



Capital Programs

**UCLA CAMPUS AND COGEN PLANT UTILITY METERING INDUSTRIAL  
IT CONTROLS CONSULTING SERVICES, YR 2023-2028**

REQUEST FOR QUALIFICATIONS  
UTILITY METERING, INDUSTRIAL IT, AND CONTROLS CONSULTING  
SERVICES

PROJECT NUMBER: 6707790

JANUARY 2023

## TABLE OF CONTENTS

- I. ADVERTISEMENT FOR UTILITY METERING, INDUSTRIAL IT, AND CONTROLS CONSULTING SERVICES
- II. PROJECT INFORMATION AND REQUIREMENTS
  - A. PROJECT INFORMATION
  - B. PROJECT CONSULTING REQUIREMENTS
  - C. CONTRACT REQUIREMENTS
- III. RESPONDING TO THIS REQUEST FOR QUALIFICATIONS
  - A. FORMAT
  - B. SUBMITTAL REQUIREMENTS
  - C. SELECTION SCHEDULE
  - D. SELECTION OF UTILITY METERING, INDUSTRIAL IT, AND CONTROLS CONSULTANT
  - E. DELIVERING RFQ RESPONSES TO UCLA CAPITAL PROGRAMS

### **ATTACHMENTS** (Appropriate attachments may be recopied as necessary for submittal)

Attachment	A	SELECTION CRITERIA
Attachment	B	STATEMENT OF QUALIFICATIONS (SOQ)
Attachment	C	SELF CERTIFICATION FORM
Attachment	D	REGENTS OF THE UNIVERSITY OF CALIFORNIA GUIDELINES FOR INSURANCE REQUIREMENTS ON PROFESSIONAL SERVICE AGREEMENTS
Attachment	E	UNIVERSITY STANDARD PROFESSIONAL SERVICES AGREEMENT
Attachment	F	UNIVERSITY MAP

## **I. ADVERTISEMENT FOR UTILITY METERING, INDUSTRIAL IT, AND CONTROLS CONSULTANT SERVICES**

The University of California, Los Angeles (UCLA) requests a written response to the Request for Qualifications (RFQ) to select a Utility Metering, Industrial IT, and Controls Consultant (Consultant) to provide consulting services on UCLA's existing and future utility and industrial metering / IT/controls systems associated utility and industrial metering / IT/controls programs. The selected consultant will work under a Professional Services Agreement (PSA) with the University, with authorizations for specific assignments from the Facilities Management Energy Services & Building Controls group, executed as necessary over the term of the agreement, which may be up to five years. The scope of services will vary according to the specific requirements of each assigned task, with appropriate fees negotiated following UCLA policy at the time of each authorization. Anticipated Aggregate fees will be around \$500,000 over the term of the PSA. However, the selection of a consultant for this project does not guarantee that fees of this value will be expended.

Familiarity with a full range of utility metering, industrial IT, and control project types undertaken by UCLA is critical. Familiarity with the UCLA campus and UCLA CoGeneration Central Plant (CoGen) network systems is preferred. At a minimum, previous experience in public university & CoGen environments is expected. Consulting services shall include strategic planning and implementation for a large-scale Automatic Meter Reading (AMR) and/or Advanced Meter Infrastructure (AMI) system for a large university campus; review of, and strategic planning for, the long-term maintenance of existing critical CoGen database systems, data collection systems, and monitoring software; and assistance with the development and maintenance of related virtual dashboards or websites. Other as-needed utility metering, industrial IT, and controls services may include, but are not limited to, (1) Complex data analysis of campus or CoGen data streams, (2) Recommendations regarding various end-use building utility metering systems, (3) Development of mock-ups or rough diagrams, (4) Assistance with the development of campus Internet-of-Things (IoT) systems, and (5) Recommendations for new or standardized equipment such as campus Utility Metering Panels (UMPs).

This RFQ is only for consulting services and does not include any construction services. The complete RFQ packet will be available at: <http://www.capitalprograms.ucla.edu/Contracts/RFQProjects> on **Thursday, January 26, 2023**. Responses to the RFQ are due by **10:00 a.m. on Friday, February 17, 2023**. A screening committee will determine a shortlist of firms; further steps in the selection process will be at the selection committee's discretion.

Every effort will ensure that all persons have equal access to contracts and other business opportunities with the University within limits imposed by law or University policy.– Each candidate firm may be required to show evidence of its equal employment opportunity policy.

**Peter E. Hendrickson, AIA**  
Associate Vice-Chancellor  
Design and Construction  
UCLA Capital Programs  
1060 Veteran Avenue | Box 951365  
Los Angeles, CA 90095-1365

**For questions related to this RFQ, please contact:**

Robert Striff  
UCLA Energy Services and Building Controls  
Interim Director  
E: [striff@fm.ucla.edu](mailto:striff@fm.ucla.edu)  
T:310-825-3783

## **II. PROJECT INFORMATION AND REQUIREMENTS**

### **A. PROJECT INFORMATION**

UCLA campus physical plant has grown significantly since the establishment of the Westwood campus in 1929. In 1994, the Cogeneration Plant (CoGen) was completed, allowing for the production of multiple utilities directly on-site, including steam, chilled water, and electricity. As the campus has evolved over the decades, energy/resource consumption and efficient CoGen operation have become critical areas of upkeep and focus. In turn, utility metering and related data streams on campus and in the CoGen have become critical information resources for various needs and uses. Some of these needs include campus billing, campus bill validation, or the safe and efficient daily operation of CoGen. As the UCLA campus moves into the future, utility metering, related data analytics, and the maintenance of key data systems will only become more critical with respect to daily campus operations and assessing the long-term strategy of how the campus is physically planned.

UCLA is requesting utility metering, industrial IT, and controls consulting services for the strategic planning and implementation of a large-scale Automatic Meter Reading (AMR) and/or Advanced Meter Infrastructure (AMI) system; and to assist the University in maintaining critical metering industrial IT, and controls related systems across both UCLA's campus and in UCLA's CoGen plant.

An AMI is an integrated system of smart meters, communication networks, and data management systems that enables communication between utilities and customers. University campuses operate within the role of both utility and customer and thus incur unique challenges in utility reporting, utility billing, and reliability/accuracy of utility data collection. Well-maintained, highly accurate utility metering across a university campus is critical, as is the architecture and reliability of the AMI that underpins it. Types of meters involved in an AMI system include but are not limited to chilled water meters, heating hot water meters, electric meters, steam meters, domestic water meters, and natural gas meters.

Similarly, the CoGen plant relies on critical data collection systems for daily operations. These CoGen data systems are comprised of central databases, fed by distinct data streams, analyzed by monitoring software, and reviewed by web-based visualizations. They provide essential resources such as gas and electric price data tables for dispatching, bill forecasting, and validation; they also provide weather and outside environment data to inform steam and chilled water production and temperature dispatching. These systems require regular ongoing long-term maintenance and attention to keep plant operations safely and reliably integrated with more extensive grid operations.

As the UCLA campus continues to grow and evolve, additional services may be needed in close relation to the campus metering, industrial IT, and control areas described above. These services may include assistance in the build-out of adjacent web-based visualizations, dashboards, or database systems; recommendations on creating best practice policies and requirements surrounding database systems; and general metering or database network support. The scope of these as-needed services will vary significantly in terms of size, cost, project type, and available information. Each assignment involving consulting services will be requested and authorized separately under a Professional Services Agreement (PSA) negotiated with the University. Authorizations executed under the PSA will have varying durations according to the needs of each study or project.

## **B. PROJECT CONSULTING REQUIREMENTS**

The following is an overview of the utility metering, industrial IT, and controls consulting services that the University will authorize under the Facilities Management Energy Services & Building Controls group.

### **Advanced Meter Infrastructure (AMI) System / Program**

1. Provide a framework and strategic direction for an integrated AMI system capable of recording, reporting, and analyzing energy flow meters throughout campus.
2. Recommend hardware to collect data from various energy meters, including but not limited to thermal energy meters (chilled water/heating hot water), electric meters, steam meters, water meters, and gas meters.
3. Provide recommendations for secure communication and transmission of all data.- Ensure that the system follows all National Institute of Standards & Technology (NIST) program guidelines for Internet-of-Things (IoT) cybersecurity and that all cybersecurity standards for IoT devices are met where applicable.
4. Allow for a capability to integrate with legacy meters already installed on the campus from various manufacturers using various communications protocols.
5. Provide an organized system or process for the indexing and/or barcoding of various meter types in the field so that meters can be easily identified, located, and tracked.
6. Recommend software to collect, store, transmit reliably, and display system data per University requirements and guidelines.
7. Provide installation and commissioning support for all aspects of the hardware.
8. Consult and support the locating, specifying, and troubleshooting of new and existing campus energy meters that will be integrated into the system.
9. Provide system maintenance training and support.
10. Consult on the maintenance of computer hardware for all computers in the system, including web servers, database servers, and report servers; this includes any failed components of the system, such as disk drives, RAM, graphics cards, CPUs, cooling systems, motherboards, and monitors.
11. Ensure all system requirements are met, generally, and in terms of hardware, software, system performance, and system maintenance, as per specification from the University.

