

**EXECUTIVE DESIGN PROFESSIONAL AGREEMENT**

**BETWEEN**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**AND**

**FIRM NAME**

**FOR**

**PROJECT NO. #####**

**PROJECT TITLE**

**PROJECT SUBTITLE**

**HCAI NO. #####-##-##**

**MONTH/day/year**

**EXECUTIVE DESIGN PROFESSIONAL AGREEMENT – SPECIFIC**  
**INDEX TO DOCUMENTS**

**AGREEMENT**

**EXHIBITS**

# EXECUTIVE DESIGN PROFESSIONAL AGREEMENT – SPECIFIC

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**EXECUTIVE DESIGN PROFESSIONAL AGREEMENT – SPECIFIC**

**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 {INSERT THE NAME OF THE EXECUTIVE ARCHITECT OR ENGINEER} hereinafter called "Design Professional".

{CONTINUE THE PARAGRAPH AFTER CHOOSING THE APPROPRIATE OPTION:

1. IF THE FIRM IS A CORPORATION, USE THE CORPORATE TITLE.

2. IF THE FIRM IS A PARTNERSHIP, LIST THE NAMES OF ALL OF THE PARTNERS. IF THE PARTNERSHIP IS OPERATING AS A "DOING BUSINESS AS (DBA)" FIRM, INCLUDE THE DBA NAME. FOR A GENERAL PARTNERSHIP, STIPULATE AFTER ALL LISTED NAMES THE TERM "Co-partners."

3. IF THE FIRM IS A SOLE PROPRIETORSHIP, LIST THE NAME OF THE INDIVIDUAL, FOLLOWED BY THE WORDS "An Individual." IF THE SOLE PROPRIETORSHIP IS OPERATING AS A DBA FIRM, INCLUDE THE DBA NAME.}

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 Type of Engineering in performing the services set forth in this Agreement for the following project:

**FACILITIES PLANNING AND DEVELOPMENT  
UC DAVIS HEALTH**

**PROJECT NO.: #####**

**PROJECT TITLE**

**PROJECT SUBTITLE**

**HCAI NO.: ##### -## -##**

**PROJECT DESCRIPTION:** (include approximate square footage)

**ESTIMATED CONSTRUCTION BUDGET:** \$###,###,###

## **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.

**1.1.10** Consultant/Design Professional shall pay all persons providing services and/or any labor on site, including any University location, no less than UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

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

(INSERT THE FOLLOWING LANGUAGE IF DESIGN PROFESSIONAL WAS AWARDED THE AGREEMENT THROUGH THE SHELTERED APPLICANT POOL PROGRAM)

**1.1.12** This Agreement shall be governed by the University of California Sheltered Applicant Pool program. Prior to performing services hereunder, Design Professional shall substantiate that a minimum of 51% of the work to be performed herein shall be performed by an SBE or DVBE, including any services provided by subconsultants. Design Professional and any subconsultants must complete and submit a UC Confirmation of Certification form. Design Professional's failure to meet the 51% Minimum SBE/DVBE requirement shall be reviewed by the University, and, at the University's discretion, may be cause for removal from the Sheltered Applicant Pool program.

### **1.2 DESIGN PROFESSIONAL STANDARD OF CARE**

**1.2.1** Design Professional, its officers, agents, employees, subcontractors, subconsultants 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 Design Professional's written estimate in the form specified by University in the Exhibits, of the total Construction Cost of the Project at the various stages of the design process.

**1.3.10 Facility.** The term "Facility" means the University of California, Davis Health, Facilities Design and Construction.

**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 this 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:

<b>CONSULTANT NAME</b>	<b>DISCIPLINE</b>
List the name(s) of University-Approved Consultant(s)	List discipline of each consultant

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:

**{LIST NAME OF UNIVERSITY-APPOINTED PROJECT ARCHITECT OR ENGINEER}**

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, Guarantee to Repair Period, 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 **(PERCENTAGE, e.g., 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 one year after Notice of Completion or Notice of Cessation, or in the absence of either a Notice of Completion or Notice of Cessation, one year after Final Completion.

**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, supporting data, and other services in connection with Field Orders and Change Orders as required by the Supplemental Requirements in the Exhibits.

Design Professional will be paid for these services, as Additional Services, if it (1) submits a written estimate of the cost of such service within 10 business days or less of the notification that the services are required and (2) the cost of such services do not exceed the estimated amount, as thereafter approved in writing by University. Under no circumstances will the Design Professional be entitled to additional compensation for such services for any individual Change Order without prior written approval of University.

**{FACILITY HAS THE OPTION TO USE 2.6.7 OR TO LEAVE PREPARATION OF CHANGE ORDERS AS ADDITIONAL SERVICES.}**

**2.6.7** However, no additional compensation shall be paid to Design Professional for the preparation of Change Orders, including the preparation of Drawings, Specifications, and supporting data and other services required in connection with the preparation of Change Orders until the total cumulative value (calculated by adding the absolute values of both additive and deductive changes not caused, in whole or in part, by Design Professional errors or omissions) exceeds { } percent of the Contract Sum.

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

**2.6.9** Design Professional shall review the Work at 11 months after Substantial Completion or Final Completion, as applicable, and shall make written recommendations to University for the correction of any deficiencies as required by the Supplemental Requirements in the Exhibits. Dates for inspections shall be as mutually agreed by the parties within the 11th month time frame. The number of work hours associated with the on-site review and preparation of written recommendations shall not exceed [ ] hours excluding review and preparation necessitated in whole or in part by Design Professional's errors and omissions.

## **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** Design Professional shall submit its proposed work plan for the performance of Design Professional's services within 5 calendar days following the later of (1) the execution date of this Agreement, or (2) the date on which University authorizes Design Professional to begin performing Schematic Design Phase services. Design Professional's work plan shall include without limitation, a schedule for how Design Professional will comply with the Project Schedule.

Design Professional's work plan shall include allowances for the periods of time required for University's review and approval of submissions and for approvals by authorities having jurisdiction over the Project. Design Professional's work plan, when approved by University, shall not be exceeded by Design Professional except when University and Design Professional mutually agree, in writing, to a revised Project Schedule.

**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 submittal requirements of 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.

<b>.1 Schematic Design Phase:</b>	Complete within:	<b>###</b>	weeks, plus	<b>###</b>	weeks approval time
<b>.2 Design Development Phase:</b>	Complete within:	<b>###</b>	weeks, plus	<b>###</b>	weeks approval time
<b>.3 Construction Documents Phase:</b>	Complete within:	<b>###</b>	weeks, plus	<b>###</b>	weeks 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 **\$000,000,000**, payable upon completion of each Project phase, after the review and approval by University, in accordance with the following schedule:

**NOTE: AS AN ALTERNATIVE TO PAYMENT AT THE COMPLETION OF EACH PHASE, MONTHLY PAYMENTS BASED ON THE PERCENTAGE OF COMPLETION MAY BE MADE, NOT TO EXCEED THE TOTAL FEE DUE FOR EACH PHASE.**

PHASE OR STAGE COMPLETED	PORTIONS OF TOTAL FEES TO BE PAID AT COMPLETION
Schematic Design Phase	00.00%
Design Development Phase	Increase to 00.00%
Construction Documents Phase	Increase to 00.00%
Bidding Phase (Award of Construction Contract)	Increase to 00.00% (Or a proportional percentage when a portion of the Project is awarded)
Construction Completed	Increase to 00.00%
Receipt of Design Professional's Record Documents	Increase to 00.00%
Guarantee to Repair Period Services Completed	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 **{60}** 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 **{3}** 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 **{3}** 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

**5.3.1** For Reimbursable Expenses, as described in this paragraph 5.3, only actual costs will be reimbursed in accordance with the Reimbursement Schedule in the Exhibits. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

**5.3.2** Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by Design Professional and Design Professional's consultants in the interest of the Project.

## 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, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of Design Professional's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

**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 TAX BENEFITS**

The University may seek to allocate certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code") through its agreement with the Design Professional.

1) If The University and the Internal Revenue Service (IRS) determine that Designer is eligible and shall receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that the Design Professional shall otherwise benefit financially from the monetization of the benefit, Designer hereby agrees to provide savings to The University in an amount and form to be determined when the financial benefit net of associated costs realized by Design Professional becomes ascertainable.

