

REQUEST FOR QUALIFICATIONS

FOR EXECUTIVE ARCHITECT

FOR THE

**Wilshire Center
Exterior Repair and Refurbishment**

Project Number 943930.01

UNIVERSITY OF CALIFORNIA, LOS ANGELES

July 2009

TABLE OF CONTENTS

- I. ADVERTISEMENT FOR EXECUTIVE ARCHITECT
- II. PROJECT INFORMATION AND REQUIREMENTS
 - A. PROJECT INFORMATION
 - B. ROLE OF EXECUTIVE ARCHITECT
 - C. CODE REQUIREMENTS
 - D. AGREEMENT AND CONTRACT REQUIREMENTS
 - E. SCHEDULE FOR SELECTION PROCESS
- III. RESPONDING TO THIS REQUEST FOR QUALIFICATIONS
 - A. FORMAT
 - B. COPIES
 - C. RESPONSE ITEMS
 - D. SELECTION SCHEDULE
 - E. SELECTION OF EXECUTIVE ARCHITECT
 - F. DELIVERING RFQ RESPONSES TO UCLA CAPITAL PROGRAMS

ATTACHMENTS (May be recopied as necessary for submittal)

ATTACHMENT A	SELECTION CRITERIA
ATTACHMENT B	STATEMENT OF QUALIFICATIONS (2 pages)
ATTACHMENT C	PROJECT REPORT ON EQUAL OPPORTUNITY IN THE SELECTION OF DESIGN PROFESSIONALS (for information only)
ATTACHMENT D	UNIVERSITY OF CALIFORNIA, LOS ANGELES BUSINESS INFORMATION FORM (3 pages)
ATTACHMENT E	UNIVERSITY STANDARD FORM OF EXECUTIVE DESIGN PROFESSIONAL AGREEMENT (EDPA) (with Exhibit C Supplemental Requirements)
ATTACHMENT F	EXECUTIVE DESIGN PROFESSIONAL / FEE GUIDELINE
ATTACHMENT G	CAPITAL PROGRAMS BUILDING AND SITE MAP LOCATION

I. ADVERTISEMENT FOR EXECUTIVE ARCHITECT

UCLA requests a written response to this Request for Qualifications (RFQ) for the purpose of selecting an Executive Architect for the Wilshire Center Exterior Repair and Refurbishment project (UCLA Project #943930.01). Final selection and appointment of the Executive Architect is contingent upon approval by the University of California Office of the President.

The project is anticipated to involve design and construction of exterior repairs and refurbishment of the Wilshire Center, an approximately 330,000 square foot, 18-story high-rise office building on Wilshire Boulevard. The project would replace the existing metal spandrel panels and louvers and re-clad the existing mullions on the exterior skin of the building due to their deteriorated condition. The windows will remain in place and the building fully occupied during this renovation work. The work would also include a reconfiguration of the main entrance at Wilshire, the first floor tenant enclosure, signage and the vehicular entrance. Design concepts for the project have been developed by the University in an initial feasibility study.

The complete request for qualifications (RFQ) packet will be available at www.capital.ucla.edu/rfq.html starting **Thursday, July 23, 2009**. Responses to the RFQ are due by 2:00 p.m. on **Monday, August 10, 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.

Jeffrey Averill, AIA, Campus Architect
UCLA Capital Programs
1060 Veteran Avenue, 1st Floor
Los Angeles, CA 90095-1365
Att: Carol Esser (tel. 310-206-3128, fax 310-206-8392)

II. PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT INFORMATION

Project Description

The existing UCLA Wilshire Center office building located at 10920 Wilshire Boulevard was built in 1981. The building consists of approximately 330,000 gross square feet of office space and ground floor retail. There also is a five level subterranean parking structure. The building is a high rise structure of 18 floors including the mechanical penthouse. The exterior cladding consists of continuous ribbon vision glazing in an aluminum curtainwall system. The spandrel panels are a painted steel panel with an insulated backing.

The metal panels on the existing building have been problematic since shortly after it was built. The panel has had pronounced de-lamination such that the exterior metal surface has ripples and oil-canning. Partially due to the distortion of the metal, the finish surface of the panels has deteriorated, rusted and cracked in numerous locations. This has resulted in some leaks in the building, which also present a hazard with the perimeter electric heating. The backing insulation in the existing panels contains asbestos, though it is separated from the interior office space by a drywall and metal stud furred partition.

The project is anticipated to involve the design and construction of exterior repairs and refurbishment of the building. The project would remove the existing metal panel cladding, and retain the existing window glazing in place, while the building remains fully occupied. Existing building elements to be replaced include the metal panels and louvers, while the existing mullions will be re-clad. The furred drywall partition under the window sill would remain in place at the interior. A new continuous drywall enclosure above the ceiling at the perimeter would be completed separately in advance of this project. The new panels would need additional joints beyond what was on the original panels. This includes, at minimum, a joint at the floor line to allow fire safing to be installed from the outside after the new panels at the slab edge are in place and prior to the installation of the panels to the window sill condition. The new panels would be thinner, lighter and more energy efficient than those of the existing building. The exterior treatment of the panels might consist of two or three different paint colors in a pattern on the building. The removal of the existing metal panels would complete the asbestos abatement of the building. The replacement work would likely be done in sections utilizing staging dropped from the top of the tower.

The University has done initial pre-design study work on the project. This includes design concepts for the recladding that would serve as the starting point for the work of the selected architect. The University may choose to share those concepts later in the selection process, but they will not be made available prior to the deadline for submittal of qualifications booklets.

In addition to the major effort of the recladding of the tower facades, the project would include a reconfiguration of the exterior of the ground floor at the Wilshire entrance. This is intended to improve the exterior entrance to the main lobby, the cladding of the retail tenant space, reconfiguration of lighting, steps, planters and signage. This work may or may not be done as a separate phase or separately contracted project from the tower renovation.

There is also an initial phase of work on the Wilshire Center that will be completed prior to the renovation and refurbishment project. This includes replacement of the sidewalks at Wilshire Boulevard and Ashton Avenue frontages and signage at Ashton Avenue.

The estimated construction cost of the project may still vary according to the scope. The current estimate for this is in the range of between \$6,000,000 and \$9,000,000.

Sustainable Design

The project should be designed to meet the requirements and intent of University of California Regent's Policy on Sustainable Practices. As a significant renovation project, the work will need to apply sustainability principles to the systems, components and portions of the building being renovated.

B. PROJECT DESIGN REQUIREMENTS

The Executive Architect will serve as the architect-of-record and will manage and coordinate all design and construction document preparation tasks and construction administration responsibilities for this project. The Executive Architect will assist the University to secure Agency review approvals.

UCLA will, based on qualifications presented throughout this process, select the firm best able to serve as Executive Architect for this proposed project.

C. CODE REQUIREMENTS

The design and construction of University building projects are required to conform to applicable Federal and State building codes and standards, including the California Code of Regulations and the Americans with Disabilities Act. The University is generally not subject to the building codes of local jurisdictions; however, the design and construction of utility connections and fire/life safety systems may require coordination with such jurisdictions. Refer to the Supplemental Requirements for the Executive Design Professional Agreement (Attachment E) for additional requirements. Construction documents must be reviewed and approved by Office of the State Fire Marshal and the Campus Building Official. The University is the construction document reviewing authority for other provisions of the building codes and standards.

D. AGREEMENT AND CONTRACT REQUIREMENTS

All architectural design services to be provided by the Executive Architect shall be in accordance with the following standard University Agreement and Contract documents, which have been approved by the Office of General Counsel to The Regents:

1. Documents

Attachment E University Standard Form of Executive Design Professional Agreement (Between The Regents of the University of California and the Design Professional)-Version B with Exhibit C Supplemental Requirements

2. The Executive Architect shall obtain and maintain the following insurance coverage: Comprehensive-Form or Commercial-Form General Liability Insurance, Business Automobile Liability Insurance, Professional Liability Insurance, and Workers' Compensation. If the Executive Architect does not currently have coverage in accordance with University requirements, evidence shall be submitted indicating that such coverage will be in effect prior to execution of the Executive Design Professional Agreement.

Insurance limits required per the following table:

Capital Programs Insurance Limits for Design Services (Architect)

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 project	Work done under EDPA
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

3. The Executive Architect shall show evidence of a company Equal Opportunity Employment policy, and of 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 should be in 8 ½" x 11" format, preferably in portrait orientation, bound in a ring binder or spiral- or comb-bound booklet.

Tabbed dividers should separate and identify the response items described below in section *III.C*, numbered or titled as indicated.

Submittals should be limited to the sections and items identified in *III.C* below. Although they are **not encouraged**, any additional materials submitted at the discretion of the submitting firm, such as standard brochures, team resumes, etc. **must be bound separately** from the main submittal, and

marked clearly. Failure to comply with this requirement may result in disqualification of the entire submittal.

B. COPIES:

Provide six (6) copies of the bound submittal.

C. RESPONSE ITEMS

The qualifications submittal should contain the following items:

Cover: Include the study name (**Wilshire Center Exterior Repair and Refurbishment**), project number (**943930.01**), date (**July 2009**), identify that the submittal is a statement of qualifications, and identify the firm submitting the response (with contact information provided either on the cover, or letter of interest, or both).

Letter of Interest: Provide a brief letter expressing the prospective Executive Architect's interest in and qualifications for the project. The letter of interest should be bound into the proposal, not loose. The letter of interest, cover, or both should provide contact information for the firm, including a contact email address.

Table of Contents: in front of the first tab, following the letter of interest.

[Tab 1] Statement of Qualifications (SOQ) form (Attachment B)

Complete and submit a Statement of Qualifications (SOQ) form (Attachment B). All listed projects should have been undertaken within the last ten (10) years.

[Tab 2] Relevant Experience (maximum 16 single-sided pages, or equivalent, total)

Include project descriptions and illustrations of the five projects listed in Attachment B, along with other relevant projects at your discretion, but not more than 16 single-sided pages (or eight double-sided pages) total. *Label clearly the location and dates of the work presented; identify clearly the firms and/or personnel responsible in each case, and their relationships to the team for this project.* Standard "cut sheets" may not fully satisfy this requirement.

[Tab 3] Applicant's Consultants' Qualifications

Identify key staff that will work on the project, and describe their roles. Include *brief* descriptions (one paragraph or a *short* list of bullet points) of their relevant qualifications and background. If any subconsultants are proposed as part of the team, identify them (team members as well as firms), and include an organization chart. Concise presentation of this material is strongly encouraged.

The University anticipates that the proposed project will require the Executive Architect to provide the services of external consultants, or professional expertise from its own staff, in at least the following disciplines:

- Curtainwall Consultant
- Structural Engineer
- Mechanical, Electrical & Plumbing Engineering
- Cost Estimating

Identify each proposed consultant by company name and discipline. Indicate address, telephone number and contact person for each consultant. Provide a resume for each proposed consulting firm. SOQ forms do not need to be submitted for consultants in this initial qualifications submittal. The University reserves the right to approve or reject all external consultants, or internal staff performing consulting services, proposed by the Executive Architect during or after the Executive Architect selection process.

[Tab 4] UCLA Design Professional Business Information Form (Attachment D)

Complete and sign the Design Professional Business Information Form (Attachment D), including the Self-Certification statement on the second page. The third page should not be submitted.

D. SELECTION SCHEDULE

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. The anticipated selection process schedule is as follows:

- **Thursday, July 23, 2009:** The complete request for qualifications (RFQ) packet will be available at www.capital.ucla.edu/rfq.html.
- **2:00 p.m. Monday, August 10, 2009:** RFQ submittals due at UCLA Capital Programs. Hand delivery is encouraged to ensure prompt receipt of submittals; do not use U.S. Mail.
- **Thursday, August 13, 2009 (anticipated):** Short list of firms to be determined by UCLA screening committee. The University anticipates announcing the short listed firms that week.
- **August 24-25, 2009 (approximate dates)** Interview of short listed candidates anticipated to be Monday, August 24 and/or Tuesday, August 25, 2009. Firms will be notified of the proposed interview dates in an interim future communication.

E. SELECTION OF EXECUTIVE ARCHITECT

The criteria for UCLA review of the submitted proposals and selection of the Executive Architect are provided in the Selection Criteria (Attachment A)

UCLA will enter into negotiations of the Executive Design Professional Agreement with the selected Executive Architect for the project. Fees for basic services are intended to be based on the UC fee guidelines (Attachment F). Pending successful negotiations, UCLA will make a recommendation of Executive Architect to the University of California Office of the President for approval. If negotiations are not successful, UCLA reserves the right to negotiate with other interviewed applicants. Prior to execution of the Executive Design Professional Agreement, the selected firm shall assist UCLA in completing the Project Report on Equal Opportunity in the Selection of Design Professionals (Attachment C), and submit a Certificate of Insurance confirming that the coverage required by UCLA has been obtained.

F. DELIVERING RFQ RESPONSES TO UCLA CAPITAL PROGRAMS

To be considered for this study, six (6) copies of the bound RFQ submittal documents outlined above in section *III. C* must be received at the address below no later than **2:00 p.m. on Monday, August 10, 2009**. Do not send by U. S. Mail.

Jeffrey Averill, AIA
Campus Architect
UCLA Capital Programs
1060 Veteran Avenue, 1st Floor
Los Angeles, CA 90095-1365
Attention: Carol Esser (310-206-3128)

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

SELECTION CRITERIA (ATTACHMENT A)

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

1. **Relevant Project Experience.** Applicant's demonstration of adequate and meaningful experience with projects of similar/comparable type and scope. Technical experience with large scale curtainwall installations will be important. Preference may be given to applicants with University of California, and/or other university work, and whose relevant project experience is with the same project team submitted for the proposed project.
2. **Design Ability.** Applicant's demonstrated commitment to design excellence and ability to achieve high-quality functional, technical, aesthetic, and economic design for similar/comparable projects. Evaluation of prospective EDP teams will include experience in and understanding of sustainable design practices.
3. **Affordability.** Applicant's demonstrated success in producing well-designed and affordable buildings. Provide examples of experience with this construction type.
4. **Responsiveness to Project Requirements.** Applicant's demonstrated success in completing similar/comparable building projects consistent with program, budget, schedule and technical requirements. Evaluation of prospective EDP teams will include consideration of responsiveness to project requirements and clients on previous projects, and the quality of the relationships maintained throughout these projects. Attentiveness to and compliance with RFQ instructions, interview requirements, and other aspects of the selection process will be taken as an indication of responsiveness.
5. **Project Team Members' Qualifications.** Applicant's demonstration of relevant project experience, availability and capability of proposed key staff members.
6. **Consultants' Qualifications.** Demonstration of relevant project experience and capability of applicant's consultants.
7. **Management and Document Production Capability:** Applicant's demonstrated success in providing comprehensive project management services and project team coordination, producing construction documents of superior quality, and providing prompt and effective construction phase services.
8. **Client Responsiveness.** Applicant's demonstrated success in establishing effective working relationships with client capital projects administrative and technical staff, user representatives, client consultants, construction managers and contractors.
9. **Proximity to Project.** Proximity of the applicant's office to UCLA.
10. **Equal Opportunity Employment.** Applicant's demonstration of a company Equal Opportunity Employment policy and compliance with applicable federal law pertaining to Equal Opportunity Employment. The University follows a policy of equal opportunity in University business contracting.