### **CoGen Operational Data and Database Management Systems**

1. Consult with the University to expand, maintain, and improve critical CoGen operational data systems and/or database management systems.
2. Make recommendations to maintain existing CoGen databases, data collection systems, web visualizations, and monitoring software.
3. Consult to ensure LADWP solar data is reliably available for real-time dispatching.
4. Provide support for critical weather forecast data collection systems and ensure they are maintained and online at all times for campus chilled water loop temperature dispatching.
5. Consult to ensure gas and electric pricing data is reliably available for various CoGen dispatching, bill forecasting, and validation.
6. Make recommendations regarding the data gathering and analysis of CoGen data streams needed for regular daily operation and as required by the University.

**As-Needed Other Utility Metering, Industrial IT, and Controls Consulting Support**

1. Assist in the general expansion, maintenance, and improvement of the University's energy monitoring and industrial IT systems, both in the CoGen and across campus.
2. Make recommendations regarding new energy metering and industrial IT policies and requirements.
3. Assist with the development of mock-ups, rough diagrams, and related documentation.
4. Assist in identifying locations for campus and CoGen energy metering, industrial IT, or related hardware.
5. Consult with the University to commission specific hardware, such as sensors, to ensure proper installation and accurate operation.
6. Assist in developing centralized database systems for collecting and storing relevant critical data.
7. Make recommendations regarding report servers per the University's requirements.
8. Assist with developing new or existing virtual dashboards, websites, or applications to monitor and analyze critical data streams across campus and in the CoGen.
9. Recommend new equipment or equipment required to repair existing hardware such as Utility Metering Panels (UMPs) and related.

**Education:**

1. Demonstrated and documented experience working on utility metering/industrial IT/controls systems in a large public university setting
2. Demonstrated and documented experience working on utility metering/industrial IT/controls systems in a CoGeneration Central Plant setting
3. Deep knowledge of Modbus TCP/IP, Modbus RS-485, BacNet MSTP, and BacNet IP communication protocols
4. Demonstrated and documented experience in the development of new or existing virtual dashboards, websites, or applications to monitor and analyze critical data streams
5. Demonstrated experience in the maintenance of computer hardware for all types of computers involved in an AMI / AMR system, including but not limited to web servers, database servers, report servers, disk drives, RAM, graphics cards, CPUs, cooling systems, motherboards, and monitors
6. Demonstrated experience working with legacy utility meters or utility metering systems and related legacy communication protocols

**Schedule:** The PSA may have a duration of up to five years. Authorizations executed under the PSA will have varying durations according to the needs of each study or project.

**Agreement and Contract Requirements:** The selected Utility Metering, Industrial IT, and Controls Consultant will conduct the work under a University of California Professional Services Agreement (PSA). A sample PSA is included in Attachment E.

**Compensation:** Compensation will be negotiated and executed by authorization for each separate study or scope of work within the terms and duration of the PSA. Compensation may be by a lump sum for each scope of work or hourly according to the annually-revised rate schedule incorporated into the PSA.

**C. CONTRACT REQUIREMENTS**

1. All consulting services provided by the selected Utility Metering, Industrial IT, and Controls Consultant shall follow the standard University Contract Documents, which the General Counsel has approved to the Regents.
2. The University requires evidence of insurance coverage: General Liability, Automobile Liability, and Worker's Compensation. Suppose the consultant does not currently have coverage per University policies. In that case, the evidence must be submitted indicating that such coverage will be effective before entering into a contractual agreement with the University.

**Capital Programs Insurance Limits for Consulting Services**

<b>General Liability</b>	
Each Occurrence – Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
<b>Business Auto Liability</b> – Each Accident – Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000
<b>Workers Comp &amp; Employers Liability</b>	As required by the Federal & State of Calif. Law
<b>Professional Liability</b>	
Each Claim	\$2,000,000
General Aggregate	\$2,000,000

3. The University requires consultants to comply with all necessary forms and endorsements as specified in Attachment D. Awarded consultant shall submit copies of forms and endorsements during the award process for review and approval by the University at the time of contracting.
4. Equal Opportunity Employment -The selected firm shall show evidence of a company's Equal Opportunity Employment policy and company compliance with applicable federal law pertaining to Equal Opportunity Employment.

**III. RESPONDING TO THIS REQUEST FOR QUALIFICATIONS**

Please comply with the following requirements in preparing responses to this RFQ; *responsiveness to these instructions will be considered an indication of the responsiveness of the prospective consultant:*

**A. FORMAT**

All submittal materials shall be bound in 8 ½ "x 11" format, preferably in portrait orientation. Materials may be submitted in PDF format via files sharing method or PDF attachment, emailed to [lmartinez@capnet.ucla.edu](mailto:lmartinez@capnet.ucla.edu) (note: Outlook sets a maximum limit of 20MB for every email attachment). Clearly label submittals with the UCLA project name(s) and project number(s). Please include a table of contents.

Provide Introductory pages to separate and identify each Submittal Requirement described in Section III.B. Submittals should be limited to the sections and items identified in *III.B* below. Although they are **not encouraged**, any additional materials submitted at the discretion of the submitting firm, such as standard brochures, **must be presented separately** from the main submittal and marked clearly. Failure to comply with this requirement may result in disqualifying the entire submittal.

**B. SUBMITTAL REQUIREMENTS**

RFQ submittals shall contain the following response items:

**Cover:** On the submittal cover, include the title "**UCLA Campus and CoGen Plant Utility Metering Industrial IT and Controls Consulting Services, YR 2023-2028,**" (January 2023), and identify the firm submitting the response (with the contact information provided either on the cover or letter of interest, or both).

**Letter of Interest:** Provide a concise letter (1 page preferred) that expresses the candidate firm's interest in the project and summarizes its capabilities for providing the requested utility metering, industrial IT, and controls consulting services.

**Firm Organization and Project Team Organization:** Provide an organizational chart for the entire firm. Also, provide an organizational chart indicating the relationship between the firm's staff members, who might have responsibilities related to utility metering, industrial IT, and controls project deliverables. Please show on the chart the names of key personnel and their titles.

**Firm's Qualifications:** Complete and submit a Statement of Qualifications (SOQ) form (Attachment B). In response to Item 7 of the SOQ, provide project data for a minimum of five (5) relevant projects for which utility metering, industrial IT, and controls consulting work has been completed, or is currently in progress, in a campus or CoGen setting, within the last five (5) years. Explain experience with projects in the Los Angeles region, utilities, and infrastructure, or projects at UCLA, other UC campuses, or other higher education campuses. Detail any experience with NIST program guidelines for IoT cybersecurity or current cybersecurity standards for IoT devices. The submittal may also include additional relevant information for the University to consider, such as the firm's brochure

**Staff and Sub-Consultants' Qualifications:** The University does not anticipate that the work associated with any particular proposed project within this PSA will require the Utility Metering, Industrial IT, and Controls Consultant to obtain the services of sub-consultants. However, suppose the Utility Metering, Industrial IT, and Controls Consultant feels a sub-consultant will be necessary to achieve successful project outcomes. In that case, they must take the following actions to incorporate potential sub-consultants into this PSA. (1) Identify potential sub-consultant(s) by discipline. (2) Indicate each sub-consultants address, phone number, and contact person. (3) Provide a resume of relevant principles for the proposed sub-consulting firm(s). Where services are to be performed by the Utility Metering, Industrial IT, and Controls Consultant's own staff, comply with Key Staff and Resumes items below. The University reserves the right to approve or reject all sub-consultants based upon consideration of their expertise and professional experience.

**Response to Selection Criteria:** Describe how and to what extent the firm satisfies, or intends to satisfy, each of the selection criteria.

**Key Staff:** Provide the identity of key staff members by names and titles assigned to the proposed project or who may otherwise play a significant role in the proposed project. Briefly describe each individual's proposed role.

**Resumes:** Submit a resume for each key staff member identified above. Include specialty certifications and relevant experience with similar projects and describe each project's role or duties. Technicians and commissioning agents shall have demonstrated competence in performing appropriate tests and inspections. Include all relevant experience with similar projects and indicate the position or duties performed on each project.

**Equipment and Troubleshooting / Commissioning Procedures:** The company must have its own testing, troubleshooting, and commissioning equipment and be able to perform calibration and quality control procedures for equipment, including but not limited to sensors, transistors, calculators, and related computer systems.

**Letter of Acceptance of University Documents:** The candidate firm shall carefully review the Standard University Contract Documents listed in Paragraph II.C and included in the Attachments. A



letter prepared on the firm's letterhead shall state acceptance of these Standard University Contract documents as written.- Alternatively, the letter shall describe any proposed minor modifications to the standard University documents that the candidate deems necessary for acceptance. Consultant shall assume that terms bearing on the firm's potential liability (e.g., Paragraph II.C Insurance and Indemnity Provisions) will not be altered. The University reserves the right to modify these documents before execution.

