

**University of California,
Santa Barbara**



Request
for
Proposal
for the:

**Education and Social
Sciences Building**

**Testing & Inspection
Services**

Project Number:
FM 070361/ 981240

Office of Design &
Construction Services
and
Physical Facilities

January, 2007



University of California, Santa Barbara
Education and Social Sciences Building
Project Number: FM070361/981240

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Statement of Qualifications	(See Separate PDF File)



University of California, Santa Barbara
Education and Social Sciences Building
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Advertisement

Project Description

Proposals are hereby solicited from qualified construction testing and inspection firms for providing testing and inspection services for the construction of a 3 new buildings at the UCSB campus. The project scope includes construction of approximately 200,000 GSF of classrooms, conference rooms and offices. The project also includes construction of a 298 seat film theater. Two 4-story buildings are comprised of steel eccentrically braced frames above spread footings. The 2 story theater building is comprised of ordinary steel braced frames and cast-in-place concrete shear walls. The construction budget is approximately \$83,000,000. The planned date for completion of construction is July 2009.

Scope of Services

Testing and Inspection is to be performed as directed by the University Representative and in coordination with the construction contract schedule. Responsibilities include but are not limited to the following:

- Test soil compaction for building foundations
- Test soil compaction at trenching and site utilities
- Review mix designs
- Sample and test concrete
- Inspect and test masonry grout
- Provide shop welding inspection (as requested)
- Ultrasonic testing
- Continuous field welding inspection
- Continuous field welding inspection, including high strength bolts, decking and metal studs
- Test and inspect spray applied fireproofing
- Issue timely inspection and test reports

Instructions for Application

Certified ICBO Building Inspectors with qualifications that include experience in projects similar in scale and scope are encouraged to respond. The complete Request for Proposal document is available on our home page: <http://facilities.ucsb.edu/> under section: Contracts, click on Request For Proposal. For additional information contact Karl Burrelsman at (805) 893-7986. Six (6) sets of the Proposal must be returned to the attention of: Jack Wolever, Director of Design and Construction Services, University of California, Santa Barbara, CA 93106-1030 no later than 3:00 PM, February 15, 2007.



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Affirmative Action Statement

Each candidate firm will be required to show evidence of its equal employment opportunity policy. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the University.



**University of California, Santa Barbara
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Program Statement

The project will provide two buildings to house all of the Gevirtz Graduate School of Education (GGSE) and selected departments of the College of Letters and Science (L&S), including Communication, Law and Society, Sociology, and Film Studies. These buildings will include spaces to support the instruction, research and public service objectives of the academic programs and will include the Autism and Hosford Clinics, a technology center, classrooms and seminar rooms designed for teacher education, counseling and clinical psychology, demonstration facilities and related research, scholarly activity and office spaces. A Center for Film, Television and New Media (CFTVNM) will be housed primarily in a third building that will include a film theatre, production suite and support spaces.

The project will provide a total area of 124,389 asf, 206,034 ogsf. A separately donor funded project is being undertaken concurrently with this project and will provide an additional 2,060 asf, 3,536 ogsf for enlargement and enhancement of the Autism Clinic for a total area for the ESSB complex of 126,449 asf, 209,570 gsf.



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Project Site





University of California, Santa Barbara
Education and Social Sciences Building
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Project Schedule

Construction Duration – February 2007 through July 2009

- Preliminary Time Frames:
 - Underground Utilities and Foundations: March 2007 thru August 2007
 - Structural Steel: August 2007 thru January 2008
 - Fireproofing: start September 2007
 - Site Concrete: start January 2009



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Instructions to Applicants

1. Respond to the Request for Proposal and complete the Statement of Qualifications Form. The Statement of Qualifications Form must be signed by a responsible member of the firm applying for the project.
2. Provide a list of projects of similar scope and complexity along with team member’s roles, project construction budgets, etc.

Professional Service Agreement – Note any exceptions to the enclosed Agreement that would prevent your firm from executing the Agreement. We cannot accept any request to include language to limit liability with regards to insurance and/or modify the indemnification clauses. Proposal submittals shall include a separate letter affirming the intent of the proposer’s acceptance of terms and conditions contained in the Agreement (see enclosed Agreement).

