Campus Decarbonization and Electrification Study

For
University of California, Irvine
Facilities Management – Central Plant

ADDRESS SUBMITTALS TO:
University of California, Irvine
Design & Construction Services
ATTN: Abel Saldana, Contracts Analyst
abelrs@uci.edu

SUBMITTAL DEADLINE:
5:00 PM on Wednesday, May 3, 2023
INTRODUCTION
The University of California, Irvine (hereinafter referred to as “UCI” or the “University”) seeks qualified Consultants to provide engineering study services (hereinafter referred to as “Consultant” or “Consultants”). Consultants will provide a decarbonization and electrification plan focused on Scope 1 emissions from the campus Central Plant and Medical Center Central Plant.

In the fall of 2022, UC President Michael Drake convened the Pathways to a Fossil Free UC Task Force (P2FFUC) under the UC Global Climate Leadership Council (GCLC) to address the challenge of decarbonizing UC locations’ central energy systems. The goals of the Task Force are to develop recommendations on steps and timelines to eliminate fossil fuels in each location’s energy systems – including change management needs and budget implications, as well as opportunities to advance climate research, education, and student experience. This decarbonization study’s results will be reported to the P2FFUC and ultimately President Drake.

UC Irvine Campus (Irvine, CA)
The UCI campus cogeneration (heat and power) plant was constructed in 2007 and provides 95% of the main campus microgrid electricity supply via a 13.5 MW combustion turbine and 5.5 MW steam turbine generator. The combustion turbine operates primarily on natural gas and produces electricity and waste heat. Waste heat is recovered with a heat recovery steam generator to heat the campus high-temperature water loop, create chilled water in the steam turbine chiller, and generate additional electricity with a steam turbine generator. The overall plant efficiency is 83%, and the plant consumes approximately 99% of campus natural gas. The cogeneration plant emits approximately 68,000 mtCO2e annually, accounting for 90% of campus Scope 1 & 2 greenhouse gas emissions. Given the potential for instability in the California power grid, the electricity, heating, and cooling generated by the cogeneration plant is key for reliability and resiliency of campus buildings and infrastructure. Additionally, heat recovered from the cogeneration plant is sufficient to meet the campus heating load. For times when the cogeneration turbine is offline for planned or unplanned maintenance, the campus Central Plant has two natural gas-fired 39.5 MMBTU/hr backup high-temperature water generators. However, these two backup units are insufficient to meet the campus peak winter heating load on their own.

UC Irvine Medical Center (Orange, CA)
The University of California, Irvine Medical Center is located in Orange, CA. The central steam plant was constructed in 1976 and provides steam directly to ten buildings on the hospital site, including HCAI regulated buildings. The steam plant contains three boilers, a 1000 hp Zurn bent tube boiler and two Cleaver Brooks 750 hp firetube boilers. The average boiler efficiency is 83%. The plant consumes approximately 90% of the hospital campus natural gas and emits ~9,000 mtCO2e annually.

Required Campus Decarbonization and Electrification Study Services
The University seeks the qualifications of engineering professionals that are interested in providing decarbonization and electrification pre-design study services. This project will investigate and document replacement or retrofit options for existing campus fossil fuel energy systems. The specific focus of this study is the UCI campus Central Plant and microgrid, serving approximately 7 million square feet, and the UCI Medical Center central steam plant, serving approximately 1 million square feet.

The study services provided on this project must result in deliverables that address the following five objectives:

1. Provide a strategy for 90% or greater reduction in Scope 1 emissions from fossil gas use in primary campus energy systems.

2. Provide high level estimates of total capital and operational costs/savings.

For objectives 1 and 2 above, a project of this complexity will require a multi-criteria decision framework. The Consultant shall perform a full assessment and document the existing energy infrastructure. Upon gaining a
full understanding of the existing conditions, the Consultant shall consider various scenarios including but not limited to:

- Additional renewable energy and/or battery storage deployment
- Local fuel switching for the combustion turbine (e.g. hydrogen)
- Electrification of existing systems
- New local and/or distributed major electric equipment, such as boilers, heat recovery chillers, or heat pumps
- The compatibility of existing hydronic infrastructure with recommendations
- Electrical infrastructure upgrades required to accomplish electrification
- Accounting for addition of new buildings to the campus microgrid and hydronic utility distribution network
- Analyzing resiliency from modified or discontinued use of the existing cogeneration plant

The Consultant shall perform engineering calculations to support potential technical solutions associated with the scenarios listed above. The Consultant shall also consider the economic impacts of the potential solutions associated with each scenario including initial, financing, and ongoing life-cycle costs; and UC’s social cost of carbon for each scenario.

3. Identify climate justice and equity considerations related to the transition of campus/health system energy systems to fossil fuel free systems and propose solutions or next steps to identify solutions. These considerations reference the UC Framework for EJ&CJ in Climate Action_Draft2 .pdf and should:
   A. Assess the vulnerability of labor and the surrounding community associated with the transition to fossil free systems
   B. Develop and evaluate equity indicators on transition impacts and opportunities
   C. Incorporate four major climate and environmental justice concepts:
      i. Procedural: Fairness of the decision-making process
      ii. Recognition: Respect for different values, cultures, opinions and structures within communities
      iii. Distributive: Just allocation of resources, benefits, and burdens
      iv. Restorative: Responsiveness to those impacted by the transition

4. Document knowledge gaps and subsequent studies and analyses needed to conduct Net-Zero planning that address the following:
   A. Interim reduction targets and dates covering all applicable Scope 1, 2, and 3 emissions
   B. All fossil fuel uses
   C. A comprehensive institutional boundary
   D. Climate and environmental justice
   E. Risk minimization (financial, operational, and reputational)

Note: This deliverable should list key components needed to conduct Net-Zero planning. It is not intended to be a full Net-Zero Plan.

