

# **ADDENDUM NO. 1**

**July 23, 2015**

## **REQUEST FOR QUALIFICATIONS Design Professional**

**FOR**

**Multidisciplinary Research Building 1  
PROJECT NO. 958025  
CONTRACT NO. 958025-PSA-2016-9**



The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same.

**1. ADVERTISEMENT FOR DESIGN PROFESSIONAL SERVICES**

**Item No.**

1-1 **Delete** the existing Advertisement for Design Professional Services and replace with the one issued in this Addendum. (Please note that any additional language will be noted in underlined italics, and any deletions in language will be noted with a ~~strikethrough~~)

**2. PROJECT INFORMATION AND REQUIREMENTS**

**Item No.**

1-1 **Delete** existing Project Information and Requirements and replace with the one issued in this Addendum. (Please note that any additional language will be noted in underlined italics, and any deletions in language will be noted with a ~~strikethrough~~)

**3. RFQ SUBMITTAL PROCESS**

**Item No.**

1-1 **Delete** the existing RFQ Submittal Process and replace with the one issued in this Addendum. (Please note that any additional language will be noted in underlined italics, and any deletions in language will be noted with a ~~strikethrough~~)

**4. QUALIFICATION SUBMITTAL EVALUATION – ATTACHMENT B**

**Item No.**

1-1 **Delete** the existing Qualification Submittal Evaluation – Attachment B and replace with the one issued in this Addendum. (Please note that any additional language will be noted in underlined italics, and any deletions in language will be noted with a ~~strikethrough~~)

**5. REQUEST FOR QUALIFICATIONS – Questions & Answers**

RFQ RFI No.	QUESTIONS / ANSWERS
1-1	<p><b>Question:</b> We are trying to make a business decision on which phase to pursue. The RFQ states the Design Team will “generate bridging documents”. Will these be equivalent to Design Development or more typical to those prepared for a DPP?</p> <p><b>Answer:</b> The Master Architect team will generate bridging documents that consist of programming documents, design and technical performance criteria. Building design is not anticipated. Please refer to the scope of services as elaborated in Section II, D.</p>
1-3	<p><b>Question:</b> ADVERTISEMENT FOR SERVICES, page 3, This section states that the Design Professional and Sub Consultants selected will not be eligible to participate on a team in the subsequent Design-Build selection (competition phase). Q: Will such a competition carry a realistic STIPEND for those teams shortlisted to submit a technical proposal with a developed design.</p>

	<p><b>Answer:</b> The Design-Build competition will include stipends.</p>
1-4	<p><b>Question:</b> Many of the larger architectural design firms (firms with whom we frequently work on large new science buildings) are wanting us to be available as a sub-consultant for their teams for Phase 2. However, their concerns are whether our Consultancy firm will be allowed to be on their design/build teams for the second phase if we also participate in the first phase of the project.</p> <p><b>Answer:</b> Per Section II, G. Sub-consultants serving on the Master Architect’s team will not be eligible to participate in the ensuing competitive Design-Build process.</p>
1-5	<p><b>Question:</b> Are there any conflict of interest concerns on the part of the University if one branch of a consultancy firm is selected via the recent RFQ for PM/CM, while another subdivision of the same firm pursues participation as a sub-consultant to the Master Architect for the bridging services?</p> <p><b>Answer:</b> Yes there is a conflict of interest. Consultant firms providing PM/CM Services to UCR A&amp;E for this project will not be eligible to participate as a part of the Master Architect Team or the Future Design Builder Team.</p>
1-6	<p><b>Question:</b> For Section 3, you state under Section 3, Item 1b that we should provide “No more than (2) photographs or diagrams e.g. plans, conveying features relevant to the requirements of MRB1...” However, Section 3, Item 3 states that you would like to see “Work product examples demonstrating design responses and graphic abilities...” Do you envision those examples fitting into the 4 pages allotted for each project?</p> <ul style="list-style-type: none"> <li>• If yes, would the sample pages count against the 2 “photographs or diagrams e.g. plans”?</li> <li>• If no, how do you want us to present the sample work?</li> </ul> <p><b>Answer:</b> No, sample pages will not count against allowance of sheets. Please present work in a manner that is both reasonable and conveys the intent.</p>
1-7	<p><b>Question:</b> Do all sub-consultants need to complete the “UC Consultant Experience Form” or only the prime?</p> <p><b>Answer:</b> Yes, the University would like to see the form for the prime and its sub-consultants.</p>
1-8	<p><b>Question:</b> Do covers, backs, table of contents, divider pages, and/or UCR Issued forms count against the 80 page limit?</p> <p><b>Answer:</b> No</p>

**END OF ADDENDUM**

**University of California, Riverside**

**Request for Design Professional Qualifications**

**FOR**

**MULTIDISCIPLINARY RESEARCH BUILDING 1**

Project Number: 958025  
Contract Number: 958025-PSA-2015-9

July 20, 2015

Advertisement Date:	July 20, 2015 – August 3, 2015
Document Issue Date:	July 20, 2015
Last day for Questions:	July 27, 2015, 5:00 PM
RFQ Submittal Due by:	August 4, 2015, 2:00 PM