Certificate of Insurance – Note any exception to the Certificate requirements and provisions that would prevent your firm from executing an Agreement. Proposal submittals shall include a separate letter affirming the intent of the proposer’s acceptance of terms and conditions contained in the Certificate of Insurance (see enclosed certificate). Minimum Insurance limits are as follows:

- General Liability: Comprehensive or Commercial Form

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
- Business Automobile Liability

Each Occurrence	\$1,000,000
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- Workers’ Compensation: as required under California State Law
- Professional Liability:

Each Occurrence	\$1,000,000
Project Aggregate	\$2,000,000

Malpractice Claims – List malpractice claims adjudicated within the last 5 years or currently pending. Identify the projects. List any lawsuits pending with the Regents of the University of California. List past lawsuits with the Regents of the University of California and indicate if a settlement was paid to the University. List any current and past UC projects, name of UC project manager and telephone number.





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Individual Experience – Submit resumes of the responsible parties and/or consultant, the Project Manager, the Principal Designer and technical consultants focusing on addition and renewal relevant experience of those individuals and university addition and renewal experience (not the collective corporate experience of the firm).

Work Location – Identify any portions of the testing and inspection scope of work that will be performed outside of the office responding to the RFP and the individuals responsible for that work.

3. Include supplementary information supporting qualifications (8 ½ x 11 format). Organization and brevity will be appreciated.
4. Return to: Jack Wolever
 Director, Design and Construction Services
 Contracting Services, Facilities Management, Building 439
 Office of Design & Construction Services
 University of California
 Santa Barbara, CA 93106-1030
5. Submit six (6) copies of all material bound into single documents.
6. Due Date: February 15, 2007, no later than 3:00 P.M.



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Selection Criteria

- **Responsiveness:** Previous experience that demonstrates success in completing projects consistent with construction schedule, budget and technical requirements
- **Proximity** to the project location or willingness to establish a local office.
- **Coordination and supervision:** Evidence of ability to provide experienced oversight and timely support to field personnel during construction.
- **Client relationships:** Recognition of the consultative processes associated with work on a University Campus.
- **Equal Opportunity.**



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Privacy Notification

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

The principal purpose for requesting the information on this form is for use in the selection process for Design Professionals commissioned by the University. University Policy authorizes maintenance of this information.

Furnishing all information requested on this form is mandatory - failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form will be used by the Office of Design & Construction, Facilities Management, University of California at Santa Barbara in consideration of commissions to Design Professionals.

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

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

Contracting Services
Office of Design & Construction Services and
Physical Facilities
University of California, Santa Barbara
Building 439
Santa Barbara, California 93106-1030





OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES
Building 439
Santa Barbara, California 93106-1030
Telephone (805) 893-3356
Fax (805) 893-8592

PROFESSIONAL SERVICE AGREEMENT

In this Agreement the consultant can perform preliminary design and consulting services for:

- A specific project regardless of fee or contract time. A project that spans multiple years and/or exceeds \$100,000 requires a job specific Agreement and must follow the Public Contract Code requirements for hiring.
- Under a 'blanket agreement' valid for 3 years for multiple projects when the total contract value does not exceed \$100,000 per calendar year.

This Agreement cannot be used for design services (schematic design through construction documents and/or construction administration).

The Consultant shall furnish the following services:

1. Act as a consultant to the University of California, Santa Barbara, to perform {DESCRIBE THE SERVICE TO BE PERFORMED ex. Planning and Programming; Cost Estimating; Schedule and Cost Analysis; etc.} as required and authorized by the University.
2. The University will authorize the Consultant to perform specific services by the issuance of a Written Authorization(s). Each Written Authorization will state the specific services to be performed, the schedule for their completion, and the method of compensation.
3. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the University.
4. Perform inspection services (if applicable).

COPYRIGHT, OWNERSHIP AND USE OF MATERIALS. All written and other tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work-made-for-hire under the Copyright Act. To the extent such Material does not qualify as a work-made-for-hire, Consultant shall assign all right, title, and interest, including, but not limited to, copyright and copyright rights in the Material to the University and shall execute any documents necessary to effectuate such an assignment. In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's or entity's name.

Drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement not withstanding, the University retains the right to receive and use any such documents or materials.

PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
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PROFESSIONAL SERVICES AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

«Consultant_Name»

THIS AGREEMENT is made on the _____ day of _____ in the year _____ between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**, a California corporation, herein after called "University" and «**Consultant_Name**», a California «Corp_etc», holder of all necessary and applicable licenses required for the performance of the services described in this Agreement, hereinafter called "Consultant", to furnish certain services upon the following terms and conditions:

I. CONSULTANT SERVICES AND RESPONSIBILITIES

A. The Consultant shall furnish the following services:

1. Act as a consultant to the University of California, Santa Barbara, to perform «**Work_to_be_performed**» as required and authorized by the University. Under this Agreement, the consultant shall not perform design services requiring production of construction documents.

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

2. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the University.
3. Perform inspection services (if applicable) as described, pursuant to Exhibit A.

II. TERM

- A. TERM OF AGREEMENT.** The period of performance shall be for a period of «**Term**» years, and may be extended by the mutual agreement of the University and the Consultant.

B. UNIVERSITY-INITIATED TERMINATION.

1. If the University determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the University may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within ten (10) days (or more, if authorized in writing by the University) after receipt of a notice of intention to terminate from the University specifying the failure in performance. If a termination for cause does occur, the University shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the University incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the University exceed the amounts withheld, the Consultant shall be liable to the University for the difference.

2. University may terminate this Agreement for convenience at any time upon written notice to Consultant, in which case University will pay Consultant for all services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement. In ascertaining the services actually rendered up to the date of termination, consideration will be given to both completed Work and Work in progress, whether delivered to University or in the possession of Consultant, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

- C. CONSULTANT-INITIATED TERMINATION.** The Consultant may terminate this Agreement for cause if the University fails to cure a material default in performance within a period of thirty (30) days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in performance. In the event of termination for cause by the Consultant, the University will pay the Consultant in accordance with Paragraph II.B.2.

III. GENERAL PROVISIONS

- A. **INDEPENDENT CONTRACTOR.** The Consultant shall perform the services hereunder as an independent contractor and not as an agent or employee of the University.
- B. **CONSULTANT HIRING.** The Consultant shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. **SUBCONSULTANTS.** The Consultant shall cooperate with other professionals employed by the University in the production of other work related to its services. Subject to approval by the University, the Consultant shall contract for or employ, at its expense, such professional subconsultants as the Consultant deems necessary for the completion of the services. The Consultant may hire the services of subconsultants with University approval in place of or in addition to those employed or retained by the Consultant. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the University and the professionals employed by the Consultant under the terms and conditions of this Agreement. The Consultant is solely responsible for payment of any subconsultants.
- D. **LEGAL AND REGULATORY COMPLIANCE.** The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.
- E. **COPYRIGHT, OWNERSHIP AND USE OF MATERIALS.**
Consultant hereby assigns to the University all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by Consultant in its performance under this Agreement and/or delivered to the University hereunder and shall execute any documents necessary to effectuate such assignment, with the exception that Consultant hereby grants to the University an irrevocable, fully-paid up, royalty-free license to use any document provided to the University including without limitation any document known as a "detail." Consultant warrants that it has the lawful right to grant the foregoing license to the University. In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to assign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's

or entity's name. Materials constitute all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. All Material furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the University retains the right to receive and use any such documents or materials any dispute regarding the amount to be paid under this Agreement notwithstanding. The foregoing provisions shall survive the term and termination of this Agreement.

F. CONSULTANT'S ACCOUNTING RECORDS. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. University or University's authorized representative shall have access to and the right to audit and the right to copy all of Consultant's books and records. Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.

G. CONFLICT OF INTEREST. The Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict between the Consultant's family, business, or financial interests (including services provided to another client) and the services provided under this Agreement, and that in the event of a change in either the private interests or services under this Agreement, any questions regarding a possible conflict of interest that may arise as a result of this change shall be disclosed in writing to the University. The Consultant shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.

H. **SUCCESSORS AND ASSIGNS.** If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the University will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and University shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination.

If there is more than one Consultant, and any one of them dies or becomes incapacitated, and the others continue to render the consulting services covered herein, the University will make payments to those continuing as though there had been no death or incapacitation; the University will not be obliged to take any account of the person who died or became incapacitated or to make any payment to this person or this person's estate. These provisions shall apply in the event of progressive or simultaneous occasions of death or incapacitation among any group of persons named as Consultant herein; if death or incapacitation befalls the last member of this group before the services of this Agreement are fully performed, then the rights shall be as if there had been only one Consultant.

This Agreement shall be binding upon the University and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the University.

