

# PROFESSIONAL SERVICE AGREEMENT

**(PSA)**

**PROFESSIONAL SERVICES AGREEMENT**

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**EXHIBITS**

- 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 13A: Report of Subconsultant Information
- Exhibit 13B: Final Distribution of Contract Dollars
- Exhibit 14: Self-Certification

ADD THE FOLLOWING EXHIBIT IF YOU HAVE SELECTED THE CONSULTANT TO ACT AS THE DESIGN PROFESSIONAL & WILL USE AN EDPA (SEE B & C ON PAGE 1 OF THE PSA) See file EDPA for this attachment

Exhibit EDPA: Executive Professional Design Agreement

If the Consultant will act as the University Representative or Authorized Representative (1 b. on page 1) you will need to include the applicable Attachment for project delivery, i.e CM at Risk, Design Build, or Lump Sum. See main file for those attachments.

**PROFESSIONAL SERVICES AGREEMENT**

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

and

{CONSULTANT or LABORATORY NAME}

This AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, between The Regents of the University of California, a California corporation, hereinafter called "University" and {CONSULTANT or LABORATORY NAME} , a {INSERT FORM OF ENTITY e.g. a California corporation, a Partnership, 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 {BRIEF DESCRIPTION OF SERVICES} as required and authorized by the University. Under this Agreement, the consultant may perform design services up to and including Schematic Design but in no event does this Agreement authorize the preparation of construction documents.
  - a. 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.

**ADD THE FOLLOWING SUBPARAGRAPH IF CONSULTANT WILL ACT AS UNIVERSITY'S REPRESENTATIVE:**

- b. Consultant may be required to act as University's Representative or as his or her authorized representative under a INSERT DELIVERY METHOD, E.G., LUMP SUM, DESIGN-BUILD, etc. contract as required and authorized by the University.
  - Attach Attachment A in file for specific services**
- 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 as described, pursuant to Written Authorization.

**OPTIONAL PRE- EDPA:**

**INSERT THE FOLLOWING LANGUAGE (B. – C.) IN PSA IF CONSULTANT HAS BEEN SELECTED TO ACT AS DESIGN PROFESSIONAL INCLUDING, IF NECESSARY, ADVERTISEMENT AND INTERVIEWS/DISCUSSIONS. This section will increase the number of pages in the document. Change the page numbers for each Article in the Table of Contents when you add this section.**

B. Consultant hereby represents to the University that:

- 1. Consultant acknowledges that it has been selected to perform services for the Project including services as Design Professional under the Executive Design Professional Agreement (EDPA) in the Exhibits;

2. Consultant acknowledges that University have deferred negotiations on a fee for Basic Services and rate schedule for Additional Services described in the EDPA; and
  3. Consultant has read and understood the EDPA in Exhibits and agrees to all of its terms and provisions.
- C. If University requires the Consultant's services as Design Professional for the Project, Consultant agrees to the following:
1. Consultant will not request any modifications to those terms and provisions to the EDPA and will execute the EDPA in the form in the Exhibits; and
  2. Consultant will negotiate in good faith both a fee to perform the Basic Services and a rate schedule to perform Additional Services based on its then current rate structure consistent with its normal practice and consistent with University guidelines for fees and rates for similar projects.

## II. TERMS

- A. *Order Period.* The period of time for issuance of written Authorizations to Perform Services (hereinafter "Order Period") shall be from \_\_\_\_\_ to \_\_\_\_\_ (3 years).
- B. *Period of Performance.* The period of performance under the Agreement shall be as specified in any written Authorizations to Perform Services, or subsequent revisions thereto, issued during the Order Period. However, the period of performance shall not commence prior to the date of execution of any such written Authorization.
- C. *University- initiated Termination*
1. If 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 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.

D. *Consultant - initiated Termination*

Consultant may terminate this Agreement for cause if the University fails to cure a material default in performance within a period of 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.C.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 forgoing license to the University. . In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing with the exception that word "Consultant" is to be replaced with the individual's or entity's name. Materials constitute all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, etc. All Materials furnished by the Consultant hereunder shall be and shall remain the property of the University. In the event of Agreement termination by either party for any reason, as provided under this Agreement, the University will have the right to receive, and the Consultant shall promptly provide to the University, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the University retains the right to receive and use any such documents or materials 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 Sub-consultant 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. Compensation payable by University under this Agreement shall not exceed \$ 100,000.00 (for the term of the Agreement).
- 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 VIII.A. 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 for each written authorization for the month invoiced. Invoices shall include the contract number and the authorization number. Invoices shall be sent to the following address:

**SELECT ONE OF THE FOLLOWING:**

University of California, Santa Barbara  
Facilities Management, Bldg. 439 – Accounts Payable  
Santa Barbara, CA 93106-1030  
OR

University of California, Santa Barbara  
Housing & Residential Services  
Residential Operations, RM 1522  
Santa Barbara, CA 93106-6130

4. Reimbursable expenses are actual expenditures made by the Consultant and the Consultant's employees and sub-consultants in accordance with the "Reimbursement Schedule" contained in the Exhibits. Such reimbursable expenses will be paid in addition to the fees for Services under this Agreement.

