drive, areas south of which are dedicated to long term land based research.

From its origin in 1907 as a 30-acre citrus experiment station to its current 1,112-acre campus, UC Riverside has experienced rapid growth and change. Between 2000 and 2016, its student population grew from 13,000 students to over 23,000 and is expected to reach 30,000 students by 2025. This projected growth presents many challenges to the University’s transportation system - the foremost being the need to support high levels of accessibility, safety, and mobility for students, faculty, staff, and visitors.

Currently, 21% of UCR’s population ride RTA buses, and UCR is one of the busiest transit destinations in the Agency’s transit network: Over 1,785 UCR boardings and alightings are reported on an average weekday. Ridership rates are projected to be even higher in the near future as a result of RTA’s planned service improvements such as the new Rapidlink (scheduled to commence in October, 2017), the increasing popularity of the U-Pass Program, future parking price escalations, regional congestion increases, environmental/sustainability concerns, and changing demographic trends.

III. PROJECT DESCRIPTION

A. SCOPE 1

SCOPE 1 will build upon materials presented in the 2016 *UCR Mobility Hub Concept Study*, and the 2016 *Physical Master Plan Study* and produce a site program and narrative, prepare site design concepts, preliminary cost estimates, and recommend a phasing strategy for the following components.

1. **UCR Mobility Hub** – The UCR Mobility Hub will allow multiple RTA buses to stop and layover concurrently off-street in a safe manner, allowing for transit users to have access to multiple routes within a predictable timeframe and enable convenient transfers within a pedestrian-oriented environment as detailed in the *UCR Mobility Hub Feasibility Study*. The project scope will include:
 - a. A transit hub facility that will include a paved bus loop on a portion of the existing Parking Lot 19, bus concourse and arrival platform, sheltered waiting area and site furnishings, an

- information kiosk and real-time transit displays, six bus embarkation spaces (4 – 40’ bus bays, 2 articulated bus bays), minimum of 17 ADA, 15 short-term, and 5 service parking spaces, passenger drop-off, safe and accessible pathways to the facility, and ADA improvements to existing pathways to improve connectivity to campus.. The proposed improvements will also connect to City of Riverside bicycle lanes (modified as needed) and provide bicycle parking and a bicycle repair facility at the project location.
- b. Signalization (as required by the City of Riverside) and improvements to the University Avenue intersection at Canyon Crest Drive to ensure safe pedestrian, bicycle and vehicular movement
 - c. Site improvements at the east end of the UCR Mobility Hub for a successful integration with the proposed North Campus Drive Improvements and Recreation Mall
 - d. Maintaining service access to the Materials Sciences & Engineering Building and the Highlander Union Building complex through the Proposed Project, including incorporating required access controls to prevent private vehicle access
 - e. Site improvements at the south edge of the UCR Mobility Hub to create a suitable interim condition in anticipation of future capital projects on the remainder of the Parking Lot 19. The site is a potential future building site, and modifications to the Athletics & Dance Building to open a pedestrian portal to the Carillon Mall as envisioned in the 2016 Physical Master Plan Study should be considered.
 - f. Concept level design for activating the first floor, north corner of the Campus Surge Building to integrate with the improvements proposed by this project *Note that at this time no funds are available to implement these improvements and are therefore excluded from SCOPE 2 of this project.*
 - g. University Avenue Enhancements – Concept level designs for roadway improvements and streetscape enhancements to visually and physically align the UCR Mobility Hub roadway improvements with the city owned University Avenue between the proposed UCR Mobility Hub, leading up to the existing signalized entrance to University Extension and University Village. Improvements could include separation of different modes of travel, access control, streetscape elements, landscaped medians, signage, marquees, etc. *Note that at this time no funds are presently available to implement these improvements and are therefore excluded from SCOPE 2 of this project. The concepts developed will inform a future project that will require partnering with the City of Riverside and Caltrans*

2. North Campus Drive Improvements

- a. Transform this section of North Campus Drive (between UCR Mobility Hub and Aberdeen Drive) into a pedestrian mall with hardscape and landscape improvement, separated bike lane, seating, shade, lighting and signage elements, and emergency vehicular access.
- b. The intersection of North Campus Drive and Aberdeen Drive will be modified to reflect the closure of this section of North Campus Drive through appropriate access control strategies and other improvements needed to clarify the paths of different modes of travel to create a safer, reconfigured intersection.