**Certificate of Insurance:**- The candidate firm shall submit a Certificate of Insurance indicating its present coverage.- The selected firm will be required to provide the insurance limits set forth by the University's insurance risk management department (Paragraph II.C.2). Please confirm that your firm can meet these limits in your acceptance letter.

**University of California Business Information Form:** Complete, sign and submit a University of California Self-Certification Form – Professional Consultant (Attachment C), including the self-certification statement at the bottom of page 11.

### C. **SELECTION SCHEDULE**

Per established University procedures, UCLA will review all submittals in response to the RFQ and select the most qualified firm for the projects. The anticipated selection process schedule is as follows:

1. The request for qualifications (RFQ) packet will be available at [www.capitalprograms.ucla.edu/Contracts/RFQProject](http://www.capitalprograms.ucla.edu/Contracts/RFQProject) on **Thursday, January 26, 2023.**
2. **10:00 a.m. on Friday, February 17, 2023:** RFQ submittals due at UCLA Capital Programs.
3. Interviews will be held in **mid-March 2023.**

### D. **SELECTION OF UTILITY METERING, INDUSTRIAL IT, AND CONTROLS CONSULTANT**

The screening and Selection Committee will make a recommendation for the Utility Metering, Industrial IT, and Controls Consultant selected for "on-call" work for upcoming projects(s) to the appropriate University administrator(s) for approval. Upon approval, UCLA will request written project scope and fee proposals.

### E. **DELIVERING RFQ RESPONSES TO UCLA CAPITAL PROGRAMS**

To be considered for this project, provide your materials via file sharing method or Attachment emailed solely to [Lmartinez@capnet.ucla.edu](mailto:Lmartinez@capnet.ucla.edu) in PDF format of the RFQ submittal documents as outlined above in section III.B no later than **10:00 a.m. on Friday, February 17, 2023.** (Note: Outlook sets a maximum limit of 20 MB for every email attachment).

Each Request for Qualifications (RFQ) submittal is vital to UCLA.- To ensure that UCLA receives all RFQs **by or before 10:00 a.m. (PST)** deadline, please allow sufficient time for the transmission or transmission delay of the submittal.- Any submittals received after 10:00 a.m. (PST) deadline will not be accepted by UCLA.



UCLA Capital Programs

Attention: Liliana Martínez | [Lmartinez@capnet.ucla.edu](mailto:Lmartinez@capnet.ucla.edu)

*All material submitted becomes the property of UCLA and will not be returned to the submitting firms.*

## SELECTION CRITERIA: ATTACHMENT A

*Note: Not all items below will be weighted the same by the Screening and Selection Committees.*

- 1. Relevant General Project Experience:** Applicant demonstrates at least five (5) years of adequate and meaningful experience supporting projects of similar/comparable type and scope. The highest preference will be given to applicants with UCLA campus and UCLA CoGen familiarity and relevant consulting experience. Additional preference will be given to applicants with other university campuses and Cogen-relevant consulting expertise. Experience working with UCLA Facilities Management, UCLA Energy Services and Building Controls, and CoGen Plant Operators is highly desired. The ability to troubleshoot, install, and commission various equipment, sensors, and computer systems, across various communication protocols, is expected.
- 2. Relevant Specific Project Experience:** Applicant can state and demonstrate specific experience with installing, repairing, maintaining, and upgrading utility metering systems for specific utilities such as, but not limited to, steam, chilled water, electricity, heating hot water, natural gas, domestic water, and compressed air.
- 3. Availability:** The UCLA CoGen facility, and by extension, the UCLA campus, are 24/7 operations. Applicant and skilled personnel with relevant education, qualifications, and experience will be expected to be available or "on-call" and able to report immediately to campus locations at all hours in the event urgent or emergency support is required. Preference will be given to applicants who can demonstrate the above-described high level of availability through the applicant's Letter of Interest. Relevant consulting experience examples or any other supporting documentation is allowed in the application package.
- 4. Affordability:** Applicant is able to demonstrate reliable success via affordable means, methods, and solutions through relevant consulting experience and/or previous project examples.
- 5. Working Relationships:** Applicant is able to demonstrate success in establishing effective working relationships with client representatives, plant managers, engineers, and technical staff through relevant consulting experience and/or previous project examples.
- 6. Coordination and Meetings:** Applicant is capable of in-person attendance at various meetings to provide professional expertise, information, support, and hands-on training of multiple controls instrumentation.
- 7. Compliance and Security:** Applicant is able to demonstrate a deep understanding of federal, state, and local cybersecurity compliance requirements via relevant consulting experience and/or previous project examples. The ability to ensure all project systems will be within NIST, IoT, University, and related cybersecurity guidelines and codes is required.

**STATEMENT OF QUALIFICATIONS: ATTACHMENT B**

1. Firm Name: \_\_\_\_\_

2. Business Address: \_\_\_\_\_  
 \_\_\_\_\_

3. Year Firm Established: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

4. Type of Organization (Check one):  
 a. Sole Proprietorship ( ) b. Partnership ( ) c. Corporation ( ) d. Joint Venture ( )

5. Principals (P) and Associates (A) (Check "P" or "A" for each) who would work on this project:

	NAME	P	A	DEGREE OR CERTIFICATE	INSTITUTION
a.					
b.					
c.					
d.					
e.					
f.					
g.					

6. The current and past five-year average number of staff employed in the applicant's office where key staff for the proposed project(s) are located.

		Current	5-year
a.	Principals	_____	_____
b.	California Registered PE	_____	_____
c.	Administrative	_____	_____
d.	Other	_____	_____

7. List five (5) major utility metering, industrial IT, and/or controls projects completed within the past five (5) years or currently in progress, preferably in a campus or CoGen setting. Demonstrate (a.) a detailed description of the consultant's activities and (b.) provide the total value of consulting services rendered.

PROJECT	OWNER & CONTACT	YEAR	CONSULTING FEES
i.			
ii.			
iii.			
iv.			
v.			

8. References:

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

By (name and signature): \_\_\_\_\_ Date: \_\_\_\_\_

**SELF CERTIFICATION: ATTACHMENT C**

For the consultant and each sub-consultant indicated on the Report of Sub-Consultant Information, the following must be completed. OR for the consultant and each sub-consultant, the following must be completed.

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

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

\_\_\_\_\_ **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.

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

\_\_\_\_\_ **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.

\_\_\_\_\_ **None of the above categories apply.**

**SELF CERTIFICATION: ATTACHMENT C (continued)**

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: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PRIVACY NOTIFICATION**

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, Los Angeles, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Outreach Program Manager at the University of California, Los Angeles, 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](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).

## REGENTS OF THE UNIVERSITY OF CALIFORNIA GUIDELINES FOR INSURANCE REQUIREMENTS ON CONSTRUCTION-RELATED CONTRACTS / SERVICE AGREEMENTS

**Note to User:** The following matrix is intended to provide **guidelines** to those who have responsibility for the award of contracts to contractors or facility-related consultants as it relates to the insurance requirements. Each contract is different, and therefore, great care must be given to the identification and analysis of risks associated therewith. These guidelines are meant to provide a basis for that process but in no way should this matrix be construed as a “one-size-fits-all.” When in doubt, call Campus Risk Management Services for advice and counsel.

Contact Campus Risk Management Services before establishing limits for:

1. All HIGH RISK construction projects (see chart below for examples), and;
2. Projects having unique exposures (working in and around non-University-owned utilities, environmentally challenged sites, etc.).

### RISK CATEGORIES

The following list provides a general framework (where the project scope may include, but not only limited to these activities) as to severity categories and is not meant to address all activities/risks that may exist with your project.