I. **INFORMATION FURNISHED BY UNIVERSITY.** If required for the performance of the Consultant's services, the University will furnish information, surveys, reports, as-builts, and other materials at the University's expense.

J. **STATISTICAL REPORTING.** At the commencement of performance, Consultant shall complete and submit, and require each Subconsultant who performs services under this Agreement to complete and submit a Self-Certification on the form contained in the Exhibits. At the completion of work and prior to final payment, Consultant shall complete and submit a Final Distribution of Contract Dollars under this Agreement on the form contained in the Exhibits.

K. **CONFIDENTIALITY.** The Consultant shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Consultant by the University and followed by a written

communication within thirty (30) days that said information shall be considered Confidential Information. This nondisclosure provision shall not apply to any of the following:

1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant; or
3. Is obtained lawfully from a third party.

IV. COMPENSATION

A.1 Compensation payable by University under this Agreement shall not exceed the maximum amount of \$300,000 in a three-year period (equating to \$100,000.00 per 12-month period).

OR:

A.2 Compensation payable by University under this Agreement shall not exceed \$100,000.00.

B. The University will have the right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

C. The University will compensate the Consultant for the scope of services provided in accordance with this Agreement, computed as follows:

1. For each written authorization, a maximum payment shall be established that shall not be exceeded without the prior written approval of the University.
2. All fees shall be in accordance with the Consultant Rate Schedule contained in the Exhibits. Unless otherwise provided in the Consultant Rate Schedule, rates shall not be changed except in accordance with paragraph VIIIA. Alternatively, a lump-sum fee may be negotiated.
3. Payments to the Consultant shall be made monthly, subsequent to the University's receipt of an invoice itemizing the fees and reimbursable expenses or each written authorization for the month invoiced. Invoices shall be sent to the following addresses:
Facilities Management, Building 439 - Accounts Payable
University of California Santa Barbara
Santa Barbara, CA 93106
4. Reimbursable Expenses are actual expenditures made by the Consultant and the Consultant's employees and subconsultants in accordance with the "Reimbursement Schedule" contained in the Exhibits. Such reimbursable expenses will be paid in addition to the fee for Services under this Agreement.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

1. Consultant shall indemnify, defend and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultant's other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Consultant, its officers, agents, employees, subcontractors, subconsultants or any person or entity for whom Consultant is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.
2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by University except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.
3. Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.
4. Nothing in this Agreement, including the provisions of this Article V shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE

1. **Insurance Requirements.** Consultant, at Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under Paragraph V.B. shall not in any way limit the liability of the Consultant.
 - a. Commercial-Form General Liability Insurance with coverage and minimum limits as follows:
 - i. Each Occurrence \$1,000,000
 - ii. Products Completed, Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. General Aggregate \$1,000,000
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000.00 per accident.
 - c. Professional Liability Insurance, with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.
 - d. If the above insurance (Subparagraphs V.B.1.a - V.B.1.c) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Completion of the services authorized pursuant to each Written Authorization executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1.a-V.B.1.c shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).
 - e. Workers' Compensation and Employer's Liability Insurance as required by Federal and State of California law. Insurance required by this subparagraph V.B.1.e shall be issued by companies (1) 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.

- f. Consultant, upon the execution of this Agreement, shall furnish University with Certificate of Insurance evidencing compliance with this Article V., including the following requirements:
- i. Consultant shall have the insurance company complete University's Certificate of Insurance on the form contained in the Exhibits. If Consultant's insurance company refuses to use the University's Certificate of Insurance form, it must provide a Certificate of Insurance (and endorsements, if needed) evidencing compliance with Paragraph V.B, and Special Provisions 1 through 4 on the Certificate of Insurance Exhibit.
 - ii. If insurance policies are canceled for non-payment, University reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against Consultant.
 - iii. The General Liability Insurance policy and the Business Automobile Liability Insurance policy shall name The Regents of the University of California as an Additional Insured. The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage.
 - v. All insurance policies shall apply to the negligent acts, or omissions of Consultant, its officers, agents, employees, and for Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of Consultant or Consultant's subconsultants.