3. **New pedestrian mall from UCR Mobility Hub to Linden Street (Recreation Mall)** – Designed to support the projected campus expansion to the north, the Recreation Mall will include a wide

pedestrian promenade, separated bike lane, a vehicular drive for service access to the loading dock for the Multidisciplinary Research Building 1 (MRB1), potential parking for the Student Recreation Center and ADA compliant parking spaces to serve the campus population in buildings. Starting at the north corner of Campus Surge building/east end of the UCR Mobility Hub, this connection (also known as “Recreation Mall”), will connect to the Student Recreation Center at Linden Street. Future extensions of the Recreation Mall will connect further north to a new mixed-use development (currently in early planning).

Additional context and details about the Proposed Project and UC Riverside’s future growth are available in the following documents available online:

1. *UCR Mobility Hub Concept Study (2016)*
http://planning.ucr.edu/mobilityhub_rfg/feasibility_study.pdf
Note: Configuration shown depicts a program-fit and not a preferred design concept
2. *Physical Master Plan Study (2016)*
http://cpp.ucr.edu/masterplan_study/report.html

B. SCOPE 2

SCOPE 2 scope will include Professional Design and Engineering Services for the Proposed Project in accordance with the terms of the University of California standard Executive Design Professional Agreement for Schematic Design, Design Development, Cost Estimating, Construction Documents, Bidding, and Construction Phase.

C. AWARD OF CONTRACT

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

The delivery method of this project has not been determined. Exercise of SCOPE 2 services will be at the sole discretion of the University and will be provided under the appropriate Design Professional Agreement (EDPA).

IV. PROJECT REQUIREMENTS

A. CONSULTANT TEAM AND PROCESS

The consultant team should include appropriate individuals such as landscape architects, architects, cost estimators, and engineers, and other consultants as may be needed to appropriately complete the indicated scope of work.

The consultant team will receive direction from the UCR Project Management Team (PMT). The PMT will consist of representatives from the UC Riverside offices of Capital Planning, Architects & Engineers, Auxiliary Services and RTA. Other participants may include faculty, staff, and students. The PMT will act as a liaison for UCR campus representatives/work groups, and the consultant team.

The planning and design process will require interactive meetings, planning sessions, and workshops, and require presentations to the Design Review Board (DRB) and other work groups.

The consultant team will be responsible for producing all meeting minutes and associated handouts in an electronic format. These materials will be provided in a format consistent with campus standards, and will be promptly distributed to campus participants by the PMT within one week of the meeting.

B. SCOPE OF SERVICES (SCOPE 1 only)

The selected consultant team will be required to produce graphic, written, and digital documentation that clearly presents site and facility requirements. Program requirements and site analysis will be accomplished by working closely with PMT and campus representatives. Planning and design processes will need to demonstrate stewardship of the campus' limited financial resources and environmental assets. Key elements of the Scope of Services include:

1. **Mobilization / Data Collection:** Review schedule and deliverables with the PMT. Compile existing programmatic and campus information that is necessary to complete the identified scope of services using surveys, interviews, and other applicable techniques.
2. **Site Program:** Develop a site program that addresses the programmatic needs for the identified functions.
3. **Site Analysis:** Examine the proposed campus location to identify site opportunities that will address program requirements as well as constraints. The goal will be to incorporate the program into the identified site in the best possible manner. Proposed utility service points of connection will also be identified.
4. **Functional Concepts and Design Criteria:** Evaluate programmatic adjacencies and produce diagrams showing essential relationships between functional areas. Consideration will be given to main building entries, circulation, service, and adjacent open space. Concepts will show how overall program requirements can be implemented while optimizing the use of limited financial resources. Code analysis narrative for all applicable is also required.
5. **System Criteria/Requirements:** Develop performance standards for applicable system components, including basic hardscape, structural, storm water, site electrical, site lighting, telephone/data communications, and site furnishing elements, fixed and/or moveable elements, and finishes as appropriate. Sustainable design principles will be considered while developing system criteria. Performance standards must be in accordance with UCR specifications and design criteria.
6. **Project Schedule and Implementation Plan (for Proposed Project Only):** Develop a preliminary project schedule that shows the concept design, schematic through working drawings, specifications, and construction timeframes in tabular and graphical formats and is aligned with the project schedule. Identify an implementation strategy that meets project schedule and/or improves the project delivery timeline. Schedule will include all aspects of the project. Alternative delivery opportunities that the UC Riverside should consider to reduce time to delivery, manage costs, and maintain quality should also be considered.
7. **Cost Plan:** Compute preliminary construction cost utilizing all program variables, including all assumptions about layout, materials, systems, sustainability, etc. at current California