LOW RISK	MODERATE RISK	HIGH RISK
<ul style="list-style-type: none"> <li>• Acoustical Ceiling Tile</li> <li>• Alarm Systems (fire &amp; security)</li> <li>• Blinds, Drapes, Film</li> <li>• Canopies, Awnings</li> <li>• Carpeting</li> <li>• Casework (cabinets, counters)</li> <li>• Concrete (minor and trailer pads)</li> <li>• Electrical (low voltage only)</li> <li>• Fencing</li> <li>• Flooring</li> <li>• Furniture Repair</li> <li>• Glass</li> <li>• Landscaping (no underground utilities, no excavation/trenching)</li> <li>• Locksmith</li> <li>• Moving Non-Leased, High-Tech Equipment</li> <li>• Non-Structural Interior Buildout/Improvements (including renovations and upgrades to existing buildings/structures)</li> <li>• Painting Interior</li> <li>• Pavement Sealing</li> <li>• Plumbing (minor)</li> <li>• Remodeling (minor)</li> <li>• Roofing Minor (small or isolated buildings; or repairs)</li> <li>• Sewer</li> <li>• Signs (no welding)</li> <li>• Trailer renovations</li> <li>• Wallpaper/Wall coverings</li> </ul>	<ul style="list-style-type: none"> <li>• New construction (2 or more above-grade stories with no below-grade construction)</li> <li>• Bleachers/Raised Seating</li> <li>• Cold Rooms</li> <li>• Concrete (major or if in traffic area)</li> <li>• Demolition (non-structural)</li> <li>• Electrical – (3-phase or panels)</li> <li>• Framing</li> <li>• Fume Hoods</li> <li>• Gas Leak &amp; Cathodic Protection Survey</li> <li>• Heating, Ventilation, Air Conditioning</li> <li>• Interior Renovation/Remodeling - minor, non-structural, no environmental hazard exposures, and NOT in high-risk area</li> <li>• Kitchen/Lab Work (in which work is NOT near or adjacent to high-valued equipment)</li> <li>• Painting (exterior)</li> <li>• Paving, Asphalt</li> <li>• Roofing (major)</li> <li>• Scaffolding</li> <li>• Stucco/Plastering</li> <li>• Structural Repairs</li> <li>• Underground Work/Utilities</li> <li>• Welding, Torch Cutting, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• New construction (4 or more above-grade stories)</li> <li>• Below-grade new construction</li> <li>• Projects \$25,000,000 or greater (must be enrolled in UCIP)</li> <li>• Wood-Frame Projects over \$10,000,000</li> <li>• Airport/Heliport Construction</li> <li>• <b>Aviation / Drones (UAVs)</b></li> <li>• Boilers and Steam Generators</li> <li>• Boring or Tunneling</li> <li>• Bridges</li> <li>• Demolition (major/structural)</li> <li>• <b>Environmental / Hazardous Materials Remediation/Abatement</b></li> <li>• Elevators</li> <li>• Heavy Construction Equipment Required</li> <li>• High Voltage Electrical – including any work involving Electrical Substations, Cogeneration Facilities and/or Central Utility Plants</li> <li>• Hospitals / Medical Facilities</li> <li>• Install Hi-Tech Equipment</li> <li>• Kitchen/Lab Work (in which work is performed near or adjacent to high-valued equipment)</li> <li>• Piledriving / Drilling</li> <li>• Power Lines &amp; Poles</li> <li>• Renovation/Remodeling – major or in high risk areas (patient care, art, etc.)</li> <li>• <b>Residential (for-sale) projects (anticipated for future sale)</b></li> <li>• Stadiums/Sports Arenas</li> <li>• Steel Erection</li> <li>• Structural Renovations</li> <li>• Towers</li> <li>• Trenching/Excavation – below ground</li> <li>• Underground Work/Utilities (in which work is near or adjacent to high voltage or major utilities)</li> </ul>

**PROFESSIONAL SERVICES AGREEMENT (Includes but not limited to Design, Engineering, Consulting Services. Excludes Professional Services included in CMAR and Design Build agreements)**

Limits and coverages hereunder are minimum recommended; to the extent scopes of work or specific circumstances require further clarification to confirm limits for a specific project, please contact the Campus Risk Manager or Willis Towers Watson.) Limits can be satisfied through providing a combination of primary and follow-form Umbrella and/or Excess Liability policies.

**NOTE: If agreement contemplates usage of a drone/UAV (Unmanned Aerial Vehicle), please refer to the Unmanned Aircraft System (UAS) Insurance section under High Risk.**

	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
<p><b>LOW RISK</b></p> <p>Refer to Risk Category Chart Above – Applies to: Facility Related Consulting Services –</p> <p>Not for the following services:</p> <ul style="list-style-type: none"> <li>• Structural Design / Engineering</li> <li>• Geotechnical</li> <li>• Environmental</li> <li>• Agreements excess of \$5,000,000)</li> </ul>	<p><b>Workers' Compensation/ Employer's Liability</b></p>	<p><b>Workers' Compensation:</b> Statutory</p> <p><b>Employer's Liability:</b> \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit</p>	<p><b>FORM:</b> As required in the state where work performed</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> </ul>
	<p><b>Business Auto Liability</b></p>	<p>\$1,000,000 per Accident Combined Single Limit – Bodily Injury / Property Damage</p> <p>applicable to all Owned, Non-Owned and Hired Autos</p>	<p><b>FORM:</b> Standard CA 00 01</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>
	<p><b>General Liability</b></p>	<p>\$1,000,000 per Occurrence \$1,000,000 Annual General Aggregate (Per Location or Per Project preferred) \$1,000,000 Personal &amp; Advertising Injury \$1,000,000 Products/Completed Operations</p>	<p><b>FORM: Per Occurrence (2004 or later edition of ISO Form CG 0001, or its equivalent)</b></p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured ISO Forms acceptable*: CG2010 (10/01) and CG2037 (10/01) or CG2010 (07/04) and CG2037 (07/04) or their equivalents</li> <li>*NOTE: If the earlier versions are not available, CG2010 (4/13) and CG2037 (4/13) can be accepted but only when the August 18, 2017 or later edition of the agreement is used.</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Separation of Insureds</li> <li>• No Cross Suits Exclusion</li> <li>• General Aggregate limit to apply Per Location/Per Project</li> </ul>
	<p><b>Professional (Errors &amp; Omissions) Liability</b></p>	<p>\$1,000,000 Each Claim \$1,000,000 Aggregate</p>	<p><b>FORM:</b> Claims-Made</p> <p><b>TERM:</b> Shall maintain at all times, while services contemplated by this agreement are being completed and for a minimum of 5 years after project completion.</p>



MODERATE RISK	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
<p>Refer to Risk Category Chart Above – Applies to: Facility Related Consulting Services –</p> <p>Not for the following services:</p> <ul style="list-style-type: none"> <li>• Structural Design / Engineering</li> <li>• Geotechnical</li> <li>• Environmental</li> </ul>	<p><b>Workers' Compensation/ Employer's Liability</b></p>	<p><b>Workers' Compensation:</b> Statutory</p> <p><b>Employer's Liability:</b> \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit</p>	<p><b>FORM:</b> As required in the state where work performed</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> </ul>
	<p><b>Business Auto Liability</b></p>	<p>\$1,000,000 per Accident Combined Single Limit – Bodily Injury / Property Damage</p> <p>applicable to all Owned, Non-Owned and Hired Autos</p>	<p><b>FORM:</b> Standard CA 00 01</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>
	<p><b>General Liability</b></p>	<p>\$2,000,000 per Occurrence \$2,000,000 Annual General Aggregate (Per Location or Per Project preferred) \$2,000,000 Personal &amp; Advertising Injury \$2,000,000 Products/Completed Operations</p>	<p><b>FORM: Per Occurrence (2004 or later edition of ISO Form CG 0001, or its equivalent)</b></p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured ISO Forms acceptable*: CG2010 (10/01) and CG2037 (10/01) or CG2010 (07/04) and CG2037 (07/04) or their equivalents</li> <li>*NOTE: If the earlier versions are not available, CG2010 (4/13) and CG2037 (4/13) can be accepted but only when the August 18, 2017 or later edition of the agreement is used.</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Separation of Insureds</li> <li>• No Cross Suits Exclusion</li> <li>• General Aggregate limit to apply Per Location/Per Project</li> </ul>
	<p><b>Professional (Errors &amp; Omissions) Liability</b></p>	<p>\$2,000,000 Each Claim \$2,000,000 Annual Aggregate</p> <p>Limits may be adjusted upward in increments of \$1,000,000 or \$5,000,000, depending on scope of work and contract size.</p> <p>#{Limit as provided by Risk Management} Each Claim #{Limit as provided by Risk Management} Aggregate</p>	<p><b>FORM:</b> Claims-Made</p> <p><b>TERM:</b> Shall maintain at all times, while services contemplated by this agreement are being completed and for a minimum of 5 years after project completion.</p>