2) The University reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of allocating the benefit derived from the Project(s).

3) Design Professional agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such benefits derived from the Project(s) on behalf of The University.

## **ARTICLE 7 – DESIGN PROFESSIONAL'S RECORDS AND FILES**

**7.1.1** Books and records relating to this Agreement shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). University or University's authorized representative shall have access to, the right to audit and the right to copy pertinent parts of Design Professional 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.

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

**7.1.3** Design Professional shall include appropriate language in consultant's agreements to enforce the provision of paragraph 7.1.2.

## **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.

**8.1.3** **University may purchase the design of the Project from Design Professional for its then fair market value. If University purchases the design of the Project, then University may use the Drawings and Specifications as a whole or in substantial part on other projects, and Design Professional may not use the Drawings and Specifications in whole, in part, or details thereof for other projects.**

### **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 unless University has purchased the design from Design Professional in accordance with subparagraph 8.1.3.

### **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.

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.

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.

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.

The University may offset against the outstanding contract balance the amount of the University's own affirmative claims against the Design Professional provided such claims are based upon alleged breaches of this Agreement or alleged failure to conform to the professional standard care set forth in Article 1.2 of this Agreement. The University shall inform the Design Professional in writing of its intention to offset on or before exercising its right to offset under this Agreement. Within three days following receipt of such written notice, the Design Professional may elect to submit the issue of the University's intention to offset to non-binding mediation administered by the AAA. Such mediation shall take place not less than 15 days and not more than 45 days following the date that the University receives notice of Design Professional's election to mediate regarding the University's intention to offset. The University's obligation to pay any outstanding contract balance shall be stayed and tolled until the first business day following the date of the mediation concerning the University's intention to offset. If the University decides to exercise its right to offset following mediation regarding the University's intention to offset, notice of such offset shall be given to Design Professional by University in writing. If Design Professional does not demand mediation concerning the University's intention to offset, then the University's notice of its intention to offset shall be deemed notice of the decision to offset by the University. Irrespective of whether Design Professional elects to mediate the issue of the University intention to offset, Design Professional may dispute the University's decision to offset by demanding arbitration or commencing litigation pursuant to the terms of Article 9.

## **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 Indemnitor 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, attorney's 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:

<b>.1</b>	<b>Each Occurrence</b>	<b><u>\$1,000,000</u></b>
<b>.2</b>	<b>Products Completed Operations Aggregate</b>	<b><u>\$2,000,000</u></b>
<b>.3</b>	<b>Personal and Advertising Injury</b>	<b><u>\$1,000,000</u></b>
<b>.4</b>	<b>General Aggregate</b>	<b><u>\$2,000,000</u></b>

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

**10.2.3** Professional Liability Insurance, with limits of **(\$1,000,000)** per claim and **(\$2,000,000)** in the aggregate. At the option of the University and in its sole discretion, a written Authorization for a Project may require Design Professional to purchase project specific professional liability insurance for the Project as a reimbursable cost with the minimum limits specified in the written Authorization.

**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:

<b>Each Employee</b>	<b><u>\$1,000,000</u></b>
<b>Each Accident</b>	<b><u>\$1,000,000</u></b>
<b>Policy Limit</b>	<b><u>\$1,000,000</u></b>

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. If Design Professional's insurance company refuses to use the University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with Paragraph 10.2 and Special Provisions 1 through 3 on the Certificate of Insurance Exhibit. It alone constitutes evidence of insurance.

.2 Provide that coverage cannot be canceled without advance written notice to University, in accordance with policy provisions.

.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 University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Design Professional in writing, will be included as additional insureds on Design Professional's general liability policy for and relating to the Work to be performed by Design Professional and its consultants. Design Professional's general liability insurance policy shall name University as an additional insured pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance.

.5 The General Liability and the Professional Liability 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 the Design Professional pursuant to this Agreement, Design Professional shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Design Professional will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Professional also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Design

Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

## **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 Subconsultants comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, and 1775, 1776, 1777.5, and 1777.6 of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

**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 \$200 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 record 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, \$100 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 and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Design Professional bears responsibility for compliance with this section for all apprenticeable occupations.

**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 WORKDAY**

**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.

## **11.6 PATIENT HEALTH INFORMATION**

**11.6.1** Design Professional acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g., walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Design Professional shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Design Professional will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Design Professional, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Design Professional will report such actions immediately to the University Representative. Design Professional will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Design Professional will report to University Representative within five (5) days after Design Professional gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

## **11.7 INFECTIOUS ILLNESS PRECAUTIONS**

**11.7.1** The University is committed to avoiding the transmission of infectious diseases in and within the hospital. The Consultant shall inform all workers on the job site not to enter the hospital if they suspect they have a communicable illness that could be transmitted.

**11.7.2** All employees of Consultant and its Subconsultants working at the University are encouraged to have an annual influenza vaccine. During Flu Season, all of Consultant's and its Subconsultants' job site workers may be required to show verification that they received the flu vaccine.

**11.7.3** All employees of Consultant and its Subconsultants shall comply with all current COVID-19 prevention, screening, masking, vaccination, testing, and any other related requirements at the UC Davis Health project jobsite according to State and County mandates and University policies.

## **11.8 CODE OF CONDUCT**

**11.8.1** The usage of all types of two-way radio devices MUST be approved. Usage of cellular phone devices within 3 feet of any medical device is not allowed. In areas where there are signs indicating "Cell Phones Must Be Turned Off", cell phone must be POWERED OFF, not simply in vibrate or silent mode. "Airplane" mode with Wi-Fi ON is acceptable in "OFF" areas.

**11.8.2** You will be responsible for your employees conduct while on the job site, i.e. whistling, profanity, garbage, dress code, etc. You are required to inform your employees working at the construction site that the University is strongly opposed to sexual harassment and that such behavior is prohibited both by law and by University policy. It is the intention of the University to take whatever action may be needed to prevent, correct, and, if necessary, discipline behavior which violates this policy.

**11.8.3** For the health and safety of patients, visitors, volunteers, and staff; smoking, the use of smokeless tobacco products, and the use of unregulated nicotine products (e-cigarettes) is not allowed on any UC Davis owned or leased property, indoors and outdoors, including, parking lots, roadways and residential spaces. CM is responsible for enforcement of this policy with all employees, workers, vendors, suppliers, and subconsultants at the job site.

**11.8.4** You are required to establish a policy of non-discriminatory practice in all personnel actions.

**11.8.5** In accordance with UCDCM Hospital Policies and Procedures Policy ID: 2202, identification badges are required and must be worn at all times while on campus. You are required to email the Project Manager to request identification badges for all employees and subconsultants.

**11.8.6** The University prohibits and has zero tolerance for workplace violence. Any disruptive behavior, act of intimidation, threat of violence or act of violence committed against any person and or property is prohibited.

## **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 and Design Guidelines
- Exhibit B: Supplemental Requirements
- Exhibit C: Design Professional Rate Schedule for Additional Services
- Exhibit D: Reimbursement Schedule
- Exhibit E: Regulatory Agencies and Approvals Requirements
- Exhibit F: Format for Listing Rooms and Spaces
- Exhibit G: Value Engineering Program
- Exhibit H: Project Program
- Exhibit I: Constructability Analysis
- Exhibit J: Certificate of Liability Insurance
- Exhibit K: Written Order (Authorization) to Perform Services
- Exhibit L: Amendment
- Exhibit M: Confirmation of Certification

### **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.

### **12.4 SURVIVAL**

The provisions of this Agreement which by their nature survive expiration or termination of the Agreement or Final Completion of the Project or the performance of services under this Agreement, including any and all warranties, indemnities, payment obligations, and University's right to audit Design Professional's and Design Professional's consultants' books and records, shall remain in full force and effect after any expiration or termination of the Agreement or Final Completion of the Project or the performance of services under this Agreement.