5. Document knowledge gaps and subsequent analyses and engagement activities needed to conduct climate action and resiliency planning for academic and healthcare settings including:
   A. Living laboratory opportunities for research demonstrations, courses, or student projects, or other involvement
   B. Service activities and scalable, replicable, knowledge sharing
   C. Resiliency within a community context and framed within a climate and environmental justice lens
   D. The University of California Framework for Incorporating Environmental & Climate Justice into Climate Action referenced in Objective No. 3, above.
   E. Biodiversity and habitat protection
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REQUIRED ATTACHMENTS
Attachment A – Consultant Profile Form
Attachment B – Litigation History Form 1 (Client against Firm)
           Litigation History Form 2 (Firm against Client Firm)
Attachment C – Certificate of Insurance
Attachment D – Confirmation of Certification Form

REFERENCE ATTACHMENTS
University of California Professional Services Agreement (PSA)
1. **SUBMITTAL REQUIREMENTS**

Submittals shall conform to the format outlined herein and provide all requested information.

A. **Required Copies**
   i. One (1) electronic copy in PDF format.

B. **Submittal Deadline**
   Submittals must be received by **5:00 PM on Wednesday, May 3, 2023**.

C. **Designated Location for Submittal Receipt**
   University of California, Irvine
   Design & Construction Services
   ATTN: Abel Saldana, Contracts Analyst
   Email: abelrs@uci.edu

   Respondents shall assume full responsibility for timely delivery of proposals.

   **LATE SUBMITTALS:** ANY SUBMITTAL THAT IS RECEIVED AFTER THE EXACT TIME SPECIFIED FOR RECEIPT IS “LATE” AND WILL NOT BE CONSIDERED. LATE SUBMITTALS THAT ARE NOT CONSIDERED WILL BE HELD UNOPENED AND RETURNED TO THE RESPONDENT.

D. **Marking and Identification of Submittals**
   Submittals shall be clearly marked as follows:

   **Campus Decarbonization and Electrification Study**
   **Date of Submittal:**

E. **Acceptable Delivery Methods**
   i. Email

F. **Unacceptable Delivery Methods**
   i. Oral
   ii. Telephonic
   iii. Facsimile
   iv. Mail
   v. Delivery service
2. SCORING SUMMARY

<table>
<thead>
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<th>Description</th>
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<td>TAB 1 – Cover Letter</td>
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<tr>
<td>TAB 2 – Firm Qualifications and Engineering Services</td>
<td>30</td>
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<tr>
<td>TAB 3 – Project Experience</td>
<td>35</td>
</tr>
<tr>
<td>Tab 4 – Project Team, Staffing, and Deliverables</td>
<td>30</td>
</tr>
<tr>
<td>TAB 5 – Client References, Recommendation Letters, and Client Testimonials</td>
<td>5</td>
</tr>
<tr>
<td>TAB 6 – Litigation History</td>
<td>PASS/FAIL</td>
</tr>
<tr>
<td>TAB 7 – Insurance</td>
<td>PASS/FAIL</td>
</tr>
<tr>
<td>TAB 8 – Equal Opportunity Statement</td>
<td>PASS/FAIL</td>
</tr>
<tr>
<td>TAB 9 – Confirmation of Certification Form</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

3. SUBMITTAL CONTENTS

Provide the following information in the content and format prescribed.

**TAB 1 0 POINTS**

**COVER LETTER**

Maximum Page Length: 1 Page

Respondent shall submit a cover letter on company letterhead introducing the firm and summarizing its qualifications, including:

1. Descriptions of the firm’s philosophy and areas in which the firm excels. Describe what is unique about the firm, its goals, and objectives.
2. Information regarding the firm’s experience with higher education and similar institutional clients (State, Federal).
3. A contact person with his/her title, address, telephone number, and email address.

**TAB 2 30 POINTS**

**FIRM QUALIFICATIONS AND ENGINEERING SERVICES**

Maximum Page Length: 5 Pages

Respondent shall:

1. Complete and submit the required Consultant Profile Form (ATTACHMENT A).
2. Submit a brief history of the firm, and a summary of the firm’s capabilities and experience with the types of services required by the University including:
   a. Technical and engineering experience in planning large-scale decarbonized energy systems in a complex microgrid, including those with hydronic utility distribution systems for space cooling and heating.
   b. Experience with health care and HCAI regulated spaces, laboratories, and other spaces with high operational up-time requirements.
   c. Experience performing capital and lifecycle cost estimates for large-scale decarbonization solutions.
   d. Technical qualifications demonstrating the capability to complete requirements listed in the statement of work.
e. Experience providing diversity, equity, justice, and inclusion assessments, including procedural, recognition, distributive, restorative justice as defined in scope of work above.

f. Experience developing net-zero plans and gap analysis for determining next steps for higher education institutions of similar scale.