HIGH RISK	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
<p>Refer to Risk Category Chart Above – Applies to:</p> <p>Complex/Large Project Consulting Services –</p> <ul style="list-style-type: none"> <li>• Structural Design / Engineering</li> <li>• Geotechnical</li> <li>• Surveying</li> <li>• Testing</li> <li>• Environmental</li> </ul>	<p><b>Workers' Compensation/ Employer's Liability</b></p>	<p><b>Workers' Compensation:</b> Statutory</p> <p><b>Employer's Liability:</b> \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit</p>	<p><b>FORM:</b> As required in the state where work performed</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> </ul>
	<p><b>Business Auto Liability</b></p>	<p>\$1,000,000 per Accident Combined Single Limit – Bodily Injury / Property Damage</p> <p>applicable to all Owned, Non-Owned and Hired Autos</p>	<p><b>FORM:</b> Standard CA 00 01</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul> <p>In addition to Endorsements listed above, below specific coverage applies to Business Auto Liability for services involving hazardous material (also see Pollution Liability below).</p> <p><b>IF HAZ MAT REMEDIATION/TESTING/CONSULTING:</b> MCS-90 Endorsement to be included with the amendments to the Endorsement to reflect that the reimbursement provisions be specifically limited to the Named Insured.</p> <p><b>For Work &gt; \$500,000</b> \$5,000,000 Combined Single Limit if hauling and/or disposing with MCS-90 Endorsement</p> <p><b>For Work &lt; \$500,000</b> \$2,000,000 Combined Single Limit, if hauling and/or disposing, with MCS-90 Endorsement</p>
	<p><b>General Liability</b></p>	<p>\$2,000,000 per Occurrence \$2,000,000 Annual General Aggregate (Per Location or Per Project preferred) \$2,000,000 Personal &amp; Advertising Injury \$2,000,000 Products/Completed Operations</p>	<p><b>FORM: Per Occurrence (2004 or later edition of ISO Form CG 0001, or its equivalent)</b></p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured ISO Forms acceptable*: CG2010 (10/01) and CG2037 (10/01) or CG2010 (07/04) and CG2037 (07/04) or their equivalents *NOTE: If the earlier versions are not available, CG2010 (4/13) and CG2037 (4/13) can be accepted but only when the August 18, 2017 or later edition of the agreement is used.</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Separation of Insureds</li> <li>• No Cross Suits Exclusion</li> <li>• General Aggregate limit to apply Per Location/Per Project</li> </ul>
	<p><b>Professional (Errors &amp; Omissions) Liability</b></p>	<p>\$2,000,000 Each Claim \$2,000,000 Annual Aggregate</p> <p>Limits may be adjusted upward in increments of \$1,000,000 or \$5,000,000 (not to exceed \$10,000,000 limits), depending on scope of work and contract size.</p> <p>#{Limit as provided by Risk Management} Each Claim #{Limit as provided by Risk Management} Aggregate</p>	<p><b>FORM:</b> Claims-Made</p> <p><b>TERM:</b> Shall maintain at all times, while services contemplated by this agreement are being completed and for a minimum of 5 years after project completion.</p> <p>For residential projects (for-sale or anticipated for future sale), Extended Reporting Period or coverage maintenance shall be 10 years after project completion.</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• UC as Indemnified Party for Vicarious Liability</li> </ul> <p><b>PROJECT POLICIES:</b> Requirements may be reconsidered if UC procures a project Professional Liability or Owner Protective Professional Indemnity (OPPI) policy.</p>

	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
	<b>Pollution Liability</b> <b>(if Environmental Consulting Services exist)</b>	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate  Limits may be adjusted upward in increments of \$1,000,000 or \$5,000,000, depending on scope of work and contract size.  \${Limit as provided by Risk Management} Each Claim \${Limit as provided by Risk Management} Aggregate	<b>FORM:</b> Claims-Made (Occurrence form preferred and relatively easily obtained in the marketplace) <b>TERM:</b> Extended Reporting Period/maintain policy for 3 to 5 years from completion of contracted services, depending upon scope of work. <b>ENDORSEMENTS:</b> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Emergency Response Costs with 72 hour time frame</li> <li>• Crisis Management, Public Relations Management of Equivalent</li> </ul>
	<b>Unmanned Aircraft System (UAS) Insurance</b> <b>(if a Drone/UAV (UNMANNED AERIAL VEHICLE) will be used)</b>	\$1,000,000 per Occurrence \$1,000,000 Annual Aggregate	<b>IF DRONES/UAVs (UNMANNED AERIAL VEHICLES) WILL BE IN USE, ONE OF THE FOLLOWING THREE OPTIONS IS REQUIRED:</b> <ol style="list-style-type: none"> <li>1. General Liability policy must be endorsed with UAV Liability Coverage.</li> <li>2. Under the General Liability policy the "Aircraft" exclusion must be either A) deleted or B) exception to exclusion provided by the carrier.</li> <li>3. A separate UAS (Unmanned Aircraft System) policy must be provided to include coverage for Bodily Injury (BI)/Property Damage (PD) Liability and Physical Damage to the UAV and support systems.</li> </ol> <b>FORM:</b> Per Occurrence <b>TERM:</b> Shall maintain at all times, while services contemplated by this agreement are being completed. <b>ENDORSEMENTS:</b> <ul style="list-style-type: none"> <li>• Blanket Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>

**CONSTRUCTION CONTRACTS (Includes CMAR and Design Build agreements)**

Limits and coverages hereunder are minimum recommended; to the extent scopes of work or specific circumstances require further clarification to confirm limits for a specific project, please contact the Campus Risk Manager or Willis Towers Watson.) Limits can be satisfied through providing a combination of primary and follow-form Umbrella and/or Excess Liability policies.

**NOTE: If agreement contemplates usage of a drone/UAV (Unmanned Aerial Vehicle), please refer to the Unmanned Aircraft System (UAS) Insurance section under High Risk.**

	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
<p><b>LOW RISK</b></p> <p>Refer to Risk Category Chart Above – Applies to:</p> <ul style="list-style-type: none"> <li>• Non-Structural Interior Buildout/Improvements, such as renovations and upgrades to existing buildings/structures</li> </ul> <p>Not for the following agreements:</p> <ul style="list-style-type: none"> <li>• Professional Services</li> <li>• CM@Risk</li> <li>• Design Build</li> </ul>	<p><b>Workers' Compensation/ Employer's Liability</b></p>	<p><b>Workers' Compensation:</b> Statutory</p> <p><b>Employer's Liability:</b> \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit</p>	<p><b>FORM:</b> As required in the state where work performed</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> </ul>
	<p><b>Business Auto Liability</b></p>	<p>\$1,000,000 per Accident Combined Single Limit – Bodily Injury / Property Damage</p> <p>applicable to all Owned, Non-Owned and Hired Autos</p>	<p><b>FORM:</b> Standard CA 00 01</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>
	<p><b>General Liability</b></p>	<p>\$1,000,000 per Occurrence \$1,000,000 Annual General Aggregate (Per Location or Per Project preferred) \$1,000,000 Personal &amp; Advertising Injury \$1,000,000 Products/Completed Operations</p>	<p><b>FORM: Per Occurrence (2004 or later edition of ISO Form CG 0001, or its equivalent)</b></p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured ISO Forms acceptable*: CG2010 (10/01) and CG2037 (10/01) or CG2010 (07/04) and CG2037 (07/04) or their equivalents *NOTE: If the earlier versions are not available, CG2010 (4/13) and CG2037 (4/13) can be accepted but only when the August 18, 2017 or later edition of the agreement is used.</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Separation of Insureds</li> <li>• No Cross Suits Exclusion</li> <li>• General Aggregate limit to apply Per Location/Per Project</li> </ul>
	<p><b>Contractor's Pollution Liability</b></p>	<p>\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p> <p>Coverage to include MOLD / FUNGI</p>	<p><b>FORM:</b> Occurrence (preferred), but Claims-Made acceptable</p> <p><b>TERM:</b> If Claims-Made, Extended Reporting Period/maintain policy for 10 years from completion of contracted services.</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> </ul>

MODERATE RISK	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
<p>Refer to Risk Category Chart Above – Applies to:</p> <ul style="list-style-type: none"> <li>• Non-Structural Interior Buildout/ Improvements, such as renovations and upgrades to existing buildings/ structures</li> </ul> <p>Not for the following agreements:</p> <ul style="list-style-type: none"> <li>• Professional Services</li> <li>• CM@Risk</li> <li>• Design Build</li> </ul>	<p><b>Workers' Compensation/ Employer's Liability</b></p>	<p><b>Workers' Compensation:</b> Statutory</p> <p><b>Employer's Liability:</b> \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit</p>	<p><b>FORM:</b> As required in the state where work performed</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> </ul>
	<p><b>Business Auto Liability</b></p>	<p>\$2,000,000 per Accident Combined Single Limit – Bodily Injury / Property Damage</p> <p>applicable to all Owned, Non-Owned and Hired Autos</p>	<p><b>FORM:</b> Standard CA 00 01</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>
	<p><b>General Liability</b></p>	<p>\$2,000,000 per Occurrence \$2,000,000 Annual General Aggregate (Per Location or Per Project preferred) \$2,000,000 Personal &amp; Advertising Injury \$2,000,000 Products/Completed Operations</p> <p><b>For projects \$5,000,000+, limits may be adjusted upward as follows, depending on scope of work and contract size:</b></p> <p>\$2,000,000 per Occurrence \$4,000,000 Annual General Aggregate (Per Location or Per Project preferred) \$2,000,000 Personal &amp; Advertising Injury \$4,000,000 Products/Completed Operations</p> <p>\$(Limit as provided by Risk Management) Each Claim \$(Limit as provided by Risk Management) Aggregate</p>	<p><b>FORM: Per Occurrence (2004 or later edition of ISO Form CG 0001, or its equivalent)</b></p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured ISO Forms acceptable*: CG2010 (10/01) <b>and</b> CG2037 (10/01) <b>or</b> CG2010 (07/04) <b>and</b> CG2037 (07/04) <b>or</b> their equivalents *NOTE: If the earlier versions are not available, CG2010 (4/13) and CG2037 (4/13) can be accepted but only when the August 18, 2017 or later edition of the agreement is used.</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Separation of Insureds</li> <li>• No Cross Suits Exclusion</li> <li>• General Aggregate limit to apply Per Location/Per Project</li> </ul>
	<p><b>Contractor's Pollution Liability</b></p>	<p>\$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate</p> <p>Coverage to include MOLD / FUNGI</p> <p><b>For projects \$5,000,000+, limits may be adjusted upward as follows, depending on scope of work and contract size:</b></p> <p>\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate</p> <p>Coverage to include MOLD / FUNGI</p> <p>\$(Limit as provided by Risk Management) Each Claim \$(Limit as provided by Risk Management) Aggregate</p>	<p><b>FORM:</b> Occurrence (preferred), but Claims-Made acceptable and relatively easily obtained in the marketplace)</p> <p><b>TERM:</b> If Claims-Made, Extended Reporting Period/maintain policy for 10 years from completion of contracted services.</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Emergency Response Costs with 72 hour time frame</li> <li>• Crisis Management, Public Relations Management of Equivalent</li> </ul>