## **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, and to authorized Reimbursable Expenses. 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**

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. 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, UNIVERSITY and DESIGN PROFESSIONAL have executed this Agreement as of **Month,**  
**Day, Year (see Cover Page).**

**CONSULTANT:**

**{FIRM NAME}**

By: **{NAME}**  
**{TITLE}**

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

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

CONSULTANT ADDRESS:

**Address**  
**City, State, Zip Code**

CONSULTANT TELEPHONE NUMBER:

**###-###-####**

CONSULTANT E-MAIL:

**e-mail**

**UNIVERSITY:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: Jason Nietupski  
Vice President  
UC Davis Health, Facilities Planning & Development Division

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

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

UNIVERSITY ADDRESS:

Facilities Planning & Development  
4800 2<sup>nd</sup> Avenue, Suite 3010  
Sacramento, CA 95817

UNIVERSITY TELEPHONE NUMBER:

916-734-7024

UNIVERSITY E-MAIL:

**ca@ucdavis.edu**



## **EXECUTIVE DESIGN PROFESSIONAL AGREEMENT – SPECIFIC**

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Exhibit D:	Reimbursement Schedule
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Exhibit I:	Constructability Analysis
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Exhibit L:	Amendment
Exhibit M:	Confirmation of Certification
Exhibit N:	Final Distribution of Contract Dollars

## **EXHIBIT A**

- **General Conditions of University's Construction Contracts**

Refer to the University of California Facilities Manual for the General Conditions document according to each project's construction delivery method:

<https://www.ucop.edu/facilities-manual/construction-contract-templates/index.html>

- **Campus Design Guidelines**

Refer to FD&C website at <https://health.ucdavis.edu/facilities/work-with-us/design-guidelines-and-standards>

- **Guidelines for Preparing Specifications, Drawings, Addenda**

Please contact Project Manager and/or Contracts Manager to receive the latest version of the UC Davis Health Standard Specifications and guidelines for editing specs, preparing drawings, and addenda.

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## **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 Schematic 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.

**NOTE: ADD THE FOLLOWING PARAGRAPHS FOR ALTERATION PROJECTS IN EXISTING BUILDINGS**

**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 Representative 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 Schematic Design. Design Professional shall evaluate the Project's programmatic requirements, promptly call attention to any discrepancy contained therein, and request direction from the University's Designated Administrator.

**1.2.2** Prior to completing the Schematic Design, Design Development and Construction Documents phase submittals, 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). The 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.

NFPA	National Fire Protection Association
OSHA	Federal Occupational Safety and Health Act of 1970
ADA	Accessibility Guidelines for the Americans with Disabilities Act, Title 24 ADAAG
	Other applicable codes not listed above but required for a particular project
	California Coastal Commission Regulations

**1.3.3** The 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** The 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. The 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) – {note if delegated to the campus fire department}.
- .3 Health Care Access and Information (HCAI) - For Medical Facilities Only

**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 and Design Development. Review and approval by the SFM and DSA are required at Construction Documents completion. The Design Professional shall arrange all reviews with DSA for access compliance and with SFM for fire safety and code compliance. The Design Professional shall incorporate corrections required by DSA and SFM into the Contract Documents before advertisement for bid.

**1.3.7** The Design Professional shall assist the University in making applications to, and obtain approvals/permits from the {identify local} Air Quality Management District.

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

- .1 University of California Seismic Safety Policy of March 19, 2021, including revisions.
- .2 University of California Policy on Sustainable Practices, dated March 10, 2022.
- .3 FP&D Design Guidelines current at the execution date of each project Authorization.

**1.3.9** Other authorities and fund agencies applicable to this Project include the following: (LIST)

**NOTE: FOR MAJOR STATE-FUNDED PROJECTS**

**1.3.10** 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 the 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 the Design Professional's submittals at the 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. The Design Professional shall cooperate with the reviewers and participate in the reviews.

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

- .1 The Design Professional has completed the work of that phase,
- .2 The Design Professional's design satisfies the 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** The University will review the submitted drawings at all stages and provide written comments.

**1.4.5** The 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** The Design Professional shall respond in writing (item by item) to the University's review comments using the University's format.

**NOTE:** Independent seismic review is mandatory (refer to <https://policy.ucop.edu/doc/3100156/Seismic>)

**1.4.7** The Project is subject to an independent seismic/structural review. 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.

**1.4.8** All projects require review by the {Facility's Appropriate Committee} at the end of Schematic Design. Design Professional shall verify presentation requirements with the University's Representative.

**NOTE:** An independent architectural design review shall be conducted for projects that are subject to Regents' design review

**1.4.9** This Project is subject to an independent architectural design review conducted by University and at University's expense. The design review will be performed early in the preparation of design and focus on, but not be limited to, the compatibility of the design with its setting, and the appropriateness of the design to its functional program and the Project budget. Design Professional shall cooperate with this design review. As part of the review, Design Professional shall present the current status of the design with drawings and other items as necessary to describe the Project's Design.

**NOTE:** Design review by the Regents is required on building projects with a total project cost in excess of \$5 million, except when such projects consist of the following:

- Alterations or remodeling where the exterior of the building is not materially changed, or
- Buildings or facilities located on agricultural, engineering, or other field stations, and buildings or facilities located in agricultural areas of a campus

Building projects with a total cost of less than \$5 million may be subject to Regents design review when, in the judgment of the UC President, a project merits review and approval by the Regents because of budget matters, fund-raising activities, environmental impacts, community concerns, or other reasons.

**WHEN THE PROJECT IS SUBJECT TO REGENT'S REVIEW, ADD THE FOLLOWING PARAGRAPHS:**

## **1.5 REGENTS' DESIGN APPROVAL**

**1.5.1** The Project requires design review by the Office of the President and the Regents of the University of California. The Design Professional shall provide presentation drawings, sustainable design information, and other support materials for use in the Regents' design review process (NOTE: ADD OTHER ITEMS IF REQUIRED - Examples physical models, computer-generated models, perspectives, and simulations). Drawings and written documents for presentations to the Regents shall be simple, clear and concise.

**1.5.2** Provide these materials in accordance with the Project schedule provided by University. Design Professional shall attend meetings with representatives of University regarding the presentation material for the Board of Regents.

**1.5.3** Should the Regents fail to approve the design or aspects of the design, Design Professional shall, at its own expense, revise the design unless Design Professional has been given prior written approval from University to proceed with the Design Development phase, in which case the revision of the design shall be an Additional Service in accordance with Article 7.

## **1.6 CONSTRUCTION COST/VALUE CONTROL**

**1.6.1** Throughout the Project, the Design Professional shall keep the Project's estimated construction cost within the Construction Budget and is responsible to periodically submit a current Estimated Project Construction Cost to verify that this is done. The following three processes shall be used during the Project for Construction Cost/Value Control (CVC) with the Cost Reduction process only used if the previous three are unsuccessful:

- .1 Cost Choices (CC) - Program and design choices that drive the project cost begin at programming and become more focused. Choosing what can be afforded within the budget is the first step. At the first estimate, consideration of cost choices begins and continues as the design progresses.
- .2 Life Cycle Cost Analysis (LCCA) - This identifies alternative materials and systems to evaluate by preparing an economic assessment of all significant costs of ownership over the economic life of each alternative including:
  - a. The projected initial cost of the system
  - b. Projected yearly operational and maintenance costs
  - c. Projected estimated replacement cost
  - d. Projected estimated life expectancy
  - e. Anticipated levels of performanceLCCA shall be conducted for a minimum of one alternative mechanical and one alternative lighting system. With respect to design alternatives specifically in support of the Energy Efficiency program, the Design Professional shall assist with providing cost and performance information for approximately 10 energy conservation measures or combination of measures. Contact the University's Representative for study life, utility rates, discount factors, escalation factors and benefit-to-infrastructure values. The results shall be presented in a spreadsheet format that shall identify both simple payback and present value of the evaluated options.
- .3 Value Engineering (VE) - This is when one design feature can be achieved in a different manner for the same or lower cost without compromising the aesthetic or functional value. Value engineering should also start early and run throughout the design phases. Life cycle costs should be considered along with capital costs.
- .4 Cost Reduction (CR) - This requires removing something desired from the Project. This is initiated later in the design process if the CC, LCCA and VE efforts were not successful in maintaining the Project within budget.

**1.6.2** This Project is subject to independent cost estimates conducted by an estimator designated by University and at University's expense. Design Professional shall be available to answer the estimator's questions regarding the design and to attend meetings as necessary with the estimator to reconcile Design Professional's estimate with the independent estimate. In the event that the independent estimate and the Design Professional's estimate cannot be reconciled, Design Professional's estimate shall prevail as the Estimated Project Construction Cost.