3. Identify subconsultants with whom you work to provide services that your firm does not perform in-house.

<table>
<thead>
<tr>
<th>TAB 3</th>
<th>35 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT EXPERIENCE</td>
<td>Maximum Page Length: 10 Pages</td>
</tr>
</tbody>
</table>

Respondent shall demonstrate experience in performing projects relevant to the University’s expected project requirements:

1. Submit up to five (5) example projects that illustrate your firm’s with respect to:
   a. **State of California**, experience working with large state, institutional, or other public entities within the State of California. Knowledge of California regulations and policies related to building code, energy, utilities, environmental issues, and sustainability.
   b. **Higher Education**, experience working with higher education facilities within the United States or Canada of similar size and complexity as UC Irvine’s Central Plant and square footage as described above.
   c. **Health Care**, experience working with healthcare facilities within the United States or Canada of similar size and complexity as UCI Medical Center's Central Plant and square footage as described above.
   d. **Cogeneration**, experience with analysis, assessment, design, and installation of cogeneration facilities and the associated infrastructure. Demonstrate an understanding of electrical infrastructure, thermal infrastructure, central plants, and utility distribution, production, and storage.
   e. **Decarbonization**, experience with all phases and aspects of decarbonization and electrification including but not limited to: supply technologies, impacts on existing infrastructure and buildings, required phasing and physical considerations of conversion, and lifecycle cost analysis for technical, engineering, commodity, operations, and maintenance of these systems.

2. Preference will be given to firms with offices and proposed project personnel within a 3-hour travel time of UCI.

   **Respondent shall include at least one (1) photograph for each project included in its submittal.**
PROJECT TEAM, STAFFING

Respondent shall:

1. Submit resumes for the proposed Principal Engineer, Engineer of Record, and Project Manager. Indicate if one individual is performing multiple roles. The Principal Engineer must be licensed by the State of California. The responsible Engineer of Record must be licensed by the State of California, actively engaged in the project, and preferably located in southern California. Each resume shall include a(n):
   a. Description of relevant professional experience and proposed role of each team member and cite past experience working with identified subconsultants.
   b. Education summary listing institutions attended, and degrees received.
   c. List of credentials, certifications, professional licenses, and registrations held.

2. Submit resumes for the team lead for environmental/climate justice components of the study including:
   a. A description of relevant professional experience and proposed role of each team member and cite past experience.
   b. Three to five sample project descriptions where the environmental/climate justice team performed relevant analyses.
   c. An education summary listing institutions attended, and degrees received.
   d. A list of credentials, certifications, professional licenses, and registrations held.

CLIENT REFERENCES, RECOMMENDATION LETTERS, AND CLIENT TESTIMONIALS

Respondent shall:

1. List three to five references for projects completed for clients under similar contracting arrangements. Include a name, title, address, telephone number, and email address.

2. Include three to five applicable letters of recommendation or client testimonials with contact information.

While client references account for 5 points of the total evaluation score, the university’s screening committee may find that the respondent firm is not qualified if it receives poor performance references.
LITIGATION HISTORY

Respondent shall complete and submit Litigation History Forms 1 and 2 (ATTACHMENT B) and list all litigation in the past five (5) years including:

1. Litigation filed by clients against respondent firm.
   Complete FORM 1 – CLIENT AGAINST FIRM CLAIM for all claims in excess of $30,000 within the past five (5) years which were resolved with the result that the respondent firm was required to pay to the client, or was assessed a deduction in the contract price by the client, an amount exceeding 40% of the highest amount claimed. Claims, as used in the preceding sentence, means all claims adjudicated by a final decision of mediation, arbitration or lawsuit or by negotiated settlement with the client or third party.

2. Litigation filed by respondent firm against clients.
   Complete FORM 2 – FIRM AGAINST CLIENT CLAIM for all claims (including false claims) in excess of $30,000 for extra compensation or damages asserted by the respondent firm against the client within the past five (5) years, which were resolved with the result that the respondent firm received less than 60% of the highest amount claimed. Claims, as used in the preceding sentence, means all claims adjudicated by a final decision of mediation, arbitration or lawsuit or by negotiated settlement with the client or third party.

3. If there are no claims that meet the listed criteria, indicate so on Forms 1 and 2 and sign the declarations.

INSURANCE

Respondent shall submit a sample Certificate of Insurance evidencing coverage that meets or exceeds the following minimum requirements. A copy of the University’s standard certificate of insurance is attached (ATTACHMENT C).

1. Commercial Form General Liability Insurance with coverage and minimum limits as follows:
   i. Each Occurrence $2,000,000
   ii. Products Completed; Operations Aggregate $2,000,000
   iii. Personal and Advertising Injury $2,000,000
   iv. General Aggregate $2,000,000

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

3. Professional Liability Insurance with limits of $2,000,000 per claim and $2,000,000 in the aggregate.
   If the above insurance 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. 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 the resulting Agreement and shall include, without limitation, coverage for professional services as called for in the Agreement.

4. Carrier Financial Rating (for items 1, 2, and 3 above) 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).
5. **Workers’ Compensation**: Statutory Limits per Federal and/or California law; and

**Employer’s Liability Insurance**:

i. Each Employee $1,000,000

ii. Each Accident $1,000,000

iii. Policy Limit $1,000,000

Carrier Financial Rating for Worker’s Compensation and Employer’s Liability 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.

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**TAB 8**

**EQUAL OPPORTUNITY STATEMENT**

Respondent shall provide a statement describing its equal opportunity policy.

*It is University policy 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.*

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**TAB 9**

**SELF-CERTIFICATION FORM**

Respondent shall complete and submit the Self-Certification form (ATTACHMENT D).
4. EVALUATION PROCESS

A. Statutory Requirement
   Selection by the University of California for professional services is made on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required (Public Contract Code §§10510.4 - 10510.9).