	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
<p><b>HIGH RISK</b></p> <p>Refer to Risk Category Chart Above – Applies to:</p> <ul style="list-style-type: none"> <li>• Complex/Large Design-Bid-Build/Lump Sum Agreements</li> <li>• Construction Management (CM @ Risk) Agreements</li> <li>• Design Build Agreements</li> </ul> <p>Not for the following agreement:</p> <ul style="list-style-type: none"> <li>• Professional Services</li> </ul>	<p><b>Workers' Compensation/ Employer's Liability</b></p>	<p><b>Workers' Compensation:</b> Statutory</p> <p><b>Employer's Liability:</b> \$1,000,000 Each Employee \$1,000,000 Each Accident \$1,000,000 Policy Limit</p> <p><b>Projects over \$25,000,000 must be enrolled in UCIP.</b> For contractors enrolled in UCIP, certificates evidencing Workers' Compensation Limits are still required for their <u>off-site</u> operations only. UCIP provides the coverage for their <u>onsite</u> operations.</p>	<p><b>FORM:</b> As required in the state where work performed</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> <li>• Alternate Employer Endorsement (if joint venture entity is contracting party)</li> </ul>
	<p><b>Business Auto Liability</b></p>	<p>\$5,000,000 per Accident Combined Single Limit – Bodily Injury / Property Damage</p> <p>applicable to all Owned, Non-Owned and Hired Autos</p> <p>Limits can be adjusted up to \$10,000,000, depending on scope of work, contract size, proximity of construction activities and traffic routes to campus general public (example: shuttle services).</p> <p>\$(Limit as provided by Risk Management) Each Claim \$(Limit as provided by Risk Management) Aggregate</p>	<p><b>FORM:</b> Standard CA 00 01</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul> <p>In addition to Endorsements listed above, below specific coverage applies to Business Auto Liability for services involving hazardous material (also see Pollution Liability below).</p> <p><b>IF HAZ MAT REMEDIATION/ABATEMENT:</b> For work involving Sections 13280 Hazardous Materials Management-Asbestos, 13281 Hazardous Materials Management-Lead and 13282 Mold Clean-Up approved by Campus Asbestos/Lead Coordinator</p> <p>MCS-90 Endorsement to be included with the amendments to the Endorsement to reflect that the reimbursement provisions be specifically limited to the Named Insured.</p> <p><b>For Work &gt; \$5,000,000</b> \$5,000,000 Combined Single Limit if hauling and/or disposing with MCS-90 Endorsement</p> <p><b>For Work &lt; \$5,000,000</b> \$2,000,000 Combined Single Limit, if hauling and/or disposing, with MCS-90 Endorsement</p>



COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
<p><b>General Liability</b></p>	<p>\$2,000,000 per Occurrence  \$4,000,000 Annual General Aggregate  (Per Location or Per Project preferred)  \$2,000,000 Personal &amp; Advertising Injury  \$4,000,000 Products/Completed Operations</p> <p><b>Projects over \$25,000,000 must be enrolled in UCIP.</b> For contractors enrolled in UCIP, certificates evidencing the following GL Limits are still required for their <u>off-site</u> operations only. UCIP provides the coverage for their <u>onsite</u> operations.</p> <p><b>If Contractor is Enrolled in UCIP:</b>  \$1,000,000 per Occurrence  \$2,000,000 Annual General Aggregate  \$1,000,000 Personal &amp; Advertising Injury  \$2,000,000 Products/Completed Operations</p> <p>Both sets of limits above may be adjusted upward, not to exceed \$10,000,000 in limits, depending on scope of work and contract size.</p> <p>\$(Limit as provided by Risk Management) Each Claim  \$(Limit as provided by Risk Management) Aggregate</p>	<p><b>FORM: Per Occurrence (2004 or later edition of ISO Form CG 0001, or its equivalent)</b></p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>Additional Insured ISO Forms acceptable*:  CG2010 (10/01) <b>and</b> CG2037 (10/01) <b>or</b>  CG2010 (07/04) <b>and</b> CG2037 (07/04) <b>or</b> their equivalents  *NOTE: If the earlier versions are not available, CG2010 (4/13) and CG2037 (4/13) can be accepted but only when the August 18, 2017 or later edition of the agreement is used.</li> <li>Waiver of Subrogation</li> <li>Primary &amp; Non-Contributory Clause</li> <li>Severability of Interest Clause</li> <li>Separation of Insureds</li> <li>No Cross Suits Exclusion</li> <li>General Aggregate limit to apply Per Location/Per Project</li> </ul>
<p><b>Professional (Errors &amp; Omissions) Liability</b></p>	<p>\$2,000,000 Each Claim  \$2,000,000 Annual Aggregate</p> <p>Limits may be adjusted upward in increments of \$1,000,000 or \$5,000,000 (not to exceed \$10,000,000 in limits), depending on scope of work and contract size.</p> <p>\$(Limit as provided by Risk Management) Each Claim  \$(Limit as provided by Risk Management) Aggregate</p>	<p><b>FORM:</b> Claims-Made</p> <p><b>TERM:</b> Extended Reporting Period/maintain policy for 10 years after project completion.</p> <p>For residential projects (for-sale or anticipated for future sale), Extended Reporting Period shall be 10 years after project completion.</p> <p><b>ENDORSEMENTS:</b></p> <ul style="list-style-type: none"> <li>UC as Indemnified Party for Vicarious Liability</li> </ul> <p><b>PROJECT POLICIES:</b> Requirements may be reconsidered if UC procures a project Professional Liability or Owner Protective Professional Indemnity (OPPI) policy.</p>

	COVERAGE TYPE	MINIMUM LIMITS	FORM & REQUIRED ENDORSEMENTS
	<b>Contractor's Pollution Liability</b>	\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate  <b>IF HAZ MAT REMEDIATION:</b> For work involving Sections 13280 Hazardous Materials Management-Asbestos, 13281 Hazardous Materials Management-Lead and 13282 Mold Clean-Up approved by Campus Asbestos/Lead Coordinator  <b>For projects \$10,000,000+, limits may be adjusted upward as follows (not to exceed \$25,000,000 in limits), depending on scope of work and contract size:</b>  \${Limit as provided by Risk Management} Each Claim \${Limit as provided by Risk Management} Aggregate	<b>FORM:</b> Occurrence (preferred), but Claims-Made acceptable and relatively easily obtained in the marketplace)  <b>TERM:</b> If Claims-Made, Extended Reporting Period/maintain policy for 10 years from completion of contracted services.  <b>ENDORSEMENTS:</b> <ul style="list-style-type: none"> <li>• Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> <li>• Severability of Interest Clause</li> <li>• Emergency Response Costs with 72 hour time frame</li> <li>• Crisis Management, Public Relations Management of Equivalent</li> </ul> <b>COVERAGES TO INCLUDE:</b> <ul style="list-style-type: none"> <li>• Transportation of Materials</li> <li>• Non-Owned Disposal Sites</li> <li>• MOLD where exposure may exist for interior work (especially residential and healthcare)</li> </ul> <b>PROJECT POLICIES:</b> Requirements may be waived if UC procures a project Contractor's Pollution Liability (CPL) policy.
	<b>Unmanned Aircraft System (UAS) Insurance</b>  <b>(if a Drone/UAV (UNMANNED AERIAL VEHICLE) will be used)</b>	\$1,000,000 per Occurrence \$1,000,000 Annual Aggregate	<b><u>PROJECTS OVER \$25,000,000 MUST BE ENROLLED IN UCIP.</u></b>  <b><u>FOR UCIP PROJECTS: IF DRONES/UAVs (UNMANNED AERIAL VEHICLES) WILL BE IN USE, THE FOLLOWING IS REQUIRED:</u></b> 1. A separate UAS (Unmanned Aircraft System) policy must be provided to include coverage for Bodily Injury (BI)/Property Damage (PD) Liability and Physical Damage to the UAV and support systems.  <b>FORM:</b> Per Occurrence  <b>TERM:</b> Shall maintain at all times, while services contemplated by this agreement are being completed.  <b>ENDORSEMENTS:</b> <ul style="list-style-type: none"> <li>• Blanket Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul> <b><u>FOR NON-UCIP PROJECTS: IF DRONES/UAVs (UNMANNED AERIAL VEHICLES) WILL BE IN USE, ONE OF THE FOLLOWING THREE OPTIONS IS REQUIRED:</u></b> 1. General Liability policy must be endorsed with UAV Liability Coverage. 2. Under the General Liability policy the "Aircraft" exclusion must be either A) deleted or B) exception to exclusion provided by the carrier. 3. A separate UAS (Unmanned Aircraft System) policy must be provided to include coverage for Bodily Injury (BI)/Property Damage (PD) Liability and Physical Damage to the UAV and support systems.  <b>FORM:</b> Per Occurrence  <b>TERM:</b> Shall maintain at all times, while services contemplated by this agreement are being completed.  <b>ENDORSEMENTS:</b> <ul style="list-style-type: none"> <li>• Blanket Additional Insured</li> <li>• Waiver of Subrogation</li> <li>• Primary &amp; Non-Contributory Clause</li> </ul>