VI. STATUTORY AND OTHER REQUIREMENTS

- A. **Nondiscrimination.** In connection with the performance of the Consultant pursuant to this Agreement, the Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The Regents' policy). The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical

condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The Regents' policy). This equal treatment shall apply, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
2. Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.
3. The State of California Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Consultant in the execution of the Covered Services hereunder. Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. Consultant shall forfeit to University, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant fee. Consultant shall

also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS

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

2. Consultant shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Consultant shall inform University of the location of such payroll records for the written authorization, including the street address, city and county; and the Consultant shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with the State of California Labor Code Section 1776, Consultant shall have 10 days in which to comply following receipt of notice specifying in what respects Consultant must comply. Should noncompliance still be evident after the 10-day period, Consultant shall forfeit to University, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.
2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
3. When Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that

stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyman work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. Apprenticeship craft or trade, as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
5. If Consultant or subcontractors or subconsultants employ journeymen or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.
6. In the event Consultant willfully fails to comply with this Paragraph VI.D., it will be considered in violation of the requirements of the Agreement.
7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Consultant or subcontractors or subconsultants of journeyman trainees who may receive on-the-job training to enable them to achieve journeyman status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

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

VII. NOTICES

- A. **University.** Any notice may be served upon the University by delivering it, in writing, to the University at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the University at the aforementioned address, or by sending a facsimile of it to the University facsimile number set forth on the last page of this Agreement.

- B. **Consultant.** Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at «Address», «CityStateZip», or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

VIII. AUTHORITY OF AGREEMENT

- A. This Agreement represents the entire and integrated agreement between the University and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by a written instrument signed by both the University and the Consultant and the written instrument shall be an Amendment on the form contained in the Exhibit.
- B. This Agreement includes the following exhibits attached herewith:
- Exhibit A: Written Authorization to Perform Services
 - Exhibit B: Consultant Rate Schedule
 - Exhibit C: Reimbursement Schedule
 - Exhibit D: Certificate of Insurance
 - Exhibit E: Amendment
 - Exhibit 14: Self Certification
 - Exhibit 13B: Final Distribution of Contract Dollars

(Signatures Located on Following Page.)

IN WITNESS WHEREOF, the UNIVERSITY and the CONSULTANT have executed this Agreement on the _____ day of _____, 2006.

CONSULTANT:

«Consultant_Name»

By: _____
Typed Name:

Title: _____

Date

Signature

CONSULTANT ADDRESS: «Address»
«CityStateZip»

CONSULTANT TELEPHONE NO.: «Phone_No»

CONSULTANT FACSIMILE NO.: «Fax_No»

EMPLOYER IDENTIFICATION NUMBER: _____

THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA

Date

By: _____
Marc Fisher, Associate Vice Chancellor
Campus Design & Facilities

UNIVERSITY ADDRESS: Facilities Management
Design & Construction
Building 439
University of California
Santa Barbara, CA 93106

UNIVERSITY FACSIMILE NUMBER: 805/893-8592

EXHIBIT A

(AUTHORIZATION TO PERFORM PROFESSIONAL SERVICES **SAMPLE**)

(**SAMPLE ATTACHED**)

SAMPLE ONLY

UNIVERSITY OF CALIFORNIA, Santa Barbara
Office of Design & Construction

FM No. _____
Internal ID No.: _____
Authorization No. _____
Funds Sufficient: _____
Date: _____

EXHIBIT A

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

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

PROJECT: _____

(Project Manager, summary of work goes here)

- II. COMPENSATION SHALL BE MADE IN ACCORDANCE WITH THE RATE SCHEDULE IN THIS AGREEMENT, PURSUANT TO EXHIBIT B, AND SHALL NOT EXCEED \$ _____.
- III. SERVICES AUTHORIZED TO BE COMPLETED WITHIN _____ DAYS, OR NO LATER THAN _____, 2006.
- IV. LOCALITY FOR PERFORMANCE OF WORK:
The locality for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for the purposes of Article VI of the Agreement will be the University of California, Santa Barbara.

This Authorization has been executed on the _____ day of _____, 20____.

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

_____ By: _____
Date Jack Wolever, Director
Design & Construction

UNIVERSITY ADDRESS: Facilities Management
Design & Construction
Building 439
University of California
Santa Barbara, CA 93106

UNIVERSITY FACSIMILE NO. 805/893-8592

CONSULTANT: _____
Firm Name

_____ By: _____
Date (Name) (Title)

CONSULTANT ADDRESS: _____

CONSULTANT FACSIMILE NO.: _____

Acctg.
Fiscal
Project Mgr.:
I. Landfried
Consultant
File

EXHIBIT C

REIMBURSEMENT SCHEDULE

Transportation, lodging and per diem expenses shall not be compensable unless authorized in advance, in writing by the University. Paid invoices, receipts, or other proof of payment shall be submitted when requesting reimbursement. Consultant will be reimbursed actual expenditures (up to the maximum limit) in accordance with the following reimbursement schedule if actual expenditures are authorized in writing by the University.

