

Solicitation 062509

UCLA- Commissioning Services

State of California

Bid 062509

UCLA- Commissioning Services

Bid Number 062509
Bid Title UCLA- Commissioning Services

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Bid End Date Jul 9, 2009 2:00:00 PM PDT
Question & Answer End Date Jul 9, 2009 2:00:00 PM PDT

Bid Contact Carol Esser
cesser@capnet.ucla.edu

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The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

UCLA requests a written response to this Request for Qualifications (RFQ) for the purpose of selecting a Commissioning Agent to provide commissioning services for various scales of projects for new or existing buildings and locations on campus. A specific list of projects is not yet developed. The selected consultant will perform work under a Professional Services Agreement (PSA) with the University, with authorizations for specific assignments from Capital Programs, Facilities Management, and Business and Administrative Services executed as necessary over the term of the agreement, which may be up to three years. The scope of services will vary according to the specific requirements of each assigned task, with appropriate fees negotiated in accordance with UCLA policy at the time of each authorization. Aggregate fees are anticipated in the range of \$500,000 to \$1,000,000 over the term of the PSA. However, the selection of any consultant for this project does not guarantee that fees of that value will be expended.

Familiarity with a full range of project types undertaken by UCLA (including new construction, renovations, health care, housing, classrooms, laboratories, dining facilities and many other project types) is critical; previous experience in public university settings is preferred.

Consultants who submitted to UCLA in the February 2009 RFQ for Pauley Pavilion Renovation and Expansion project number 948272.01 / Northwest Campus Student Housing Infill Project Number 948375.02 may elect not to resubmit binders, but must submit a letter stating an interest in participating in this RFQ and that the submitted material has not significantly changed.

The complete request for qualification (RFQ) packet will be available at www.capital.ucla.edu/rfq.html starting, Thursday, June 25, 2009. Consultant submittals must be received by 2:00 p. m. on Thursday, July 9, 2009. A short list will be determined by a screening committee; further steps in the selection process will be at the discretion of the selection committee.

Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University. The selected consulting firm will be required to show evidence of their Equal Employment Opportunity policy.

University of California, Los Angeles

CAPITAL PROGRAMS
Capital Programs Building, Room 128-S
1060 Veteran Avenue
Los Angeles, CA 90095-1365

EQUAL EMPLOYMENT OPPORTUNITY M/F

**REQUEST FOR QUALIFICATIONS
FOR
COMMISSIONING SERVICES**

**UNIVERSITY OF CALIFORNIA
LOS ANGELES**

June, 2009

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I. ADVERTISEMENT FOR COMMISSIONING SERVICES

UCLA requests a written response to the Request for Qualifications (RFQ) for consideration in selecting a Consultant to provide LEED® project commissioning services for various non-specific UCLA projects.

UCLA requests a written response to this Request for Qualifications (RFQ) for the purpose of selecting a Commissioning Agent to provide commissioning services for various scales of projects for new or existing buildings and locations on campus. A specific list of projects is not yet developed. The selected consultant will perform work under a Professional Services Agreement (PSA) with the University, with authorizations for specific assignments from Capital Programs, Facilities Management, and Business and Administrative Services executed as necessary over the term of the agreement, which may be up to three years. The scope of services will vary according to the specific requirements of each assigned task, with appropriate fees negotiated in accordance with UCLA policy at the time of each authorization. Aggregate fees are anticipated in the range of \$500,000 to \$1,000,000 over the term of the PSA. However, the selection of any consultant for this project does not guarantee that fees of that value will be expended.

Familiarity with a full range of project types undertaken by UCLA (including new construction, renovations, health care, housing, classrooms, laboratories, dining facilities and many other project types) is critical; previous experience in public university settings is preferred.

Consultants who submitted to UCLA in the February 2009 RFQ for Pauley Pavilion Renovation and Expansion project number 948272.01 / Northwest Campus Student Housing Infill Project Number 948375.02 may elect not to resubmit binders, but must submit a letter stating an interest in participating in this RFQ and that the submitted material has not significantly changed.

The complete request for qualification (RFQ) packet will be available at www.capital.ucla.edu/rfq.html starting, **Thursday, June 25, 2009**. Consultant submittals must be received by **2:00 p. m. on Thursday, July 9, 2009**. A short list will be determined by a screening committee; further steps in the selection process will be at the discretion of the selection committee.

Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University. The selected consulting firm will be required to show evidence of their Equal Employment Opportunity policy.

**University of California, Los Angeles
CAPITAL PROGRAMS
Capital Programs Building, Room 128-S
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EQUAL EMPLOYMENT OPPORTUNITY M/F

II. PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT DESCRIPTION

The University of California, Los Angeles seeks commissioning services for various projects in pre-design, design-phase through construction phase. The services will be required as projects come up; no specific schedule is determined at the present time. The scope of the projects these services will address will vary greatly in terms of size, cost, project type, and available information. Program and building types may also vary greatly and include new construction, renovations, healthcare, housing, classrooms, laboratories, dining facilities and many others. The extent of the services required is not set; each assignment involving commissioning services will be requested and authorized separately under a Professional Services Agreement (PSA) negotiated with the University.

The PSA may have a duration of three years. Authorizations executed under the PSA will have varying durations, according to the needs of each study or project.

B. PROJECT COMMISSIONING REQUIREMENTS

The Owner is committed to commissioning each facility to ensure that all systems are complete and functioning properly upon occupancy and that facility staff has adequate system documentation and training. Commissioning is intended to systematically document that specified components and systems have been installed and started up properly, and then functionally tested to verify and document proper operation through all modes and conditions. In addition, owner-personnel training will be verified and final project operations and maintenance (O&M) documents will be reviewed for completeness.

The following is an overview of the commissioning process which the Owner may implement to the extent appropriate on each project. As the projects progress there will be changes and improvements to this process.

Commissioning Process During Design

1. A design phase commissioning plan is developed by the Commissioning Authority (CA).
2. The CA performs a focused review of design development.
3. The CA develops the draft commissioning plan for the construction phase.
4. The CA develops commissioning specifications for the construction documents, with review by the design team, for inclusion in the construction specifications.
5. The CA performs a design review at 50% and 95% completion of the construction drawings and specifications.

6. The CA updates the original draft of the commissioning plan for the construction phase.

Commissioning Process During Construction and Warranty

1. A commissioning plan is developed by the Commissioning Authority.
2. A scoping meeting is conducted by the CA where the commissioning process is reviewed with the commissioning team members.
3. Additional meetings will be required throughout construction, scheduled by the CA with necessary parties attending, to plan, scope, coordinate, and schedule future activities and resolve problems.
4. Equipment documentation is submitted to the CA during normal submittals, including detailed start-up procedures.
5. The CA coordinates the development of start-up plans and start-up documentation formats, including prefunctional checklists to be completed during the startup process.
6. In general, the checkout and performance verification proceeds from simple to complex; from component level to equipment to systems and intersystem levels with prefunctional checklists being completed before functional testing.
7. The CA documents that the checklists and startup were completed according to the approved plans. This may include the CA witnessing startup of selected equipment.
8. The CA develops specific equipment and system functional performance test procedures and execution of these procedures is documented by the CA. Items of non-compliance are corrected and the system retested.
9. The CA reviews the O&M documentation for completeness.
10. Commissioning is completed before Substantial Completion.
11. The CA reviews, pre-approves and coordinates the training provided by the Subs and verifies that it was completed.
12. Deferred and seasonal testing and performance evaluation is conducted, as specified or required.

C. REGULATORY REQUIREMENTS

The design and construction of University building projects are required to conform to all applicable Federal, State and Local regulations including, but not limited to, the California Code of Regulations and the Americans with Disabilities Act.

D. CONTRACT REQUIREMENTS

1. All consulting services to be provided by the selected commissioning consultant shall be in accordance with the following Standard University Contract Document approved by the General Counsel to The Regents (Attachment D):

University Standard Form of Professional Services Agreement (PSA)

2. University will give preference in the selection process to consultants having a state license for architecture, engineering, construction or other profession or discipline related to facility commissioning.
3. University requires evidence of insurance coverage: general liability, automobile liability, and worker's compensation. If Consultant does not currently have coverage in accordance with University requirements, listed below, documentation shall be submitted indicating that such coverage will be in place prior to execution of the Consultant Agreement.