   The University reserves the right to reopen the qualification process to other interested firms if it is determined that the number of respondents to the Request for Qualifications is insufficient to support the selection process. If the University elects to reopen the qualification process, firms that have already submitted their qualifications need not submit a second time. If the qualification process is reopened, the University will use the same standards and criteria to evaluate the merits of the additional applicants.

B. Conflict of Interest
   Occurs when an architect, engineer, or other consultant works on a project on behalf of more than one client on the same project or a closely-related project. To avoid any such conflict of interest, any consultant hired with the primary role of developing the Campus Decarbonization and Electrification Study on behalf of the University is precluded from implementing any solutions or follow-on projects recommended by the study.

C. Statement of Qualifications Evaluation Process
   The University’s Screening Committee will review and score the submittals received by the submittal deadline. The firms will be ranked in the order of their qualification evaluation scores. The highest scoring firms will be notified and scheduled for an interview.

   Firm selection will follow standard University procedures consistent with State and Federal laws. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity, or national origin have equal access to contracts and other business opportunities with the University. Any firm considered for a contract will be required to show evidence of its equal employment opportunity policy. Selection of a firm will be contingent upon funding availability.

D. Proposed Schedule
   Candidates who best meet the requirements prescribed in this RFQ will be invited to an interview tentatively scheduled for April. UCI anticipates notifying the selected firm(s) by May 2023.

SUBMITTALS FAILING TO CLEARLY PRESENT ALL OF THE REQUESTED INFORMATION OR FAILING TO BE IN THE FORMAT REQUESTED MAY BE CONSIDERED NON-RESPONSIVE AND REJECTED.

DO NOT INCLUDE ANY PRICING OR FEE SCHEDULES

5. CONTRACT REQUIREMENTS

The University of California Professional Services Agreement (PSA) is used to contract with Executive Architects who are licensed within the State of California. When performing authorized services, the selected firm(s) shall comply with the terms and conditions prescribed in the PSA (a sample PSA is attached to this RFQ for reference). Terms and conditions of the PSA are not negotiable.
ATTACHMENT A
CONSULTANT PROFILE FORM (Page 1 of 2)

A. Firm Name and Address

Firm Name: ____________________________________________________________

Telephone: ___________________ Website: ________________________________

Street Address: _______________________________________________________

Street Address: ___________________ City: ___________________ State: ________

B. Year Company was Established

Year established: ______________

C. Name and Title of Principal Engineer, Engineer of Record, or Project Manager

Name, Title: ____________________________________________________________

Telephone: ___________________ Email: _________________________________

D. Type of Business Organization

Corporation: □ State of Incorporation: ______________________________________
Partnership: □ Joint Venture: □
Sole Proprietorship: □ Other: □

(Please list)

E. Number of Staff Employed Firm Wide

Full Time Employees on Payroll:

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<tr>
<th>Total Staff:</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time Employees on Payroll:</td>
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<td></td>
</tr>
<tr>
<td>Architects:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Engineers:</td>
<td>______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape Architects:</td>
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</tr>
<tr>
<td>Interior Design:</td>
<td>______</td>
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<tr>
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<td>Administration and Support:</td>
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<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

F. Financial Capability

Provide the firm’s Total Revenue for the last three (3) fiscal years.

Year Ending: $__________
Year Ending: $__________
Year Ending: $__________
**ATTACHMENT A**
CONSULTANT PROFILE FORM (Page 2 of 2)

*Complete the following information for the office that will perform the work:*
*(IF NOT THE SAME AS ABOVE)*

### A. Firm Name and Address

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City &amp; State</td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

### B. Year Company was Established

| Year established: |  |

### C. Name and Title of Principal-in-Charge, Managing Director, or CEO

<table>
<thead>
<tr>
<th>Name, Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>Email</td>
</tr>
</tbody>
</table>

### D. Number of Staff Employed in the Office Proposed to Perform the Work

<table>
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<tr>
<th>Total Staff:</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
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<td>Architects:</td>
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<tr>
<td>Engineers:</td>
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<td>Landscape Architects:</td>
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<td>Drafting Technicians:</td>
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<td>Administration and Support:</td>
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<tr>
<td>Other:</td>
<td></td>
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</tbody>
</table>
**ATTACHMENT B**

**LITIGATION HISTORY FORM 1 (Client Against Firm Claim)**

*Use one Form per Lawsuit or Arbitration. Make Copies as Needed.*

Are there claims that meet the criteria listed under Tab 6 of this RFQ?  
*If yes, please complete the following:*

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Case Name and Number including Name and Location of Court or Arbitration Service:

Date Arbitration or Litigation Commenced: ____________________________

Project Name: ____________________________

Project or Contract Number: ____________________________

Project Location: ____________________________

Street Address, City & State, Zip Code

Name of Owner: ____________________________

Contact Person: ____________________________

Name & Title: ____________________________

Telephone: ____________________________

Highest Amount Sought for All Claims: $ ____________________________

Amount Recovered: $ ____________________________

(Amount in Figures)

Method of Resolution (Check One):  
Judgment: ☐  Arbitration Award: ☐  Litigation: ☐
Settled by Contracting Parties without Litigation or Arbitration: ☐
Other: ☐  List: ____________________________

Date of Claim Resolution: ____________________________

Basis for Claim:

If the lawsuit or arbitration was resolved for more than 40% of the highest amount sought for all claims, state why the lawsuit or arbitration should not be considered a meritorious lawsuit or arbitration filed by the client against the respondent firm and/or persons or entities associated with the firm:

________________________________________________________________________

My signature below signifies my declaration that the answers provided on this Form 1 are true and correct.