Construction Cost Index (CCCI). All assumptions must be clearly documented, and furnish cost in current dollars computed to the construction midpoint. Preference is to utilize the expertise of a Certified Professional Estimator and/or equivalent to produce the estimate.

8. **Sustainability:** Consider the above items in the context of the UC Riverside's commitment to sustainable design principles. The project will also support campus efforts to achieve carbon-neutrality. The Executive Design Professional will have prime responsibility for relevant aspects of the University of California system wide sustainability goals and state mandates.
9. **Findings and Conclusions:** Present project information to the Design Review Board (DRB) at a minimum of one milestone each of Phases 1 and 2 respectively.

The project will consider all utility systems that are necessary to support the Proposed Project, and include, but are not limited to: Domestic Water and Fire Water; Storm Water Management; Electrical Power Distribution (includes emergency power); Data/Telecommunications (voice, data, wireless, fiber optic connectivity); Fire Alarm; Security Systems, and Campus Irrigation Water and utility relocations necessitated.

C. DELIVERABLES

The recommendations of SCOPE 1 shall be submitted in report form in graphic and narrative format, as necessary to communicate the site planning and design intent. All reports, maps, plans and graphics will be provided in PDF format as well as their original format such as the AutoCAD (version in use at UCR), Adobe Photoshop (.PSD), Adobe Illustrator (.AI), etc., with all layers and links intact. All site plans will be aligned with the campus coordinate system and be provided in a format that can easily be incorporated into the Campus Geographic Information System (GIS).

The deliverables for SCOPE 2 will be defined in the EDPA. The University standard CMAR EDPA is attached for reference.

D. PROJECT SCHEDULE

As the UCR Mobility Hub is a critical first step for all of the proposed improvements, award of consultant contract for both PSA and EDPA is subject to approval of the Memorandum of Understanding between UC Riverside and RTA for the UCR Mobility Hub project. The selected consultant team must be ready to start work in early April, 2017.

SCOPE 1: If needed, services for SCOPE 1 can overlap partially with SCOPE 2 provided that all approvals are in place. The PMT will work with the selected consultant team to develop a detailed project schedule.

SCOPE 2: The schedule for SCOPE 2 is driven in part by the need to complete the UCR Mobility Hub portion by June 30, 2019 to meet granting agency stipulations. Critical elements must be constructed by the said date and a project schedule developed accordingly. All elements of SCOPE 2 must be completed by December 31, 2020.

CEQA documentation will be completed as a separate effort with a firm selected by UCR to allow for the construction of the UCR Mobility Hub to enable RTA service to be operational by June 30, 2019.

V. SUBMITTAL REQUIREMENTS & SCREENING PROCESS

Entities intending to submit Qualification Documents for this project are asked to confirm their intent to do so by emailing a written statement (Notice of Intent) to the RFQ Administrator by 12:00 PM on February 17, 2017.

The last day for questions will be on February 17, 2017, 12:00 PM.

Submit Notice of Intent and Questions to:

Chantell Mesha

UCR Contracts Administration

Email: chantell.mesha@ucr.edu

Submit 1 electronic copy of your response to this RFQ on a flash drive and mail or hand deliver on or before 2:00 PM, February 24, 2017 to:

Architects and Engineers, Chantell Mesha
1223 University Avenue, Suite 240
Riverside, CA 92507

E-mail submissions, faxed submissions and telephonic submissions will not be accepted.

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

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

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

A. SUBMITTAL FORMAT (Electronic copy, maximum of 30 pages of content excluding UCR required forms, cover letter, tabs/divider pages)

UC Riverside is looking for a highly creative, responsive, and best qualified consulting team. Proposals should be concise and contain a cover letter that highlights the firm and/or team's unique qualifications, and the primary point of contact name, telephone number and direct e-mail address.