Statement of Qualifications (Attachment B)

1. Firm Name: _____
2. Business Address: _____
3. Firm Established: (Year) _____ Telephone: _____
4. Type of Organization: (check one)
a. ☐ Sole Proprietorship b. ☐ Partnership c. ☐ Corporation d. ☐ Joint Venture
5. Principal (P) and Associates (A): (Check "P" or "A" for each)

Name	P	A	Degree or Certificate	Institution

6. Average staff employed in home office: (average of past 5 years.)

- a. Architects _____
- b. Engineers _____
- c. Landscape Architects _____
- d. Interior Designers _____
- e. Drafting Technicians _____
- f. Clerical _____
- g. Other _____

7. List 5 major projects constructed within the past 10 years that indicate your experience with similar projects:

Project	Owner	Year	Building Cost

8. References:

- a. _____
- b. _____
- c. _____

9. Where do you normally look for information about proposed University projects?

By: _____
Date: _____

Please attach to this form any other information you wish us 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 us in the selection process for Design Professionals commissioned by the University. University Policy authorized maintenance of this information.

Furnishing all information requested on this form is mandatory – failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form will be used by University of California, Los Angeles in the consideration of commissions to Design Professionals.

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

The official responsible for maintaining the information contained on this form is:

University of California, Los Angeles
Campus Capital Programs
1060 Veteran Avenue
Los Angeles, CA 90095-1365

**PROJECT REPORT ON EQUAL OPPORTUNITY IN THE SELECTION OF DESIGN PROFESSIONALS
(ATTACHMENT C)**

The Facility must complete this form for each design agreement executed for reporting purposes. Maintain these reports in a separate file at the Facility.

1. Campus/facility_____ Date_____
2. Project Name/Number_____
3. Date of execution of Agreement_____
4. Major____ Minor____ Capital Improvement Project____ Maintenance Project____
5. Estimated Total \$ amount of construction of project_____
6. Estimated total \$ amount of design professional fees of project_____
7. Design professional selected_____
- Address_____
8. The selected design professional is a SBE____, DBE____, WBE____, DVBE____
None of the above_____
9. Attached Self-Certification Design Professional form for a firm self-certifying as SBE, DBE, WBE, or DVBE.
10. Date:_____

Name of Responsible Administrator
submitting report

Title of Responsible Administrator
submitting report

Selection committee:
Names of Members

Total Number of Members_____
Job Titles

a. _____
b. _____
c. _____
d. _____

If "None of the above" is checked for Item 8, list the SBE, DBE, WBE, and DVBE outreach activities for this project

Date:_____

Name of Responsible Administrator
submitting report

Title of Responsible Administrator
submitting report



UNIVERSITY OF CALIFORNIA, LOS ANGELES



DESIGN PROFESSIONAL ONLY- Attachment D

TO BE COMPLETED BY ALL FIRMS OR INDIVIDUALS PROPOSING TO DO BUSINESS WITH THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

COMPANY NAME:				CONTACT PERSON:					
				(Indicate Ms., Mr., etc.)					
DBA (IF APPLICABLE):									
STREET ADDRESS:									
MAILING ADDRESS (if different from street address):									
TELEPHONE NO.:			TOLL FREE NO.:			FAX NO.:			
E-MAIL:				TAX IDENTIFICATION NUMBER:					
Are any of the owners or owners' relatives currently employed by the University of California? ☐ Yes ☐ No (If yes, please provide details on attached sheet)									
PRINCIPALS (P) & ASSOCIATES (A)									
Name		P	A	Degree or Certificate		Institution			
Indicate dollar range of projects in which your firm would be interested CHECK ALL THAT APPLY.									
☐ UP \$250,000		☐ \$250,000-\$1,000,000		☐ \$1,000,000-\$5,000,000		☐ Over \$5,000,000			
AREAS OF EXPERTISE: _____									
REGISTRATION NO: _____									
OWNERSHIP OF BUSINESS (Check One):									
☐ Corporation ☐ Partnership ☐ Individual/Sole Proprietorship Year Established: _____									
OWNERSHIP STATUS CATEGORIES: (Place an "X" in the boxes that best describes your firm's ownership)									
Type of Business		Asian/Indian Asian/Pacific American	Black African American	Hispanic American	Native American Indian	White Caucasian American	Other	Disable d Veteran	Socially & Economically Disadvantaged
LARGE BUSINES S	Woman Owned								
	Male Owned								
SMALL BUSINES S	Woman Owned								
	Male Owned								

PLEASE RETURN THIS PROFILE TO UNIVERSITY OF CALIFORNIA, LOS ANGELES, CAPITAL PROGRAMS, CONTRACT ADMINISTRATION, 1060 VETERAN AVENUE, LOS ANGELES, CA 90095-1395. IF YOU HAVE ANY QUESTIONS, CALL CONTRACT ADMINISTRATION AT (310) 825-4151

Signature

Title

Date

EXECUTIVE DESIGN PROFESSIONAL AGREEMENT

**Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
And
THE DESIGN PROFESSIONAL**

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 "Design Professional."

The above named individual or firm shall be the Executive Architect or Engineer and shall comply with the licensing laws of the State of California regarding the practice of architecture or engineering in performing the services set forth in this Agreement for the following project:

UNIVERSITY OF CALIFORNIA, LOS ANGELES

Project Name: EDPA SMALL PROJECTS VERSION SAMPLE - SMALL LAB RENOVATION - NON-OSHDP

Project Number: TBD

Project Order Number: TBD

PROJECT DESCRIPTION:

TBD

CONSTRUCTION BUDGET: \$TBD

TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISIONS

- 1.1 GENERAL REQUIREMENTS
- 1.2 DESIGN PROFESSIONAL STANDARD OF CARE
- 1.3 DEFINITIONS

ARTICLE 2 BASIC SERVICES

- 2.1 GENERAL
- 2.2 SCHEMATIC DESIGN PHASE
- 2.3 DESIGN DEVELOPMENT PHASE
- 2.4 CONSTRUCTION DOCUMENTS PHASE
- 2.5 BIDDING PHASE
- 2.6 CONSTRUCTION PHASE
- 2.7 INDEPENDENT SEISMIC/STRUCTURAL REVIEW
- 2.8 SCHEDULE

ARTICLE 3 ADDITIONAL SERVICES

ARTICLE 4 UNIVERSITY RIGHTS AND RESPONSIBILITIES

- 4.1 ADMINISTRATION
- 4.2 PROVISION OF INFORMATION, SURVEYS, REPORTS AND DATA

ARTICLE 5 COMPENSATION

- 5.1 COMPENSATION FOR BASIC SERVICES
- 5.2 COMPENSATION FOR ADDITIONAL SERVICES OR FOR EXTENSION OF CONTRACT TIME
- 5.3 REIMBURSABLE EXPENSES - NOT USED

ARTICLE 6 PAYMENTS

- 6.1 PAYMENTS FOR BASIC SERVICES
- 6.2 PAYMENTS FOR ADDITIONAL SERVICES

ARTICLE 7 DESIGN PROFESSIONAL'S RECORDS AND FILES

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

- 8.1 DRAWINGS, SPECIFICATIONS AND PRESENTATION MATERIALS
- 8.2 CONSTRUCTION DOCUMENTS
- 8.3 INDEMNIFICATION

ARTICLE 9 DISPUTES

- 9.1 NEGOTIATION
- 9.2 MEDIATION
- 9.3 ARBITRATION OR LITIGATION
- 9.4 PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE

ARTICLE 10 INDEMNIFICATION AND INSURANCE

- 10.1 INDEMNIFICATION
- 10.2 INSURANCE REQUIREMENTS

ARTICLE 11 STATUTORY AND OTHER REQUIREMENTS

- 11.1 NONDISCRIMINATION
- 11.2 PREVAILING WAGE RATES
- 11.3 PAYROLL RECORDS
- 11.4 APPRENTICES
- 11.5 WORK DAY

ARTICLE 12 EXTENT OF AGREEMENT

- 12.1 AUTHORITY OF AGREEMENT
- 12.2 EXHIBITS
- 12.3 THIRD-PARTY BENEFICIARIES

ARTICLE 13 FEDERAL AND STATE GRANTS

ARTICLE 14 NOTICES

- 14.1 UNIVERSITY
- 14.2 DESIGN PROFESSIONAL

ARTICLE 15 **SUCCESSORS AND ASSIGNS**

15.1 DESIGN PROFESSIONAL'S DEATH OR INCAPACITATION

ARTICLE 16 **TERMINATION OF AGREEMENT**

16.1 UNIVERSITY-INITIATED TERMINATION
16.2 DESIGN PROFESSIONAL-INITIATED TERMINATION
16.3 DOCUMENTS AND MATERIALS

ARTICLE 17 **STATISTICAL REPORTING**

END OF TABLE OF CONTENTS

SAMPLE

ARTICLE 1 GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

1.1.1 This Agreement shall be governed by the laws of the State of California.

1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

1.1.3 University's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve Design Professional from responsibility for damages or other losses incurred or to be incurred by University as a result of Design Professional's breach of its obligation under this Agreement.

1.1.4 Time is of the essence for this Agreement.

1.1.5 Design Professional shall cooperate with University, its designees, and Contractor in furthering the interests of University.

1.1.6 Design Professional shall cooperate with other professionals University may employ for related work.

1.1.7 To the extent required by University, Design Professional shall consult with authorized employees, agents, and representatives of University relative to the design and construction of a Project.

1.1.8 Design Professional shall perform all services in compliance with applicable laws, codes, rules, regulations, ordinances, University policies, and Facility standards. University policies include without limitation those related to Seismic Safety and Sustainable Practices.

1.1.9 Services required by this Agreement include, at no additional cost to University, all services necessitated, in whole or in part, by errors and omissions of, or breach of this Agreement by, Design Professional, its subconsultants, or any person or entity working under Design Professional.

1.2 DESIGN PROFESSIONAL STANDARD OF CARE

1.2.1 Design Professional, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom Design Professional is responsible shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode).

1.3 DEFINITIONS

Unless defined differently herein, terms used in this Agreement shall have the same meaning as those used in University's Bidding Documents, General Conditions in the Exhibits.

1.3.1 *Agreement.* The term "Agreement" means this Agreement, Supplemental Requirements, Exhibits, Amendments, and all other documents identified in this Agreement which together form the agreement between University and the Design Professional for the Work. The Agreement constitutes the complete agreement between University and the Design Professional and supersedes any previous agreements or understandings.

1.3.2 *Architect (or Engineer) of Record.* The term "Architect of Record" or "Engineer of Record" shall mean the specific University-approved Design Professional named in this Agreement who is the Design Professional's designated principal or staff member in charge of providing all services required by this Agreement.

1.3.3 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the marked-up version of the Contract Documents prepared by the construction Contractor to record as-built conditions, current changes, and selections made during construction.

1.3.4 *Bidding Documents.* The term "Bidding Documents" shall mean those documents prepared and furnished by University for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements attached in the Exhibits.

1.3.5 *Construction Budget.* The term "Construction Budget" shall mean University's written statement of funds available to pay for the cost of construction.

1.3.6 *Construction Documents.* The term "Construction Documents" shall mean the documents prepared and furnished by the Design Professional to be used for bidding the construction work for the Project.

1.3.7 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, Agreement, General Conditions, Supplementary Conditions, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified as Contract Documents in the Construction Contract Agreement.

1.3.8 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.9 *Estimated Project Construction Cost.* The term "Estimated Project Construction Cost" shall mean the written estimate of the total Construction Cost of the Project at the various stages of the design process prepared by University.

1.3.10 *Facility.* The term "Facility" means the University of California, Los Angeles.

1.3.11 *Project.* The term "Project" means the project described on page 1 of this Agreement.

1.3.12 *Project Architect (or Engineer).* The term "Project Architect" or "Project Engineer" shall mean the specific University-approved Design Professional named in this Agreement who is the Design Professional's designated architect (or engineer) who is the first point of contact in providing all services required by this Agreement.

1.3.13 *Project Program.* The term "Project Program" shall mean a written statement in the Exhibits of University's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.14 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by University showing project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.15 *Record Documents.* The term "Record Documents" shall mean those documents (including without limitation the updated version of the Construction Documents) prepared by the Design Professional incorporating Addenda, Change Orders and information from the As-builts and other data furnished by Contractor to Design Professional.

1.3.16 *University.* The term "University" shall mean the Regents of the University of California.

1.3.17 *University's Representative.* The term "University's Representative" shall mean the person or entity providing University's Representative services as indicated in the Contract Documents including, but not limited to, issuance of written communications with the Contractor.

1.3.18 *University's Designated Administrator.* The term "University's Designated Administrator" shall mean the individual acting as University's Designated Administrator pursuant to paragraph 4.1.1.

ARTICLE 2 **BASIC SERVICES**

Basic Services to be provided by Design Professional include the services described in this Article 2 and as further described in the Supplemental Requirements in the Exhibits.

2.1 **GENERAL**

2.1.1 The services of Design Professional shall be performed in accordance with the Agreement and the Supplemental Requirements in the Exhibits.

2.1.2 To the extent deemed necessary by Design Professional, Design Professional shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of California, and such other consultants necessary for the provision of services under this Agreement. All consultants provided under basic services shall be paid by Design Professional. Design Professional shall submit, for approval by University, names of consultants for each professional element of service of the Project. University-approved consultants provided under basic service shall be as named below:

Consultant Name	Discipline
TBD	TBD

Nothing in the foregoing shall create any contractual relationship between University and any consultants employed by Design Professional under the terms of this Agreement. Design Professional is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

2.1.3 Design Professional shall designate a principal or a staff member as the Project Architect or Project Engineer. So long as the Project Architect or Project Engineer performs in a manner acceptable to University, and remains in Design Professional's employ, the Project Architect or Project Engineer shall remain the first point of contact for all design and other services required under this Agreement, including attending design-related meetings for the Project, unless a substitution mutually acceptable to Design Professional and University is made. University-approved Project Architect or Project Engineer shall be the person named below:

TBD

Additionally, the University may require other individuals working for the Design Professional or its subconsultants to attend design-related meetings as requested by University.

2.1.4 Design Professional shall assist University in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

2.1.5 Design Professional shall abide by all regulations imposed by authorities having jurisdiction over the Project.

2.1.6 Design Professional shall review site surveys; existing record documents; seismic data; mechanical, geotechnical, and other test reports; environmental documents, and any other documentation furnished by University. From an examination of the site and a review of available information, Design Professional shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which it be provided and needed services obtained. Design Professional may rely on the information provided by University but only to the extent such reliance shall be consistent with Design Professional's obligations under this Agreement.

2.1.7 Review, approval or acceptance of Design Professional's work whether by University or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase, or otherwise, shall not relieve Design Professional from responsibility for errors and omissions in Design Professional's work.

2.1.8 Design Professional shall, at no cost to University, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the Construction Documents prepared by Design Professional or Design Professional's consultants promptly upon discovery or notice. The obligations of Design Professional to correct defective or nonconforming Work shall not in any way limit any other obligations of Design Professional.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 Upon University's written direction to proceed, Design Professional shall provide Schematic Design Phase services described herein and in the Supplemental Requirements in the Exhibits including, without limitation, Schematic Design Documents for approval by University.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Upon University's written direction to proceed, Design Professional shall provide Design Development Phase services as described herein and in the Supplemental Requirements in the Exhibits and based on Schematic Design documents approved in writing by University and any written adjustments in the scope or quality of the Project or in the Construction Budget including, without limitation, Design Development Documents for approval by University.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Upon University's written direction to proceed, Design Professional shall provide Construction Documents Phase services as described herein and in the Supplemental Requirements in the Exhibits and based on Design Development documents approved in writing by University and any written adjustments in the scope or quality of the Project or in the Construction Budget including, without limitation, Construction Documents for approval by University.