«Consultant Name»

Transportation related expenses:

Transportation expenses shall be paid on the same basis and shall be subject to the same conditions as those in effect for employees of the University.

These expenses shall not be compensable unless authorized, in writing, in advance by the University and subject to the following conditions:

<u>Item:</u>	<u>Description</u>	<u>Maximum Limit</u>
e.g. flight	refundable ticket, coach, roundtrip	\$ 250.00 / trip
rental car	rented car	\$ 50.00 / day
mileage	non-rented car	\$ 0.485 / mile
hotel	overnite lodging	\$ 80.00 / day
per diem	allowance for meals and incidentals during authorized travel	\$ 25.00 / day

Transportation, lodging, per diem and related expenses for travel between the Consultant's offices and travel between offices of Consultant and offices of its subconsultants are not reimbursable.

Transportation and living expenses for travel between Consultant's office and the University of California, Santa Barbara campus are not reimbursable unless Consultant's office is located outside Santa Barbara County.

Reproduction, postage, and miscellaneous expenses:

Expenses for printing, reproductions, and postage & delivery for documents, reports, surveys, drawings, and other materials shall not exceed the following reimbursable schedule:

<u>Item:</u>	<u>Description</u>	<u>Maximum Limit</u>
e.g.	b&w photocopy, 8.5" x 11"	\$ 0.06 / page
	b&w photocopy, 11" x 17"	\$ 0.12 / page
	color photocopy, 8.5" x 11"	\$ 1.00 / page
	color photocopy, 11" x 17"	\$ 2.00 / page
	model / visualization of _____	\$ _____

Reproductions for office use by the Consultant and its subconsultants and postage & delivery for transmittals between Consultant's office or between Consultant and its subconsultants shall not be compensable.

EXHIBIT D
CERTIFICATE OF INSURANCE

(ATTACHED)

**EXHIBIT
CERTIFICATE OF INSURANCE**

DATE ISSUED: _____

BROKER/AGENT	COMPANIES AFFORDING COVERAGE
	COMPANY A
	COMPANY B
NAMED INSURED	COMPANY C
	COMPANY D

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. This certificate of verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (M/D/Y)	POLICY EXP. DATE (M/D/Y)	LIMITS	DEDUCTIBLE
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL FORM <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> SEVERABILITY OF INTEREST CLAUSE <input type="checkbox"/> CROSS LIABILITY CLAUSE				GENERAL AGGREGATE \$ PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO (CODE 1) <input type="checkbox"/> ALL OWNED AUTOS (CODE 2) <input type="checkbox"/> SCHEDULED AUTOS (CODE 7) <input type="checkbox"/> HIRER AUTOS (CODE 8) <input type="checkbox"/> NON-OWNED AUTOS (CODE 9) <input type="checkbox"/> OTHER _____				CSL \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$	AGGREGATE \$
	PROFESSIONAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$	AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY*				AS REQUIRED BY FEDERAL AND CALIFORNIA LAW	

SPECIAL PROVISIONS:

*Special Provisions #1 and #2 below do not apply to this coverage.

1. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AND REPRESENTATIVE'S CONSULTANTS ARE INCLUDED AS ADDITIONAL INSURED BUT ONLY IN CONNECTION WITH _____
2. THIS INSURANCE 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.
3. THE PROVISIONS UNDER PARAGRAPHS (1&2) OF THIS SECTION, "SPECIAL PROVISIONS", SHALL APPLY TO CLAIMS, COSTS, INJURIES OR DAMAGES BUT ONLY IN PROPORTION TO AND TO THE EXTENT SUCH CLAIMS, COSTS, INJURIES, OR DAMAGES ARE CAUSED BY OR RESULT FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED.
4. SHOULD ANY OF THE INSURANCE PROGRAMS DESCRIBED HEREIN BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS (TEN (10) DAYS FOR NON-PAYMENT OF PREMIUM) WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW.