Addendum No. 1, July 23, 2015

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

## I. ADVERTISEMENT FOR SERVICES

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

### **Multidisciplinary Research Building 1 Project**

Project 958025

Anticipated Construction Cost: \$98,000,000 - \$115,000,000

The University of California, Riverside, will select a Design Professional to be the University's **Master Architect** for Multidisciplinary Research Building 1, which will be delivered via the Design-Build delivery method. During Phase 1, the Design Professional will provide Programming services, develop Bridging Documents (*consisting of Design & Technical Performance Criteria, not a building design*), as well as provide support throughout the Design-Build procurement (Competition) process for this project. Subsequent phases of work may include (but not be limited to) transition meetings with winning Design-Build entity, peer review of milestone design & construction documents (developed by Design-Builder), review of key submittals, and construction administration support as-needed.

The selected entity must be able to start work immediately.

Upon identification of the first ranked firm, the University will commence negotiations with the selected firm for the full scope of services and will assign the University of California's Professional Services Agreement (PSA). Upon anticipated UC Regents action in September 2015, the University intends to execute the Master Architect Agreement for the remaining services. (The scope indicated in the UCoP template agreement will be modified accordingly to reflect the project-specific scope.)

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

The complete RFQ packet will be available (in electronic format only) beginning **Monday, July 20, 2015, at 10:00 AM**. To receive a copy of the RFQ Documents, email the RFQ Administrator listed below:

Carmen Long  
UCR Contracts Administration  
Email: [carmen.long@ucr.edu](mailto:carmen.long@ucr.edu)

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

It would be highly appreciated, but is not mandatory, if interested firms would provide notification of their interest to submit Qualification Documents for this project to the RFQ Administrator via email, by 5:00 PM, **July 27, 2015**. This will allow the University to ensure that interested parties receive all relevant communications.

## II. PROJECT INFORMATION AND REQUIREMENTS

### A. PROJECT BACKGROUND

The University of California, Riverside (UCR) is actively hiring 150 new faculty members in the next three years. To support this crucial need, UCR will be constructing a new research facility, the Multidisciplinary Research Building 1 (MRB1), to accommodate the planned faculty growth, and to expand UCR's research capability.

Areas for expansion of research reflect priorities as identified in the *UCR 2020: The Path to Preeminence* strategic plan, span colleges and departments, involving investigators from Bourns College of Engineering, College of Natural and Agricultural Sciences, School of Medicine, and College of Humanities, Arts and Social Sciences. Examples of new research clusters include: biomedical informatics, neurosciences, systems biology, pathophysiology, and aging and life span.

In order to accommodate this research, as well as the addition of new faculty members, the campus will need additional research space. The project is envisioned to be multidisciplinary to support the anticipated collaboration among researchers. Parallel and collaborative investigative efforts can allow for new and innovative research strategies that can produce results not otherwise achievable by traditional research approaches.

Creating a collaborative environment that supports these partnerships is therefore a critical component to the success of multidisciplinary research. Furthermore, this environment must affirmatively promote and enable the specific scientific and technological processes that are unique to the different disciplines, as well as provide the ability to adapt to research requirements that will emerge over the next several decades.

### B. PROJECT DESCRIPTION

UCR projects that the new building will provide 130,000 to 150,000 gross square feet of new construction. The space program will incorporate the following types of spaces:

- Wet, dry, and computational laboratories. Wet research laboratories will be designed as Biosafety Level 2.
- Core laboratory support facilities that accommodate shared equipment and are incorporated throughout the building to address specific research support requirements. Support facilities include a barrier vivarium containing animal holding areas, procedure rooms, and related vivarium support spaces.
- Offices, scholarly activity, and conference rooms.
- Computational resources that support the development of image processing and mathematical modeling are essential for multidisciplinary efforts that often involve large quantities of data. This requires computational support areas to compile, analyze and manage massive data sets.

A modular planning principle will be utilized to establish a building framework that provides flexibility that is essential for collaborative research.

**C. PROJECT LOCATION**

The selected building site is within the zone indicated in Attachment A C. UCR seeks to optimize the site configuration to allow for another future research facility to share the site envelope identified. The proposed use is consistent with the UCR 2005 Long Range Development Plan (LRDP) Amendment 2 (2011).

**D. SCOPE OF SERVICES**

The University intends that the project resulting from the Design-Build process will optimize the value received – in terms of capacity, capability and quality – from a fixed maximum investment of fiscal resources.