Signature: ____________________________

by Principal-in-Charge, Managing Director, or CEO

Printed Name & Title: ____________________________
| Are there claims that meet the criteria listed under Tab 6 of this RFQ? | Yes ☐ No ☐ |

If yes, please complete the following:

Case Name and Number including Name and Location of Court or Arbitration Service:

| Date Arbitration or Litigation Commenced: | ____________________________ |
| Project Name: | ____________________________ |
| Project or Contract Number: | ____________________________ |
| Project Location: | ____________________________ |
  | Street Address, City & State, Zip Code |
| Name of Owner: | ____________________________ |
| Contact Person: | Name & Title | Telephone |
| Highest Amount Sought for All Claims: | $ ____________________________ | (Amount in Figures) |
| Amount Recovered: | $ ____________________________ | (Amount in Figures) |
| Method of Resolution (Check One): | Judgment: ☐ | Arbitration Award: ☐ | Litigation: ☐ |
| | Settled by Contracting Parties without Litigation or Arbitration: ☐ |
| | Other: ☐ | List: ____________________________ |
| Date of Claim Resolution: | ____________________________ |

Basis for Claim:

If the lawsuit or arbitration was resolved for less than 60% of the highest amount sought for all claims, state why the lawsuit or arbitration should be considered a meritorious lawsuit or arbitration filed by the client against the respondent firm and/or persons or entities associated with the firm:

My signature below signifies my declaration that the answers provided on this Form 2 are true and correct.

Signature: ____________________________

by Principal-in-Charge, Managing Director, or CEO

Printed Name & Title: ____________________________
## CONFIRMATION OF CERTIFICATION FORM (Page 1 of 2)

For the Consultant and each Sub-consultant, the following must be completed. Indicate all Business category(ies) that apply by checking the box next to the applicable category(ies), providing the Certification Agency and Certification Number along with attached proof of certification.

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Certification Agency</th>
<th>Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Enterprise (SBE)</td>
<td>an independently owned and operated concern certified as a small business by the California Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here.</td>
<td><a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a></td>
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<td>Disabled Veteran Business Enterprise (DVBE)</td>
<td>an independently owned and operated concern certified as a DVBE by the State of California Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here.</td>
<td><a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a></td>
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*The below information is being collected post-award for statistical purposes only. Please check all Business category(ies) that apply:*

<table>
<thead>
<tr>
<th>Category</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Disadvantaged Business Enterprise (DBE)</td>
<td>a business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.</td>
</tr>
<tr>
<td>Women-Owned Business Enterprise (WBE)</td>
<td>a business concern that is at least 51% owned by a woman or women who also control and operate it. “Control” in this context means exercising the power to make policy decisions. “Operate” in this context means being actively involved in the day-to-day management.</td>
</tr>
</tbody>
</table>
I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business. I understand that falsely certifying the status of this business, may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

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

(Name of Business or Firm)

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

By:  

(Signature)  

(Title)

(Print Name)  

(Date)
PROFESSIONAL SERVICES AGREEMENT

PSA Number: __ DC XXXX__

SAMPLE

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 __________________________ [Corporation, 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:

RECLUS

WHEREAS, from time to time the UNIVERSITY requires a CONSULTANT to provide
professional services; and

WHEREAS, CONSULTANT possesses such necessary skill and expertise and is desirous of
providing such services to the UNIVERSITY; and

WHEREAS, CONSULTANT is specially trained, licensed in the State of California and
experienced and competent to perform the professional services required by the UNIVERSITY;

NOW THEREFORE, the parties agree as follows:

1.0 CONSULTANT SERVICES AND RESPONSIBILITIES. The Consultant shall furnish the following
services:

1.1 Scope of Services. As authorized by applicable Work Authorization, act as a consultant to the
University of California, Irvine, to perform __________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.

1.2 Work Authorizations. The University will authorize the Consultant to perform specific
services by the issuance of a Work Authorization(s) on the form contained in the Exhibits.
Each Work Authorization will state the specific services to be performed, the schedule for
their completion, and the method of compensation in accordance with Article 3.0. No work
shall commence prior to or without an applicable Work Authorization signed on behalf of
the University. No work shall be performed outside the scope and established budget of an
approved Work Authorization. Consultant shall provide timely notice of any necessary
schedule or funding revisions for review and approval of University. Each Work
Authorization must be separately tracked and invoiced.

1.3 Deliverables. As specified in applicable Work Authorization, Consultant shall provide the
designated deliverables. (Drawings, documents, reports, surveys, renderings, exhibits,
models, prints, photographs, and other materials as required and as authorized by the
University.)

2.0 TERM. The term of this agreement shall be from __________ Date __________ to __________ Date __________
and represents the period of time for issuance of written Work Authorizations to perform
services under this agreement. The period of performance under this agreement shall be as
specified in any written Work Authorization to perform services, or subsequent revisions thereto,
issued during the term of this agreement.