**1.6.3** Design Professional shall fully participate in University's CVC program. CVC workshops shall occur after the 50% and 95% Schematic Design phase submittals, the 95% Design Development phase submittal, and the first Construction Documents phase submittal. CVC workshops shall occur three to four weeks after the associated submittal for these phases. CVC workshops shall be scheduled by agreement between the Design Professional and the University. Agenda shall include at a minimum:



- .1 Design and Sustainability Review
- .2 Alternative Technical Solutions
- .3 Cost Evaluations
- .4 Evaluation of Alternatives
- .5 Priorities and Trade-offs (if necessary)

**1.6.4** Participants, in addition to the Design Professional and its consultants, shall include professional peers experienced with building type (selected by University and at University's expense); University's professional staff, including representatives from Facilities Management; user representatives; and others deemed appropriate by University. Design Professional and its consultants shall present and discuss the design as required by the agenda of each meeting.

**1.6.5** After each CVC session, Design Professional shall evaluate the results of the session with University and shall implement changes in the design as mutually agreed upon or as directed by University.

**1.6.6** If the Estimated Project Construction Cost at the Construction Documents phase exceeds the Construction Budget, University may, at its discretion, (1) give written approval of an increase in the Construction Budget, (2) authorize the solicitation of bids (reserving its rights under paragraph 2.5.2 of this Agreement), or (3) require Design Professional, at Design Professional's expense, to revise the Project in cooperation with University so as to reduce the Estimated Project Construction Cost to match the Construction Budget. Modifications proposed by Design Professional shall require University approval prior to incorporation into the revised documents.

## **1.7 QUALITY ASSURANCE**

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

**1.7.2** The University will 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. The Design Professional shall review the written comments produced by this review and respond to the comments (item by item) in writing. The Design Professional shall attend meetings as necessary to resolve issues.

## **1.8 DRAWING SUBMITTAL REQUIREMENTS**

**1.8.1** Design Professional shall submit documents as PDF files via UC Davis Health's Accela eServices Portal. Electronic plan review submittal requirements are available in the "User Guides" portion of the UC Davis Health Building Department website at <https://health.ucdavis.edu/facilities/work-with-us/permitting>.

**1.8.2** When specifically required, hardcopies of submittals shall be on bond paper.

**1.8.3** The digital file name shall comply with the File Naming Convention in the current version of the Electronic Plan Review Submittal User Guide at the web link provided in paragraph 1.8.1 above.

**1.8.4** Submittal of the digital 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, the 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 Facilities Planning & Development to insure room numbering in accordance with the Format for Listing Rooms and Spaces in the Exhibits.

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

## **1.9 SPECIFICATIONS SUBMITTAL REQUIREMENTS**

**1.9.1** Specifications, in CSI format, shall consist of files (one formatted in Microsoft Word, the other as pdf file). When specifically required, hardcopies of submittals shall be on bond paper.

**1.9.2** The Design Professional shall use the format and terminology standards from the UC Davis Health Design Guidelines and Standards (link provided in paragraph 1.9.4 below) provided by the University. Specifications shall be:

- .1 Complete, coordinated and consistent with each other and the drawings.
- .2 Coordinated with the University's General Conditions and General Requirements.

- .3 Written for a two-party contract between the University and the Contractor.
- .4 Written to describe the University's Representative as the University's acting functionary.
- .5 Written with open specifications for material and equipment except in specifically permitted exceptions.

**1.9.3** The UC Davis Health Design Guidelines and Standards are available at the link provided below:

<https://health.ucdavis.edu/facilities/work-with-us/design-guidelines-and-standards>

**1.9.4** The Design Professional shall review the Design Guidelines and Standards 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 Design Guidelines and Standards for University attention, review, and approval. The Design Guidelines and Standards are not intended to limit Design Professional's discretion to specify products, materials, or construction methods and procedures. Neither the provisions of the Design Guidelines and Standards established by University nor Design Professional's use of the Design Guidelines and Standards 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** Design Professionals shall make formal submittals as required herein to the University in each phase as follows:

### **a. Milestone Submittals**

- .1 Schematic Design at 95% complete
- .2 Design Development at 95% complete
- .3 Construction Documents at 50% complete

### **b. Permit Submittals**

- 1. Construction Documents at 100% complete

**1.10.2** Design Professional shall submit the required documents for each of the submittals in two parts and approximately two weeks apart. The first part of the submittal shall include Drawings and Specifications, Code Analysis, Design and System Narratives, Green Building Baseline form and similar items. The second part of the submittal shall include items such as the Area Tabulation, Special Inspections and Testing Requirements, Estimated Project Construction Cost, Calculations, Sole Source List, Material Board, and the Energy Model and related information.

## **1.11 CONSTRUCTION PHASING**

Construction phasing will require review and approval by University's Representative. 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 CPM form as an additional service.

## **1.12 PARTNERING**

University and Design Professional will cooperate and participate fully in Partnering at all levels and among all the parties involved in this Project, and at their own expense. Partnering shall mean both formal and informal interaction between and among all the parties involved in the Project, including but not limited to, University's Representatives, Design Professional, Design Professional's consultants, Construction Contractors, Subcontractors and outside entities as designated by University to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget. The requirement for Partnering shall not be construed as a change in the terms or conditions of this Agreement.

## **1.13 SUSTAINABLE PRACTICES POLICY**

**1.13.1** The Design Professional shall incorporate green building strategies into the design needed to meet the credits listed as required in the University's Sustainable Practices Policy. The Design Professional shall incorporate additional strategies into the design as needed to achieve a minimum Silver level certification under the United States Green Building Council's (USGBC) LEED program.

**1.13.2** The proposed design shall outperform Title 24 energy standards by **30%** or meet the whole-building energy performance targets listed in the Sustainable Practices Policy.

**1.13.3** Design Professional shall prepare and/or assist with the preparation of credit documentation for this program. Design Professional shall collect LEED documentation from the University for LEED credit items beyond the scope of the project and combine it with their own documentation and make the submittals to the USGBC.

#### **1.14 MEETINGS**

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.

#### **1.15 STRATEGIC SOURCING**

UC Health is a partner member of Vizient, Inc. and has access to Vizient supplier and product lists which may include discounted prices for UC Health. In preparing specifications for the project, Executive Design Professional should consider products contained on the Vizient supplier list where appropriate.

Vizient, Inc. will participate in the University's Design Review Process at (TBD) milestone(s) for the Project in order to recommend potential savings in product selection. Design Professional shall coordinate and discuss with University's Representative the incorporation of Vizient's suppliers and/or products into the Project's Specifications.

### **ARTICLE 2 - BASIC SERVICES - SCHEMATIC DESIGN PHASE**

#### **2.1 GENERAL**

**2.1.1** Design Professional shall submit items as listed below:

- .1 Items 2.2 through 2.5 and 2.7 through 2.12 upon 50% completion of the Schematic Design phase
- .2 Items 2.2 through 2.13 upon 95% completion of the Schematic Design phase
- .3 Items 2.2 through 2.14 upon 100% completion of the Schematic Design phase

**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 the 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 focusing on sustainability with all of the Design Professional's consultants and the 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 Review the Project for alignment with the University's Green Building Baseline.

**2.1.5** Early in the Schematic Design phase, develop and present to the 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 the 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.

**SUBPARAGRAPH 2.1.7 IS OPTIONAL. IF 2.1.7 IS NOT APPLICABLE RETAIN THE NUMBER AND ADD THE WORDS "NOT USED".**

**2.1.7** If requested by University, Design Professional shall review with and recommend the contracting mode best suited to the scope, project schedule, and construction budget of the Project.

**2.1.8** Design Professional shall prepare Schematic Design studies consistent with and incorporating the Project Program requirements, including site plans, floor plans, elevations, sections, and other drawings, sketches, or graphic materials needed to describe the Project in three dimensions. **{IF APPLICABLE, LIST OTHER DOCUMENTS.}** 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**

Design Professional shall prepare and submit to University an outline of applicable provisions of building codes which apply to this Project. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g., exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones). This graphic documentation of the design criteria shall be updated with each subsequent submittal.

## **2.3 ESTIMATED PROJECT CONSTRUCTION COST**

**2.3.1** For the first Schematic Design submittal, Design Professional shall update the Project Program cost model by changing, adding and/or deleting cost items and adjusting control quantities.