The University intends to award a PSA for initial services, which at the University's discretion will be transitioned to a Master Architect Agreement pending Regental approval. At this time, the University envisages that the Bridging Phase will consist of work scope in three specific areas: 1) Program Definition, 2) Design Criteria, and 3) Technical Criteria, all to be developed concurrently within the defined timeframe. *The* Master Architect's work plan should address this approach. The Master Architect's scope of services will entail the following:

- Develop a functional program based on the University's research goals and the application of contemporary technology, standards and best practices; (as
- Generate comprehensive design and technical performance criteria, responsive to the University's program and budget for the project, taking into consideration that the building's principle researchers are not yet identified;
- Develop parameters to optimize building configurations and site relationships;
- Develop conceptual design 'test-fit' options responsive to the programmatic, design, and technical goals (development of these options is intended solely for identification of key parameters to be incorporated in the Design & Technical Performance criteria);
- Generate Bridging Documents that clearly communicate Program, Design and Technical Performance criteria utilizing graphic, quantitative and written descriptions;
- Develop and incorporate into the Bridging Documents a structured system for verification of design & technical parameters throughout the Design-Build design documentation and construction phases;
- Provide support throughout the Design-Build procurement (competition) process, including responding to questions during the process, and review and evaluation of the Design-Build submittals;  
Provide peer review services throughout the Design-Build process, within a scope to be determined by the University.

The proposed Project Budget is targeted at \$150M, with a Total Construction cost of \$98M - \$115M, with a target building area of up to 150,000 GSF.

**E. SCHEDULE**

Bridging Phase work would proceed on the following schedule:

- Consultant selection: 3 – 4 weeks
- Program Definition, and Criteria Development: 12 – 16 weeks

Anticipated schedule for subsequent phases:

- Design Phases (D-B competition and Design Development): November 2015 - May 2016



- Construction Documents: May 2016 – October 2016
- Construction: Summer 2016-Fall 2018

#### **F. JOINT VENTURES/ASSOCIATIONS**

If the Master Architect proposes to consist of an association or joint venture, then the response to this RFQ must address the qualifications of each of the respective firms forming the association/joint venture. The response of the proposed joint venture or association to this RFQ must be a fully integrated and coherent document, clearly describing the services and staffing model proposed under the joint venture or association.

#### **G. CONSULTANTS**

Architectural firms submitting for this RFQ shall recommend sub-consultants that would form the proposed Master Architect team. Sub-consultant disciplines shall include: Laboratory Planner, Structural, Mechanical, Electrical, Plumbing, Civil, Telecom/Data, Audio-Visual, and Landscape. The University will review the proposed sub-consultant team. Final selection of sub-consultants will be determined by the University in consultation with the selected Master Architect. Sub-consultants serving on the Master Architect's team will not be eligible to participate in the ensuing competitive Design-Build process.

The University has engaged a cost consultant under a separate contract, to provide cost analysis and reconciliation throughout the Bridging phase. The Bridging team (under this Master Architect contract), remains responsible for development of program, design and technical performance criteria which are attainable within the University's budget.

#### **H. CONTRACT REQUIREMENTS**

1. All services to be provided by the selected Master Architect shall be in accordance with the issued University Contract Documents. University Standard Form of Professional Services Agreement (PSA).
  - a. Respondents to this RFQ shall cite explicitly, in an attachment to the Cover Letter, any provisions of either the attached Professional Services Agreement ("PSA"), or in the attached Master Architect Agreement that would be an obstacle to your firm's executing either Agreement. Executive Design Professional Agreement (EDPA) that would be an obstacle to your firm's executing either Agreement.
  - b. The University cannot entertain requests to substantively alter the provisions of the respective Agreements with respect to insurance requirements, liability or indemnification.
2. University requires evidence of insurance coverage: general liability, automobile liability, and worker's compensation. If consultant does not currently have coverage in accordance with University requirements, listed below, documentation shall be submitted indicating that such coverage will be in place prior to execution of the Consultant Agreement.

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
	 Minimum Requirement
<u>Workers' Compensation and Employer's Liability**</u>	
Workers' Compensation:	(as required by Federal and State of California law)
Employer's Liability:	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000
<u>Professional Liability Insurance* – Limits of Liability</u>	<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.

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

### III. RFQ SUBMITTAL PROCESS

#### A. RFQ SELECTION CRITERIA

The Screening Committee will be seeking Master Architect project teams with experience in comparable projects and with the Design-Build delivery method. Applicants should clearly highlight such projects and their similarities to the proposed project. Specific responses will be reviewed more carefully than those stressing breadth of experience or general qualifications. Submittals should focus on relevant experience of the proposed staff. Major considerations in selection of the firm will be the following:

- Demonstrated firm and staff experience in the programming and design of university, institutional, or corporate major research facilities.
- Demonstrated firm and staff experience in site planning and university campus urban design.
- Demonstrated experience in state-of-the-art research laboratory design, including use of best practices and industry standards to develop space for not-yet-identified faculty as well as the design of vivaria and other core laboratory support facility space.
- Experience with the Design-Build process, and with development of Design & Technical criteria Bridging documents.
- Proven capabilities for providing creative design solutions. Firms are asked to submit appropriate graphic material supporting design creativity and excellence, particularly as applied to Bridging documents.
- Experience creating and managing a work plan within defined time constraints.
- Proven technical, cost and schedule management capabilities, including experience with Target Value Design. Experience with the State Fire Marshal and Division of the State Architect, particularly on University projects within the State of California.
- Experience with institutional clients and building committees.
- Qualifications of the Principals and Project Team Members, including the proposed definition of the primary responsibility of each role.