3.0 COMPENSATION. Compensation payable by University under this Agreement shall not exceed
the dollar amount of the applicable Work Authorization(s) issued hereunder. EACH WORK
AUTHORIZATION MUST BE INVOICED SEPARATELY. In no event, shall the total and
aggregate amounts of all Work Authorizations issued hereunder exceed One Hundred
Thousand Dollars ($100,000).
3.1 **Invoicing for Services Performed on a Labor Hour / Time-and-Materials Basis.** The Consultant will invoice the University for authorized services performed on a Labor Hour / Time-and-Materials basis as follows:

(a) The Consultant may submit an invoice no more than once per month for services rendered by submitting an itemized invoice for each Work Authorization that includes (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, (v) the date of services, (vi) a summary of the tasks performed with associated hours and billing rates and (vii) supporting timesheets.

(b) All direct labor billings shall be in accordance with the Consultant Rate Schedule attached as Exhibit B. Unless otherwise provided in the Consultant Rate Schedule, rates shall not be changed except in accordance with Article 10.0.

(c) **Overtime premiums** will not be allowed for exempt service professionals. Authorized overtime will be compensated at straight-time rates unless specially designated otherwise in the attached Exhibit B Rate Schedule.

(d) **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 the prior written approval of the University.

(e) **Reimbursable Expenses** are actual expenditures made by the Consultant and the Consultant’s employees and subconsultants in accordance with the Reimbursement Schedule attached as Exhibit C. Such reimbursable expenses are paid in addition to the fees for Services under this Agreement if so authorized in the applicable Work Authorization. All expenses will be itemized, justified, and supported with receipts to the satisfaction of the University. All expenses must fall within the established applicable not-to-exceed Work Authorization amount. The Consultant is responsible for all other operating expenses, overhead and administrative costs which are considered part of the Consultant’s Hourly Rate Schedule.

3.2 **Invoicing for Services Performed for an Established Lump Sum Fee.** The Consultant will invoice the University for authorized services performed for an established Lump Sum Fee as follows:

(a) A lump sum invoice may be submitted upon completion of the authorized work. If monthly billings are requested, the Consultant shall submit a proposed monthly billing schedule for approval by the University. Proposed monthly billings must be related to the percentage of work performed each month in relation to the total project amount. Payments will not be made that exceed the value of work performed during the billing period.

(b) Each invoice will include a copy of the applicable Work Authorization, the month invoiced, a copy of the approved billing schedule, the PSA Number of this Agreement, and the project name and number. Payment will be subject to verification by the University's Authorized Representative.

(c) For each Work Authorization, the maximum payment shall not exceed the established Work Authorization.

(d) All project related, overhead, or administrative expenses are the responsibility
of the Consultant and considered part of the lump sum fee.

3.3 **Billing Address.** The address to which invoices are mailed is as follows:

UNIVERSITY OF CALIFORNIA, IRVINE
DESIGN & CONSTRUCTION SERVICES
101 Academy, Suite 200
Irvine, CA 92697-2450
Attention: Genevieve Yulo

3.4 **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.

If the University fails to pay undisputed amounts within 45 days of invoice receipt, Consultant may submit a written payment demand. If the University fails to cure the requested payment demand within 7 calendar days from receipt, the Consultant may suspend work under this Agreement until such undisputed payments are made. Any payment issues shall be brought to the immediate attention of the University Project Manager for resolution.

3.5 **Right to Withhold Payment.** The University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

4.0 **TERMINATION**

4.1 **University-Initiated Termination.** 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.

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.
4.2 **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 Article 4.1.

5.0 **GENERAL PROVISIONS**

5.1 **Independent Contractor.** The Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of the University.

5.2 **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.

5.3 **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.

5.4 **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.

5.5 **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.

5.6 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.

5.7 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.

5.8 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 3.0 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.

5.9 Information Furnished by University. If required for the performance of the Consultant’s services, the University will furnish information, surveys, reports, as-builds, and other materials at the University's expense.

5.10 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.

5.11 **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:

(a) Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;

(b) 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

(c) Information that is obtained lawfully from a third party.

5.12 **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.

5.13 **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.

6.0 **INDEMNIFICATION.** 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 Consultant’s 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, errors 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.

The indemnification obligations under this Article 6.0 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.

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.

Nothing in this Agreement, including the provisions of this Article 6.0, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

7.0 INSURANCE. 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.

7.1 Coverage. The coverages required under this Agreement 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 $2,000,000
   ii. Products Completed; Operations Aggregate $2,000,000
   iii. Personal and Advertising Injury $2,000,000
   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 $2,000,000 per claim and $2,000,000 in the aggregate.
   If the above insurance 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 Work 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.

(d) Carrier Financial Rating for Article 7.1 (a), (b), (c): All insurance required 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: Statutory limits per Federal and/or California law; and

   Employer’s Liability Insurance: ____________________________
   E. L. Limits ____________________________
i. Each Employee $1,000,000  
ii. Each Accident $1,000,000  
iii. Policy Limit $1,000,000  

(f) **Carrier Financial Rating for Article 7.1 (e):** Insurance required shall be (i) issued by companies 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.

7.2 **Certificate of Insurance.** Consultant, upon the execution of this Agreement, shall furnish University with Certificates of Insurance evidencing compliance with this Article 7.0, including the following requirements:

(a) 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 Article 7.1 and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.

(b) 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.

(c) 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.

(d) 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.

(e) The Automobile Liability Insurance policy shall name The Regents of the University of California as an Additional Insured.

8.0 **STATUTORY AND OTHER REQUIREMENTS.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Orange, California.

8.1 **Nondiscrimination.** 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). Consultant 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.