Capital Programs Insurance Limits for Commissioning Services

General Liability	
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
Business Auto Liability – Each Accident – Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000
Workers Comp & Employers Liability	As required by Federal & State of Calif. Law
Professional Liability for Pre-Design work	Work done under PSA
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

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

E. SCHEDULE FOR SELECTION OF CONSULTANTS

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

1. UCLA begins issuance of RFQ packets on **June 25, 2009**.
2. Candidate firms submit response to RFQ to UCLA no later than **July 9, 2009, at 2:00 p. m.**

F. PROCESS FOR SELECTION OF CONSULTANTS

In accordance with established UCLA procedures, a screening committee will review all submittals in response to the RFQ and determine a short list of firms to refer to the selection committee. The selection committee will determine further selection procedures, which may include interviews at a time to be determined.

III. REQUEST FOR QUALIFICATIONS (RFQ) SUBMITTAL REQUIREMENTS

To be considered, candidate firms shall comply with the following instructions.

A. FORMAT

1. Submittal materials shall be bound and in 8 ½ "x 11" format, preferably in portrait orientation. Materials may be bound in 3-ring binders or comb binders, and submitted in four (4) copies. Clearly label submittals with the UCLA project name and project number.
2. A table of contents shall be included.
3. Dividers with tabs shall be provided to separate and identify each Submittal Requirement described below. The tabs shall be numbered to correspond to each requirement.
4. On the submittal cover include the title "Qualifications for Commissioning Services, the date (June, 2009), and identify the firm submitting the response (with contact information provided either on the cover, or letter of interest, or both). Consultants who submitted to UCLA in the February 2009 RFQ for Pauley Pavilion Renovation and Expansion project number 948272.01 / Northwest Campus Student Housing Infill Project Number 948375.02 may elect not to resubmit binders, but must submit a letter stating an interest in participating in this RFQ and that the submitted material has not significantly changed.

B. SUBMITTAL REQUIREMENTS

RFQ submittals shall contain the following response items. *All response items shall focus on LEED commissioning and not other services offered by the firm.*

1. LETTER OF INTEREST

Provide a brief letter that expresses the candidate firm's interest in the project and summarizes the firm's capabilities for providing the requested LEED commissioning services.

2. CANDIDATE FIRM QUALIFICATIONS

- a. Complete and submit a Statement of Qualifications (SOQ) form (Attachment B).
- b. Submit other relevant information as desired, such as the firm's promotional brochure for commissioning or a discussion of recent relevant work.

3. PROJECT PERSONNEL

- a. Provide the names and titles of principal officers of the firm to be responsible for the project.
- b. Provide the names and titles of key staff members who will be assigned to the project or who will otherwise play a major role in the project. Briefly describe each individual's role. Include both field and supervisory personnel.
- c. Field personnel shall have at least three years experience in LEED commissioning. Supervisory personnel shall have at least five years experience in LEED commissioning. Provide related statement or documentation of experience.

4. PROJECT TEAM ORGANIZATION

Provide an organizational chart indicating the relationships among all personnel to have responsibilities related to the project. Indicate on the chart the personnel names and roles.

5. RESUMES

Submit a resume for each key staff member identified in B.3.b above. Include specialty certifications and relevant experience with similar LEED commissioning projects, and describe the role or duties performed on each project. Provide the approximate construction value and construction completion date on referenced projects.

Confirm current technical knowledge and extensive recent hands-on field experience equal to that of a Professional Engineer regarding:

- a. Building System Commissioning including design, review, construction observation, system testing, and post-occupancy evaluations
- b. Building system performance and interaction with a focus on the building automation control systems

- c. Common installation, maintenance and operational pitfalls for the commissioned systems
- d. The building design and construction process
- e. Experience troubleshooting commissioned systems
- f. Provider for at least 3 other commissioning projects of a similar nature
- g. Experience in related fields, such as design, construction and building operations
- h. Good written, verbal, conflict resolution and organizational skills

7. CLAIMS HISTORY

Provide an accurate summary of any claims initiated against your firm in the past five (5) years and any currently pending claims.

8. CERTIFICATE OF INSURANCE

The candidate firm shall submit a Certificate of Insurance (photocopy) indicating the firm's present coverage.

9. LETTER OF ACCEPTANCE OF UNIVERSITY DOCUMENTS

- a. The candidate firm shall carefully review the Standard University Contract Documents listed in Paragraph II.D.1 and included in the Attachments.
- b. A letter prepared on the firm's letterhead shall state acceptance of these Standard University Contract Documents as written. Consultant shall assume that terms bearing on the firm's potential liability (e.g. insurance and indemnity provisions) will not be altered. University reserves the right to modify these documents prior to execution.