2.4.2 The Drawings and Specifications shall be consistent with the University's General Conditions in the Exhibits and the Division 1 tailored for the Project including but not limited to any Facility requirements.

2.5 BIDDING PHASE

2.5.1 Upon University's written direction to proceed, Design Professional shall provide Bidding Phase services as described herein and in the Supplemental Requirements in the Exhibits.

2.5.2 If the lowest responsive total bid price received exceeds the Construction Budget by more than 10%, University may, at its discretion, (1) authorize rebidding of the Project within a reasonable period of time; or (2) require Design Professional, at Design Professional's expense, to modify the Project design and the Construction Documents in order to reduce the Estimated Project Construction Cost to a level that falls within the Construction Budget. Modifications proposed by Design Professional shall require University approval prior to incorporation into the revised documents.

2.6 CONSTRUCTION PHASE

2.6.1 Upon University's written direction to proceed, Design Professional shall provide Construction Phase services as described herein and in the Supplemental Requirements in the Exhibits.

2.6.2 The Construction Phase will commence on the date the Agreement between University and Contractor is signed by University and will terminate upon University's receipt and approval of Design Professional's Record Documents as described in the Supplemental Requirements in the Exhibits.

2.6.3 Except as otherwise provided in the Contract Documents or as directed by University, all written communications with Contractor shall be sent and received by University's Representative.

2.6.4 Design Professional shall render design interpretations of, and design decisions regarding, the Contract Documents that are necessary for the proper execution or progress of the Work including provision of clarifications and interpretations of the Contract Documents that are consistent with the intent of the documents but which do not involve a change in the scope of the Work. Such clarifications and interpretations shall not involve an adjustment of the Contract Sum or an extension of the Contract Time.

2.6.5 Design Professional shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Work, unless Design Professional specifies, directs, recommends or approves such means, methods, techniques, sequences, procedures, or safety precautions/programs.

2.6.6 Design Professional shall prepare drawings and specifications needed to issue Field Orders and Change Orders as required by the Supplemental Requirements in the Exhibits.

2.6.7 Not Used.

2.6.8 Design Professional shall provide Record Documents as described herein and in the Supplemental Requirements in the Exhibits.

2.6.9 Not Used.

2.7 INDEPENDENT SEISMIC/STRUCTURAL REVIEW

2.7.1 This Project is subject to an independent seismic/structure review conducted by University and at University expense. Design Professional shall attend meetings as necessary to resolve all seismic issues. Design Professional shall present Drawings and other items as necessary to describe the Project design.

2.8 SCHEDULE

2.8.1 Design Professional acknowledges that all time limits stated in this Agreement are of the utmost importance to University. Design Professional shall meet the Project Schedule, which may be revised from time to time by mutual agreement, for completion of Design Professional's services.

2.8.2 Not Used.

2.8.3 The total time scheduled for full completion of Design Professional's services for each phase of the Project shall not exceed the durations listed below, unless mutually agreed upon in writing by Design Professional and University. The durations for University review period listed in the Project Schedule shall be computed from the date on which a clear, complete submittal is received by University. University's failure to meet its commitment to provide written requested information or to review within the stipulated time frames shall be cause for an adjustment in the Project Schedule. However, submittals received for review which are rejected, in writing, as not meeting the deliverables required by this Agreement and the attachments thereto, shall not be cause for adjustment of the Project Schedule, and any such delay caused by such rejected submittals shall be at the sole responsibility of Design Professional.

- .1 Schematic Design Phase: Complete within TBD weeks plus TBD weeks approval time.
- .2 Design Development Phase: Complete within TBD weeks, plus TBD weeks for approval time.
- .3 Construction Documents Phase: Complete within TBD weeks, plus TBD weeks for approval time.

ARTICLE 3 ADDITIONAL SERVICES

Unless required in Article 2 of this Agreement or in the Supplemental Requirements to be performed as part of Basic Services, the services described in this Agreement and the Supplemental Requirements are Additional Services. These Additional Services shall be paid for by University, as provided in this Agreement, in addition to the compensation for Basic Services. Design Professional shall provide Additional Services only when and as authorized in a written instrument signed by University. No Additional Services shall be compensable unless so authorized.

ARTICLE 4 UNIVERSITY RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 University shall designate, in writing, an Administrator who will act on behalf of University with respect to this Agreement. Design Professional shall accept directives only from University's Designated Administrator and not from other University employees or consultants. University may replace University's Designated Administrator at its sole option; if this replacement is made, University shall notify Design Professional in writing.

4.1.2 University shall designate, in writing, prior to bidding, a University's Representative.

4.2 PROVISION OF INFORMATION, SURVEYS, REPORTS AND DATA

4.2.1 University shall have the right to make changes to the Project Program. When such changes increase the duties of Design Professional beyond those reasonably and customarily provided in Basic Services, Design Professional shall be compensated in accordance with this Agreement.

4.2.2 University shall have the right to make reasonable changes to its Bidding Documents and Design Professional shall be bound by such changes. When such changes increase the duties of Design Professional, beyond those reasonably and customarily provided in Basic Services, Design Professional shall be compensated in accordance with this Agreement.

4.2.3 University shall furnish structural, mechanical, electrical, chemical, soils, and other tests, inspections, and reports as required by law or by the Contract Documents, which are not required to be furnished by Contractor under the Contract Documents.

4.2.4 University shall update the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.5 If required for the performance of Design Professional's services, University shall furnish an accurate land survey of the Project site, giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and floor elevations pertaining to existing buildings, other improvements, and trees; and information in University's possession concerning available service and utility lines, both public and private.

4.2.6 University shall furnish geotechnical data when these data are reasonably deemed necessary by Design Professional, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.

4.2.7 The University shall have the right to require Design Professional and its subconsultants to participate in meetings and provide documents and data (in addition to those required by Basic Services) and to perform Additional Services, pursuant to this Agreement, whether or not such Additional Services are described in the Agreement or the Supplemental Requirements.

4.2.8 The services, information, surveys, reports, and Additional Services required by this Article 4 shall be furnished at University's expense.

ARTICLE 5 COMPENSATION

University will compensate Design Professional for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement, as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a lump-sum fee in the amount of \$TBD, payable upon completion of each Project phase, after the review and approval by University, in accordance with the following schedule:

<u>Phase or Stage Completed</u>	<u>Portions of Total Fees to be Paid at Completion</u>
Schematic Design Phase.....	25%
Design Development Phase.....	No Increase
Construction Documents Phase.....	Increase to 75%
Bidding Phase (Award of Construction Contract).....	No Increase
Construction Completed.....	Increase to 95%
Receipt of Design Professional's Record Documents.....	Increase to 100%

5.2 COMPENSATION FOR ADDITIONAL SERVICES OR FOR EXTENSION OF CONTRACT TIME

5.2.1 For the Additional Services of Design Professional, as described in Article 3, including the Additional Services of consultants, compensation shall be in accordance with the attached Design Professional Rate Schedule in the Exhibits.

5.2.2 If the Contract Time initially established in the Contract Documents at the time of award is exceeded or extended by a number of days in excess of TBD calendar days through the fault of University or Contractor and through no fault of Design Professional, compensation for any Basic Services provided during this extended period of the Construction Phase of the construction contract shall be adjusted to compensate Design Professional for any additional costs reasonably incurred by Design Professional as the result of such delay, provided University has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by University and shall not include Basic Services that would have been performed under this Agreement had the initial Contract Time not been substantially exceeded or extended.

5.2.3 If the Work of the Project is suspended or abandoned for more than TBD consecutive months, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.4, Design Professional shall be compensated for all authorized services performed prior to the receipt of written notice from University of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended for more than TBD consecutive months, Design Professional's compensation shall be adjusted as mutually agreed to compensate Design Professional for any additional costs reasonably incurred as the result of the suspension.

5.3 REIMBURSABLE EXPENSES - NOT USED.

ARTICLE 6 PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for Design Professional's Additional Services, as defined in Article 3, shall be made at the completion of each phase as identified in Article 5 herein, after presentation of Design Professional's statement of services rendered and respective invoices.

6.2.2 Payments related to paragraph 5.2.2 shall be made monthly after presentation of Design Professional's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof unless otherwise agreed by the parties thereto.

6.3 PAYMENT SUBMITTAL

6.3.1 Invoices against this Agreement shall be submitted to: **UCLA: EDIT THE BELOW ADDRESS AS NEEDED IF THIS IS NOT A CAP PROGRAMS ACCOUNTING-CONTROLLED PROJECT.**

UCLA Capital Programs Accounting
1060 Veteran Avenue, Suite 330
Los Angeles, CA 90095-1365

ARTICLE 7 DESIGN PROFESSIONAL'S RECORDS AND FILES

7.1 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, the right to audit and the right to copy pertinent parts of Design Professional's and Design Professional's consultants' books and records. Such records shall include but not be limited to accounting records (hard copy, as well as computer readable data); 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.

7.2 Design Professional and Design Professional's consultants shall make their files available for inspection and copying by University upon reasonable notice.

7.3 Design Professional shall include appropriate language in consultants' agreements to enforce the provision of paragraph 7.2.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

8.1 DRAWINGS, SPECIFICATIONS, AND PRESENTATION MATERIALS

8.1.1 Drawings and Specifications shall become the property of University, whether or not the Project for which they are made is executed. Design Professional shall be permitted to retain copies, including reproducible copies, of the Drawings and Specifications for information and reference except as provided in paragraph 8.2. Neither University nor Design Professional shall use the Drawings and Specifications as a whole or in substantial part on other projects, but either may reuse details of the Drawings for other projects.

8.1.2 All presentation drawings, slides, and models shall become and remain the property of University.

8.2 CONSTRUCTION DOCUMENTS

8.2.1 Design Professional, upon request, shall provide copies of the Construction Documents in the number required by University for bidding and construction purposes; the reproduction expense shall be borne by University. University reserves the right to select the type of document reproduction and to establish where the reproduction will be accomplished.

8.2.2 University may use the Construction Documents, without Design Professional's consent, in connection with the Project, including without limitation, future additions, expansions, renovations, alterations, connections, repairs, information, reference, use, or occupancy.

8.2.3 Except as provided in subparagraphs 8.2.1 and 8.2.2 University will not use the Construction Documents for another project without Design Professional's written consent.

8.3 INDEMNIFICATION

8.3.1 University will defend, indemnify and save harmless Design Professional, its officers, agents and employees from any costs or claims for damages arising from University's use, on other projects, of the Construction Documents, the Drawings and Specifications, or the designs depicted in them. As used in this Article 8, the "use, on other projects" does not include any of the uses specified in subparagraph 8.2.2.

8.3.2 Notwithstanding paragraph 8.3.1, University will not defend, indemnify or save harmless Design Professional, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that University's use of the Construction Documents, the Drawings and Specifications, or the designs depicted in them is contrary to or in violation of any copyright, patent, trade secret, trade name, trademark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9 DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but no earlier than 30 days, following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties shall submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

9.3 ARBITRATION OR LITIGATION

Disputes arising from this Agreement between Design Professional and University which cannot be settled through negotiation or mediation shall be subject to arbitration or litigation as follows:

9.3.1 Arbitration with Contractor. If any claim arises under the Construction Contract Documents for the Project and is submitted to arbitration, and either Contractor or University claims that the acts or omissions of Design Professional are involved, in whole or in part, any claim by University against Design Professional arising out of or in connection therewith may be asserted, at the option of University, against Design Professional in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

9.3.2 Litigation with Contractor. If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or University claims that the acts or omissions of Design Professional are involved, in whole or in part, any claim by University against Design Professional arising out of or in connection therewith may be asserted, at the option of University, against Design Professional in the same litigation.

9.3.3 Arbitration without Contractor. Disputes arising from this Agreement between Design Professional and University which cannot be settled through negotiation or mediation, and which are not resolved by arbitration or litigation pursuant to subparagraphs 9.3.1 and 9.3.2 shall be subject to arbitration without Contractor conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid Rules of the AAA:

- .1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.
- .2 University's Representative and/or University's consultants, shall if required by agreement with University, upon demand by University, join in and be bound by the arbitration.
- .3 Concurrent disputes subject to this subparagraph 9.3.3 shall be consolidated into a single arbitration unless the parties otherwise agree in writing.
- .4 No hearing shall be held prior to final completion of the Project unless University and Design Professional otherwise agree in writing.
- .5 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California.
- .6 If total claims are less than \$50,000, AAA expedited procedures as modified by this Article 9 shall apply. If total claims are between \$50,000 and \$100,000 they shall be heard by a single arbitrator who shall be an attorney. If total claims are in excess of \$100,000 and are submitted to arbitration, the controversy shall be heard by a panel of 3 arbitrators, one of which shall be an attorney.
- .7 The AAA shall submit simultaneously to each party to the dispute an identical list of at least 10 names of persons chosen from the National Panel of Commercial Arbitrators, and each party to the dispute shall have 10 days from the date of receipt in which to cross off any names objected to, number the remaining names in order of preference and return the list to AAA. If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 5 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt.

9.3.4 Unless University and Design Professional otherwise agree in writing, the arbitration decision shall be made under and in accordance with the laws of the State of California, supported by substantial evidence. If the total of all claims or cross claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law.

9.3.5 Any arbitration award shall be subject to confirmation, verification or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296.

9.3.6 The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

9.4 PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE

9.4.1 Claims for personal injury, wrongful death, or property damage (other than property damage to University) shall not be subject to arbitration under Paragraph 9.3.3.

ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION

10.1.1 Design Professional 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 Design Professional's other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Design Professional, its officers, agents, employees, subcontractors, consultants or any person or entity for whom Design Professional is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

10.1.2 The indemnification obligations under this Article 10, 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.

10.1.3 Design Professional 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, attorneys' 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 on the Project by Indemnitee of the design or construction documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

10.1.4 Nothing in this Agreement, including the provisions of this Article 10 shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

10.2 INSURANCE REQUIREMENTS

Design Professional, at Design Professional's sole cost and expense, shall insure its activities in connection with this Agreement and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under Paragraph 10.2 shall not in any way limit the liability of Design Professional.

10.2.1 Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

.1	Each Occurrence	\$TBD
.2	Products Completed, Operations Aggregate	\$TBD
.3	Personal and Advertising Injury	\$TBD
.4	General Aggregate	\$TBD

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

10.2.3 Professional Liability Insurance, with limits of \$TBD per claim and \$TBD in the aggregate. At the option of University and in its sole discretion, University may require Design Professional to purchase project specific professional liability insurance for the Project as a reimbursable cost with the minimum limits.

10.2.4 If the above insurance (subparagraphs 10.2.1-10.2.3) 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. 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 10.2.1-10.2.3 shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

10.2.5 Workers' Compensation as required by law in the state in which work is performed and Employer's Liability insurance with coverage and minimum limits as follows:

Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00
Policy Limit	\$1,000,000.00

Insurance required by this subparagraph 10.2.5 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University.

10.2.6 Design Professional, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article 10, including the following requirements:

- .1 Design Professional shall have the insurance company complete University's form, Certificate of Insurance in the Exhibits. It alone constitutes evidence of insurance
- .2 Provide that coverage cannot be canceled without 10 days advance written notice to University.

- .3 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 Design Professional.
- .4 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. As respects Professional Liability include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage.
- .5 All insurance policies shall apply to the negligent acts, or omissions of Design Professional, its officers, agents, employees, and for Design Professional's legal responsibility for the negligent acts or omissions of its consultants and anyone directly or indirectly under the control, supervision, or employ of Design Professional or Design Professional's consultants.