8.2 *Prevailing Wage Rates.* For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.

(a) Consultant shall comply and shall ensure that all subcontractors or subconsultants 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.

(b) 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 Work 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.

8.3 Payroll Records. 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 journeyperson, 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.

(d) 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 Work 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 Article 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.

8.4 Apprentices. 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. 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. 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 Work 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. "Apprenticeship craft or trade," as used in this Article, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

8.5 Contribution of Funds. If Consultant or subcontractors or subconsultants employ journeypersons or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the Work 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, upon the issuance of the approval certificate in each such craft or trade, 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.

8.6 Failure to Comply. In the event Consultant willfully fails to comply with this Article, it will be considered in violation of the requirements of the Agreement. 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.

8.7 **Work Day.** 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 Article 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.

8.8 **Drug-Free Workplace Policy and Requirements.** While performing any service for the University, the Consultant and its employees, agents, or subcontractors shall not (i) be under the influence of alcohol or any controlled substance, (ii) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (iii) misuse legitimate prescription drugs. The Consultant shall advise its employees, agents, or subcontractors of this policy. Their entry onto University premises or the work site constitutes consent to searches and inspections. When the University has reason to believe there has been a violation of any aspect of the drug-free workplace requirements, the Consultant and its employees, agents, suppliers, subcontractors, and consultants shall, when requested immediately submit to a search of their person, and/or lockers, lunch boxes, briefcases, purses, packages, desks, workstations, vehicles and other personal belongings available for inspection.

8.9 **Patient Health Information.** 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.

9.0 **NOTICES.** All notices to be given under this Agreement shall be in the form and manner stated below.
9.1 Notice to 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.

9.2 Notice to 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.

10.0 AUTHORITY OF AGREEMENT. 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.

10.1 Contract Documents. The Contract Documents for this Agreement consist of this Agreement and any exhibits attached to or referenced herein, and all modifications issued and executed by the parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (i) provisions set forth in this Agreement, (ii) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated by reference.

10.2 Exhibits. This Agreement includes the following Exhibits attached herewith:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Title</th>
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<tbody>
<tr>
<td>A</td>
<td>Work Authorization</td>
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<tr>
<td>B</td>
<td>Consultant Rate Schedule</td>
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<tr>
<td>C</td>
<td>Reimbursement Schedule</td>
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<tr>
<td>D</td>
<td>Certificate of Insurance</td>
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<td>E</td>
<td>Amendment</td>
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<td>Self-Certification Form</td>
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<td>G</td>
<td>Final Distribution of Contract Dollars</td>
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</table>
IN WITNESS WHEREOF, the University and the Consultant agree, as of the date first written above,

**UNIVERSITY:**
University of California Irvine  
Design & Construction Services  
101 Academy, Suite 200  
Irvine, CA 92697-2450  
Tel: (949) 824-6630  
Fax: (949) 824-8096

**CONSULTANT:**

by (authorized signature)

Brian Pratt, AIA, DBIA, LEED AP  
Campus Architect, Assistant Vice Chancellor

*Typed or printed name*

Date

**REVIEWED BY:**

Brenda Duenas, Director of Contracts  
UCI Design & Construction Services

Date

**PLEASE RETURN TWO (2) SIGNED COPIES TO:**

Contract Administrator, Title  
University of California Irvine  
Design & Construction Services  
101 Academy, Suite 200  
Irvine, CA 92697-2450  
Tel: (949) 824-XXXX  
Fax: (949) 824-8096
EXHIBIT A

WORK AUTHORIZATION

Consultant: ..............................................................
Address: ..............................................................

Work Authorization Date: _____________________________

Project Title: ...........................................................
Project No./Acct. No.: ____________________________

In accordance with the terms of Professional Services Agreement, dated __________, complete the following services.

Scope:

Deliverables: Consultant shall submit ______________ to project management.

Schedule: (Option #1) All services / work will be completed within _______ days.
(Option #2) All services / work be completed within _______ days from _________________.
(Option #3) All services / work will be completed by _________________.

All terms and conditions of this engagement are expressly limited to those defined in the controlling Professional Services Agreement No. DC XXXXX.

FEE PAYMENT: LUMP SUM FEE: $_____________/TIME & MATERIALS NOT-TO-EXCEED: $_____________ 1

CONSULTANT:

by (signature) Date

Typed or Printed Name & Title

Brenda Duenas
Director of Contracts
UCI Design & Construction Services

UNIVERSITY APPROVAL:

Brian Pratt, AIA, DBIA, LEED AP Date
Campus Architect, Assistant Vice Chancellor
UCI Design & Construction Services

Project Manager Date

Budget Office Date

DISTRIBUTION:

**RETURN SIGNED WORK AUTHORIZATION TO:**
UNIVERSITY OF CALIFORNIA, IRVINE
DESIGN & CONSTRUCTION SERVICES
Attn:
101 Academy, Suite 200
Irvine, CA 92697-2450

Invoicing Instructions: Refer to Professional Services Agreement (PSA) Article 3. Rates must conform to PSA Exhibit B.

1 Total PSA Amount to date: $______________________________
PSA Expires XX/XX/XX

UCI Design & Construction Services

UCI / CA / XX/XX/XXXX Page 1 of 1
Revision 7: 6-30-15
Exhibit A
Work Authorization No. X
The services under this Agreement will be compensated in accordance with the following consultant rate schedule unless a lump-sum fee is established in the Written Authorization.