Proximity to the Riverside campus – it is preferred that the ~~Executive~~ Master Architect's services to the project be provided primarily by an office within 100 miles of the UC Riverside campus.

#### B. RFQ SCHEDULE

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

1. The complete request for qualifications (RFQ) packet will be available at <http://pdc.ucr.edu/business/consultants.html> on **Monday, July 20, 2015, at 10:00 AM**.
2. Questions may be addressed by email to Carmen Long at [Carmen.long@ucr.edu](mailto:Carmen.long@ucr.edu). The last day questions will be received will be **July 27, 2015, 5:00 PM**.

3. **RFQ Qualification Submittals must be received on or before 2:00 PM, on Tuesday, August 4, 2015.** Submit final submittal on transferrable media (flash drive preferred) to:

Attention: Carmen Long  
UCR Contracts Administration  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521  
Email: [carmen.long@ucr.edu](mailto:carmen.long@ucr.edu)

\*Include the Project Number and Name on the outside of your envelope

A map of the Campus is available at:

[http://parking.ucr.edu/docs/parking\\_lot\\_map\\_web\\_version.pdf](http://parking.ucr.edu/docs/parking_lot_map_web_version.pdf)

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

The University of California is an Equal Opportunity Employer. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University.

**C. RFQ SELECTION PROCESS**

The selection process will proceed as follows:

1. The University Screening Committee will evaluate each RFQ Submittal and will rank the prospective firms according to the criteria provided in the RFQ Questionnaire & Submittal Form (Attachment A).
2. The Screening Committee will prepare a ranking of the firms, having applied the criteria shown in Attachment B., The Screening Committee shall recommend no fewer than three (3) of the firms, order of rank to the Associate Vice Chancellor / Campus Architect for review.
3. Having consulted as necessary with the members of the Screening Committee, the AVC-Campus Architect will approve a list of no fewer than three (3) firms (the "short list") that will be advanced in the selection process. The AVC-Campus Architect will disclose to all participating firms the identity of short-listed firms.
4. The University will notify the short-listed firms that they have been selected for a Presentation/Interview with the University's Selection Committee. Notice shall be in writing, and will include the time and date for the presentation/interview (currently anticipated for the week of August 17, 2015) and description of further requirements related to the interview. Firms should be prepared to discuss their project approach and work plan.

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

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

may select from the available qualified firms.

**D. RFQ SUBMITTAL FORMAT**

SUBMITTAL FORMAT (electronic format only, 80 pages maximum length)

Section 1: Cover Letter (10 points possible).

The Cover Letter should introduce the *Master Architect* team and provide a brief history of the firm, including:

- 1) Number of years in business as the current entity or its legally-recognized predecessor.
- 2) Number of employees (aggregate of all office locations).
- 3) The individuals proposed to fill the following roles, at a minimum:
  - a) Designated principal-in-charge, authorized to make contractual commitments on behalf of the firm;
  - b) Designated project lead, responsible for delivery of services to the University in connection with the MRB1 project;
  - c) Designated technical lead for the project.
- 4) The firm's office location that will be the firm's primary base for delivery of services to the University in connection with the MRB1 project.

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

- 1) Team Organization Chart.
- 2) Explain the role of each individual and each proposed consultant, and explain how the individual's past experience is directly relevant to his/her proposed role and the specific services as described in the RFQ Advertisement.
- 3) Describe the Team's, or Team members', experience in working together on projects comparable to MRB1.
- 4) Resumes for each proposed team member, indicating individual's experience relevant to the requirements of the MRB1 project and relevant contact information such as their email address.

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

- 1) Describe a minimum ~~office of~~ (5) projects comparable to MRB1 in which the firm has had a leading design role (as either Architect of Record or Master Architect);
  - a) For each of the projects cited under item 1) above, provide no more than four (4) pages containing the following information: brief project description, including owner, location and dates of engagement;
  - b) No more than two (2) photographs or diagrams e.g. plans, conveying features relevant to the requirements of MRB1, as described herein;
  - c) The firm's scope of work;
- 2) Work scope, including services and deliverables.
- 3) Work product examples demonstrating design responses and graphic abilities, particularly as relevant to the preparation of Bridging Documents);
- 4) Key personnel assigned to the project;
- 5) Construction Contract sum.
- 6) Start and completion construction dates.

Section 4: Project Understanding (30 points possible).

- 1) Understanding of Master Architect role, scope of services and deliverables, based on information provided herein.
- 2) Describe how Team would work with the University to achieve the project goals. Describe proposed approach and work plan, consistent with schedule and other information provided herein.

The University of California is an Equal Opportunity Employer. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University.