ARTICLE 11 STATUTORY AND OTHER REQUIREMENTS

11.1 NONDISCRIMINATION

11.1.1 In connection with the performance of Design Professional pursuant to this Agreement, Design Professional 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), marital status, or citizenship (within the limits imposed by law or by The Regents' policy) regardless of local custom, habit, or otherwise. Design Professional 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, 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.

11.2 PREVAILING WAGE RATES

11.2.1 For purposes of the Article, the term subcontractor or consultant shall not include suppliers, manufacturers, or distributors.

11.2.2 Design Professional shall comply and shall ensure that all subcontractors or consultants 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.

11.2.3 The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Project is to be performed 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 the Agreement. Design Professional shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Design Professional in the execution of the Covered Services hereunder. Design Professional shall cause all subcontracts or consultant agreements to include the provision that all subcontractors or consultants shall pay not less than the prevailing rates to all workers employed by such subcontractor or consultants in the execution of the Covered Services hereunder. Design Professional 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 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 Design Professional or any subcontractor or consultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Design Professional's fee. Design Professional 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.

11.3 PAYROLL RECORDS

11.3.1 Design Professional and all subcontractors or consultants 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 journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Design Professional or subcontractors or consultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Design Professional on the following basis:

- .1 A certified copy of an employee's payroll records shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll record 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.
- .3 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 Design Professional or subcontractors or consultants. 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 Design Professional awarded the Agreement or performing the Agreement shall not be marked or obliterated.

11.3.2 Design Professional 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. Design Professional shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and Design Professional shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of the Paragraph or with the State of California Labor Code Section 1776, Design Professional shall have 10 days in which to comply following receipt of notice specifying in what respects Design Professional must comply. Should noncompliance still be evident after the 10 day period, Design Professional 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 the Design Professional's fee.

11.4 APPRENTICES

11.4.1 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 Design Professional and subcontractors or consultants 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.

11.4.2 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.

11.4.3 When Design Professional or subcontractors or consultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Design Professional or subcontractors or consultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Design Professional or subcontractors or consultants under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers 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 each 5 hours of journeyperson work, except as permitted by law. Design Professional or subcontractors or consultants 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 journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

11.4.4 "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.

11.4.5 If Design Professional or subcontractors or consultants employ journeyworkers or apprentices in any apprenticeship craft or trade in the area of the Project site, 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 area of the Project site are contributing, Design Professional and subcontractors or consultants shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers 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. Design Professional may include the amount of such contributions in computing its compensation under the Agreement; but if Design Professional fails to do so, it shall not be entitled to any additional compensation therefore from University.

11.4.6 In the event Design Professional willfully fails to comply with this Paragraph 11.4, it will be considered in violation of the requirements of the Agreement.

11.4.7 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Design Professional or subcontractors or consultants of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

11.5 WORK DAY

11.5.1 Design Professional 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. Design Professional shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of the Agreement by Design Professional, or any subcontractors or consultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. Design Professional and each subcontractor or consultant 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.

ARTICLE 12 **EXTENT OF AGREEMENT**

12.1 **AUTHORITY OF AGREEMENT**

12.1.1 This Agreement represents the entire and integrated agreement between University and Design Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument in the form of the Amendment in the Exhibits signed by both University and Design Professional.

12.2 **EXHIBITS**

12.2.1 The following exhibits are incorporated and made part of this Agreement:

Exhibit A:	General Conditions of University's Bidding Documents; Specifications, Division 1, General Requirements
Exhibit B:	Design Professional Rate Schedule for Additional Services
Exhibit C:	Supplemental Requirements
Exhibit D:	Not Used
Exhibit E:	Not Used
Exhibit F:	Not Used
Exhibit G:	Project Program
Exhibit H:	University of California Certificate of Insurance
Exhibit I:	Amendment
Exhibit J:	Not Used
Exhibit K:	Self-Certification
Exhibit L:	Final Distribution of Contract Dollars

12.3 **THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement is intended to make the construction Contractor or any construction Subcontractor (regardless of tier), any employee or agent of the construction Contractor or any Subcontractor or any person, including any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between University and Design Professional.

ARTICLE 13 **FEDERAL AND STATE GRANTS**

In the event that a federal or state grant or other federal or state financing is used in the funding of this Project, Design Professional shall permit the funding agency or its designee access to, and grant the funding agency the right to examine documents covering the services performed under this Agreement. Design Professional shall comply with applicable federal or state agency requirements including, but not limited to, the requirements regarding hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 14 **NOTICES**

14.1 **UNIVERSITY**

14.1.1 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, or 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 address set forth on the last page of this Agreement, or by sending a facsimile of the notice to University's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

14.2 **DESIGN PROFESSIONAL**

14.2.1 Any notice may be served upon Design Professional by delivering it, in writing, to Design Professional 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 Design Professional at the address set forth on the last page of this Agreement, or by sending a facsimile of the notice to Design Professional's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

ARTICLE 15 **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon University and Design Professional 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 Design Professional without the prior written consent and approval of University.

15.1 **DESIGN PROFESSIONAL'S DEATH OR INCAPACITATION**

15.1.1 If Design Professional transacts business as an individual, upon Design Professional's death or incapacitation, University may, at its option, terminate this Agreement as of the date of such event. If so terminated, neither Design Professional nor Design Professional's estate shall have any further right to perform hereunder, and University shall pay Design Professional or the estate the compensation payable under Article 5 for any services rendered prior to this termination not theretofore paid. This compensation shall be reduced by the amount of additional costs that will be incurred by University by reason of this termination.

15.1.2 If there is more than one Design Professional, and any one of them dies or becomes incapacitated, and the others continue to render the services covered herein, University will make payments to those continuing as though there had been no

such 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 Design Professional herein if death or incapacitation befalls the last member of this group before the services under this Agreement are fully performed, then the rights set forth under subparagraph 15.1.1 shall apply.

ARTICLE 16 **TERMINATION OF AGREEMENT**

16.1 **UNIVERSITY-INITIATED TERMINATION**

16.1.1 If University determines that Design Professional 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 be effective if Design Professional 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 will have the right to withhold monies otherwise payable to Design Professional until the Project is completed. If University incurs additional costs, expenses, or other damages due to the failure of Design Professional 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 Design Professional upon completion of the Project. If the costs, expenses, or other damages incurred by University exceed the amounts withheld, Design Professional shall be liable to University for the difference.

16.1.2 University may terminate this Agreement for convenience at any time upon written notice to Design Professional, in which case University will pay Design Professional in full for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination. In ascertaining the services actually rendered 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 Design Professional. No other compensation will be payable for anticipated profit on unperformed services.

16.2 **DESIGN PROFESSIONAL-INITIATED TERMINATION**

16.2.1 Design Professional 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 Design Professional may allow, after receipt from Design Professional of a written termination notice specifying the default in performance. In the event of termination for cause by Design Professional, University will pay Design Professional in accordance with subparagraph 16.1.2.

16.3 **DOCUMENTS AND MATERIALS**

16.3.1 In the event of Agreement termination by either party for any reason, University reserves the right to receive, and Design Professional shall promptly provide to University, all Drawings, Specifications, models, and other documents, data, and materials prepared or generated by Design Professional and its subconsultants for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 16 shall not derogate from the right of University to receive and use any such documents or materials

ARTICLE 17 **STATISTICAL REPORTING**

17.1.1 At the commencement of performance, Design Professional shall complete and submit, and require each subconsultant who performs services under this Agreement to complete and submit, a certification in the form of the Self-Certification in the Exhibits. At the completion of work, Design Professional shall complete and submit a report of the distribution of compensation received under this Agreement in the form of the Final Distribution of Contract Dollars in the Exhibits.

IN WITNESS WHEREOF, UNIVERSITY and DESIGN PROFESSIONAL have executed this Agreement as of the date first written above (see Cover Page).

DESIGN PROFESSIONAL FIRM NAME: TBD

(Printed Name & Title)

By: _____

(Signature)

(Date)

DESIGN PROFESSIONAL FIRM ADDRESS: TBD

DESIGN PROFESSIONAL PHONE NUMBER: TBD

DESIGN PROFESSIONAL FACSIMILE NUMBER: TBD

DESIGN PROFESSIONAL EMPLOYER I.D.
NUMBER:

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

TBD

(Printed Name & Title)

By: _____

(Signature)

(Date)

UNIVERSITY ADDRESS:

University of California, Los Angeles
1060 Veteran Avenue
Los Angeles, CA 90095-1395

UNIVERSITY FACSIMILE NUMBER: 310 206-4247

UNIVERSITY PROJECT MANAGER: TBD

EXHIBIT A
TO THE
EXECUTIVE DESIGN PROFESSIONAL AGREEMENT
GENERAL CONDITIONS OF UNIVERSITY'S BIDDING DOCUMENTS,
SPECIFICATIONS, DIVISION 1, GENERAL REQUIREMENTS

(attached)

SAMPLE

EXHIBIT B
TO THE
EXECUTIVE DESIGN PROFESSIONAL AGREEMENT
DESIGN PROFESSIONAL RATE SCHEDULE FOR ADDITIONAL SERVICES

TBD

SAMPLE

EXHIBIT C **TO THE** **EXECUTIVE DESIGN PROFESSIONAL AGREEMENT**

SUPPLEMENTAL REQUIREMENTS

TABLE OF CONTENTS

ARTICLE 1 BASIC SERVICES - GENERAL

- 1.1 EXAMINATION OF SITE
- 1.2 PROGRAM AND BUDGET REVIEW
- 1.3 REGULATORY AGENCY REVIEWS AND APPROVALS
- 1.4 UNIVERSITY REVIEWS AND APPROVALS
- 1.5 REGENTS' DESIGN APPROVAL - NOT USED
- 1.6 CONSTRUCTION COST/VALUE CONTROL - NOT USED
- 1.7 QUALITY ASSURANCE
- 1.8 DRAWING SUBMITTAL REQUIREMENTS
- 1.9 SPECIFICATION SUBMITTAL REQUIREMENTS
- 1.10 DOCUMENT SUBMITTAL TIMING
- 1.11 CONSTRUCTION PHASING
- 1.12 PARTNERING - NOT USED
- 1.13 GREEN BUILDING DESIGN - NOT USED
- 1.14 MEETINGS

ARTICLE 2 - BASIC SERVICES - SCHEMATIC DESIGN PHASE

- 2.1 GENERAL
- 2.2 CODE ANALYSIS - NOT USED
- 2.3 ESTIMATED PROJECT CONSTRUCTION COST - NOT USED
- 2.4 AREA TABULATION - NOT USED
- 2.5 DESIGN INTENT NARRATIVE
- 2.6 MATERIAL BOARD
- 2.7 CIVIL DRAWINGS
- 2.8 LANDSCAPE DRAWINGS
- 2.9 ARCHITECTURAL DRAWINGS
- 2.10 STRUCTURAL DRAWINGS
- 2.11 PLUMBING REQUIREMENTS
- 2.12 HVAC DRAWINGS
- 2.13 ELECTRICAL DRAWINGS
- 2.14 GREEN BUILDING DESIGN - NOT USED

ARTICLE 3 - BASIC SERVICES - DESIGN DEVELOPMENT PHASE

- 3.1 GENERAL
- 3.2 CODE ANALYSIS - NOT USED
- 3.3 ESTIMATED PROJECT CONSTRUCTION COST - NOT USED
- 3.4 AREA TABULATION - NOT USED
- 3.5 DESIGN INTENT NARRATIVE
- 3.6 MATERIAL BOARD
- 3.7 CIVIL DRAWINGS
- 3.8 LANDSCAPE DRAWINGS
- 3.9 ARCHITECTURAL DRAWINGS
- 3.10 STRUCTURAL DRAWINGS
- 3.11 PLUMBING DRAWINGS
- 3.12 HVAC DRAWINGS
- 3.13 ELECTRICAL DRAWINGS AND CATALOG CUTS
- 3.14 OUTLINE SPECIFICATIONS
- 3.15 ENERGY ANALYSIS
- 3.16 SOLE SOURCE LISTING
- 3.17 EMS/HVAC AUTOMATIC TEMPERATURE CONTROLS
- 3.18 GREEN BUILDING DESIGN - NOT USED

ARTICLE 4 - BASIC SERVICES - CONSTRUCTION DOCUMENTS PHASE

- 4.1 GENERAL
- 4.2 CODE ANALYSIS - NOT USED
- 4.3 ESTIMATED PROJECT CONSTRUCTION COST - NOT USED

- 4.4 AREA TABULATION - NOT USED
- 4.5 DESIGN INTENT NARRATIVE
- 4.6 MATERIAL BOARD
- 4.7 50% COMPLETE CONSTRUCTION DOCUMENTS - NOT USED
- 4.8 ENERGY ANALYSIS
- 4.9 STRUCTURAL, MECHANICAL AND ELECTRICAL CALCULATIONS
- 4.10 UTILITY SHUT DOWN PLAN
- 4.11 SOLE SOURCE LIST
- 4.12 NOT USED
- 4.13 100% CONSTRUCTION DOCUMENTS
- 4.14 LETTER OF ASSURANCE
- 4.15 LIST OF ROOMS AND SPACES
- 4.16 100% BACKCHECK CONSTRUCTION DOCUMENTS

ARTICLE 5 - BASIC SERVICES - BIDDING PHASE

- 5.1 GENERAL
- 5.2 UNIVERSITY ADMINISTRATION
- 5.3 PRE-BID CONFERENCE AND SITE VISIT
- 5.4 BIDDERS' INQUIRIES
- 5.5 ADDENDA
- 5.6 SUBMITTAL LIST
- 5.7 PRE-AWARD CONFERENCE

ARTICLE 6 - BASIC SERVICES - CONSTRUCTION PHASE

- 6.1 GENERAL
- 6.2 CONTRACT DOCUMENTS COMPLIANCE
- 6.3 INTERPRETATION OF THE CONTRACT DOCUMENTS
- 6.4 CHANGES TO THE CONTRACT DOCUMENTS
- 6.5 CONSTRUCTION MEETINGS
- 6.6 INSPECTION
- 6.7 MATERIALS TESTING
- 6.8 MATERIALS/COLOR SCHEDULE AND MATERIALS BOARDS - NOT USED
- 6.9 COMMISSIONING PLAN
- 6.10 PUNCH LIST
- 6.11 FINAL APPROVAL AND INSPECTION ACCEPTANCE
- 6.12 REVIEW OF CONTRACTOR'S AS-BUILT DOCUMENTS
- 6.13 RECORD DOCUMENTS

ARTICLE 7 - ADDITIONAL SERVICES

- 7.1 PRELIMINARY DESIGN
- 7.2 PRE-CONSTRUCTION PHASES
- 7.3 CONSTRUCTION PHASE
- 7.4 POST-CONSTRUCTION
- 7.5 GENERAL

END OF TABLE OF CONTENTS

ARTICLE 1 - BASIC SERVICES - GENERAL

Design Professional shall provide the following services as Basic Services.

1.1 EXAMINATION OF SITE

1.1.1 At the beginning of the first applicable design phase, Design Professional and its consultants shall visit the Project site to become familiar with existing site conditions, including the site location and size, utility capacities, and connection options of external utilities. Prior to the completion of the Construction Documents, Design Professional and its consultants shall visit the Project site to coordinate their documents with current site conditions.