Rates listed in this Exhibit are effective _________________ to ________________

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<tr>
<th>DC XXXXX</th>
<th>Title/Job Classification</th>
<th>Billable Rate (per hour)</th>
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EXHIBIT C
Travel, Per Diem, and Mileage Reimbursement Schedule
(PSA DC XXXX)

- Consultant shall submit original receipts or other University approved proof of payment when requesting reimbursement. Credit card statements are not acceptable.
- Subconsultant services are considered part of basic services and, as such, are not a reimbursable expense item.
- EXCLUDED from reimbursable expenses are in-house computer time and outside computer services; costs associated with facsimile communications, long distance telephone, and cellular telephone; and parking fees.

TRAVEL

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

1. Consultant shall not be reimbursed for travel between Consultant’s own offices; travel between Consultant’s offices and subconsultants’ offices; and travel between Consultant’s and subconsultants’ offices and the Facility Campus. Excluded expenses for such travel are transportation, lodging, and per diem expenses, including bridge tolls.

2. Reimbursement for travel expenses shall only apply to transportation, lodging, and living expenses for official travel to project locations greater than 150 miles outside of the area of the Consultant’s office. Travel must be authorized in advance, and in writing, by the University. Expenses shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of the University as follows:

(a) TRANSPORTATION:
Privately owned vehicles basic rate.......................................................... $0.54
The mileage reimbursement rate is the standard rate for automobiles (currently $0.54) published by the University in Business & Finance Bulletin BUS-28, "Travel Regulations" as may be adjusted from time to time by University.

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

(b) LODGING (receipts required)................................................................. At cost
Lodging rates in excess of $110 per night require prior University approval.

(c) MEALS WHILE ON TRAVEL STATUS (receipts required) ......................... $62.00/day maximum
Meal expenses for travel of less than 24 hours will be reimbursed only if there is an overnight stay as supported by an itemized lodging receipt. EXCLUDED from reimbursement for meals is payment for alcoholic beverages.

(d) INCIDENTAL EXPENSES................................................................. At cost
Specifically, for gratuity (receipt required) and porterage.
- Not Applicable Under Lump Sum Work Authorizations
- Mileage reimbursement applies for travel on University-related business in excess of Twenty-five (25) miles from consultant’s principal place of business
EXHIBIT D

CERTIFICATE OF LIABILITY INSURANCE
(for non-UCIP Construction Projects and Consultant/Design Contracts)

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

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

PRODUCER

CONTACT NAME:
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A :
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED

CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR TYPE OF INSURANCE ADDL SUBR INSR WVD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR

AGGREGATE LIMIT APPLIES PER-
POLICY PRO-
JECT LOC

AUTOMOBILE LIABILITY
ANY AUTO ALL OWNED SCHEDULED AUTOS
Hired Autos NON-OWNED AUTOS
UMBRELLA LIABILITY OCCUR
EXCESS LIABILITY CLAIMS-MADE

DED RETENTION $

WORKERS COMPENSATION
AND EMPLOYERS’ LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
if yes, describe under DESCRIPTION OF OPERATIONS below

PROFESSIONAL LIABILITY OCCUR CLAIMS-MADE

Special Provisions:
1. The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with Professional Services Agreement.
2. The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

CERTIFICATE HOLDER: The Regents of the University of California

Forward to: UNIVERSITY OF CALIFORNIA, IRVINE
DESIGN & CONSTRUCTION SERVICES
101 ACADEMY, SUITE 200
IRVINE, CA 92697-2450

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Rev 12/18/13
The Professional Services Agreement, dated ___________ entered into between The Regents of the University of California, hereinafter referred to as “University,” and NAME OF CONSULTANT hereinafter referred to as “Consultant,” is hereby amended on ________________ as follows:

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

Intending to be bound hereby, the parties execute this amendment effective as of the date first written above.

UNIVERSITY:
The Regents of the University of California

by (signature)
Brian Pratt, AIA, DBIA, LEED AP
Typed or printed name
Assistant Vice Chancellor & Campus Architect
Title
Date

Reviewed By: Brenda Duenas
Director of Contracts
Date

CONSULTANT:

by (signature)
Typed or printed name
Title
Date
For the Consultant and each Subcontractor indicated on the Report of Subcontractor, the following must be completed. Indicate all Business category(ies) that apply by initialing next to the applicable category(ies): 

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

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

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

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

**None of the above categories apply.**
I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

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

(Name of Business or Firm)

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

By:

(Signature) (Title)

(Print Name) (Date)

PRIVACY NOTICE

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

- The University of California, Irvine, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Coordinator at the University of California, Irvine, is responsible for maintaining the requested information. The contact information for the Small Business Outreach Program Manager may be found at: http://www.ucop.edu/procurement-services/_files/sbdmgr.xlsx
- The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Outreach Program Manager(s).
Provide the following information for each contracting party including the Consultant and each subconsultant regardless of tier*. Attach additional sheets if necessary.

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<td>Telephone No / FAX No</td>
<td>Contact Name</td>
<td>Business categories</td>
<td>Contract Dollars</td>
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**Total Contract Amount =**

**Column 6 - Business Categories**

- SBE = Small Business Enterprise
- DBE = Disadvantaged Business Enterprise
- WBE = Woman Business Enterprise
- DVBE = Disabled Veteran Business Enterprise

**SUBTOTALS**

*Regardless of tier, a completed Self-Certification must have been submitted for Consultant and each Subcontractor shown on this Exhibit.*