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

1. Qualification Submittal Form: Please complete, sign and provide requested documents.
2. Introduction: Describe the composition of the team assigned to the project, its planning and design approach and how this will contribute to a successful project. Explain the firm/team's unique qualifications for the project.

3. Approach: The consultant team proposal should include a description of the recommended planning approach. Also describe the approach that will be used to complete the identified tasks within the identified timeframe, specific challenges associated with the project, and how these challenges will be addressed. Summarize the methodology that will be used and how the process was successfully utilized on similar projects. Outline an anticipated work plan and schedule that illustrates how the project will be completed within the identified timeframe.
4. Team Description a Relevant Professional Experience: Proposals should outline the entire consultant team (see Submittal Format section). Provide names, educational background, professional registrations, experience and proposed role for each team member (including sub-consultants). Describe and furnish a project team organization chart. The team project manager shall be clearly identified. Team members described must be only those assigned to work on the project. The University reserves the right to participate in the selection of and approval of certain sub-consultants.
5. Project Experience: List comparable projects in reverse chronological order in which team members were involved. Identify the team member involved and their role with each project. Indicate clearly whether the project was completed by the firm or the by a team member when employed in another firm. Additional consideration may be given to proposed team members and firms that have successfully worked together on previous projects.
6. Illustrative Materials: Provide project pages that illustrate the team’s capabilities with similar projects. Include a brief project narrative that describes the project, highlights unique features, and identifies proposed or actual completion date. Such materials should be limited to projects referenced in other sections.
7. References: Provide names, addresses, email addresses and telephone numbers of previous clients who may evaluate referenced work.

B. QUALIFICATIONS

Highest consideration will be given to consultants with demonstrated experience in:

1. The programming, planning, design and construction of exceptional transit environments, significant open spaces, and distinctive gateways and entrances at large college or university campus settings.
2. Meeting project milestones and schedule, taking into account University processes, participation, and review.
3. Code analysis and resultant impacts on design and construction.
4. Familiarity with the UCR processes, and responsiveness to campus needs.

C. SELECTION PROCESS/CRITERIA

All proposals will be examined for merit and ranked by a selection committee according to quality and responsiveness. The successful proposals will be placed on a shortlist, and called for interviews. Only key individuals representing the particular firm and/or team should attend the interview, and must include the team project manager.

The selection committee is seeking project teams that exhibit strong site planning and design skills and have demonstrated experience with comparable projects at large colleges and universities. Major considerations in the team/firm selection will be based upon the following criteria:

1. Planning and design expertise
2. Experience of the firm/proposed team at large colleges and universities
3. Planning approach
4. Experience of the team members
5. Management plan and approach to quality control
6. References

D. SCHEDULE FOR SCREENING AND SELECTION OF CONSULTANTS, INTERVIEWS

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

Statement of Qualifications must be received on or before 2:00 PM, on February 21, 2017 electronically per instructions provided in response to entity's Notice of Intent.

The selection process will proceed as follows:

1. Entities are **REQUIRED** to submit a written Notice of Intent as indicated in the Request for Qualifications Advertisement. The Notice of Intent shall be in the form of an email to the RFQ Administrator announcing the entity's intent to submit Qualification Documents for this project.
2. Entities who are eligible to submit Qualification Documents for this project, must submit all required documents by the given deadlines, as required in the Request for Qualifications Advertisement.
3. The University Screening Committee will evaluate each Statement of Qualifications Submittal and will rank the top three (3) prospective firms on their demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required.
4. The Screening Committee shall develop a list ranking the top three firms, and shall submit the list to the Vice Chancellor Business Administration Services or designee for review and approval.
5. The Vice Chancellor Business Administration Services or designee shall review and approve the list and shall notify all parties of the top three (3) ranking firms.
Note; The University reserves the right to interview more than 3 firms if the University determines it is in the University's best interest to do so.
6. The University will notify the top three (3) ranking firms that they have been selected for a Presentation/Interview with the selection committee for each of the proposed teams. Notice shall be in writing, will include the time and date for the presentation/interview. It is

anticipated that interviews will be scheduled in the week of March 6, 2017. Each firm shall have the proposed key team members and project manager in attendance.