1.1.2 For alteration projects, visit all relevant areas of the existing buildings to be altered. Include architectural, mechanical, plumbing and electrical (including fire alarm) disciplines. Visually survey the following for consistency with the available documentation, evidence of chronic problems, and coordination with proposed new work:

- .1 Adjacent site perimeter (a minimum of 40 feet from building) for accessible path of travel, fire access, drainage conditions, and distance to adjacent buildings.
- .2 Building exterior (from the ground and roof surface).
- .3 Interior spaces including storage, circulation, mechanical, electrical and telecom rooms.
- .4 Rooftop including penthouses.
- .5 Ceiling spaces above suspended lay-in ceiling tiles at several areas representing standard conditions and in areas with atypical ceiling heights or configurations.
- .6 Concealed spaces accessible via access panel at several areas representing standard conditions and in areas with atypical concentrations of services, specifically at firewalls.

1.1.3 Notify University's Designated Administrator of rooms or areas inaccessible due to locked doors, hard-suspended ceilings, heavy furniture and equipment or critical functions. No destructive testing shall be done except by specific written approval.

1.2 PROGRAM AND BUDGET REVIEW

1.2.1 University will furnish the Project Program to Design Professional at the start of the first applicable design phase. Design Professional shall evaluate the Project's programmatic requirements, promptly call attention to any discrepancy contained therein, and request direction from University's Designated Administrator.

1.2.2 Prior to completing each applicable design phase submittal, Design Professional shall compare the submittal documents to the programmatic requirements and call to the attention of University's Designated Administrator any discrepancy contained therein and request direction. Design Professional shall be prepared to present program or design adjustment alternatives for University consideration when adjustments are needed to bring the Project scope, Project schedule, and Construction Budget into alignment.

1.3 REGULATORY AGENCY REVIEWS AND APPROVALS

1.3.1 The design and construction of University projects shall comply with the applicable laws, rules, and regulations of the California Code of Regulations (CCR). Design Professional is responsible for the design's compliance with these laws, rules and regulations. The following CCR titles contain requirements applicable to University construction work:

Title 8, Industrial Relations
Title 17, Public Health
Title 19, Public Safety
Title 20, Public Utilities and Energy
Title 21, Public Works
Title 24, California Building Standards Code
 Part 1, Building Standards Administrative Code
 Part 2, California Building Code
 Part 3, California Electrical Code
 Part 4, California Mechanical Code
 Part 5, California Plumbing Code
 Part 6, California Energy Code
 Part 7, California Elevator Safety Construction Code
 Part 8, California Historical Building Code
 Part 9, California Fire Code
 Part 10, California Code for Building Conservation
 Part 12, California State Reference Standards Code
Title 25, Housing and Community Development
Title 26, Toxics

1.3.2 Building codes, standards, federal and state legislation, and federal, state, and regional agency regulations affect University projects. In addition to the CCR titles listed above, University construction work shall also comply with the following Codes or Acts. In general, in the case of conflicts between codes, the more stringent conditions shall apply. Confirm particular instances with University's Representative.

National Fire Protection Association (NFPA)
Federal Occupational Safety and Health Act of 1970 (OSHA)
Accessibility Guidelines for the Americans with Disabilities Act, Title 24 ADAAG (ADA)
California Coastal Commission Regulations

1.3.3 University is not subject to the building ordinances and zoning requirements of local political jurisdictions; building permits are not required for on-campus projects. Off-campus projects are required to comply with all applicable local building ordinances and zoning requirements. University is not required to obtain building permits from local jurisdictions for construction on real estate owned or controlled by University. However, the design and construction of utility connections and fire-protection systems may require liaison with local jurisdictions. This liaison shall be coordinated only through University's Designated Administrator. Construction or encroachment upon city- or county-owned property is subject to local codes and permit requirements.

1.3.4 University is its own enforcement agency for all code requirements except those regarding fire code, access compliance, and medical facilities. For these code requirements, University projects are subject to plan approval and enforcement authority by the state agencies listed below. Design Professional shall obtain reviews from, submit applications to, and obtain approvals/permits from these agencies. University's Designated Administrator will arrange to pay application fees that may be required.

- .1 California Department of General Services, Division of the State Architect - Access Compliance (DSA).
- .2 Office of the State Fire Marshal (SFM).
- .3 Office of Statewide Health Planning and Development (OSHDP) - For Medical Facilities Only.
- .4 Not Used.

1.3.5 By agreement with the SFM, the effective code date for new and remodeled University building projects is the edition of the CCR, Title 24, in effect at the time of the first submittal of Preliminary Drawings (Design Development Drawings and Specifications) as defined in the State Administrative Manual. The date of receipt of this first submittal is the official "date of record" for the Project. The edition of CCR, Title 24, in effect on that date will be applied for the duration of the Project. In the event Preliminary Drawings are not submitted to the SFM regional office prior to submission of Construction Documents (defined as Working Drawings and Specifications), the edition of the CCR, Title 24, in effect on the date of receipt of the Construction Documents by the SFM regional office will apply.

1.3.6 It is recommended that preliminary State Fire Marshal (SFM), or the local designee, and Division of State Architect (DSA) reviews occur during Schematic Design (if applicable) and Design Development (if applicable). Review and approval by the SFM and DSA are required at Construction Documents completion. Design Professional shall arrange all reviews with DSA for access compliance and with SFM for fire safety and code compliance. Design Professional shall incorporate corrections required by DSA and SFM into the Contract Documents before advertisement for bid.

1.3.7 Design Professional shall assist University in making applications to, and obtain approvals/permits from the Southern California Air Quality Management District.

1.3.8 Design Professional shall incorporate the following University policies and Campus Standards where applicable to their work:

- .1 University of California Seismic Safety Policy of January 20, 1975 including revisions.
- .2 University of California Policy on Sustainable Practices, dated March 22, 2007.
- .3 Campus policies current at the execution date of this Agreement.

1.3.9 Not Used.

1.3.10 For major State-funded projects, approval of the completed Design Development documents by the State Public Works Board is required, as well as State Department of Finance approval of the completed Construction Documents.

1.4 UNIVERSITY REVIEWS AND APPROVALS

1.4.1 Each design phase is subject to review and approval by University. Project items to be reviewed include design and cost, site, seismic safety, and environmental impact.

1.4.2 Other University personnel, external consultants, or public agencies may also review Design Professional's submittals at University's discretion or as required by applicable regulations. These reviews shall not relieve Design Professional of responsibility for errors and omissions in Design Professional's work. Design Professional shall cooperate with the reviewers and participate in the reviews. Meetings to discuss University policy and legal requirements are required.

1.4.3 University's review of Drawings and related documents at the various stages of project development is intended to determine whether:

- .1 Design Professional has completed the work of that phase,
- .2 Design Professional's design satisfies University's programmatic needs,
- .3 The Project design is within the stipulated scope and Project budget, and
- .4 The Project is in conformance with University's administrative policies and procedures.

1.4.4 University will review the submitted drawings at all stages and provide written comments.

1.4.5 University will review the submitted specifications at three stages and provide written comments. The first Construction Documents submittal review will cover general issues (e.g., format and Division 1 references). The second Construction Documents submittal review covers all sections for content, consistency and completeness. The final Construction Documents review is the final review for corrections and typographical mistakes.

1.4.6 Design Professional shall respond in writing (item by item) to University's review comments using University's format.

1.4.7 **SEISMIC REVIEW:** This Project is subject to an independent seismic/structural review conducted by University and at University's expense. Design Professional shall furnish drawings and other items as necessary to describe the Project design. A review of non-structural building elements shall also be included. The review will be initiated early, preferably during Schematic Design, so that it can be performed in conjunction with the independent design and cost/value control review processes, where applicable. The review will be continued at appropriate times during the design process. Drawings and calculations will be reviewed for conformance to the most current applicable seismic design code requirements. Design Professional shall attend meetings as necessary to resolve all seismic issues.

1.4.8 Not Used.

1.4.9 ARCHITECTURAL DESIGN REVIEW: Not Used.

1.5 **REGENTS' DESIGN APPROVAL - NOT USED.**

1.6 **CONSTRUCTION COST/VALUE CONTROL - NOT USED.**

1.7 **QUALITY ASSURANCE**

1.7.1 Design Professional shall demonstrate an effective internal Quality Assurance (QA) program that results in well-coordinated and consistent submittal documents. University's preparation guidelines for drawings and specifications shall be incorporated into Design Professional's QA program.

1.7.2 University may perform or may choose to have an outside consulting firm perform a quality assurance review including plan check and/or constructability analysis on the submitted documents. Design Professional shall review the written comments produced by this review and respond to the comments (item by item) in writing. Design Professional shall attend meetings as necessary to resolve issues.

1.8 **DRAWING SUBMITTAL REQUIREMENTS**

1.8.1 Design Professional shall submit one set hardcopy and two sets of executable digital files on CD-ROM, one formatted in AutoCAD.dwg, the other as PDF. When required, hardcopies of submittals shall be on bond paper. Final Record Drawings shall be on Mylar.

1.8.2 Each copy and each disk shall be fully labeled with the Project name, Project number, date, names and contact information for the entity(ies) responsible for preparation and submittal of the files and disks, and the sequence number of the disk in the set. Files may be submitted compressed, but the decompression utility used (executable preferred) shall be fully described with directions included on the transmittal as well as in digital form. Design Professional shall provide an index of digital file drawings and their associated XREF. Unused layers and blocks shall be purged from the drawing file. Directions for restoring the directory structure shall be included, and all data necessary to plot the files, such as PCP, PNP, and CTB files, layering, pens, fonts, and color information shall be provided. Design Professional shall "bind" all plot sheets. Digital file CAD drawings shall be identical to the required hardcopy submittals.

1.8.3 The digital file name shall match the drawing number. The complexity of the files/folders shall be matched to the scale of the Project.

1.8.4 Submittal of the CAD drawing files shall be considered a legal submittal of any fonts, menus, line types, symbols (blocks or entities), and any proprietary information incorporated into the drawings. If symbols (blocks or entities) or other information is copyrighted, University will have the right to use and to distribute all such information at no cost or liability. Copyright language shall not be included on the Drawings.

1.8.5 Design Professional shall coordinate with University's Designated Administrator to insure room numbering in accordance with University requirements.

1.8.6 In addition to the standard submittal format requirements, presentation graphics materials shall be submitted to University as digital files in the .JPEG format or other photo-quality digital format.

1.8.7 Drawing Preparation Guidelines containing more detailed requirements will be provided to Design Professional at the beginning of the first applicable design phase.

1.9 **SPECIFICATION SUBMITTAL REQUIREMENTS**

1.9.1 Specifications, in CSI format, shall consist of one original one-sided set in hard copy and two sets of executable digital files on CD-ROM (one formatted in Microsoft Word [version as approved by University's Designated Administrator], the other as an

Adobe .PDF). When required, hardcopies of submittals shall be on bond paper. Each specification section shall be saved as a document file named with the corresponding Master format number (e.g., 16010.doc).

1.9.2 Design Professional shall use the format and terminology standards from the sample specification provided by University. Specifications shall be:

- .1 Complete, coordinated and consistent with each other and the drawings.
- .2 Coordinated with University's General Conditions and General Requirements.
- .3 Written for a two-party contract between University and Contractor.
- .4 Written to describe University's Representative as University's acting functionary.
- .5 Written with open specifications for material and equipment except in specifically permitted exceptions.

1.9.3 Specifications Preparation Guidelines containing more detailed examples of the application of the requirements listed above will be provided to Design Professional at the beginning of specification production.

1.9.4 Where University provides guide specifications for Design Professional's use, Design Professional shall review the sample specifications and determine the extent to which the various sections and paragraphs are applicable and the extent to which modifications are required. Where, in the opinion of Design Professional, modifications are required, Design Professional shall mark the modifications in the specifications for University attention, review, and approval. The sample specifications are not intended to limit Design Professional's discretion to specify products, materials, or construction methods and procedures. Neither the provisions of the sample specifications established by University nor Design Professional's use of the samples as a guide in preparing specifications shall derogate from Design Professional's responsibility to prepare the Construction Documents.

1.10 DOCUMENT SUBMITTAL TIMING

1.10.1 Not Used.

1.10.2 Design Professional shall submit the required documents for each applicable design phase in two parts and approximately two weeks apart, unless otherwise stipulated by University's Designated Administrator. The first part of the submittal shall include Drawings and Specifications, Design and System Narratives, and similar items. The second part of the submittal shall include items such as Special Inspections and Testing Requirements, Calculations, Sole Source List, Material Board and related information.

1.11 CONSTRUCTION PHASING

1.11.1 Construction phasing, if applicable, will require review and approval by University's Designated Administrator. Design Professional shall clearly show construction phasing requirements on the drawings and also describe them in the specifications. Design Professional shall also provide a construction phasing schedule in bar chart, or in Critical Path Method (CPM) form as an additional service.

1.12 PARTNERING - NOT USED.

1.13 GREEN BUILDING DESIGN - NOT USED.

1.14 MEETINGS

1.14.1 Design Professional shall participate in regular meetings at the Facility through each phase of the Project for the purpose of explaining the Project design, reviewing the Project progress, discussing University policy and legal requirements.

ARTICLE 2 - BASIC SERVICES - SCHEMATIC DESIGN PHASE

2.1 GENERAL

2.1.1 Not Used.

2.1.2 Design Professional shall provide a written preliminary evaluation of the Project Program and the Construction Budget requirements each in terms of the other.

2.1.3 After consultation with University's Designated Administrator, Design Professional shall conduct a Schematic Design kick-off workshop to discuss the requirements and goals described in the Project Program.

2.1.4 Shortly after the Schematic Design kick-off workshop, conduct an Integrated Design workshop addressing the Project Program and the following requirements with all of Design Professional's Consultants and University to:

- .1 Review the findings of the site analysis, program analysis and preliminary engineering analysis.
- .2 Discuss challenges and opportunities inherent in the Project.
- .3 Review design priorities.
- .4 Not Used.

2.1.5 Early in the Schematic Design phase, develop and present to University three alternative site and building designs that meet the program needs. Provide graphics or physical study models as appropriate to fully describe the designs. These materials shall be delivered to University for review and shall include digital files of graphic presentation materials.

2.1.6 For each of the three alternative designs, update the Detailed Project Program cost model by changing, adding and/or deleting cost items, adjusting control quantities, and submitting these updates with the designs.

2.1.7 Not Used.

2.1.8 Design Professional shall prepare Schematic Design studies consistent with and incorporating the Project Program requirements, including site plans (when applicable), floor plans, elevations, sections, and other drawings, sketches, or graphic materials needed to describe the Project in three dimensions. Design Professional shall also prepare TBD. Schematic studies shall be consistent with the construction budget and Project Schedule and shall be revised until approved by University as acceptable.

2.2 **CODE ANALYSIS - NOT USED.**

2.3 **ESTIMATED PROJECT CONSTRUCTION COST - NOT USED.**

2.4 **AREA TABULATION - NOT USED.**

2.5 **DESIGN INTENT NARRATIVE**

2.5.1 Design Professional shall provide a narrative description of the Project's site, architectural design, and building organizational concept. Design Professional shall set forth the design concepts and important features of the Project.

2.5.2 Not Used.

2.5.3 Design Professional shall describe the type of construction, including the wall, ceiling, roofing, and waterproofing systems; exterior and interior finishes; and doors, windows, and casework systems. The finishes shall be identified at a gross level, indicating the type and quality level. Fire safety items, including all related mechanical and electrical devices, shall be described as required by the State Fire Marshal for the intended occupancy of the building.

2.5.4 Design Professional shall submit documentation supporting the design criteria for the structural (including structural loading), HVAC, plumbing, electrical, lighting and communication systems; and other specialized building systems.

2.5.5 Design Professional shall describe the recommended structural system and the basis for recommending this system over others. Included shall be strategies for dealing with special conditions, subsurface conditions, and substructure.