**2.3.2** Design Professional shall provide an estimated project construction cost based on the 95% Schematic Design submittal documents using the estimate format as described in the Cost Estimate Format in the Exhibits. Design Professional shall compare the estimate with the Construction Budget and bring any unusual cost items to the attention of the University's Designated Administrator.

## **2.4 AREA TABULATION**

Design Professional shall develop a space-by-space comparison of the Schematic Design documents' assignable square feet (ASF) with the Project program's ASF. Design Professional shall provide overall gross square feet (OGSF) and, for projects exceeding 5 million dollars, shall provide a tabulation of rentable square footage (RSF) according to specifications of the Building Owners and Managers Association. These tabulations shall be made by floor and program component and shall include totals for the building or renovated area as a whole. Design Professional shall calculate the efficiency ratios (ASF/GSF), and shall refer to the Format for Listing Rooms and Spaces in the Exhibits for the required format.

## **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** Design Professional shall include a short narrative description of the Project's sustainable design goals and features. Included shall be an update of the University's Green Building Baseline Form in the Exhibits) to reflect the project specifics. A preliminary building energy model identifying the estimated scale of the various load components and identifying potential energy and resource conservation options shall be provided. Design Professional shall complete and include the Utility Demand Worksheet available from the University's Representative.

**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**

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 the 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**

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 {Facility's Appropriate Committee} and to the Regents. Design Professional shall verify all requirements for presentation materials with the 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 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**

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** Floor Plans shall show primary risers and mechanical room space for pumping, etc.

## **2.12 HVAC DRAWINGS**

Design Professional shall 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.

## **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 ENERGY EFFICIENCY PROGRAM SUPPORT**

Design Professional shall support the University's participation in the Public Utility Commission's Nonresidential New Construction energy efficiency program (formerly Savings by Design). Design Professional shall attend meetings to identify up to ten energy conservation measures or combinations of measures for analysis. Design Professional shall provide estimated construction costs, estimated maintenance costs, estimated equipment life spans and technical information for the University's independent energy analyst.

# **ARTICLE 3 - BASIC SERVICES - DESIGN DEVELOPMENT PHASE**

## **3.1 GENERAL**

**3.1.1** 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. Design Professional shall submit as listed below:

- .1 Items 3.2 through 3.15 (excluding 3.13.3) upon 50% completion of the Design Development phase
- .2 Items 3.2 through 3.15 upon 95% completion of the Design Development phase
- .3 Items 3.2 through 3.16 upon 100% completion of the Design Development phase

### **3.2 CODE ANALYSIS**

Design Professional shall update the code outline.

### **3.3 ESTIMATED PROJECT CONSTRUCTION COST**

Design Professional shall update the estimate at the time of each submittal to include all construction components including quantities of materials and unit costs. The estimated costs shall be based on the latest documents submitted to the University.

### **3.4 AREA TABULATION**

Design Professional shall update the area tabulation.

### **3.5 DESIGN INTENT NARRATIVE**

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**

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, ductbanks, 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**

Landscape Plans shall show hardscape, planting and other improvements.

### **3.9 ARCHITECTURAL DRAWINGS**

**3.9.1** Floor Plans 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**

Design Professional shall provide structural plans for each level of the structure 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 (Part 2 of a narrow scope CSI specification.)

### **3.15 ENERGY ANALYSIS**

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 Regulation Title 24, Part 6. The simulation shall demonstrate compliance with the University's requirement to outperform Title 24 and reduce process loads as described in subparagraph 1.13.2. The Design Professional shall correct any non-complying aspect 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**

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

## **ARTICLE 4 - BASIC SERVICES - CONSTRUCTION DOCUMENTS PHASE**

### **4.1 GENERAL**

**4.1.1** 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. Design Professional shall submit as listed below:

- .1 Items 4.2 through 4.11 upon 50% completion of the Construction Documents phase
- .2 Items 4.2 through 4.9, and 4.12 upon 95% completion of the Construction Documents phase
- .3 Items 4.2 through 4.15 upon 100% completion of the Construction Documents phase
- .4 Items 4.2 through 4.16 upon backcheck to final completion of the Construction Documents phase

**4.1.2** Prior to the first 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 first Construction Document phase submittal, a single marked-up set of University's Standard Specifications, Division 1, General Requirements, showing the recommended changes.

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

#### **4.2 CODE ANALYSIS**

Design Professional shall update the code outline.

#### **4.3 ESTIMATED PROJECT CONSTRUCTION COST**

Design Professional shall update the estimate at each submittal, and shall bring any unusual cost item to the attention of University's Designated Administrator. The 100% Construction Documents estimate shall be updated by Design Professional to incorporate any additional backcheck requirements incorporated after the 100% submittal.

#### **4.4 AREA TABULATION**

Design Professional shall update the area tabulation.

#### **4.5 DESIGN INTENT NARRATIVE**

Design Professional shall update the Design Intent Narrative.

#### **4.6 MATERIAL BOARD**

Design Professional shall update the Material Board(s).

#### **4.7 DRAWINGS & SPECIFICATIONS**

**4.7.1** 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.

**4.7.2** 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 the University 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
- 4.7.3** 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
- 4.7.4** Architectural Drawings shall include:
  - .1 Reflected ceiling plans showing all penetrations
  - .2 Details
- 4.7.5** 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. 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
- 4.7.6** 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.

**4.7.7** 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 CFM (cubic feet per minute) 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

**4.7.8** 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

**4.7.9** Specifications:

- .1 Update the Specification Index.

- .2 Submit, at minimum, any six completed architectural sections from Divisions 2 through 13, one completed mechanical section from Divisions 22 or 23, and one completed electrical section from Division 26. If Division 14 is used, include one completed Section.
- .3 Update the remaining outline specifications in Divisions 2 through 33.
- .4 University will prepare its Bidding Documents including Specifications, Division 1.

#### **4.8 ENERGY ANALYSIS**

Update the Title 24 energy compliance computer simulation. Submit California Energy Commission forms, certifying that the design complies with the code and the UC Sustainable Practices Policy. The 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 the 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
  - a. 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.
  - b. 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.
  - c. List assumed safe bearing pressures on soils and ultimate strengths of concrete.
  - d. 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**

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 the University.

#### **4.11 SOLE SOURCE LIST**

Design Professional shall update the sole source list.

#### **4.12 95% CONSTRUCTION DOCUMENTS**

**4.12.1** Design Professional shall update the documents and provide additional drawings, details and all complete specification sections.

- .1 Architectural Drawings: Detail the anchorage of all fixed equipment.
- .2 Mechanical Drawings: A sufficient level of detail shall be provided to illustrate connections, routings, and other items in complex areas.
- .3 Electrical Drawings: A sufficient level of detail shall be provided to illustrate connections, routings, and other items in complex areas. All wiring shall be final-sized. Provide a schedule of feeder breakers or switches, locations of all circuits, details for other systems as required.
- .4 Soils and Materials Testing Recommendations: The Design Professional shall provide written recommendations for Construction phase testing and special inspections such as soils and materials testing, welding inspections, and dewatering requirements.

#### **4.13 100% COMPLETE CONSTRUCTION DOCUMENTS**

**4.13.1** Design Professional shall update the documents and provide additional drawings, details and specifications in sufficient detail as to be deemed 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:

- .1 Contract Documents: University will prepare Bidding Documents including Specifications Division 1. The University shall provide 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. The Design Professional shall provide or assist with the following documents:
  - a. Certification Page (prepared by the University, signed and stamped by the Design Professional)
  - b. Project Description (furnished by the Design Professional, prepared by the University)
  - c. Index to the Specifications (furnished by the Design Professional, prepared by the University)
  - d. Specifications, Divisions 2 through 33
  - e. List of Drawings (with dates furnished by the Design Professional, prepared by the University).

#### **4.14 LETTER OF ASSURANCE**

Design Professional shall submit to the University a Letter of Assurance as described in Quality Assurance in the Exhibits attesting that the documents are complete and ready to bid.

#### **4.15 LIST OF ROOMS AND SPACES**

Design Professional shall provide a complete listing of all rooms and spaces, as required in Format for Listing Rooms and Spaces in the Exhibits.