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**and**  
**{TBD}**

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 {TBD} hereinafter called "Consultant," to furnish certain services upon the following terms and conditions:

**I. CONSULTANT SERVICES AND RESPONSIBILITIES**

A. Consultant shall furnish the following services:

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

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

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

3. **{NOTE: THIS PARAGRAPH USED ONLY IF APPLICABLE TO SCOPE; OTHERWISE MARKED "NOT USED"}** Perform inspection services as described, pursuant to Written Authorization.

B. **{NOTE: THIS PARAGRAPH USED ONLY IF CONSULTANT MAY ALSO ACT AS PROJECT'S DESIGN PROFESSIONAL; OTHERWISE MARKED "NOT USED"}** Consultant hereby represents to University that:

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

C. **{NOTE: THIS PARAGRAPH USED ONLY IF CONSULTANT MAY ALSO ACT AS PROJECT'S DESIGN PROFESSIONAL; OTHERWISE MARKED "NOT USED"}** If University requires Consultant's services as Design Professional for the Project, Consultant agrees to the following:

1. Consultant will not request any modifications to those terms and provisions to the EDPA and will execute the EDPA in the form in the Exhibits; and
2. Consultant will negotiate in good faith both a fee to perform the Basic Services and a rate schedule to perform Additional Services based on its then current rate structure consistent with its normal practice and consistent with University guidelines for fees and rates for similar projects.

## II. TERM

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

## III. GENERAL PROVISIONS

- A. Independent Contractor. Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of University.
- B. Consultant Hiring. Consultant shall not hire any officer or employee of University to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. Subconsultants. Consultant shall cooperate with other professionals employed by University in the production of other work related to its services. Subject to approval by University, Consultant shall contract for or employ, at its expense, such professional subconsultants as Consultant deems necessary for the completion of the services. Consultant may hire the

services of subconsultants with University approval in place of or in addition to those employed or retained by Consultant. 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 University and the professionals employed by Consultant under the terms and conditions of this Agreement. Consultant is solely responsible for payment of any subconsultants.

- D. Legal and Regulatory Compliance. Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.
- E. Copyright, Ownership and Use of Materials. Consultant hereby assigns to the University all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by Consultant in its performance under this Agreement and/or delivered to the University hereunder and shall execute any documents necessary to effectuate such assignment, with the exception that Consultant hereby grants to the University an irrevocable, fully-paid up, royalty-free license to use any document provided to the University including without limitation any document known as a "detail." Consultant warrants that it has the lawful right to grant the forgoing license to the University. In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's or entity's name. Materials constitute all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. All Materials furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the University retains the right to receive and use any such documents or materials. The foregoing provisions shall survive the term and termination of this Agreement.
- F. Consultant's Accounting Records. *Consultant's Accounting Records.* All books and records relating to this Agreement shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). University or University's authorized representative shall have access to and the right to audit and the right to copy all of Consultant's books and records. Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.
- G. Conflict of Interest. Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between 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 University. 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 Consultant.
- H. Successors and Assigns. If Consultant transacts business as an individual, upon Consultant's death or incapacitation, University will automatically terminate this Agreement

as of the date of such event. If so terminated, neither Consultant nor Consultant's estate shall have any further right to perform hereunder, and University shall pay Consultant or the estate the prorated unpaid compensation due under Article IV for any services rendered prior to this termination.

If there is more than one Consultant, and any one of them dies or becomes incapacitated, and the others continue to render the consulting services covered herein, University will make payments to those continuing as though there had been no death or incapacitation; 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 University and 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 Consultant without the prior written consent and approval of University.

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

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

#### IV. COMPENSATION

- A. Compensation payable by University under this Agreement shall not exceed \${TBD}.
- B. University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.
- C. University will compensate Consultant for the scope of services provided in accordance with this Agreement, computed as follows:
  - 1. For each Written Authorization, a maximum payment shall be established that shall not be exceeded without the prior written approval of University.
  - 2. All fees shall be in accordance with Consultant Rate Schedule contained in the Exhibits. Unless otherwise provided in Consultant Rate Schedule, rates shall not be changed except in accordance with Subparagraph VIII.A. Alternatively, a lump-sum fee may be negotiated.
  - 3. Payments to Consultant shall be made monthly, subsequent to University's receipt of an invoice itemizing the fees and reimbursable expenses for each Written Authorization for the month invoiced.
  - 4. Reimbursable expenses are actual expenditures made by Consultant and Consultant's employees and subconsultants in accordance with the Reimbursement Schedule contained in the Exhibits. Such reimbursable expenses will be paid in addition to the fees for services under this Agreement.

#### V. INDEMNIFICATION AND INSURANCE

##### A. INDEMNIFICATION

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

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

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

**B. INSURANCE**

1. Insurance Requirements. Consultant, at Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under subparagraph V.B shall not in any way limit the liability of Consultant.
  - a. Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

i.	Each Occurrence	{TBD}
ii.	Products Completed, Operations Aggregate	{TBD}
iii.	Personal and Advertising Injury	{TBD}
iv.	General Aggregate	{TBD}
  - b. Business Automobile Liability Insurance for owned, scheduled, nonowned, and hired automobiles, with a combined single limit of no less than \${TBD} per accident.
  - c. **{NOTE: PROFESSIONAL LIABILITY INSURANCE IS NOT REQUIRED FOR EVERY TYPE OF CONSULTING SERVICE}** Professional Liability Insurance with limits of \${TBD} per claim and \${TBD} in the aggregate.
  - d. If the above insurance (subparagraphs V.B.1.a – V.B.1.c) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion of the services authorized pursuant to each Written Authorization executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1.a-V.B.1.c shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

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

## **VI. STATUTORY AND OTHER REQUIREMENTS**

### **A. NONDISCRIMINATION**

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

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

**B. PREVAILING WAGE RATES**

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
2. Consultant shall comply and shall ensure that all subcontractors 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.
3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the Written Authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Consultant in the execution of the Covered Services hereunder. Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all



subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. Consultant shall forfeit to University, as a penalty, not more than \$200 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from Consultant fee. Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS

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

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Consultant bears responsibility for compliance with this section for all apprenticeable occupations.
2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
3. When Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the Written Authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.
4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
5. If Consultant or subcontractors or subconsultants employ journeypersons or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the Written Authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeypersons or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.

6. In the event Consultant willfully fails to comply with this subparagraph VI.D, it will be considered in violation of the requirements of the Agreement.
7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Consultant or subcontractors or subconsultants of journey person trainees who may receive on-the-job training to enable them to achieve journey person status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

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

F. PATIENT HEALTH INFORMATION

1. Consultant acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Consultant shall immediately notify University's 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 University's 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's Representative within five (5) days after Consultant gives University's Representative notice of the event/action of the steps taken to prevent future occurrences.

VII. NOTICES

- A. University. Any notice may be served upon University by delivering it, in writing, to 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 University at the aforementioned address, or by sending a facsimile of it to University facsimile number set forth on the last page of this Agreement.
- B. Consultant. Any notice may be served upon Consultant by delivering it, in writing, to 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 Consultant at this address, or by sending a facsimile of it to Consultant facsimile number set forth on the last page of this Agreement.

**VIII. AUTHORITY OF AGREEMENT**

A. This Agreement represents the entire and integrated agreement between University and 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 University and Consultant and the written instrument shall be an Amendment on the form contained in the Exhibits.

B. This Agreement includes the following Exhibits attached herewith:

- Exhibit A: Written Authorization to Perform Services
- Exhibit B: Consultant Rate Schedule
- Exhibit C: Reimbursement Schedule
- Exhibit D: Certificate of Insurance
- Exhibit E: Amendment
- Exhibit F: Not Used
- Exhibit G: Not Used

**{ NOTE: EXHIBIT H USED ONLY IF CONSULTANT MAY ALSO ACT AS PROJECT'S DESIGN PROFESSIONAL; OTHERWISE MARKED "NOT USED" }**

- Exhibit H: Executive Design Professional Agreement
- Exhibit SC: Self-Certification
- Exhibit FD: Final Distribution of Contract Dollars

IN WITNESS WHEREOF, UNIVERSITY and CONSULTANT have executed this Agreement on the date(s) set forth below.