7. Submitting firms will be notified of the decision by the Selection Committee within 3 days of the Selection Committee's decision.

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

E. NEGOTIATION AND AWARD OF CONTRACT

1. The University will negotiate a contract with the best ranked qualified firm for services at compensation that the University determines as fair and reasonable.
2. Negotiations shall begin within 14 days after the successful firm has been notified of its selection, unless the written notice provides that additional time is necessary to begin negotiations.
3. The University and firm shall work together to ensure the successful delivery of the requested services in a timely fashion.
4. In the event an impasse is reached in negotiations, the University may terminate negotiations and enter into negotiations with the next qualified firm, in the same manner as prescribed below.
 - a. Should the University be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the University determines to be fair and reasonable, negotiations with that firm shall be formally terminated in writing by the University.
 - b. The University shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the University shall terminate negotiations in writing. The University shall then undertake negotiations with the third most qualified firm.
 - c. Should the University be unable to negotiate a satisfactory contract with any of the selected firms, the University shall select additional firms in order of their competence and qualification and continue negotiations in accordance with these Instructions until an agreement is reached.
 - d. Upon the completion of negotiations, the University and the firm shall proceed to execute a contract. The University shall provide the firm the contract within 45 days after the conclusion of negotiations, unless the University notifies the firm that additional time is necessary to complete the contract.
 - e. If the selected firm fails to execute the contract within 14 days of receipt, the University may formally terminate the negotiations with that firm in writing and

undertake negotiations with the second most qualified firm and so on as previously described above.

VI. CONTRACT REQUIREMENTS

1. All consulting services to be provided by the consultant shall be in accordance with the issued University Contract Documents. University Standard Form of Professional Service Agreement (PSA) and appropriate Design Professional Services Agreement (EDPA).

Note any exceptions to the attached Professional Service Agreement (PSA) and Design Professional Services Agreement (EDPA) that would prevent your firm from executing the Agreement in your response. We cannot accept any request to include language to limit liability with regards to insurance and/or modify the indemnification clauses. To view samples of the Design Agreements, please visit:

http://www.ucop.edu/construction-services/files/facman/contracts/edpa_cmar_agreement.docx

and

<http://www.ucop.edu/construction-services/facilities-manual/contract-templates-design/edpa.html>

2. University requires evidence of insurance coverage: general liability, automobile liability, and worker's compensation. If consultant does not currently have coverage in accordance with University requirements, listed below, documentation shall be submitted indicating that such coverage will be in place prior to execution of the Consultant Agreement.

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000

<u>Workers' Compensation and Employer's Liability**</u>	Minimum Requirement
Workers' Compensation:	(as required by Federal and State of California law)
Employer's Liability:	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000

	<u>Minimum Requirement</u>
<u>Professional Liability Insurance* – Limits of Liability</u>	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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

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

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

END

SURVEY (Information Only)

1. How did you hear about this RFQ?

Press Enterprise

UCR Website

Other: _____

2. INSURER

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

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

YES NO

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000

Workers' Compensation and Employer's Liability**

Workers' Compensation:	Minimum Requirement (as required by Federal and State of California law)
Employer's Liability:	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000

<u>Professional Liability Insurance* – Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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

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

2.2 Insurance Declaration:

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

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

submittal

(Name of Prospective Firm)

and that this Declaration was executed in

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

on _____.
(Date)

(Signature)

(Name & Title)

(Insurer Name)

(Street Address)

(City, State & Zip Code)

(Telephone Number)

(Facsimile Number)

(Mobile Number)

(Email)

4. DECLARATION

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

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

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

on _____ .
(Date)

(Signature)

END OF QUALIFICATION SUBMITTAL

PROFESSIONAL SERVICES AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

{CONSULTANT or LABORATORY NAME}

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

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

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

I. CONSULTANT SERVICES AND RESPONSIBILITIES

A. The Consultant shall furnish the following services:

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

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

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

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

B. Consultant hereby represents to the University that:

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

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

- 1. Consultant will not request any modifications to those terms and provisions to the EDPA and will execute the EDPA in the form in the Exhibits; and
- 2. Consultant will negotiate in good faith both a fee to perform the Basic Services and a rate schedule

to perform Additional Services based on its then current rate structure consistent with its normal practice and consistent with University guidelines for fees and rates for similar projects.