2.5.6 Design Professional shall provide the basis of design and an analysis of the principles of operation of the HVAC, plumbing and electrical systems and their controls. Included shall be the schematic diagrams and written material thoroughly describing the proposed systems and equipment.

2.5.7 Design Professional shall describe the mechanical (plumbing and HVAC systems) conceptually including controls, ducts, filtration, and piping. A written analysis of the calculated loads of proposed new HVAC systems and plumbing systems, the design demands of the Project, and the capacity of the existing systems, if any, shall be provided. Design Professional shall identify the capacity of existing systems if any, based on an examination of the Facility's Record Drawings, an inspection of the existing system, and test reports.

2.5.8 Design Professional shall describe special systems including special laboratory control systems, energy management systems, fume hood and other special exhaust systems, and similar items.

2.5.9 Design Professional shall describe the proposed new electrical systems for the power, lighting, communication, fire alarm, and security systems. Indicated in sufficient detail shall be the proposed power system voltages including the main points of connection to existing systems, electrical service voltage, and number of feeders. Items to be served by emergency power shall be listed and Design Professional shall describe design considerations for special areas.

2.5.10 All of the above descriptions shall include applicable code references where not covered by the code outline.

2.6 **MATERIAL BOARD**

2.6.1 Design Professional shall provide a display board with mounted samples of the actual exterior materials proposed. The board shall be 20"H x 30"W and weigh no more than 30 pounds. The material samples shall be removable from the board without disassembling the board. The area of each sample shall roughly correspond to the proportion of that material to the other materials in the proposed building.

2.7 **CIVIL DRAWINGS**

2.7.1 Site Demolition Plan shall show existing structures and utilities to be removed by Contractor or by others.

2.7.2 Grading Plan shall show existing and proposed contours at one foot intervals.

2.7.3 Utility Plan shall show:

- .1 All existing utilities and underground structures within the Project site based on both the information provided by University and on Design Professional's field investigation.

- .2 Off-site utilities in the vicinity required for this project, and all points of connection.
- .3 Proposed points of connection to the existing Facility utility systems including the proposed method of service and routing for electrical power, chilled water, steam, domestic water, fire water, utility water, sanitary sewer, storm drain, natural gas, telephone, and fire alarm systems. Exterior pad-mounted transformers and site distribution shall be included.

2.8 LANDSCAPE DRAWINGS

- 2.8.1** Landscape Design Plan shall show conceptual hardscape and planting.

2.9 ARCHITECTURAL DRAWINGS

- 2.9.1** Site Plan shall include:

- .1 Overall dimensions of the proposed new building(s), wings, etc.
- .2 Existing structures and streets (with names) within a radius of 300 feet of the Project site perimeter with the distances from each proposed new building exterior walls to existing buildings, property lines (setbacks), and roadways.
- .3 Major new exterior elements and, for alterations and additions, all existing exterior elements that will remain in place. These elements shall include, but are not limited to streets, service drives, easements, loading docks, parking areas (cars and bicycle), paved areas, walks, stairs, ramps, pools, retaining walls, fences, fire hydrants, recycling, and trash container locations and equipment.
- .4 Elevations of building entrances and the placement of ramps and other provisions for disabled access to the site and building. Also depicted shall be the parking area and drop-off location nearest the building, and the routes and travel distances to all building entrances.

- 2.9.2** Site Sections shall be included as needed to explain changes in levels within the proposed building as related to the site.

- 2.9.3** Floor Plans shall include:

- .1 Locations, room names, sizes (in assignable square feet), and space numbers for all programmed spaces and required gross area spaces including entrances, lobbies, corridors, stairs, elevators, toilet rooms, janitors' closets, storage and mechanical/electrical equipment rooms.
- .2 Overall dimensions of major elements of the building(s).
- .3 Building elements such as walls, columns, doors, windows, openings, and major built-in equipment.
- .4 Means for complying with applicable disabled access codes.
- .5 Floor plans for additions or alterations to existing buildings shall show the existing floor plan and indicate the existing space usages and any proposed changes.

- 2.9.4** Demolition Plan (whenever a Project requires the demolition of a building or portions thereof). Design Professional shall differentiate between new work (walls, doors, finishes, and so on), existing work to be removed, and existing work to remain in place.

- 2.9.5** Sections shall be provided as needed to explain structure and unusual design features, and shall show existing and proposed grades.

- 2.9.6** Elevations shall include all elevations of the building, floor-to-floor dimensions, the overall building height, and elevations of existing neighboring buildings.

- 2.9.7** Presentation Materials as required for presentation to the Regents. Design Professional shall verify all requirements for presentation materials with University's Representative. These may include:

- .1 Colored presentation-quality drawings of all floor plans, elevations (all sides), sections, site plan, and other drawings, as appropriate.
- .2 When requested, and using 35-mm slide film, photograph the presentation drawings and samples for those projects requiring design review meetings and Regents' presentations. Return the presentation drawings to University after the slides are prepared.
- .3 Two rendered perspective drawings, compensated as an additional service, in color and large enough to convey the overall design. A normal, "eye-level" view of the Project is preferred. In some instances, a "birds-eye" view will be needed to convey the full scope of the Project. The landscape features of the site development shall be shown in a realistic manner, but shall not obscure the structure.

2.10 STRUCTURAL DRAWINGS

- 2.10.1** Design Professional shall provide a detailed written description of the recommended structural system and the basis for recommending this system over other approaches. Design Professional shall provide a conceptual structural framing plan of a typical floor that indicates the grid system (dimensioned), columns, shear walls, and related items.

2.11 PLUMBING DRAWINGS

2.11.1 Design Professional shall provide a written analysis of the calculated load demands of proposed new plumbing systems, the design demands of the Project, and the capacity of the existing plumbing systems, if any. Indicate the proposed points of connection to the existing Facility utility systems. Refer to the site plan requirements outlined in subparagraph 2.9.1 herein.

2.12 HVAC DRAWINGS

2.12.1 Design Professional shall:

- .1 Evaluate a minimum of two alternative air systems that are in compliance with energy requirements in the California Code of Regulations, Title 24, Part 6, California Energy Code and Part 4, California Mechanical Code.
- .2 Provide a written analysis of the calculated loads of proposed new HVAC systems.
- .3 Provide a conceptual single-line mechanical diagram showing major ducts and equipment. The sizes and locations of major equipment items including cooling towers, chillers, pumps, fans, air-handling units, compressors, and related items, shall be identified.
- .4 Provide a life-cycle cost analysis for each HVAC system. This analysis shall include capital cost, operating costs, maintenance costs, and anticipated level of performance, with comparisons made between the proposed system and alternative systems. Design Professional shall provide a simple payback schedule.
- .5 Provide a description of the proposed fume hood ducting and exhaust system.

2.13 ELECTRICAL DRAWINGS

2.13.1 Design Professional shall provide a conceptual single-line diagram showing permanent as well as temporary points of connection to high-voltage, telephone, and signal systems. Included shall be the:

- .1 Method of service (Facility or local utility) showing primary service to loop switch.
- .2 Major transformers and transformer substations.
- .3 Secondary service to switchboards, motor control centers, distribution boards and panel boards for power and lighting.
- .4 Major components of the emergency power system.

2.14 GREEN BUILDING DESIGN - NOT USED.

ARTICLE 3 - BASIC SERVICES - DESIGN DEVELOPMENT PHASE

3.1 GENERAL

3.1.1 Upon 100% completion of Design Development documents, Design Professional shall submit updated versions of all Schematic Design phase submittal items as well as the additional items described below. The Design Development documents shall be consistent with the Project Program (including the gross and assignable floor areas), the Construction Budget and the Project Schedule.

3.2 CODE ANALYSIS - NOT USED.

3.3 ESTIMATED PROJECT CONSTRUCTION COST - NOT USED.

3.4 AREA TABULATION - NOT USED.

3.5 DESIGN INTENT NARRATIVE

3.5.1 Design Professional shall update the Design Intent Narrative. All fire safety items including the flame spread rating of all applicable material and finishes shall be identified.

3.6 MATERIAL BOARD

3.6.1 Design Professional shall update the Material Board(s) to include samples of all finish materials listed in the materials/color schedule.

3.7 CIVIL DRAWINGS

3.7.1 Grading Plan - Design Professional shall update the plan to show the general method of site drainage as affected by each proposed building. Added shall be baseline and benchmark references and elevations of major exterior elements including those for stairways, walls, and terraces.

3.7.2 Utility Plan - Design Professional shall update the plan to indicate all utility lines, duct banks, tanks and equipment that are to be abandoned, removed, or rerouted.

3.7.3 Conceptual Staging and Bicycle Routing Plan - Design Professional shall prepare plans to indicate Contractor staging and parking areas. Impacted bicycle and pedestrian pathways and proposed rerouting shall be identified.

3.8 LANDSCAPE DRAWINGS

3.8.1 Landscape Plans shall show hardscape, planting and other improvements.

3.9 ARCHITECTURAL DRAWINGS

3.9.1 Floor Plans (with a scale of not less than 1/8-inch = 1-foot 0-inches) shall include:

- .1 Corridors (with widths)
- .2 Door swings
- .3 Locations and fire ratings of all fire separations, exit enclosures, fire doors, and similar elements, as required by applicable codes.
- .4 Accessible toilets and drinking fountains.
- .5 Plumbing fixtures such as lavatories, floor drains, water closets, urinals, service sinks, drinking fountains, eyewash fountains, deluge showers, and fire-hose cabinets.
- .6 Built-in features such as fixed auditorium seats, kitchen equipment, display cases, counters, shelves, lockers, laboratory benches, casework, glass washers, sterilizers, fume hoods, and similar items.
- .7 Movable furniture, which in most cases is "not in contract" (NIC), including "interior landscape" partitions and equipment. Differentiate between movable furniture and equipment and built-in furniture and equipment (built-in items are usually included in the construction contract).
- .8 Reference all sections and elevations.

3.9.2 Roof plan shall show associated equipment, slopes, ridges, drains, and other items.

3.9.3 Elevations shall include:

- .1 Building elements including penthouses, entrances, windows, doors, stairs, platforms, louvers, vents, exhaust stacks, retaining walls, and similar items. Indicate proposed finished grades.
- .2 Windowsill and head heights.

3.9.4 Sections shall include:

- .1 Longitudinal and transverse sections for each major area, indicating floor elevations, existing and proposed exterior grades, ceiling heights, pipe tunnels, unexcavated areas, basement areas, rooflines, and parapets. Show cuts for connections to adjoining buildings where appropriate.
- .2 Include a small-scale plan or diagram (if necessary) to indicate section lines for each elevation and section.
- .3 Provisions for HVAC distribution and hood venting.

3.9.5 Large Scale Drawings - Provide detail plans, sections, and elevations for the following types of space:

- .1 Classrooms and lecture halls.
- .2 Kitchens and related service areas.
- .3 Laboratories and laboratory support areas.
- .4 Toilet and locker rooms.
- .5 Other areas of special design with notes related to materials and design.

3.9.6 Schedules shall include:

- .1 Door schedule indicating each door type, size, material, hardware group and pertinent comments.
- .2 Window schedule indicating each window type, size, material, and pertinent comments.
- .3 Preliminary interior finish schedule indicating the material, texture, and color of each finish material proposed for use in the Project.

3.10 STRUCTURAL DRAWINGS

3.10.1 Design Professional shall provide structural plans for each level of the structure (including each foundation and roof level) at the same scale as that used for the architectural plans. Design Professional shall indicate the grid system (dimensioned), columns, load-bearing walls, shear walls, footings, and related items.

3.11 PLUMBING DRAWINGS

3.11.1 Floor Plans shall show:

- .1 Plumbing fixtures and any equipment requiring plumbing service (including pumps, tanks, generators, pressure-reducing valves, etc.) showing their locations and required piping connections.
- .2 Main waste lines and stacks and vents as well as all service mains, including those for water, air, gas, and vacuum. Plumbing chases in multi-storied buildings.
- .3 Fire water mains, standpipes and hose racks.

3.12 HVAC DRAWINGS

3.12.1 Floor Plans shall show:

- .1 Mechanical equipment including air handling units, chillers, cooling towers, pumps, converters, expansion tanks, boilers, fans, fan coil units, heat exchangers, fume hoods and other equipment.
- .2 Mains for each duct system.
- .3 Typical supply and return air zones for each type of occupancy (offices, laboratories, computer rooms, conference rooms, and special application rooms.) A typical air zone shall include the terminal unit with all applicable branch ducts and air outlets and inlets.
- .4 Typical exhaust air duct for each type of application (hoods, toilet rooms, janitors' closets, transformers, mechanical/electrical equipment rooms, and other rooms as required for a satisfactory indoor environment.) A typical duct shall include an air inlet and a source destination for exhaust air.

3.12.2 Large-Scale Drawings of Equipment Rooms shall show layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.

3.13 ELECTRICAL DRAWINGS AND CATALOG CUTS

3.13.1 Single line diagrams shall be updated to include each load center unit substation, telephone equipment rooms, and closets.

3.13.2 Floor Plans shall show layouts for power, signal, and communications on one set of drawings, and the lighting layouts shall be shown on a different set of drawings. Included shall be lighting fixtures in typical offices, laboratories, corridors, examination rooms, and similar spaces. A schedule shall be used to show detail.

3.13.3 Catalog cuts shall be provided for all proposed lighting fixtures.

3.13.4 Large-Scale Drawings shall include a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.

3.14 OUTLINE SPECIFICATIONS

3.14.1 Prior to beginning production of the specifications, Design Professional shall schedule a meeting with University's Designated Administrator and the Contract Administration staff to discuss specifications guidelines. At this meeting, University will provide guidelines for preparing specifications. Attendees at this meeting shall include Design Professional and its consultants including specifications writers.

3.14.2 Outline specifications with a detailed description of all building components and systems shall include:

- .1 An index showing all divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), narrow scope type.
- .2 All technical sections in outline specification format.
- .3 A general description of the construction, including the structural system; wall, ceiling, roofing, and waterproofing systems; exterior and interior finishes; and doors, windows, and case work. These descriptions shall include applicable code references.
- .4 Descriptions of the plumbing and HVAC systems including controls, ducts, filtration, and piping. These descriptions shall include applicable code references.
- .5 A general description of electrical services including the voltage and the number of feeders. The specifications shall provide a specific description of items to be served by emergency power and shall describe design considerations for special areas. This description shall include applicable code references.
- .6 A description of fire safety items including all mechanical and electrical devices required by the State Fire Marshal for the intended occupancy of the building.
- .7 A description of special systems including laboratory control systems, energy management systems, special exhaust systems, and similar items.

3.15 ENERGY ANALYSIS

3.15.1 Design Professional shall submit a complete performance-approach computer simulation demonstrating Title 24 energy compliance for University review and certification. Process loads shall be clearly identified and evaluated as allowed by California Code of Regulations Title 24, Part 6. Design Professional shall correct all non-complying aspects of the design, including the energy compliance approach.

3.16 SOLE SOURCE LISTING

3.16.1 Design Professional shall submit a list of each item of equipment and/or each system to be designated as sole source by the notation in the documents, "or equal (no known equal)". This list shall include the following information:

- .1 Description of each item of equipment and/or each system;
- .2 Estimated cost of each item of equipment and/or each system; and

- .3 Justification as to why each item of equipment and/or each system needs to be from a sole source. Include brief performance specifications detailing those features which, because they are unique or state-of-the-art, or the preclude use of an alternative product.