#### **4.16 BUY CLEAN CALIFORNIA ACT**

If the Construction Budget is estimated to be in excess of \$1,000,000, the Project will be subject to the University's policy on the Buy Clean California Act (California Public Contract Code Sections 3500, et seq.), Upon submittal of

the 100% Construction Documents, Design Professional shall also submit a complete list of all “eligible materials” as defined by law, that will require the submittal of an Environmental Product Declaration (EPD) listed by individual specification sections.

#### **4.17 FINAL BACKCHECK CONSTRUCTION DOCUMENTS**

**4.17.1** The final backcheck submittal shall either incorporate any changes or corrections required by University or review agencies as a result of their review of the 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.

**4.17.2** 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

**4.17.3** 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** If prequalification of construction contractors is required by University, Design Professional shall review and comment on the prequalification criteria prepared by the University.

**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** The University shall 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 the 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**

University’s Representative shall 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 the 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) shall receive all requests for interpretation, clarification and modification from Bidders, and log in the date, time, and caller’s name and question. The University’s Representative will forward this information to the Design Professional. The Design Professional and its consultants may answer general questions and collect information from Bidders, but shall not clarify intent or change the Bidding Documents verbally or in writing. The Design Professional and its consultants shall forward a copy of questions they directly received from Bidders to the University’s Representative.

**5.4.2** The University’s Representative sets the deadline for receiving all requests for clarification or interpretation of the Bidding Documents (Refer to Advertisement for Bids and Supplementary Instructions to Bidders). Questions received after the deadline may be answered at the discretion of the 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 the University for issuance of Addenda.

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

**5.5.3** Design Professional shall provide to the 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 and all deletions shown in strikethrough. In the Drawings, changes shall be "clouded."

- .1 One set of individual Construction Drawings and sections of the Specifications which were altered by Addenda.
- .2 One complete set of Construction Drawings and Specifications that fully integrate all addenda items.

## **5.6 PRE-AWARD CONFERENCE**

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

## **5.7 SUBMITTAL LIST**

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.

# **ARTICLE 6 - BASIC SERVICES - CONSTRUCTION PHASE**

## **6.1 GENERAL**

**6.1.1** The Design Professional's responsibilities shall include, but not be limited to, interpretation of the Contract Documents; periodic site observations; review of submittals; review of Environmental Product Declarations; preparation of documents for proposed changes; and general consultation to the University on design matters. The Design Professional shall be fully responsible for all matters related to the Design Professional's design and all of the Design Professional's recommendations to the University which are carried out by the University without substantive change. The 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 the University's Representative in the 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. The Design Professional shall advise and consult with University's Representative and shall keep University's Representative informed of the observed progress of the Work. The 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 the 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** The 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.

**IF THE PROJECT IS SUBJECT TO HCAI APPROVAL ADD THE FOLLOWING:**

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 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; clarification drawings; or defective Work. Such rejection shall be transmitted to the University's Representative in writing for communication to Contractor.

**6.2.4** The 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** The 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** The Design Professional shall also recommend to the 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** The 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 the University on the University's forms (Letters of Instruction, Field Orders, and Change Orders).

### **6.4 CHANGES TO THE CONTRACT DOCUMENTS**

The 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): Design Professional and its consultants shall attend and participate in a pre-construction meeting called by the University's Representative. Attendees shall include Contractor and major subcontractors, University's Designated Administrator and others as deemed necessary by the University. The Design Professional may submit items to the University's Representative for inclusion in the agenda.

**6.5.2** Construction Meetings: Design Professional shall attend regular construction meetings at the project site scheduled to occur {INSERT MEETING FREQUENCY - Example once a week, once every 2 weeks}, 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

{NUMBER} 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 the 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**

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

## **6.8 MATERIALS/COLOR SCHEDULE AND MATERIALS BOARDS**

Design Professional shall revise and update the materials/color schedule and materials boards, which were prepared during the Design Development phase and updated during the Construction Document phase, as necessary to reflect the actual manufacturers' products that have been submitted by Contractor and approved for use on the Project.

## **6.9 COMMISSIONING PLAN**

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

## **6.10 PUNCH LIST**

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. The Design Professional shall compile a punch list indicating any lack of compliance with Contract Document requirements and submit to the 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 Construction Contract Documents.

## **6.11 FINAL APPROVAL AND INSPECTION ACCEPTANCE**

**6.11.1** The 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 Attend a final inspection and sign a Final Completion form.

## **6.12 REVIEW OF CONTRACTOR'S AS-BUILT DOCUMENTS**

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 the 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**

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 the Design Professional and University and as recorded by the 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 must 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. The Design Professional shall submit an interim set of Record Drawings at the midpoint of construction incorporating all changes to date. The final Record Drawings shall be submitted to the University within 30 days of receiving the Contractor's As-Built Drawings.

Record Documents requirements:

- A. Preparation of data shall be done by person(s):
  1. Trained and experienced in the maintenance, preparation, and submittal of Record Documents.
- B. Record Documentation Submittal to include the following:
  1. Record Drawings in PDF format
  2. Record Specifications in PDF format
  3. Record Drawings in CAD format
  4. Record Design Model
- C. Record Drawings in PDF format requirements:
  1. Provide (1) PDF file per package, volume or increment.
  2. File naming: Drawings: YY\_MMDD\_University's ProjectNumber\_Record\_Dwgs
  3. Provide text (preferably 1/4" or larger) on each drawing indicating the submission date, the University's Project Number, and the term "RECORD DOCUMENTS". The text shall be the same size and general location on all sheets of the drawings and care should be taken to locate the text in a place as to not obscure text or linework on the drawings.
  4. Provide bookmarks in the following format:
    - a. Sheet Number – Sheet Name. Do not add additional categories or disciplines.
  5. Supplemental sheets: When adding a supplemental sheet containing sketches or other information that describe changes to the Contract Documents:
    - 1) Provide a two-digit numerical suffix that starts with .01 and ascends for every supplemental sheet:  
  
Example: If the supplemental sheet contains sketches that describe changes to the hypothetical sheet "A1-01" the first supplemental sheet will be numbered "A1-01.01".
    - 2) The sheet name and number are to be similar in text size and location to the sheet being supplemented.
    - 3) Include supplemental sheets in bookmarks and table of contents.

- D. Record Specifications in PDF format requirements:
1. Provide (1) PDF file per package, volume or increment.
  2. File naming: Drawings: YY\_MMDD\_University's ProjectNumber\_Record\_Spec
  3. Provide text (preferably 1/4" or larger) on the cover of the specifications indicating the submission date, the University's Project Number, and the term "RECORD DOCUMENTS".
  4. Provide bookmarks in the following format:
    - a. The first page of each section shall be bookmarked with: Section Number – Section Name.
      - 1) Exception: If a hyperlinked Table of Contents is provided bookmarks may be excluded.
- E. Record Drawings in CAD format requirements:
1. Provide (1) CAD file for each sheet.
  2. The CAD file shall match the PDF file in layout and content.
  3. Ensure all reference files "xrefs" and image attachments are included in submission.
    - a. The University recommends using eTransmit in AutoCad to package files for submission.
  4. File naming format: Sheet Number-Sheet Name
- F. Record Design Model:
1. Ensure all model, CAD file and image attachments are included in submission.
    - a. The University recommends using eTransmit in Autodesk Revit to package files for submission.

## **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 Article 3 of this Agreement.

### **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** Provide planning surveys, site evaluations, environmental studies, or comparative studies of prospective Project sites.

**7.2.3** Provide services to investigate existing conditions or facilities, to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by University beyond those reasonably and customarily provided in Basic Services except that additional information recommended by the Design Professional in accordance with paragraph 2.1.6 of this Agreement shall not entitle Design Professional to additional compensation.

**7.2.4** Provide planning services for tenant or rental spaces.

**7.2.5** Provide financial feasibility studies or other special studies.

**7.2.6** Prepare special surveys, environmental studies, and submissions required for review or approval by governmental authorities or others having jurisdiction over the Project except submittals required for approval of

the Construction Documents and as required to prepare Change Orders under basic services as stipulated in this Agreement.

**7.2.7** Prepare revisions to the documents during the Schematic Design, Design Development, and Construction Documents 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 paragraphs 1.4 and 1.6 herein.