**E. NEGOTIATION AND AWARD OF CONTRACT**

1. The University will negotiate a contract for scope of services and compensation with the firm found highest-ranked among qualified firms for services and compensation.
2. Negotiations shall begin no later than 14 days after the identified firm has been notified of the University's finding.
3. In the event that the University is unable to successfully reach agreement with the first-identified firm, the University may terminate negotiations with that firm and enter into negotiations with the next qualified firm, in the same manner as prescribed above.
4. In the event that the University is unable to successfully reach agreement with the second-identified firm, the University may terminate negotiations with that firm and enter into negotiations with the next qualified firm, in the same manner as prescribed above.
5. In the event that the University is unable to successfully reach agreement with the successively ranked firm, the University may opt to negotiate with successively-ranked firms until arriving at mutually-satisfactory terms with a qualified firm.
6. Upon successful completion of negotiations, the University and the selected Master Architect shall execute an Agreement. The University shall tender the final form of Agreement to the Master Architect with 45 calendar days of the conclusion of negotiations, unless the University notifies the Master Architect otherwise.
7. If the selected Master architect fails to execute the Agreement tendered by the University within 14 calendar days of receipt, the University reserves the right to withdraw the Agreement, and to undertake negotiations with successively-ranked firms among the qualified firms.
8. The University and firm shall work together to ensure the successful delivery of the requested services in a timely fashion.

**ATTACHMENT B**  
**QUALIFICATION SUBMITTAL EVALUATION**  
 For  
**Design Professional Services**  
 FOR THE  
**MULTIDISCIPLINARY RESEARCH BUILDING**  
 PROJECT NO. 950528  
 CONTRACT NO. 950528-PSA-2016-9  
 UNIVERSITY OF CALIFORNIA, RIVERSIDE  
 (07/20/2015)

**(FORM TO BE COMPLETED BY UNIVERSITY)**

**COMPANY NAME:** \_\_\_\_\_

<b>1. SURVEY (Information Only)</b>	
<b>2. INSURANCE</b> Complied with University's insurance requirements. (Pass/Fail)	<input type="checkbox"/> Yes - Pass <input type="checkbox"/> No - Fail
<b>3. SUBMITTAL (100 points possible)</b>  <u>Section 1: Cover Letter (10 points possible).</u> The Cover Letter should introduce the team and provide a brief history of the firm, including: <ol style="list-style-type: none"> <li>1) Number of years in business as the current entity or its legally-recognized predecessor.</li> <li>2) Number of employees (aggregate of all office locations).</li> <li>3) The individuals proposed to fill the following roles, at a minimum:             <ol style="list-style-type: none"> <li>a) Designated principal-in-charge, authorized to make contractual commitments on behalf of the firm;</li> <li>b) Designated project lead, responsible for delivery of services to the University in connection with the MRB1 project;</li> <li>c) Designated technical lead for the project.</li> </ol> </li> <li>4) The firm's office location that will be the firm's primary base for delivery of services to the University in connection with the MRB1 project.</li> </ol> <u>Section 2: Project Team and Qualifications (30 points possible).</u> <ol style="list-style-type: none"> <li>1) Team Organization Chart.</li> <li>2) Explain the role of each individual and each proposed consultant, and explain how the individual's past experience is directly relevant to his/her proposed role and the specific services as described in the RFQ Advertisement.</li> <li>3) Describe the Team's, or Team members', experience in working together on projects comparable to MRB1.</li> <li>4) Resumes for each proposed team member, indicating individual's experience relevant to the requirements of the MRB1 project and relevant contact information such as their email address.</li> </ol> <u>Section 3: Describe relevant project experience (30 points possible).</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<ol style="list-style-type: none"> <li>1) Describe a minimum <u>office of</u> (5) projects comparable to MRB1 in which the firm has had a leading design role (as either Architect of Record or Master Architect);       <ol style="list-style-type: none"> <li>a) For each of the projects cited under item 1) above, provide no more than four (4) pages containing the following information: brief project description, including owner, location and dates of engagement;</li> <li>b) No more than two (2) photographs or diagrams e.g. plans, conveying features relevant to the requirements of MRB1, as described herein;</li> <li>c) The firm's scope of work;</li> </ol> </li> <li>2) Work scope, including services and deliverables.</li> <li>3) Work product examples demonstrating design responses and graphic abilities, particularly as relevant to the preparation of Bridging Documents);</li> <li>4) Key personnel assigned to the project;</li> <li>5) Construction Contract sum.</li> <li>6) Start and completion construction dates.</li> </ol> <p><u>Section 4: Project Understanding (30 points possible).</u></p> <ol style="list-style-type: none"> <li>1) Understanding of Master Architect role, scope of services and deliverables, based on information provided herein. Describe how Team would work with the University to achieve the project goals. Describe proposed approach and work plan, consistent with schedule and other information provided herein.</li> </ol>	
<p><b>4. University Consultant Experience Form</b> Completed, signed and dated. (Pass/Fail)</p>	<input type="checkbox"/> Yes - Pass <input type="checkbox"/> No - Fail
<p><b>5. DECLARATION</b> Completed, signed and dated. (Pass/Fail)</p>	<input type="checkbox"/> Yes - Pass <input type="checkbox"/> No - Fail
<p><b>RANK:</b></p>	

**Evaluation Completed By:**

**Reviewed By:**

\_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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



The following documents have not been changed, they are only attached for your convenience so you have the entire package in one document.