Note: The following item is optional for inclusion in the RFQ response. The selected firm must submit this item prior to execution of the Consultant Agreement.

10. 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 2.

All inquiries regarding Submittal Requirements shall be directed only to:

Carol Esser
UCLA Capital Programs
1060 Veteran Avenue
Los Angeles, CA 90095-1365
Tel: 310-206-3128

C. SUBMITTING DOCUMENTS

1. No later than the date and time indicated in the Advertisement for Commissioning Services, deliver RFQ submittal documents by messenger, delivery service or equivalent to:

Capital Programs
University of California, Los Angeles
Capital Programs Building, 2nd Floor
1060 Veteran Avenue
Los Angeles, CA 90095-1365

Attention: Carol Esser

2. Do not send by US Mail.
3. Submittals received by Capital Programs after the deadline (**July 9, 2009 at 2:00 p.m.**) will not be considered valid responses and will not be evaluated by the University. Submittals received by the deadline become the property of the University and will not be returned. The University reserves the right to reject any or all responses.

ATTACHMENT A**SELECTION CRITERIA**

(not weighted equally by University)

1. Competence and Relevant Experience

- a. Firm's demonstrated competence in successfully commissioning comparable facilities
- b. Availability of qualified personnel proposed for project

2. Documented Experience and Qualifications

- a. Number and type of comparable commissioned projects (SOQ)
- b. References confirming firm's stated project experience (SOQ)
- c. Project personnel education, experience and qualifications (resumes)

3. Compliance with Contract Requirements**4. Proximity of Firm's Office to Project Site****5. Other RFQ Response Requirements**

ATTACHMENT B**UNIVERSITY OF CALIFORNIA**
STATEMENT OF QUALIFICATIONS

1. **Firm's Name:**_____
2. **Business Address:**_____
3. **Year Firm Established:** _____ **Telephone:**_____
- Fax:**_____
4. **Type of Organization** (check one):
 a. Individual ____ b. Partnership ____ c. Corporation ____ d. Joint Venture ____
5. **Principals and Associates** (check P or A for each):

Name	P	A	Degree or Certificate	Institution
a. _____				
b. _____				
c. _____				
d. _____				
6. **Average staff employed in home office** (past five years):

a. Architects	_____	e. Construction Contractors	_____
b. MEP Engineers	_____	f. CADD Technicians	_____
c. Construction Managers	_____	g. Administrative Staff	_____
d. Construction Administrators	_____	h. Other	_____
7. **List a minimum of 3 comparable projects for which LEED commissioning services were provided in the past 5 years:**

Project	Owner	Year	Building Cost
a. _____			
b. _____			
c. _____			
d. _____			
e. _____			
8. **References for above projects (name, title and telephone):**
 a. _____
 b. _____
 c. _____
 d. _____
 e. _____

9. **Where do you normally look for information about proposed University projects? (Optional)**

Signed: _____

Date: _____

Please submit with this form any information you wish to consider, such as your firm's brochure or a discussion of your recent work.

Privacy Notification

The State of California Information Practices Act of 1977 requires the University to provide the following information to individuals who are asked to supply information about themselves:

The principal purpose for requesting the information on this form is for use in the selection process for design professionals commissioned by the University. University policy authorizes maintenance of this information.

Furnishing all information requested on this form is mandatory; failure to provide such information will delay or prevent completion of the action for which the form is being filled out.

Individuals have the right to access this record as it pertains to themselves.

ATTACHMENT C**SELF-CERTIFICATION FORM – PROFESSIONAL CONSULTANT**

The University must receive this form prior to signing the Professional Services Agreement.

Initial the Business Categories that Apply:

- _____ 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 may be found in the Federal Acquisition Regulations, Section 19.102. The University may rely on written representatives by the vendors regarding their status.)
- _____ Disadvantaged Business Enterprise (DBE) – a business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which 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 control and operate it. “Control” in this context means exercising the power to make policy decisions. “Operate” in this context means being actively involved in the day-to-day management.
- _____ Disabled Veteran Business Enterprise (DVBE) – a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A Disabled Veteran is a veteran of the military, naval or air service of the United States with a service connected disability who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veteran Administration to be 10% or more disabled as a result of service in the armed forces.
- _____ None of the above.

PRIVACY NOTIFICATIONS

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 information about themselves.