CERTIFICATE HOLDER: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA.

FORWARD TO:

 {Office}, {Room Number or Mail Stop}
 University of California, {Facility}

 {Street Address}

 {City}, {State} { Zip}

THE UNDERSIGNED CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN THIS CERTIFICATE AND THAT THE SPECIAL PROVISIONS DESCRIBED HEREIN HAVE BEEN MADE A PART OF THE POLICY(IES) SHOWN ABOVE.

 AUTHORIZED REPRESENTATIVE

SAMPLE ONLY

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT E

Amendment No. _____

The Amendment between the Regents of the University of California and «Consultant_Name», Dated _____, 2004 to act as Consultant to the University of California, Facilities Management/Design & Construction, is hereby amended as follows:

1. The term of this Agreement is extended to _____, 200__.
2. Compensation payable by University under this Agreement, including Amendments, shall not exceed \$_____.
3. The Consultant Rate Schedule Exhibit is replaced with the revised Consultant Rate Schedule dated _____, 200__ and attached herewith.
4. The following provision is added to this Agreement:

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

IN WITNESS WHEREOF, the UNIVERSITY and «Consultant_Name» have executed this Amendment on the _____ Day of _____, 200__.

CONSULTANT:

«Consultant_Name»

By: _____
(Name)

(Title)

(Signature)

(Date)

UNIVERSITY:

THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA

EXHIBIT 14

SELF-CERTIFICATION

For each SBE, DBE, WBE, DVBE, SDBE, SWBE and SDVBE indicated on the Distribution of Contract Dollars - Contractor/Subcontractor Listing, the following must be completed.

Initial The Business Categories That Apply:

(Initial individual line to left, that which applies, or type 'not applicable')

_____ **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at www.sba.gov/size. The University may rely on written representation by the vendors regarding their status.) Annual average receipts, computed from the gross receipts for the last 3 fiscal years, do not exceed the amount listed in the MAXIMUM RECEIPTS TABLE below. The average annual receipt is computed by taking the sum of the gross receipts of the prior 3 fiscal years and dividing by 3.

MAXIMUM RECEIPTS TABLE	
Construction Services (by Contractor's License Classification):	AVERAGE ANNUAL RECEIPTS (Preceding 3 years)
Class "A" – General Engineering	\$28,500,000
Class "B" – General Building	\$28,500,000
Class "C" - Specialty	\$12,000,000
Architectural & Engineering Services	\$4,000,000 (except landscape architectural services)
Landscape Architectural Services	\$6,000,000
Other Services	For appropriate amount, see www.sba.gov/size

_____ **Disadvantaged Business Enterprise (DBE)** - a business concern which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least fifty-one percent (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 social disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.

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

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

_____ **NONE OF THE ABOVE**

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 reflect the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, woman, disabled veteran, small and disadvantaged, and small and woman-owned business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to 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 COMPANY _____

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

PRIVACY NOTICE

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

- The University of California, Santa Barbara is requesting the information contained in this form and the accompanying Report of Subcontractor information.
-
- The Small Business Coordinator at the University of California, Santa Barbara, is responsible for maintaining the requested information. The contact information for the Small Business Coordinators may be found at <http://www.ucop.edu/matmgt/sbdir.html>
- The maintenance of information is authorized in part by Public Contract Code Section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedudres and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Coordinator(s).

Project Name: _____

FM Project No.: _____

EXHIBIT 13B

Authorization Nos. _____ to _____

FINAL DISTRIBUTION OF CONTRACT DOLLARS

Provide the following information for each contracting party including the Prime 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, State and ZIP	Telephone No / FAX No	Contact Name	Business categories				Contract Dollars	
				SBE*	DBE*	WBE*	DVBE*	Amount (\$)	Percent (%)
(Consultant)									
(Sub Consultant)									
(Sub Consultant)									
(Sub Consultant)									
Total Contract Amount = \$	Column 6 - Business Categories						SUBTOTALS		
	SBE = Small Business Enterprise						\$		
	DBE = Disadvantaged Business Enterprise						\$		
	WBE = Woman Business Enterprise						\$		
	DVBE = Disable Veteran Business Enterprise						\$		

*Regardless of tier, a completed Self-Certification must have been submitted with the Report of Subconsultant Information for each SBE, DBE, WBE, DVBE indicated on this Exhibit.- September 15, 2003 (doc 10/15/03)