**7.2.8** Provide services related to future facilities, systems and equipment that are not intended to be constructed during the Construction phase or that are not anticipated in the Project Program.

**7.2.9** Provide interior design and similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings and related equipment that are not included in the Construction Documents.

**7.2.10** Provide detailed quantity surveys or inventories of material, equipment, and labor.

**7.2.11** Make investigations or take inventories of materials or equipment, or make valuations and detailed appraisals of existing facilities.

**7.2.12** Provide analyses of owning and operating costs, except as needed to prepare the energy analysis required herein or to participate in Construction Cost/Value Control sessions as required by paragraph 1.6.3.

**7.2.13** Provide perspective drawings, models, and mock-ups, including slides thereof except as indicated in subparagraph 2.1 for Schematic Design and 1.5 for Regents presentation.

### **7.3 CONSTRUCTION PHASE**

**IF AGREEMENT PARAGRAPH 2.6.7 IS USED, INCLUDE THE FOLLOWING PARAGRAPH 7.3.1:**

**7.3.1** Prepare drawings, specifications, supporting data, and other services in connection with Change Orders after the percent change in the Construction Contract Sum as stated in paragraph 2.6.7 of this Agreement has been met.

**IF AGREEMENT PARAGRAPH 2.6.7 IS NOT USED, INCLUDE THE FOLLOWING PARAGRAPH 7.3.1:**

**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

**NOTE: 7.3.2 IS AN ADDITIONAL SERVICE AND NOT PART OF BASIC SERVICES.**

**7.3.2** Provide written communications with Contractor, or provide other University's Representative services as described in the Contract Documents, including but not limited to review and approval of Contractor cost, schedule or application for payment data.

### **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 the Design Professional.

**7.4.2** Provide extensive assistance in the utilization of any equipment or system; prepare operation and maintenance manuals; train personnel for operation and maintenance; and consult during operation.

**7.4.3** Provide services after the issuance of the final Certificate for Payment provided that these services do not relate to the guarantee or warranty services described in paragraph 2.6.9 of this Agreement or 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.

**EXHIBIT C**  
**DESIGN PROFESSIONAL RATE SCHEDULE FOR ADDITIONAL SERVICES**

**FIRM NAME**

**Effective Date:** Month/day/year

The rates established by this Rate Schedule are effective for all Written Orders to Perform Services (processed as Authorizations) issued while this Agreement is in effect. Revisions, if any, to the rates will be made by issuing an amended Rate Schedule with a new effective date. A Written Order to Perform Services issued prior to the effective date of any such amended Rate Schedule will be paid at the rates established in the Rate Schedule in effect at the time the Written Order to Perform Services was signed and will not be automatically increased by any such amended Rate Schedule.

The services under this Agreement will be compensated in accordance with the following Rate Schedule unless a lump-sum fee is established in the applicable Written Order to Perform Services.

<u>Title/Job Classification</u>	<u>Billable Rate (per hour)</u>
XXXXXX	\$000.00

**COMPENSATION FOR CONSULTANT AND SUB-CONSULTANT SERVICES**

The University will compensate Consultant for services performed in accordance with this Agreement, computed on the following basis:

1. Agreed-upon Lump Sum: Includes anticipated cost of Sub-consultant, with additional payment allowed for reimbursable expenses of the Consultant and Sub-consultant.
2. Rate Schedule: A maximum not-to-exceed amount will be designated in a Written Authorization for services of Consultant and Sub-consultants, with additional payment allowed for reimbursable expenses. Payments for services of Consultant shall be computed on the basis of the rates specified in the Consultant Rate Schedule incorporated into this Agreement. Rates shall not be changed without the prior written approval of the University. Rates are subject to revision annually with University approval.
  - (a) Overtime: If authorized in advance by the University, expense of overtime work requiring higher-than-regular rates will be allowed.
  - (b) Sub-consultants: Reimbursement will be made for the cost of Sub-consultants employed pursuant to services authorized under this Agreement by payment of an amount equal to the amount paid by Consultant for the services of such Sub-consultants. Fees shall be approved in advance by the University. Requests for payment must be accompanied by copies of the Sub-consultants' receipts.
3. Compensation to be paid under a Written Authorization to Perform Basic Services shall not exceed the maximum amount established in the applicable Agreement.
4. Payment to Consultant will be made monthly, subsequent to the receipt of an invoice for each individual project. For work performed for an agreed-upon lump sum, Consultant shall invoice on the basis of the percentage of work completed. For work performed on the basis of hourly rates, Consultant shall itemize the costs for each individual.
5. The University will have the right to withhold payment from Consultant for any unsatisfactory service, until such time service is performed satisfactorily.
6. All invoices shall be submitted to Capital Finance: [capitalfinance@health.ucdavis.edu](mailto:capitalfinance@health.ucdavis.edu)

## **EXHIBIT D**

### **REIMBURSEMENT SCHEDULE**

Compensation for reimbursable expenses will be allowed in addition to the fees for services, unless the Written Authorization indicates that reimbursables are included in the total amount authorized for services. **Items not specifically included in this Exhibit shall not be reimbursed without prior University approval. (Note: Sub-consultant professional services are considered a part of Consultant Services, and are, therefore, not a reimbursable expense.)**

Consultant shall submit itemized receipts, or other University-approved proof-of-payment, when requesting reimbursement. **Credit card statements, travel "itineraries", and employee expense reports are not acceptable receipts of payment.**

Consultants and Sub-consultants **shall not be reimbursed** for in-house computer time and outside computer services; costs associated with facsimile and modem communications, long distance and cellular telephone; and UCDMC parking fees.

#### **TRAVEL**

1. **Reimbursement for travel expenses shall only apply to transportation, lodging and living expenses for official travel by Consultant or Sub-consultant to project locations greater than 150 miles outside of the area of the Consultant's main office. Travel must be authorized in writing, in advance, by the University.**
2. Consultant shall not be reimbursed for travel between Consultant's own offices; travel between Consultant's offices and subconsultants' offices; and travel between Consultant's and subconsultants' offices and UC Davis Health. Excluded expenses for such travel are transportation, lodging, and per diem expenses, including bridge tolls.

Travel compensation shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of the University as follows:

**(a) Transportation:**

The UC Davis Health follows the IRS guidelines with respect to mileage reimbursements. The standard reimbursement mileage rate for the use of a car (also vans, pickups or panel trucks) for this calendar year, **2025, is \$0.70 per mile**. The IRS updates this rate annually, you will be reimbursed accordingly.

Other transportation (receipts required)\* At cost

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

**(b) Lodging: ..... At cost**

Lodging rates in excess of \$333 per night require prior University approval.

**(c) Meals & Incidental Expenses \*\*: .....**

For periods in excess of 24 hours.....At cost (\$92.00/day/person maximum)

\*\*Consultant must be on travel status for more than 12 hours in order to be reimbursed for meals in connection with a trip of less than 24 hours. Excluded from reimbursement for meals is payment for alcoholic beverages.

**The University will not reimburse Consultants for equipment – i.e., cameras, computers, furniture, etc.**

#### **POSTAGE**

Expense of postage for packages (e.g. large sets of plans, shop drawings and submittals) shall be reimbursed. Reimbursements for expense of express mail services to destinations outside a project area, or courier services require prior University approval.

Excluded from reimbursement are expense of postage and express mail services incurred in conveying documents between the Consultant's own offices, and between the Consultant and all Sub-consultants.

#### **REPRODUCTION**

Expense of outside and in-house reproductions, with the exception of reproductions made for in-house use, shall be reimbursed.

#### **PRESENTATION MATERIALS**

Expense for models, drawings, renderings, presentation materials, film and film processing, that are not required under Article I of the agreement, Consultant Services and Responsibilities, shall be reimbursed with prior University approval.

#### **EQUIPMENT RENTAL**

Expense of equipment rental, including shipping costs, where appropriate, and charges for use of Consultant-owned equipment shall be reimbursed with prior University approval.

#### **SPECIAL FEES AND PERMITS**

Expense of special fees and permits shall be reimbursed with prior University approval.

**EXHIBIT E**  
**REGULATORY AGENCIES AND APPROVALS REQUIREMENTS**

In accordance with the Executive Design Professional Agreement, of which this Exhibit is an attachment thereto, the Construction Document phase shall not be considered 100% complete until all required agency and University approvals have been received by the Design Professional.