The principal purpose for requesting the information on this form is for reporting purposes in accordance with state law and University policy.

Furnishing all information requested on this form is mandatory – failure to provide all requested information may render your bid non-responsive.

The official responsible for maintaining the information contained in this form is the contracts Administrator.

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, woman, disabled veteran, small and disadvantaged, and small and woman-owned 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 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

Title

Signature

Date

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 TBD, as required and authorized by University. Under this Agreement, Consultant may perform design services up to and including Schematic Design but in no event does this Agreement authorize the preparation of construction documents.

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. Not Used.

B. Not Used.

C. Not Used.

II. TERM

- A. Order Period. The period of time for issuance of written Authorizations to Perform Services (hereinafter "Order Period") shall be from 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,

University of California, Los Angeles

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.B.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 of California, Los Angeles

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. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. 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

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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 any information provided by University and marked "Confidential Information," or 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. 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. 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. Is obtained lawfully from a third party.

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, "Indemnatee"), against all liability, demands, claims, costs, damages, injury

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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. 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

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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 4 on the Certificate of Insurance Exhibit.
 - 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. The General Liability Insurance policy and the Business Automobile Liability Insurance policy shall name The Regents of the University of California as an Additional Insured. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage.
 - iv. All 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 Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code),

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marital status, or citizenship (within the limits imposed by law or by The Regents' policy), because of habit, local custom or otherwise. Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The Regents' policy). 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.

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 Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code. 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 \$50 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

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the actual per diem wages paid to each journeyperson, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
 - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.
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, \$25 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.
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

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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 journeyperson trainees who may receive on-the-job training to enable them to achieve journeyperson status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

1. Consultant shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Consultant shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of this Agreement by Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this subparagraph or in violation of the provisions of any law of the State of California.

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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.

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 |
| Exhibit H: | Not Used |
| Exhibit SC: | Self-Certification |
| Exhibit FD: | Final Distribution of Contract Dollar's |

University of California, Los Angeles

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

CONSULTANT

(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: 1060 Veteran Avenue
Los Angeles, CA 90095-1395

UNIVERSITY FACSIMILE NUMBER: 310-206-4247

UNIVERSITY PROJECT MANAGER:

University of California, Los Angeles

Order No. **{FILL IN}****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.)

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 WITHCONSULTANT 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.}**

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{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.

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

Consultant:

(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:

University of California, Los Angeles

EXHIBIT B
CONSULTANT RATE SCHEDULE
for the
PROFESSIONAL SERVICES AGREEMENT
(Dated from 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)
 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)	\$64.00**
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 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 TBD 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 \$64.00 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.

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EXHIBIT E
AMENDMENT
for the
PROFESSIONAL SERVICES AGREEMENT
(Dated from TBD)
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
TBD

Amendment Number {#}

The Agreement between the Regents of the University of California and , 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
{_____}.

University of California, Los Angeles

EXHIBIT SC
SELF-CERTIFICATION
 for the
PROFESSIONAL SERVICES AGREEMENT
 (Dated from TBD)
 between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
 and
TBD

For each SBE, DBE, WBE, and/or DVBE, 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 www.sba.gov/size. The University may rely on written representation by the vendors regarding their status.) Annual average receipts, computed from the gross receipts for the last 3 fiscal years, do not exceed the amount listed in the MAXIMUM RECEIPTS TABLE below. The average annual receipt is computed by taking the sum of the gross receipts of the prior 3 fiscal years and dividing by 3.

MAXIMUM RECEIPTS TABLE

Construction Services (by Contractor's AVERAGE ANNUAL RECEIPTS (Preceding 3 Years)
 License Classification):

Class "A" - General Engineering	\$28,500,000
Class "B" - General Building	\$28,500,000
Class "C" - Specialty	\$12,000,000
Architectural & Engineering Services	\$4,000,000 (except landscape architectural services)
Landscape Architectural Services	\$6,000,000
Other services	For appropriate amount, see www.sba.gov/size

(Initial, if applicable)

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

(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)

_____ **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.

University of California, Los Angeles

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)

(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.

- I. The University of California, Los Angeles is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- II. 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/matmgt/sbdir.html>
- III. The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- IV. Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- V. 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.
- VI. The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- VII. The individual may access information contained in this form and related forms by contacting the Small Business Coordinator(s)

The individual may access information contained in this form and related forms by contacting the Small Business Coordinator(s).