II. TERM

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

C. **University- initiated Termination**

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

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

D. **Consultant - initiated Termination**

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

III. GENERAL PROVISIONS

- A. *Independent Contractor.* The Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of the University.
- B. *Consultant Hiring.* The Consultant shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any

service covered by this Agreement.

- C. *Subconsultants.* The Consultant shall cooperate with other professionals employed by the University in the production of other work related to its services. Subject to approval by the University, the Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant may hire the services of subconsultants with University approval in place of or in addition to those employed or retained by the Consultant. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the University and the professionals employed by the Consultant under the terms and conditions of this Agreement. The Consultant is solely responsible for payment of any subconsultants.

- D. *Legal and Regulatory Compliance.* The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.

- E. *Copyright, Ownership and Use of Materials.* Consultant hereby assigns to the University all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by Consultant in its performance under this Agreement and/or delivered to the University hereunder and shall execute any documents necessary to effectuate such assignment, with the exception that Consultant hereby grants to the University an irrevocable, fully-paid up, royalty-free license to use any document provided to the University including without limitation any document known as a "detail." Consultant warrants that it has the lawful right to grant the foregoing license to the University. . In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's or entity's name. Materials constitute all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. All Materials furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the University retains the right to receive and use any such documents or materials any dispute regarding the amount to be paid under this Agreement notwithstanding. The foregoing provisions shall survive the term and termination of this Agreement.

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

- G. *Conflict of Interest.* The Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between the Consultant's family, business, or financial interests (including services provided to another client) and the services provided under this Agreement, and that in the event of a change in either the private interests or services under this Agreement, any questions regarding a possible conflict of interest that may arise as a result of this change shall be disclosed in writing to the University.

The Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

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

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

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

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

University's right to audit Consultant's books and records, shall remain in full force and effect after any expiration or termination of the Agreement or Final Completion of any related Project or the performance of services under this Agreement.

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

IV. COMPENSATION

- A. Compensation payable by University under this Agreement shall not exceed \$_____.
- B. The University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.
- C. The University will compensate the Consultant for the scope of services provided in accordance with this Agreement, computed as follows:
 - 1. For each written authorization, a maximum payment shall be established that shall not be exceeded without the prior written approval of the University.
 - 2. All fees shall be in accordance with the Consultant Rate Schedule contained in the Exhibits. Unless otherwise provided in the Consultant Rate Schedule, rates shall not be changed except in accordance with paragraph VIII.A. Alternatively, a lump-sum fee may be negotiated.
 - 3. Payments to the Consultant shall be made monthly, subsequent to the University's receipt of an invoice itemizing the fees and reimbursable expenses for each written authorization for the month invoiced.
 - a. *Invoicing for Services Performed on a Labor Hour / Time-and-Materials Basis.* Consultant must submit an itemized invoice for services rendered for each Work Authorization. The itemized invoice must include (i) fees and authorized reimbursable expenses for the month invoiced, (ii) the Contract Number of this Agreement, (iii) the Work Authorization number, (iv) the project name and number if applicable, (v) the date of services, (vi) a summary of the tasks performed with associated hours and billing rates and (vii) supporting timesheets. Payment will be subject to verification by University's Representative. *Overtime premiums* will not be allowed for exempt service professionals. Authorized overtime will be compensated at straight-time rates unless specifically provided otherwise in the Rate Schedule.
 - b. *Invoicing for Services Performed for an Established Lump-Sum Fee.* Consultant will invoice University for authorized services performed for an established Lump-Sum Fee. A lump-sum invoice may be submitted upon completion of the authorized work. If monthly billings are requested, Consultant shall submit a proposed monthly billing schedule for University's approval. Proposed monthly billings must relate to the percentage of work performed each month in proportion to the total Work Authorization amount. Payments will not be made that exceed the value of work performed during the billing period. Each invoice must include (1) the fee for the month invoiced, (ii) the Contract Number of this Agreement, (iii) the Work Authorization number, (iv) the project name and number if applicable, (v) the dates of services or a copy of the approved billing schedule, and (vi) a summary of the tasks performed. The amount invoiced will be subject to verification by University's Authorized Representative. All overtime premiums, reimbursable expenses except as mutually agreed per IV.C.4., and project related overhead or administrative expenses are Consultant's responsibility and are considered

included in the lump-sum fee.