ATTACHMENT A

**QUALIFICATION SUBMITTAL FORM**  
For  
**Design Professional Qualifications**  
FOR THE  
**Multidisciplinary Research Building**  
PROJECT NO. 950528  
CONTRACT NO. 950528-PSA-2019-9  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
(07/20/2015)

SUBMITTED BY:

\_\_\_\_\_  
(Company Name. If a Joint Venture, state name of JV Entity)

Type of Organization:  Sole Proprietor/Individual  Partnership  
 Joint Venture  
 Corporation \_\_\_\_\_  
(State of Incorporation)

\_\_\_\_\_  
(Contact Name & Title)

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

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

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

\_\_\_\_\_  
(E-mail)

Each prospective firm must answer all of the following questions and provide all requested information.

All information submitted for prequalification evaluation in response to Section 2, if applicable, and marked as "confidential" will be considered official information acquired in confidence, and the University of California will maintain its confidentiality unless (1) the University determines that it is required to release the information to a third party pursuant to the requirements of the California Public Records Act or (2) the University is required by court order to release the information to a third party pursuant to the requirements of the California Public Records Act. In the event that the University receives a request pursuant to the California Public Records Act and the University determines that it is required to disclose information marked "confidential" by the provisions of the California Public Records Act, the University will notify the prospective firm of the pending disclosure at least 72 hours prior to such disclosure so that the prospective firm may seek a restraining order in advance of such disclosure. The University shall err on the side of transparency and will generally treat information provided by the prospective firm that is not marked "confidential" as subject to disclosure pursuant to the California Public Records Act. Likewise, any decision by the University that any document is subject to disclosure pursuant to the California Public Records Act shall not prevent the University from making a subsequent determination that any document is not subject to disclosure pursuant to the California Public Records Act.

All other 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.

WHERE NECESSARY, COPY THE FORMS IN THIS PACKAGE. USE ONLY THESE FORMS. Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Prequalification Questionnaires are invalid and will not be accepted.

**SUBMIT ONE ELECTRONIC FILE ON TRANSFERABLE MEDIA NO LATER THAN THE RFQ DEADLINE.**

**SURVEY (Information Only)**

**1. How did you hear about this RFQ?**

- Press Enterprise  UCR Website  
 Other: \_\_\_\_\_

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

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

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

- YES (PASS)  NO (FAIL)

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
<u>Workers’ Compensation and Employer’s Liability**</u>	<u>Minimum Requirement</u>
Workers’ Compensation:	(as required by Federal and State of California law)
Employer’s Liability:	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000
<u>Professional Liability Insurance* – Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

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

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

**2.2 Insurance Declaration:**

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

The undersigned declares under penalty of perjury that the below named insurer is currently willing to provide the insurance listed above in Section 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:

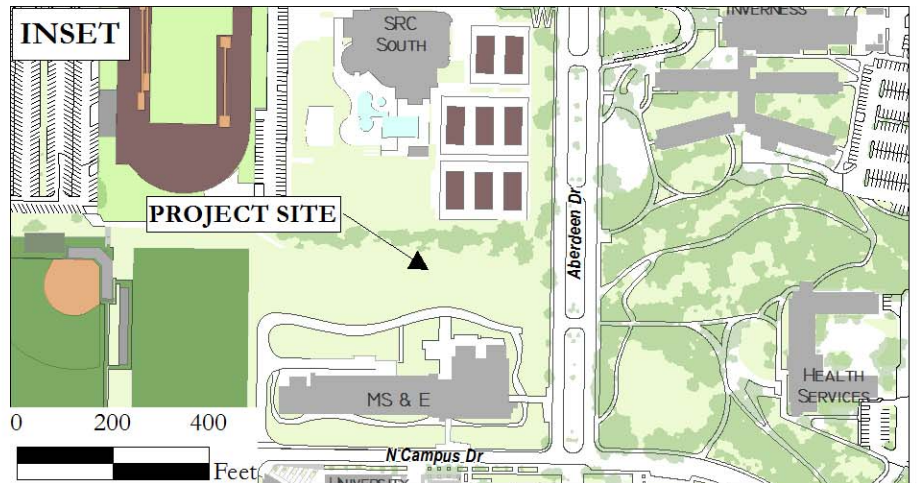
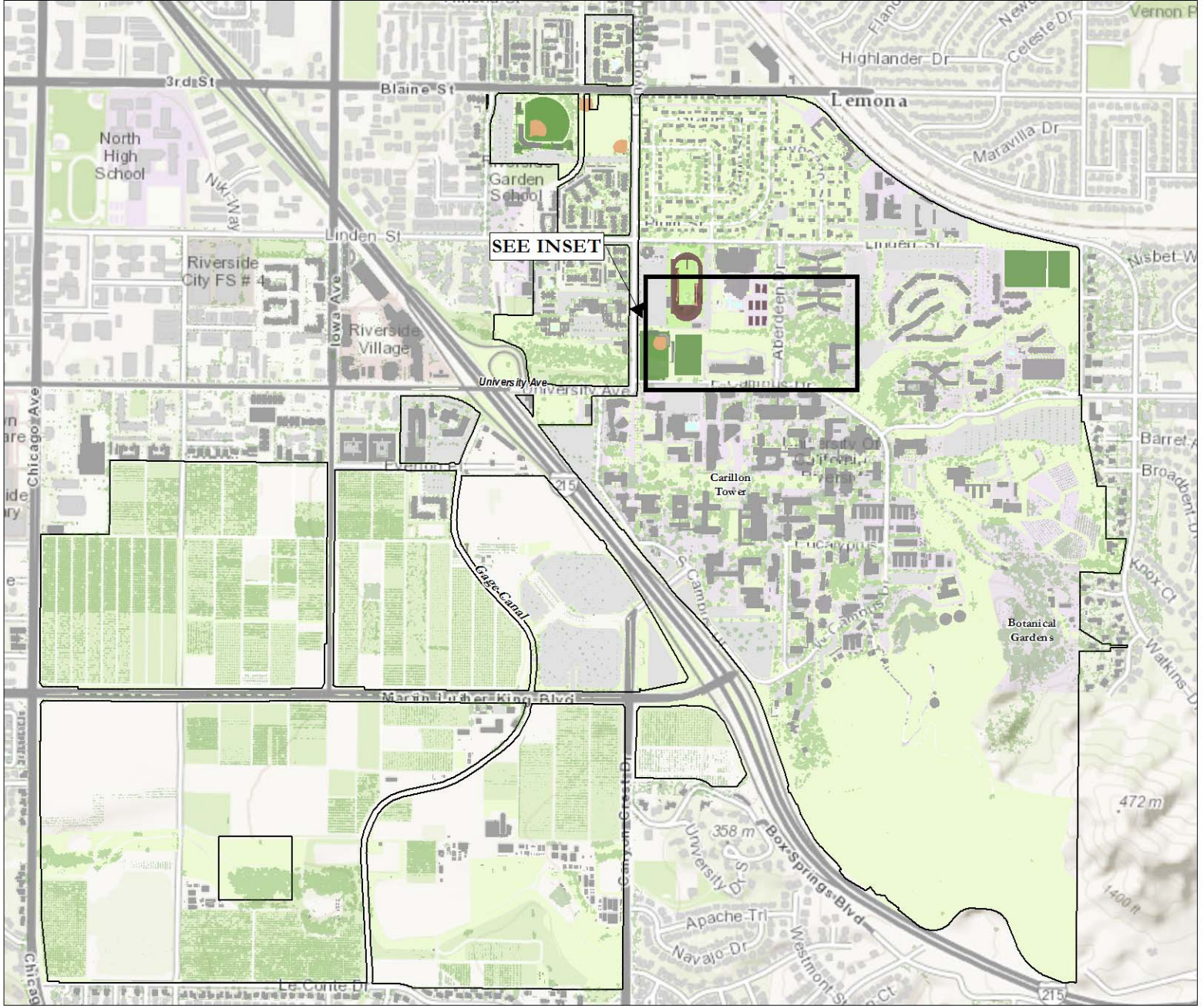
\_\_\_\_\_, in the State of \_\_\_\_\_,  
(Name of City if within a City, otherwise Name of County) (State)

on \_\_\_\_\_ .  
(Date)

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

END OF QUALIFICATION SUBMITTAL

# ATTACHMENT C: MRB1 SITE LOCATION



PROFESSIONAL SERVICES AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

{CONSULTANT or LABORATORY NAME}

This AGREEMENT is made on the \_\_\_ day of \_\_\_ in the year \_\_\_ between The Regents of the University of California, a California corporation, hereinafter called "University" and {CONSULTANT or LABORATORY NAME}, a {INSERT FORM OF ENTITY e.g. a California corporation, a Partnership, etc.}, holder of all necessary and applicable licenses required for the performance of the services described in this Agreement, hereinafter called "Consultant," to furnish certain services upon the following terms and conditions:

I. CONSULTANT SERVICES AND RESPONSIBILITIES

A. The Consultant shall furnish the following services:

- 1. Act as a consultant to the University of California, {FACILITY NAME}, to perform {BRIEF DESCRIPTION OF SERVICES} as required and authorized by the University. 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 {DATE} to {DATE}.
- B. *Period of Performance.* The period of performance under the Agreement shall be as specified in any written Authorizations to Perform Services, or subsequent revisions thereto, issued during the Order Period. However, the period of performance shall not commence prior to the date of execution of any such written Authorization.
- C. **University-initiated Termination**
1. If the University determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the University may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within 10 days (or more, if authorized in writing by the University) after receipt of a notice of intention to terminate from the University specifying the failure in performance. If a termination for cause does occur, the University shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the University incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the University exceed the amounts withheld, the Consultant shall be liable to the University for the difference.
  2. University may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case University will pay Consultant for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement. In ascertaining the services actually rendered up to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to University or in the possession of Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.
- D. **Consultant - initiated Termination**
- Consultant may terminate this Agreement for cause if the University fails to cure a material default in performance within a period of 30 days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by the Consultant, the University will pay the Consultant in accordance with paragraph II.C.2.