CONSULTANT

{TBD}

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

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

By: \_\_\_\_\_  
(Signature)

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

CONSULTANT ADDRESS:

CONSULTANT TELEPHONE NUMBER:

CONSULTANT FACSIMILE NUMBER:

CONSULTANT TAX I.D. NUMBER:

UNIVERSITY:

THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

By: \_\_\_\_\_  
(Signature)

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

UNIVERSITY ADDRESS:

UNIVERSITY FACSIMILE NUMBER:

UNIVERSITY PROJECT MANAGER:

**EXHIBIT A**

**- SAMPLE -**

**AUTHORIZATION NUMBER TO PERFORM SERVICES**

for the  
PROFESSIONAL SERVICES AGREEMENT  
between  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and  
{TBD}  
made on the **{PSA Execution Date}**

(Note: Order Period is from {TBD} through {TBD}.)

Project Name: <Internal Project Name>  
Project Number: <Internal\_Project\_Number>

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

{Brief\_Project\_Description}

II. **{UCLA: USE THE FOLLOWING ¶ II FOR FIXED FEE ONLY & DELETE ALL REMAINING ¶ IIs}**

NEGOTIATED FIXED FEE SHALL BE: **#{UCLA: FILL IN}**

II. **{UCLA: FOR FEMA AUTHS, USE THE FOLLOWING ¶ II FOR TIME & MATERIALS ONLY, & DELETE ALL REMAINING ¶ IIs}** COMPENSATION SHALL BE MADE IN ACCORDANCE WITH CONSULTANT DIRECT PAYROLL COST RATE SCHEDULE IN THIS AGREEMENT, (SEE EXHIBIT B)

A. FIXED PROFIT FEE SHALL NOT EXCEED: **#{UCLA: FILL IN}**

B. TOTAL COMPENSATION (INCLUDING THE FIXED PROFIT FEE REFERENCED ABOVE) SHALL NOT EXCEED: **#{UCLA: FILL IN}**

II. **{UCLA: FOR NON-FEMA AUTHS, USE THE FOLLOWING ¶ II FOR TIME & MATERIALS ONLY, & DELETE ALL REMAINING ALTERNATE ¶ IIs}** COMPENSATION SHALL BE MADE IN ACCORDANCE WITH CONSULTANT RATE SCHEDULE IN THIS AGREEMENT, (SEE EXHIBIT B), AND SHALL NOT EXCEED: **#{UCLA: FILL IN}**

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

**{OPTIONAL: INSERT THE FOLLOWING ITEM IV ONLY IF AUTHORIZATION IS FOR SERVICES TO BE PERFORMED DURING DESIGN OR PRECONSTRUCTION OF AN IDENTIFIED PROJECT.}**

IV. LOCALITY FOR PERFORMANCE OF WORK

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

SAMPLE ONLY

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

Consultant: {TBD}

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

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

By: \_\_\_\_\_  
(Signature)

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

CONSULTANT ADDRESS:

CONSULTANT TELEPHONE NUMBER:

CONSULTANT FACSIMILE NUMBER:

UNIVERSITY:

THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

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

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

By: \_\_\_\_\_  
(Signature)

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

UNIVERSITY ADDRESS:

UNIVERSITY FACSIMILE NUMBER:

UNIVERSITY PROJECT MANAGER:



**EXHIBIT B**  
**CONSULTANT RATE SCHEDULE**  
for the  
**PROFESSIONAL SERVICES AGREEMENT**  
(Dated from {TBD} through {TBD})  
between  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
and  
{TBD}

TBD

**{ONE OF THE FOLLOWING MAY BE INCLUDED:}**

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

**{OR}**

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

**EXHIBIT C**  
**REIMBURSEMENT SCHEDULE**  
for the  
**PROFESSIONAL SERVICES AGREEMENT**  
(Dated from {TBD} through {TBD})  
between  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
and  
{TBD}

Consultant will be reimbursed actual expenditures (up to the maximum limit) in accordance with the following reimbursement schedule only when said expenditures are authorized in writing in advance by University, and only when paid invoices, receipts or other proof of payment is submitted:

TRANSPORTATION RELATED EXPENSES:

Item	Description	Maximum Limit
Mileage	Non-rented car	Current Rate*
Per diem	Daily meal and incidental expenses (for periods in excess of 24 hours)	\$62.00**
Air Fare	Refundable ticket, coach, roundtrip	As approved in advance by University
Rental car	Rented car	As approved in advance by University
Hotel	Lodging expenses must be supported by original itemized receipts, regardless of the amounts incurred, and must be reasonable for the locality of travel. The traveler must be at least forty miles from the headquarter location or home, whichever is closer, to be reimbursed for an overnight stay.	

- \* The mileage reimbursement rate is the standard rate for automobiles published by University in Business & Finance Bulletin G-28, "Policy and Regulations Governing Travel," as may be adjusted from time to time by University. Said rate is currently 53.5 cents/mile.
- \*\* For travel of less than 24 hours, Meals and Incidental Expenses ("M&IE") shall not be reimbursed unless the travel includes an "overnight stay" as supported by a lodging receipt. For domestic travel, reimbursement is limited to the actual cost of lodging. Actual M&IE shall be reimbursed up to a maximum of \$62.00 for the entire trip. An exception to the overnight stay requirement may be allowed when the traveler incurs a meal expense as part of a business meeting and must be substantiated as specified in advance by University.

Transportation, lodging, per diem and related expenses for travel between the Consultant's offices and travel between offices of Consultant and offices of its subconsultants are not reimbursable. Transportation expenses shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of University. These expenses shall not be compensable unless authorized, in writing, in advance by University and subject to the following condition(s):

Transportation, lodging, and living expenses shall be reimbursable only while traveling outside the greater Los Angeles area.

REPRODUCTION, POSTAGE, AND MISCELLANEOUS EXPENSES:

Expenses for printing, reproductions, postage, handling and delivery for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by Consultant and the its subconsultants and postage and delivery for transmittals between Consultant's offices or between Consultant and its subconsultants.



# CERTIFICATE OF LIABILITY INSURANCE

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

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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

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

**Special Provisions:**

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

**CERTIFICATE HOLDER: The Regents of the University of California**

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

**AMENDMENT**

for the  
PROFESSIONAL SERVICES AGREEMENT  
(Dated from {TBD} through {TBD})  
between  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
and  
{TBD}

Amendment Number {#}

The Agreement between the Regents of the University of California and {TBD}, dated {TBD}, to act as a Consultant to the University of California, Los Angeles, is hereby amended as follows:

**{INSERT MODIFICATIONS TO THIS AGREEMENT. FOR EXAMPLE, THE TERM OF THE AGREEMENT MAY BE EXTENDED.**

**EXAMPLES:**

1. The term of this Agreement is extended to {Month} {Day}, {Year}.
2. Compensation payable by University under this Agreement, including any Amendments, shall not exceed \${AMOUNT IN FIGURES}.
3. Consultant Rate Schedule Exhibit is replaced with the revised Consultant Rate Schedule dated {INSERT DATE} and attached herewith.
4. The following provision is added to this Agreement:  
{\_\_\_\_\_}.

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

IN WITNESS WHEREOF, University and Consultant have executed this Amendment on the  
{\_\_\_\_\_}.

**EXHIBIT SC  
SELF-CERTIFICATION**

for the  
**PROFESSIONAL SERVICES AGREEMENT**  
(Dated from {TBD} through {TBD})  
between  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
and  
{TBD}

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

OR

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

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

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

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

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

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

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

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

INFORMATION FURNISHED BY:

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

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

a

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

By:

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

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

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

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

#### PRIVACY NOTICE

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

- The University of California, Los Angeles, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Coordinator at the University of California, Los Angeles, is responsible for maintaining the requested information. The contact information for the Small Business Coordinators 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 Coordinator(s).

**EXHIBIT FD  
FINAL DISTRIBUTION OF CONTRACT DOLLARS**  
Sheet No.  1  of  1

Provide the following information for each contracting party including the Consultant and each subconsultant regardless of tier.\* Attach additional sheets if necessary.

1 Full Name of Business	2 Street Address, City, State and ZIP	3 Telephone No./ Fax No	4 Contact Name	5 Business Categories					6 Contract Dollars	
				SBE*	DBE*	WBE*	DVBE*	N/A	Amount (\$)	Percent (%)
(Consultant)										0%
(Sub1)										0%
(Sub2)										0%
(Sub3)										0%
										0%
										0%
										0%
										0%
										0%
										0%
										0%
<b>Total Contract Amount = \$ _____</b>				<b>Column 6 – Business Categories</b>					<b>SUBTOTALS</b>	
				SBE = Small Business Enterprise					\$	
				DBE = Disadvantaged Business Enterprise					\$	
				WBE = Women Business Enterprise					\$	
				DVBE = Disabled Veteran Business Enterprise					\$	

\*Regardless of tier, a completed Self-Certification must have been submitted for each SBE, DBE, WBE, DVBE indicated on this Exhibit.