University of California, Los Angeles

EXHIBIT FD FINAL DISTRIBUTION OF CONTRACT DOLLARS

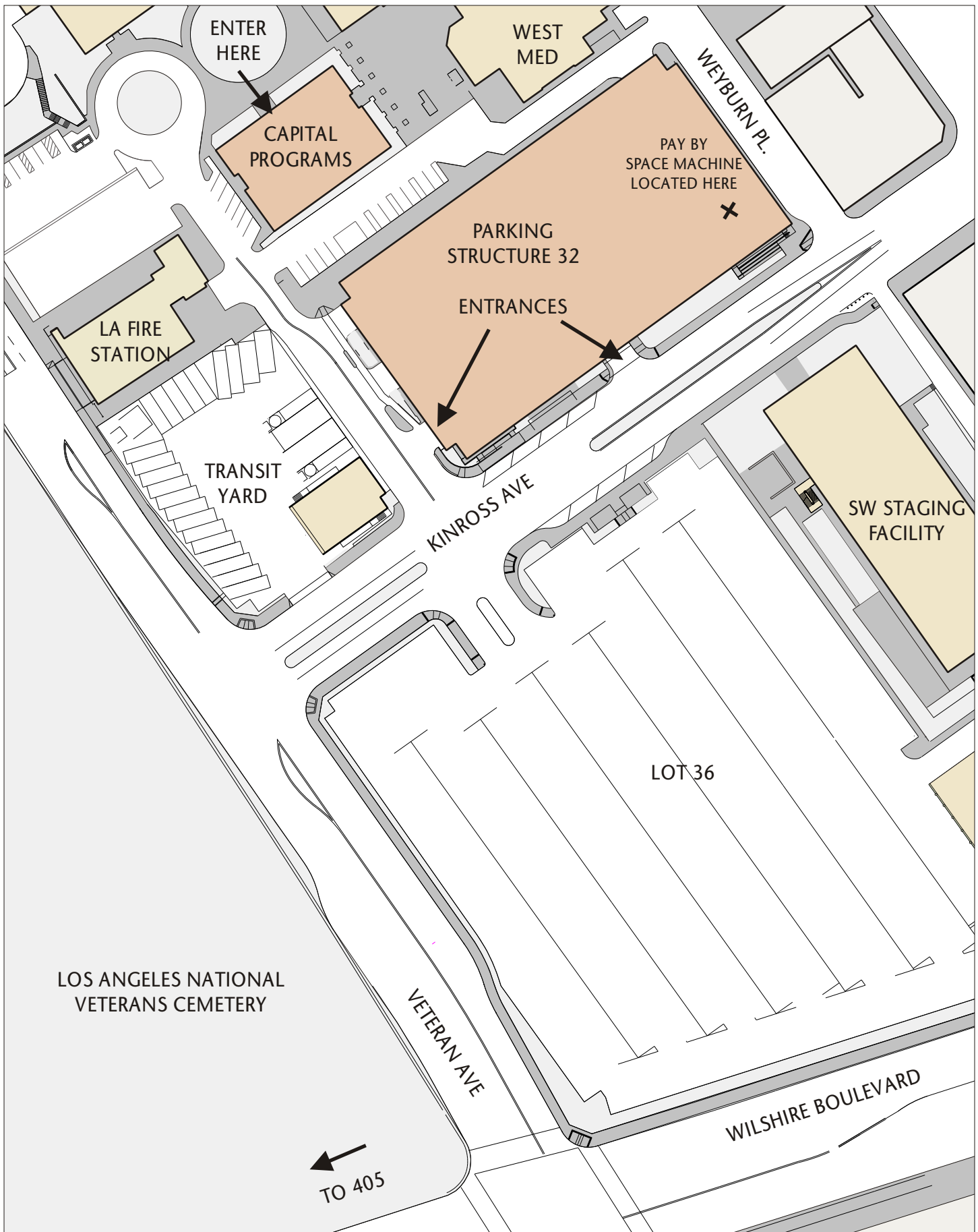
Sheet No. 1 of 1

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%
Total Contract Amount = \$ _____				Column 6 – Business Categories					SUBTOTALS	
				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.

University of California, Los Angeles



UCLA Capital Programs
Directional Map



Southwest Campus
Plan

Question and Answers for Bid #062509 - UCLA- Commissioning Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 9, 2009 2:00:00 PM PDT