## III. GENERAL PROVISIONS

- A. *Independent Contractor.* The Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of the University.
- B. *Consultant Hiring.* The Consultant shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. *Subconsultants.* The Consultant shall cooperate with other professionals employed by the University in the production of other work related to its services. Subject to approval by the University, the Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant may hire the services of subconsultants with University approval in place of or in addition to those employed or retained by the Consultant. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the University and the professionals employed by the Consultant under the terms and conditions of this Agreement. The

Consultant is solely responsible for payment of any subconsultants.

- D. *Legal and Regulatory Compliance.* The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.
  
- E. *Copyright, Ownership and Use of Materials.* Consultant hereby assigns to the University all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by Consultant in its performance under this Agreement and/or delivered to the University hereunder and shall execute any documents necessary to effectuate such assignment, with the exception that Consultant hereby grants to the University an irrevocable, fully-paid up, royalty-free license to use any document provided to the University including without limitation any document known as a "detail." Consultant warrants that it has the lawful right to grant the forgoing 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, confidentialitys, 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.

#### IV. COMPENSATION

- A. Compensation payable by University under this Agreement shall not exceed \$ **[AMOUNT IN FIGURES]**.
- B. The University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.
- C. The University will compensate the Consultant for the scope of services provided in accordance with this Agreement, computed as follows:
  - 1. For each written authorization, a maximum payment shall be established that shall not be exceeded without the prior written approval of the University.
  - 2. All fees shall be in accordance with the Consultant Rate Schedule contained in the Exhibits. Unless otherwise provided in the Consultant Rate Schedule, rates shall not be changed except in accordance with paragraph 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. {OPTIONAL: INSERT INVOICING INSTRUCTIONS: e.g. Invoices shall be sent to the following address:}
    - 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	{\$AMOUNT}
ii. Products Completed; Operations Aggregate	{\$AMOUNT}
iii. Personal and Advertising Injury	{\$AMOUNT}
iv. General Aggregate	{\$AMOUNT}
  - 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 {\$AMOUNT} per claim and {\$AMOUNT} in the aggregate.
  - d. If the above insurance (subparagraphs V.B.1.a – V.B.1.c) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion of the services authorized pursuant to each Written Authorization executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1.a-V.B.1.c shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

- e. Workers' Compensation and Employer's Liability Insurance as follows:
  - i. Worker's Compensation: as required by Federal and State of California law.
  - ii. Employer's Liability:
 

Each Employee	\$1,000,000
Each Accident	\$1,000,000
Policy Limit	\$1,000,000
  - iii. Insurance required by this subparagraph V.B.1.e shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) that are acceptable to the University.
- f. Consultant, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article V., including the following requirements:
  - i. Consultant shall have the insurance company complete University's Certificate of Insurance on the form contained in the Exhibits . If Consultant's insurance company refuses to use the University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with Paragraph V.B. and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.
  - ii. If insurance policies are canceled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Consultant.
  - iii. University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Consultant in writing, will be included as additional insureds on Consultant's general liability policy for and relating to the Work to be performed by Consultant and Subcontractors. Consultant's general liability insurance policy shall name University as an additional insured pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.
  - iv. The General Liability and the Professional Liability insurance policies shall apply to the negligent acts, or omissions of Consultant, its officers, agents, employees, and for Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of Consultant or Consultant's subconsultants.

**VI. STATUTORY AND OTHER REQUIREMENTS**

**A. NONDISCRIMINATION**

- 1. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's

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

**B. PREVAILING WAGE RATES**

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

**C. PAYROLL RECORDS**

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

**D. APPRENTICES**

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Consultant bears responsibility for compliance with this section for all apprenticeable occupations.
2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
3. When Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The



committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

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

**E. WORK DAY**

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

**F. PATIENT HEALTH INFORMATION**

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

will report to University Representative within five (5) days after Consultant gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

## VII. NOTICES

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

## VIII. AUTHORITY OF AGREEMENT

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

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

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

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

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

Exhibit {E}: [Amendment](#)

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

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

Exhibit {EDPA}: [Executive Professional Design Agreement](#)

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

CONSULTANT

{FIRM NAME}

By: {NAME}

{TITLE}

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

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

CONSULTANT ADDRESS

{ }

CONSULTANT FACSIMILE NUMBER

{ }

EMPLOYER IDENTIFICATION NUMBER

{ }

UNIVERSITY

THE UNIVERSITY OF CALIFORNIA, {FACILITY NAME}

By: {NAME}

{TITLE}

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

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

UNIVERSITY ADDRESS

{ }

UNIVERSITY FACSIMILE NUMBER

{ }