The Design Professional shall submit applications to, and obtain approvals/permits from the following:

{LIST AGENCIES AND PERMITS/TYPES OF APPROVALS REQUIRED TIME OF AUTHORIZATION}

The University will submit applications to, and obtain approvals/permits from the following:

{LIST AGENCIES AND PERMITS/TYPES OF APPROVALS REQUIRED AT TIME OF AUTHORIZATION}



**EXHIBIT F**  
**FORMAT FOR LISTING ROOMS AND SPACES**

SPACE SUMMARY SCHEDULE								
UC DAVIS HEALTH					FIRM:			
BUILDING NAME:					DATE:			
LOCATION:								
ASF = Assignable Sq. Ft.					NSF = Non-Assignable Sq. Ft.			
GSF = Gross Sq. Ft.					EFF.FTR = Efficiency Factor			
PAGE NO.	REF. NO.	DEPARTMENT	ROOM	QTY.	ASF	TOTAL ASF	NSF	TOTAL NSF

**EXHIBIT G**  
**VALUE ENGINEERING PROGRAM**

The Design Professional listed under Basic Services, Article 2, of the Executive Design Professional Agreement and all Consultants listed under the applicable Written Order to Perform Services shall be required to participate in each Value Engineering (VE) session conducted by the University. Sessions shall occur at 95% completion of the Schematic Design Phase, 50% and 95% completion of the Design Development Phase, and 50% completion of the Construction Documents Phase. Documents described below in Items (1), (2), and (3) shall be submitted [ TBD \_\_\_\_ week(s)] prior to each scheduled Value Engineering session.

1. The Design Professional and the Design Professional's Consultants shall prepare 1 set of the most current Drawings and 1 set of the Outline Specifications for use at each VE session.
2. The Design Professional and the Design Professional's Consultants shall prepare 1 copy of a life cycle analysis of all proposed building systems, major components, and alternatives, addressing the following:
  - a. Projected initial cost of the system;
  - b. Projected yearly operational cost; and
  - c. Projected estimated replacement cost and estimated life expectancy.
3. The Design Professional shall provide 1 copy of the most current Estimated Project Construction Cost.

Following each VE session, the Design Professional shall develop a report that itemizes the VE session results of all evaluations into a prioritized listing of alternatives for discussion with University. Final decisions based upon these reports shall be incorporated into the 100% Design Development documents.

The Value Engineering sessions shall be scheduled by agreement between the Design Professional and University. Agenda items may include the following:

- ♦ Design Review
- ♦ Alternative Technical Solutions
- ♦ Cost Evaluations
- ♦ Evaluation of Alternatives
- ♦ Priorities and Trade-offs (if necessary)
- ♦ Decisions

**PARTICIPANTS** shall be Design Professional and Design Professional's Consultants; professional peers experienced with building type (selected by University); University professional staff, including representatives from Operations & Maintenance; user representatives; and others deemed appropriate by University.

**EXHIBIT H**  
**PROJECT PROGRAM**

**PROJECT PROGRAM:** **XX**

**Additional Service:** Design Professional shall prepare a functional space program including description of use, room layout room content, and square footage, and summarize on a room data sheet (Also see Exhibit F).

DRAFT

**EXHIBIT I**  
**CONSTRUCTABILITY ANALYSIS**

1. Can the Work be priced?
2. Is required technology available?
3. Are documents coordinated within and between trades?
4. Are documents complete?
5. Are specified materials and equipment available?
6. Other, specify.

Each reviewer shall list under each item any deficiencies noted during the analysis.



# CERTIFICATE OF LIABILITY INSURANCE

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

DATE (MM/DD/YYYY)

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

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

## Special Provisions:

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with **Executive Design Professional Agreement for Project No. ##### - PRISM Project Title, PRISM Contract Title.**
- The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

CERTIFICATE HOLDER: The Regents of the University of California

**Forward to:** Facilities Design & Construction  
UC Davis Medical Center  
4800 2<sup>nd</sup> Avenue, Suite 3010  
Sacramento, CA 95817  
Attention: **Contracts Group**

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

AUTHORIZED REPRESENTATIVE

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**EXHIBIT K**  
**WRITTEN ORDER (AUTHORIZATION) TO PERFORM SERVICES**

**AUTHORIZATION #**  
**EXECUTIVE DESIGN PROFESSIONAL AGREEMENT**  
**UC DAVIS HEALTH**  
**Project Name**  
**Project #**  
**Sub #**

Day/Month/Year

**FIRM NAME**  
ADDRESS  
CITY/STATE/ZIP CODE  
(XXX) XXX-XXXX  
(XXX) XXX-XXXX Fax

**AUTHORIZATION NO:**  
**SERVICE TYPE:**  
**SUBJECT:**

**DESCRIPTION OF SERVICES AUTHORIZED:**

**AGREEMENT:**

**TIME & AMOUNT AUTHORIZED:**

**APPROVED:**  
UNIVERSITY: THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

**CONSULTANT SIGNATURE:**

BY: \_\_\_\_\_  
Project Manager Date

\_\_\_\_\_  
Firm Name Date

**FUNDS APPROVED BY:**

**AUTHORIZATION FULLY EXECUTED:**

\_\_\_\_\_  
FD&C CAPITAL FINANCE Date

\_\_\_\_\_  
FD&C CAPITAL FINANCE Date

All Billings must reference the subject project and authorization number or they will be returned.

**DISTRIBUTION:**  
Consultant  
Project Manager  
FD&C Capital Finance  
File

**E-MAIL INVOICES TO:**  
[capitalfinance@health.ucdavis.edu](mailto:capitalfinance@health.ucdavis.edu)  
Capital Finance  
UCD HAS Building  
10850 White Rock Road  
Rancho Cordova, CA 95670

**EXHIBIT L**  
**AMENDMENT NO. { }**

The Agreement between the Regents of the University of California and {DESIGN PROFESSIONAL}, dated {MONTH} {DAY}, {YEAR}, to act as a Design Professional to UC Davis Health, is hereby amended as follows:

{Facility to Insert modifications to the Agreement. For example, the term of the Agreement may be extended.}

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, the UNIVERSITY and the Design Professional have executed this Amendment on the {DAY} day of {MONTH}, {YEAR}

**DESIGN PROFESSIONAL:**

{FIRM NAME}

By: {NAME}  
{TITLE}

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

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

**UNIVERSITY:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: Jason Nietupski  
Vice President  
UC Davis Health, Facilities Planning and Development Division

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

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

**EXHIBIT M**  
**CONFIRMATION OF CERTIFICATION**

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

Indicate all Business category(ies) that apply by checking the box next to the applicable category(ies), providing the Certification Agency and Certification Number along with attached proof of certification.

<input type="checkbox"/> Small Business Enterprise (SBE) - an independently owned and operated concern certified as a small business by the California Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here. <a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a>  Certifying Agency: _____  Certification Number: _____ (Attach documentation of certification to this form)
<input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) - an independently owned and operated concern certified as a DVBE by the State of California Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here. <a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a>  Certification Type: _____  Certification Number: _____ (Attach documentation of certification to this form)

The below information is being collected post-award for statistical purposes only. Please check all Business category(ies) that apply:

<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) - a business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.
<input type="checkbox"/> Women-Owned Business Enterprise (WBE) - a business concern that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business. I understand that falsely certifying the status of this business, may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

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

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

a

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

By:

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

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

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

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



**EXHIBIT N**

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

1	2	3	4	5					6	
Full Name of Business	Street Address, City and Zip	Telephone No./Fax No.	Contact Name	Business Categories				Contract Dollars		
				SBE*	DBE*	WBE*	DVBE*	N/A	Amount (\$)	Percent (%)
(C)									\$	%
(Sub 1)									\$	%
(Sub 2)									\$	%
(Sub 3)									\$	%
									\$	%
									\$	%
									\$	%
									\$	%
									\$	%
									\$	%
									\$	%
									\$	%
									\$	%
				Column 5 - Business Categories					Subtotals	
Total Contract Amount = \$				SBE = Small Business Enterprise					\$	
				DBE = Disadvantaged Business Enterprise					\$	
				WBE = Woman Business Enterprise					\$	
				DVBE = Disabled Veteran Business Enterprise					\$	