3.17 EMS/HVAC AUTOMATIC TEMPERATURE CONTROLS

3.17.1 If applicable to the scope of this Project, Design Professional shall specify automatic Energy Management System (EMS)/HVAC controls systems that communicate with and are interoperable with the campus system. University's Designated Administrator will arrange an initial meeting at the end of the Design Development phase to discuss the integration and specification of the EMS/HVAC Control System. Design Professional shall thereafter incorporate these requirements into Project design and Construction Documents.

3.18 GREEN BUILDING DESIGN - NOT USED.

ARTICLE 4 - BASIC SERVICES - CONSTRUCTION DOCUMENTS PHASE

4.1 GENERAL

4.1.1 Upon 100% and backcheck to 100% completion of Construction Documents, Design Professional shall submit updated versions of all of the required items for the Design Development phase submittal as well as the additional items described below. The Construction Documents shall be consistent with the Project Program (including the gross and assignable floor areas), the Construction Budget and the Project Schedule.

4.1.2 Prior to the 100% Construction Documents phase submittal, Design Professional and its consultants shall review University's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project. Design Professional shall include, with the 100% Construction Document phase submittal, a single marked-up set of University's Standard Specifications, Division 1, General Requirements, showing the recommended changes, if any.

4.1.3 The Drawings and Specifications shall be consistent with University's General Conditions and the Division 1 tailored for the Project, as required by subparagraph 4.1.2 herein.

4.2 CODE ANALYSIS - NOT USED.

4.3 ESTIMATED PROJECT CONSTRUCTION COST - NOT USED.

4.4 AREA TABULATION - NOT USED.

4.5 DESIGN INTENT NARRATIVE

4.5.1 Design Professional shall update the Design Intent Narrative.

4.6 MATERIAL BOARD

4.6.1 Design Professional shall update the Material Board(s).

4.7 50% COMPLETE CONSTRUCTION DOCUMENTS - NOT USED.

4.8 ENERGY ANALYSIS

4.8.1 Update the Title 24 energy compliance computer simulation specified in paragraph 3.15 herein. Submit California Energy Commission forms certifying that the design complies with the code. University, acting as the enforcement agency, is required to independently check the designs and certify that they are in compliance with the code. Any non-complying aspect of the design, as determined by University's Designated Administrator, shall be corrected by Design Professional before the design can be certified by University.

4.9 STRUCTURAL, MECHANICAL, AND ELECTRICAL CALCULATIONS

4.9.1 Design Professional shall clearly list all design criteria, assumptions, and references used. Calculations shall be arranged in a clear manner and shall include schematic diagrams and spreadsheets where necessary together with information sufficient to show compliance with all applicable codes and design standards. Calculations shall be checked and stamped by an engineer registered in the applicable discipline. Submitted calculations shall include, but not be limited to:

- .1 Structural Calculations:
- Preface with a statement outlining the basis for the structural design and indicating the manner in which the proposed building will resist vertical loads and horizontal forces.
 - Structural diagrams shall be accompanied by computations, stress diagrams and other pertinent data and shall be complete to the extent that calculations for individual structural members can be readily interpreted.
 - List assumed safe bearing pressures on soils and ultimate strengths of concrete.
 - Where unusual conditions occur, submit additional data as is pertinent.

- .2 Mechanical Calculations:
 - a. Heating and cooling load calculations.
 - b. Psychometric charts and air conditions.
 - c. Fan and coil sizing calculations and selection data.
 - d. Sizing calculations and selection data for chillers, boilers, cooling towers, heat exchangers, packaged air conditioners, etc.
 - e. Ductwork and pipe sizing calculations. (Include flows per room or coil, sizing method used and pressure drops).
 - f. Domestic/industrial hot water sizing calculations, including pump sizing.
 - g. Structural and seismic calculations for equipment supports (may be submitted with structural calculations).
- .3 Electrical Calculations:
 - a. Summary of electrical loads used in calculating transformer size.
 - b. Fault interruption calculations.
 - c. Point-by-point lighting analysis for all interior rooms and exterior areas showing light level contours graphically.
 - d. Structural and seismic calculations for equipment supports (may be submitted with structural calculations).
- .4 Plumbing, Communications, and other specialized building system calculations.

4.10 UTILITY SHUT DOWN PLAN

4.10.1 Design Professional shall provide a detailed Utility Shut Down Plan that identifies all utilities affected, how the utility is to be isolated, maximum allowable duration of interruption (if applicable) and the affected facilities for all major shut downs. Design Professional shall specify by-pass or temporary service if required to minimize disruption to University.

4.11 SOLE SOURCE LIST

4.11.1 Design Professional shall update the sole source list.

4.12 NOT USED.

4.13 100% COMPLETE CONSTRUCTION DOCUMENTS

4.13.1 Design Professional shall provide drawings, details and specifications in sufficient detail as to be deemed 100% complete and buildable. Prior to submitting the 100% Construction Documents, Design Professional and its consultants shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level:

4.13.2 Cover Sheet and Regulatory Compliance Drawings shall include:

- .1 Title sheet with index, general notes, legends, and a small-scale Facility/Project location map.
- .2 Code Compliance Calculations and Diagrams.

4.13.3 Civil Drawings shall include:

- .1 Existing civil survey.
- .2 Site demolition plan.
- .3. Site utilities plan:
 - a. Coordinate size and location for all stub outs for connection by Architectural, Mechanical, Plumbing, Electrical, etc. Indicate continuation sheet number.
 - b. Indicate identification number as provided by University's Designated Administrator on all new manholes, valve boxes, cleanouts, lift stations, etc.
 - c. Completely design steam and condensate lines, steam vaults, expansion legs, anchors and guides.
 - d. Show locations, sizes, and elevations of the site sewer, street water main, and water service into the building.
- .4 Site plan.
- .5 Rough grading plan. Show drainage structures.
- .6 Site profile sections.
- .7 Details.

4.13.4 Landscape Drawings shall include:

- .1 Finished grading plan.
- .2 Hardscape (paving) plan.
- .3 Irrigation plan.
- .4 Planting plan.
- .5 Hardscape details (walls, walks, planters, etc.).
- .6 Irrigation details.
- .7 Planting details.
- .8 Other details as appropriate.

4.13.5 Architectural Drawings shall include:

- .1 Reflected ceiling plans showing all penetrations.
- .2 Details, including the anchorage of all fixed equipment in accordance with the California Building Standards Code, Title 24, CCR, all applicable parts..

4.13.6 Structural Drawings shall include:

- .1 Plans that indicate the location, type of member, size, and material of each structural element (including existing elements on renovation projects) for foundations, floors, roofs, and any intermediate levels, including new and existing structural elements. List assumed safe bearing pressures on soils and ultimate strengths of concrete.
- .2 Schedules (beam, column and slab).
- .3 Details of all connections, assemblies, expansion joints, and similar items.
- .4 Details of the structural framing systems required to support nonstructural elements and fixed equipment.

4.13.7 Plumbing Drawings:

- .1 Floor Plans shall show:
 - a. Locations, sizes, and elevations of the building sewer, drains, waste, and waste vent stacks with connections to drains, fixtures and equipment.
 - b. Locations and sizes of hot, cold, and circulation water mains, branches, and risers from the service entrance and tanks.
 - c. Fire-extinguishing equipment such as sprinklers and wet/dry standpipes.
 - d. Locations and sizes of natural gas, vacuum and medical gas systems.
- .2 Riser diagrams for each system shall show all plumbing stacks with vents, water risers, and fixture connections for multi-story buildings; materials, gauges and sizes for all elements.
- .3 Sections shall show structural, HVAC and piping systems through congested areas.
- .4 All plumbing drawings shall indicate the complete plumbing system in detail and shall include methods for fastening equipment to the structure to resist seismic forces.

4.13.8 HVAC Drawings shall include:

- .1 Mechanical floor plans showing the complete HVAC systems including the following items:
 - a. Heating and steam mains, including branches, with pipe sizes.
 - b. Air-conditioning systems including refrigerators, water and refrigerant piping, and duct work.
 - c. Exhaust and supply ventilating systems showing duct sizes for steam or water connections and piping.
 - d. Air and piping systems, including all branches, on each floor plan.
- .2 Detailed floor plans and sections clearly indicating the work required for all mechanical equipment rooms.
- .3 Air balance schedule indicating the cubic feet per minute (CFM) of outside air, supply air, return air, and exhaust air for each air system.
- .4 Elevations of built-up fan units to ensure required airflows and access to the component parts of the units
- .5 Flow diagram for each of the following types of water systems: chilled water, condenser water, hot water and others as needed to clearly define the scope of work.
- .6 Riser diagram for each type of system (air, chilled water, heating hot water and specialty systems).
- .7 Mounting details.
- .8 Sequence of operations diagram.
- .9 A sufficient level of detail shall be provided to illustrate connections, routings, and other items in complex areas.

4.13.9 Electrical Drawings shall include:

- .1 Electrical service entrance and its service switches, the service feeds to the public service feeders, and the characteristics of the light and power currents.
- .2 Transformers and their connections, whether in the building or on the Project site.
- .3 Main switchboard, power panels, light panels and associated equipment.
- .4 Feeder and conduit sizes.
- .5 Light fixtures, receptacles, switches and power outlets.
- .6 Telephone outlets, conduits, terminal cabinets and backboards.
- .7 Complete fire alarm system including its connection to the Facility's system.
- .8 Emergency electrical power system including generator transfer switches, fuel tanks, and all auxiliaries.
- .9 Other systems as required.
- .10 Mounting details.
- .11 Electrical drawings shall indicate all components of the electrical system in place and connected to the sources of services. A sufficient level of detail shall be provided to illustrate connections, routings, and other items in complex areas. All wiring shall be final-sized. Detailed methods for fastening equipment to the structure to resist seismic forces shall be indicated. At minimum, provide the following:
 - Feeder and conduit sizes and a schedule of feeder breakers or switches, locations of all circuits, details for other systems as required.
 - Locations of light fixtures, receptacles, switches, power outlets, and all circuits.

4.13.10 Soils and Materials Testing Recommendations: Design Professional shall provide written recommendations for construction phase testing and special inspections such as soils and materials testing, welding inspections, and dewatering requirements.

4.13.11 Specifications:

- .1 Update the Specification Index.
- .2 Not Used.
- .3 Not Used.
- .4 Submit complete specifications for Divisions 2 through 16.

4.13.12 Contract Documents: University will prepare Bidding Documents including the Cover Page, Table of Contents, Advertisement for Bids, Project Directory, Instructions to Bidders, Supplementary Instructions to Bidders, Information Available to Bidders, Bid Form, Location Map(s), Geotechnical Engineering Report, Prevailing Wage Determinations, Qualifications Questionnaire, Bonds, Agreement, General Conditions, Supplemental Conditions, Equal Opportunity Documentation, Exhibits and Specifications, Division 1, General Requirements. Design Professional shall provide or assist with the following documents:

- .1 Certification Page (prepared by University, signed and stamped by Design Professional).
- .2 Project Description (furnished by Design Professional, prepared by University).
- .3 Index to the Specifications (furnished by Design Professional, prepared by University).
- .4 Specifications, Divisions 2 through 16.
- .5 List of Drawings (with dates furnished by Design Professional, prepared by University).

4.14 LETTER OF ASSURANCE

4.14.1 Upon completing the 100% Construction Documents, Design Professional shall submit to University a Letter of Assurance attesting that the documents are complete and ready to bid.

4.15 LIST OF ROOMS AND SPACES

4.15.1 Design Professional shall provide a complete listing of all rooms and spaces in a format acceptable to University's Designated Administrator.

4.16 100% BACKCHECK CONSTRUCTION DOCUMENTS

4.16.1 The 100% Backcheck submittal shall either incorporate all changes and corrections required by University and review agencies as a result of their review of the 100% Construction Documents, or be accompanied by a written statement as to why such changes were not incorporated. University may reject Design Professional's explanation and require Design Professional to make the changes or corrections to the Construction Documents as previously requested by University.

4.16.2 Unless directed otherwise in writing by University, the Construction Document phase shall not be considered complete until all required agency and University approvals have been received by Design Professional. When all University and review agency required changes or corrections have been incorporated by Design Professional, the Construction Documents will be deemed to be final and ready for bid.

4.16.3 Final Construction Drawings and the Certification page of the specifications submitted to University for bidding purposes shall be signed and stamped by Design Professional or the appropriate Design Professional's consultant.

ARTICLE 5 - BASIC SERVICES - BIDDING PHASE

5.1 GENERAL

5.1.1 Not Used.

5.1.2 Design Professional's Project Architect or Engineer shall assist University in the review and evaluation of bids if requested by University.

5.2 UNIVERSITY ADMINISTRATION

5.2.1 University will administer and coordinate the following:

- .1 Reproduction of all documents, including addenda.
- .2 Completing and placing the Advertisement for Bids.
- .3 Scheduling and coordination of pre-bid conference and site visits.
- .4 Receipt of questions from bidders and distribution of questions to Design Professional.
- .5 Receipt of addenda documents from Design Professional.
- .6 Issuance of addenda.
- .7 Receipt of Bids.
- .8 Rejection of Bids.
- .9 Bidder Protests.

.10 Contract Award and Execution.

5.3 PRE-BID CONFERENCE AND SITE VISIT

5.3.1 University's Representative will conduct, and Design Professional and its consultants shall attend and participate in pre-bid conferences and pre-bid site visits with potential bidders to help identify questions that bidders may raise during the Bidding phase. Questions from prospective Bidders shall be collected by University's Representative during these conferences and site visits. No questions shall be answered at these events which require interpretation, clarification or modifications of the Contract Documents.

5.4 BIDDERS' INQUIRIES

5.4.1 During the Bidding phase, University's Representative (or designee) will receive all requests for interpretation, clarification and modification from Bidders, and log in the date, time, and caller's name and question. University's Representative will forward this information to Design Professional. Design Professional shall submit all responses to said items to University's Representative only. Design Professional and its consultants shall not to issue any verbal or written statements regarding the Bidding Documents.

5.4.2 University's Representative sets the deadline for receiving all requests for clarification or interpretation of the Bidding Documents. Questions received after the deadline may be answered at the discretion of University's Representative.

5.5 ADDENDA

5.5.1 Interpretation, clarification, and modification of the Contract Documents shall be issued only in the form of an Addendum to the Contract Documents. Design Professional shall furnish the information required to University for issuance of Addenda.

5.5.2 Design Professional is responsible for receiving, reviewing, approving, coordinating, and incorporating addenda items received from its consultant(s) into a single addendum document prior to submitting this document to University. Addenda shall be submitted to University in the same format as the Construction Documents except as follows:

- .1 In the Specifications, all additions shall be shown in bold underline or bold italics and all deletions shown in strikethrough.
- .2 In the Drawings, all changes shall be "clouded."

5.5.3 Design Professional shall provide to University at the end of the Bidding phase the following documents with changes identified as follows. In the Specifications all additions shall be shown in bold underline or bold italics and all deletions shown in strikethrough. In the Drawings, changes shall be "clouded."

- .1 One complete set in hard copy format of Construction Drawings and Specifications that fully integrate all addenda items.
- .2 One complete set on CD-ROM of Construction Drawings and Specifications that fully integrate all addenda items.

5.6 SUBMITTAL LIST

5.6.1 Design Professional shall submit, prior to the bid date, a complete list of all submittals required by the Contract Documents listed by individual specification sections.

5.7 PRE-AWARD CONFERENCE

5.7.1 Design Professional shall, if requested by University, participate in a pre-award meeting to include review of Contractor's submittals which are received with the signed Agreement of the Construction Contract.