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

UCR Architects & Engineers; Capital Finance
 1223 University Avenue, Suite 240
 Riverside, CA 92521

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

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. Consultant shall indemnify, defend, and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom Consultant is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.
2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert

fees) incurred in providing a defense for Indemnitees shall be reimbursed by University except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.

3. Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.
4. Nothing in this Agreement, including the provisions of this Article V, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE

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

a. Commercial Form General Liability Insurance with coverage and minimum limits as follows:

i.	Each occurrence	\$1,000,000
ii.	Products Completed; Operations Aggregate	\$1,000,000
iii.	Personal and Advertising Injury	\$1,000,000
iv.	General Aggregate	\$2,000,000

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, and hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

c. Professional Liability Insurance, with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.

d. If the above insurance (subparagraphs V.B.1.a – V.B.1.c) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion of the services authorized pursuant to each Written Authorization executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1.a-V.B.1.c shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

e. Workers' Compensation and Employer's Liability Insurance as follows:

i. Worker's Compensation: as required by Federal and State of California law.

ii. Employer's Liability: Each Employee \$1,000,000
 Each Accident \$1,000,000
 Policy Limit \$1,000,000

iii. Insurance required by this subparagraph V.B.1.e shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) that are acceptable to the University.

f. Consultant, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article V., including the following requirements:

i. Consultant shall have the insurance company complete University's Certificate of Insurance on the form contained in the Exhibits. If Consultant's insurance company refuses to use the University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with Paragraph V.B. and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.

ii. If insurance policies are canceled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Consultant.

iii. University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Consultant in writing, will be included as additional insureds on Consultant's general liability policy for and relating to the Work to be performed by Consultant and Subcontractors. Consultant's general liability insurance policy shall name University as an additional insured pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.

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

VI. STATUTORY AND OTHER REQUIREMENTS

A. NONDISCRIMINATION

1. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry;

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

B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
2. Consultant shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6 of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. References to Covered Services hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.
3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Consultant in the execution of the Covered Services hereunder. Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. Consultant shall forfeit to University, as a penalty, not more than \$200 for each calendar day, or portion thereof,

for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant fee. Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS

1. Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey person, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.
2. Consultant shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Consultant shall inform University of the location of such payroll records for the written authorization, including the street address, city, and county; and Consultant shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with the State of California Labor Code Section 1776, Consultant shall have 10 days in which to comply following receipt of notice specifying in what respects Consultant must comply. Should noncompliance still be evident after the 10-day period, Consultant shall forfeit to University, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training

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

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
3. When Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeymen who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyman work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.
4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
5. If Consultant or subcontractors or subconsultants employ journeymen or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.
6. In the event Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.
7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Consultant or subcontractors or subconsultants of journeyman trainees who may receive on-the-job training to enable them to achieve journeyman status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

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

F. PATIENT HEALTH INFORMATION

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

VII. NOTICES

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

VIII. AUTHORITY OF AGREEMENT

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

B. This Agreement includes the following Exhibits attached herewith:

Amendment
Certificate of Insurance
Final Distribution of Contract Dollars
Rate Schedule
Reimbursement Schedule
Self-Certification
Work Authorization
Reference RFQ/RFP Documents
Executive Design Professional Agreement

SAMPLE

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

CONSULTANT:

(Name of Company)

By: _____
(Signature & Date)

(Print Name & Title)

Address: _____

(License Number, if applicable)

(Employer ID Number)

Telephone Number(s): _____

Facsimile Number: _____

Recommended:

By: University's Representative

(Signature & Date)

Name
Title
Architects & Engineers

(Print Name & Title)

Funds Sufficient:

By: Financial Administrative Officer

(Signature & Date)

Greg Artman
Director
Business Support Services

(Print Name & Title)

UNIVERSITY:

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

(Signature & Date)

George MacMullin
Director of Project Management
Architects & Engineers

(Print Name & Title)

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

Telephone Number: 951.827.4724

Facsimile Number: 951.827.4556