ARTICLE 6 - BASIC SERVICES - CONSTRUCTION PHASE

6.1 GENERAL

6.1.1 Design Professional's responsibilities shall include, but not be limited to, interpretation of the Contract Documents; periodic site observations; review of submittals; preparation of documents for proposed changes; and general consultation to University on design matters. Design Professional shall be fully responsible for all matters related to Design Professional's design and all of Design Professional's recommendations to University which are carried out by University without substantive change. Design Professional's duties shall not include administration of communications with Contractor, chairing meetings with Contractor, monitoring the schedule; negotiation of price changes; and coordination of closeout. Design Professional shall cooperate with University's Representative in University's Representative's provision of contract administration services as those services are described in the Contract Documents.

6.1.2 Except as otherwise provided in the Contract Documents or as directed by University, all written communications with Contractor shall be sent and received by University's Representative. Design Professional shall advise and consult with University's Representative and shall keep University's Representative informed of the observed progress of the Work. Design Professional shall render written or graphic interpretations and decisions that are consistent with the intent of, and reasonably inferable from, the Contract Documents; review and recommend any action to be taken regarding Contractor's required submittals; and evaluate, with University's Representative, the equivalence of proposed substitutions for materials, products, or services specified by brand or

trade names in the Contract Documents and recommend either approval or rejection of substitutions as being equal in quality, utility, and appearance.

6.1.3 Design Professional shall perform all Construction phase services in a timely manner, as required by this Agreement and the Contract Documents. Design Professional shall not delay its interpretations, decisions, reviews, or other functions pursuant to this Agreement so as to cause or contribute to a disruption of construction or a delay in completion of the Project.

6.1.4 Design Professional shall, at no cost to University, satisfactorily correct any and all errors, omissions, deficiencies, or conflicts in the Construction Documents prepared by Design Professional or Design Professional's consultants promptly upon discovery or notice. The obligations of Design Professional to correct defective or nonconforming Work shall not in any way limit any other obligations of Design Professional.

6.2 CONTRACT DOCUMENTS COMPLIANCE

6.2.1 Design Professional shall make (1) periodic on-site observations of construction as it progresses except for periods of construction downtime as approved by University in writing, and upon completion of construction and (2) off-site observations of fabricated materials and equipment when such off-site checks are specified in the Contract Documents. Observations shall be conducted deliberately and thoroughly. The frequency, duration, and extent of such observations shall be appropriate to and for: the progress, character, and complexity of the Work; design issues or questions of concern to Design Professional, its consultants, University's Representative or as noted in any inspection reports furnished to Design Professional; the observed quality of Contractor's performance during previous visits; the review of construction of crucial components of the Work; and the observation of the performance of specified or University's Representative's directed tests significant to the acceptability of crucial components of the Work. Such observations shall also be performed when reasonably requested by University.

6.2.2 Observations shall be for the purpose of ascertaining: the progress of the Work; that the character, scope, quality and detail of construction (including workmanship and materials) comply with the design expressed in the Contract Documents, University's Representative's directives, approved product data and samples and clarification drawings. Observations shall be separate from any inspections which may be provided by University. University's provision of inspection services, if any, shall not relieve Design Professional of its responsibilities under this Agreement.

University's inspectors, if any, shall be satisfactory to Design Professional and shall act under the direction of Design Professional to the extent required by law.

6.2.3 Design Professional shall have the authority to recommend rejection of Work that is defective or that does not conform to any of the following: the Contract Documents; Design Professional's directives; applicable code requirements; approved shop drawings, product data, and samples; or clarification drawings. Such rejection shall be transmitted to University's Representative in writing for communication to Contractor.

6.2.4 Design Professional shall recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents if, in Design Professional's reasonable opinion, such inspection or testing is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing.

6.2.5 Design Professional shall review inspection reports, laboratory reports, and test data to determine conformity of such data with: the design requirements expressed, implied, or depicted in the Contract Documents; approved Shop Drawings, Product Data, and Samples; and Clarification Drawings.

6.2.6 Design Professional shall also recommend to University's Representative, in writing, about actions that need to be taken by University's Representative, as determined from Design Professional Project site visits, inspection reports, laboratory reports, and test data or from Contractor proposals, or other relevant documents.

6.3 INTERPRETATION OF THE CONTRACT DOCUMENTS

6.3.1 Design Professional shall be, in the first instance, the interpreter of the design requirements of the Contract Documents and the judge of the performance thereunder.

6.3.2 Design Professional's decisions or interpretations regarding the Contract Documents, or disputes arising out of the Contract Documents shall be issued by University's Representative following University review, but shall be based upon Design Professional's independent judgment. Information regarding, or changes to, the Contract Documents shall be issued by University on University's forms (Letters of Instruction, Field Orders, and Change Orders).

6.4 CHANGES TO THE CONTRACT DOCUMENTS

6.4.1 Design Professional shall incorporate changes (issued as revision drawings with Field Orders, RFIs or Change Orders) into the Record Documents on a monthly basis during the Construction phase.

6.5 CONSTRUCTION MEETINGS

6.5.1 Pre-Construction Meeting (Kick-off): Not Used.

6.5.2 Construction Meetings: Design Professional shall attend regular construction meetings at the project site scheduled to occur WEEKLY, plus special meetings as they are deemed necessary. Design Professional's consultants shall attend as necessary.

If, through no fault of Design Professional, the total number of regular construction meetings attended exceeds TBD meetings, Design Professional shall be compensated for additional meetings in accordance with Agreement paragraph 5.2. Construction meeting notes will be prepared and distributed by University's Representative.

6.6 INSPECTION

6.6.1 Construction phase inspection will be provided and paid for by University. Design Professional shall provide technical direction to, and interpretation of, the Contract Documents for inspectors and advise these inspectors of decisions rendered.

6.6.2 The inspectors, acting under the direction of University's Representative, will:

- .1 Be responsible for milestone inspections (spot checks) to assess compliance with the requirements of the Contract Documents.
- .2 Prepare a written report following each milestone inspection. The inspector shall notify University's Representative when work that does not comply with the Contract Document requirements is observed in the field. Observed instances of noncompliance shall be noted in the inspector's report.
- .3 Comment in subsequent inspector's reports on whether or not instances of noncompliance have been corrected.
- .4 Participate in punch list inspections for beneficial occupancy, substantial completion and final completion.
- .5 Assist University's Representative in reviewing test and inspection results from testing laboratories. If University contracts for specialty inspection services, the inspector shall report the results of these inspections to University's Representative.
- .6 Not authorize deviations from the Contract Documents.
- .7 Not advise or issue directions to Contractor regarding any aspect of construction means, methods, techniques, sequences, or procedures or regarding safety programs in connection with the Project.

6.7 MATERIALS TESTING

6.7.1 University will contract with soils and materials testing laboratories upon Design Professional's recommendations and as required by the Specifications. University's Representative or University's Representative's delegate will coordinate the activities of Contractor and University's testing consultants.

6.8 MATERIALS/COLOR SCHEDULE AND MATERIALS BOARDS - NOT USED.

6.9 COMMISSIONING PLAN

6.9.1 Design Professional shall review Contractor's or University's Commissioning Plan for accurate incorporation of design intent.

6.10 PUNCH LIST

6.10.1 Design Professional and its consultants shall review the construction with University's Representative and Contractor when notified that the construction is substantially complete, and again when notified that the construction is fully complete. Design Professional shall compile a punch list indicating any lack of compliance with Contract Document requirements and submit to University's Representative. University's Representative, Design Professional, and Contractor shall also inspect the construction when Beneficial Occupancy is required by University or stipulated in the Contract Documents. Design Professional shall advise on the issuance of the Certificate of Beneficial Occupancy and the Certificate of Substantial Completion in accordance with the Contract Documents.

6.11 FINAL APPROVAL AND INSPECTION ACCEPTANCE

6.11.1 Design Professional and its consultants shall:

- .1 Assist University's Representative to review Contractor's guarantees, and operating data to assess compliance with the Contract Document requirements.
- .2 Assist University's Representative to assemble written guarantees, operating and maintenance instruction books, diagrams, and charts required of Contractor. University's Representative is responsible for verifying that all required submittals have been received.
- .3 Recommend final acceptance of the construction and shall advise University of the acceptability of the work performed by Contractor.
- .4 Advise as to readiness for occupancy and sign a statement of that advice on University's Certificate of Occupancy and Temporary Certificate of Occupancy, as appropriate.
- .5 Attend a final inspection and sign a Final Completion form.

6.12 REVIEW OF CONTRACTOR'S AS-BUILT DOCUMENTS

6.12.1 Design Professional shall review Contractor's As-Built Documents prior to or immediately following each Contractor pay request submitted to verify that Contractor's work is in compliance with the Contract Documents. Design Professional shall review Contractor's final As-Built Documents and verify University's approval of the changes shown on the As-Built Documents prior to Design Professional's preparation of the final Record Documents.

6.13 RECORD DOCUMENTS

6.13.1 Any revisions or changes that have been made during construction shall be incorporated in the Record Documents to show the As-Built condition of the Project. The Record Documents shall include the Contract Documents, Contractor prepared shop, design, and layout drawings. The Record Drawings shall include all revisions and changes made during construction both as issued by Design Professional and University and as recorded by Contractor during the course of the Project. Merely supplementing the Contract Drawings with Change Orders and Field Directive documents stamped "AS-BUILT" is not acceptable. All changes shall be transferred to the original drawings, including the revision of the CAD digital files for the Drawings, to reflect a true "As-Built" condition. The digital files and plots shall be labeled "RECORD DRAWING" with the appropriate date. Design Professional shall submit an interim set of Record Drawings at the midpoint of construction incorporating all changes to date. Design Professional shall furnish fixed line photo or ink reproducible Record Drawings (electrostatic copies are not acceptable) on 0.004" (4 mil) Mylar drafting film. The final Record Drawings shall be submitted to University within 30 days of receiving Contractor's As-Built Drawings.

ARTICLE 7 - ADDITIONAL SERVICES

Unless required to be performed as part of basic services, the services described in this Article are additional services as described in Agreement Article 3.

7.1 PRELIMINARY DESIGN

7.1.1 Provide a rough order of magnitude cost estimate based on an anticipated program, scope, schedule, and building area.

7.1.2 Provide programming services including but not limited to the following:

- .1 Meetings.
- .2 Confirm design and sustainability goals.
- .3 Review and confirm design requirements including sustainability criteria.
- .4 Conduct user interviews.
- .5 Establish and evaluate space needs and data.
- .6 Develop project schedule, delivery method and cost model.
- .7 Conduct space/cost reviews and adjustments.
- .8 Prepare programming document.

7.2 PRE-CONSTRUCTION PHASES

7.2.1 Provide analyses of University's need and formal programming documentation of the requirements of the Project.

7.2.2 Not Used.

7.2.3 Not Used.

7.2.4 Not Used.

7.2.5 Not Used.

7.2.6 Not Used.

7.2.7 Prepare revisions to the documents during the design phases when these revisions are inconsistent with data or written approvals previously given by University, excluding (1) corrections of design errors or omissions, and (2) modifications of the Construction Documents in accordance with Articles 4 and 5 and paragraph 1.4 herein.

7.2.8 Not Used.

7.2.9 Not Used.

7.2.10 Not Used.

7.2.11 Not Used.

7.2.12 Provide analyses of owning and operating costs, except as needed to prepare the energy analysis required herein.

7.2.13 Provide perspective drawings, models, and mock-ups, including slides thereof except as indicated in paragraph 2.1 herein for Schematic Design (if applicable).

7.3 CONSTRUCTION PHASE

7.3.1 Prepare drawings, specifications, supporting data, and other services in connection with Change Orders. Services shall include, but not be limited to, provision of cost and schedule analyses associated with Field and Change Orders

7.3.2 Not Used.

7.4 POST-CONSTRUCTION

7.4.1 Provide services as necessary to correct major defects or deficiencies in the Work of Contractor when such defects or deficiencies require services in excess of those reasonably expected on a project of this type, size and complexity, excluding warranty items, provided that such defects or deficiencies are not caused in whole or in part by errors or omissions on the part of Design Professional.

7.4.2 Not Used.

7.4.3 Provide services after the issuance of the final Certificate for Payment provided that these services do not relate to corrections of design errors or omissions.

7.4.4 Provide services regarding replacement of any Work damaged by fire or other cause (excluding any cause resulting from the negligent acts, errors, or omissions by Design Professional).

7.5 GENERAL

7.5.1 Provide services in connection with a public hearing, mediation, arbitration proceeding, or legal proceeding, except where Design Professional is party thereto.

7.5.2 Provide services made necessary by the termination of Contractor but only to the extent such services exceed the level of service that would have been provided in the absence of a termination of Contractor.

END OF EXHIBIT C

EXHIBIT G
TO THE
EXECUTIVE DESIGN PROFESSIONAL AGREEMENT
PROJECT PROGRAM

TBD

SAMPLE

EXHIBIT H
TO THE
EXECUTIVE DESIGN PROFESSIONAL AGREEMENT
INSURANCE

(attached)

SAMPLE

EXHIBIT I **TO THE** **EXECUTIVE DESIGN PROFESSIONAL AGREEMENT**

AMENDMENT

Order Number: {#}

Project Name: {Name}
Project Number: {Number}

Date: {date}

Design Professional (Vendor):
{TBD}

Amendment Number: {#}
(Contract ID {#})

Negotiated Lump Sum Fixed Fee: \${TBD}

A. The Agreement between the Regents of the University of California and Design Professional, is hereby amended as follows:

1. {UCLA-INSERT MODIFICATIONS 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 date indicated below.

FOR THE UNIVERSITY

By:

{Name}
{Title}

Dated

FOR THE DESIGN PROFESSIONAL

By:

Dated

EXHIBIT K **TO THE** **EXECUTIVE DESIGN PROFESSIONAL AGREEMENT**

SELF-CERTIFICATION

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 License Classification):	AVERAGE ANNUAL RECEIPTS (Preceding 3 Years)
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.

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: _____
(Printed or Type Name of Owner and/or Principal)

(Title)

a: _____
(Insert type of Business e.g. corporation, sole proprietorship, 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.

- 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.

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

EXHIBIT L
TO THE
EXECUTIVE DESIGN PROFESSIONAL AGREEMENT

FINAL DISTRIBUTION OF CONTRACT DOLLARS

Sheet No. 1 of 1

Provide the following information for each contracting party including the Design Professional and each sub regardless of tier.* Attach additional sheets if necessary.

1	2	3	4	5					6	
Full Name of Business	Street Address, City, State and ZIP	Telephone No./ Fax No	Contact Name	Business Categories					Contract Dollars	
				SBE*	DBE*	WBE*	DVBE*	N/A	Amount (\$)	Percent (%)
(DP)										0%
(Sub1)										0%
(Sub2)										0%
(Sub3)										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.

ATTACHMENT

EXECUTIVE DESIGN PROFESSIONAL / FEE GUIDELINE

The following is a guideline for determining a UC average fee for complete Basic Services:

<u>General Building Category</u>	<u>Fee for New Construction Computation Formula¹ for any construction \$ value (c)</u>
1 wet laboratory, hospital	$32/\log(\frac{c}{1000})$
2 dry laboratory, performing arts, clinic	$30/\log(\frac{c}{1000})$
3 classrm/office, library, gymnasium	$28/\log(\frac{c}{1000})$
4 multiple housing, service shop	$26/\log(\frac{c}{1000})$
5 parking structure, utility building	$24/\log(\frac{c}{1000})$

¹ This fee computation formula may be used to determine a fee % for any construction dollar value commensurate with the averages shown (for new construction); for renovation work add 2% of construction value to this calculation, e.g. —

$$32/\log(\frac{c}{1000})] +$$