#### V. INDEMNIFICATION AND INSURANCE

##### A. INDEMNIFICATION

1. Consultant shall indemnify, defend, and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against

all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom Consultant is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

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

## **B. INSURANCE**

1. Insurance Requirements. Consultant, at Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under 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, and hired automobiles, with a combined single limit of no less than \$1,000,000 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 follows:
- i. Worker's Compensation: as required by Federal and State of California law.
  - ii. Employer's Liability:
 

Each Employee	\$1,000,000
Each Accident	\$1,000,000
Policy Limit	\$1,000,000
  - iii. Insurance required by this subparagraph V.B.1.e shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor 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.
  - iv. All insurance policies shall apply to the negligent acts, or omissions of Consultant, its officers, agents, employees, and for Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of Consultant or Consultant's sub-consultants.

## VI. STATUTORY AND OTHER REQUIREMENTS

### A. NONDISCRIMINATION

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

### B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
2. Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code. References to Covered Services hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.
3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. Consultant shall pay not

less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Consultant in the execution of the Covered Services hereunder. Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. Consultant shall forfeit to University, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from 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 journey person, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Consultant on the following basis:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
  - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.
2. Consultant shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Consultant shall inform University of the location of such payroll records for the written authorization, including the street address, city, and county; and Consultant shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this 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 journeyperson work, except as permitted by law. Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.
4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
5. If Consultant or subcontractors or subconsultants employ journeypersons or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeypersons or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. Consultant may include the amount of such contributions in computing its compensation under the

Agreement; but if Consultant fails to do so, it shall not be entitled to any additional compensation therefore from University.

6. In the event Consultant willfully fails to comply with this 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 journeyperson trainees who may receive on-the-job training to enable them to achieve journeyperson status in any craft or trade under standards other than those set forth for apprentices.

#### **E. WORK DAY**

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

Exhibit A: Written Authorization to Perform Services  
Exhibit B: Consultant Rate Schedule

Exhibit C: Reimbursement Schedule  
Exhibit D: Certificate of Insurance  
Exhibit E: Amendment  
Exhibit 13A: Report of Subconsultant Information  
Exhibit 13B: Final Distribution of Contract Dollars  
Exhibit 14: Self-Certification

**ADD THE FOLLOWING EXHIBIT IF YOU HAVE SELECTED THE CONSULTANT TO ACT AS THE DESIGN PROFESSIONAL & WILL USE AN EDPA (SEE B & C ON PAGE 1 OF THE PSA)**

Exhibit EDPA: Executive Professional Design Agreement

IN WITNESS WHEREOF, the UNIVERSITY and the CONSULTANT have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT:

By: \_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT ADDRESS

CONSULTANT FACSIMILE NUMBER

CONSULTANT TELEPHONE NUMBER

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

By: Jack Wolever or Marc Fisher or Jackie Treadway

Title: Jack = Director, Design & Construction Services  
Campus Design & Facilities

Marc = Senior Associate Vice Chancellor  
Administrative Services

Jackie = Director, Physical Facilities  
Campus Design & Facilities

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY ADDRESS

University of California, Santa Barbara  
Campus Design & Facilities  
Facilities Management, Bldg. 439  
Santa Barbara, CA 93106-1030

UNIVERSITY FACSIMILE NUMBER

(805) 893-8592

IN WITNESS WHEREOF, the UNIVERSITY and the CONSULTANT have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT:

By: \_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT ADDRESS

CONSULTANT FACSIMILE NUMBER

CONSULTANT TELEPHONE NUMBER

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

By: Jack Wolever or Marc Fisher or Jackie Treadway

Title: Jack = Director, Design & Construction Services  
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Marc = Senior Associate Vice Chancellor  
Administrative Services

Jackie = Director, Physical Facilities  
Campus Design & Facilities

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY ADDRESS

University of California, Santa Barbara  
Campus Design & Facilities  
Facilities Management, Bldg. 439  
Santa Barbara, CA 93106-1030

UNIVERSITY FACSIMILE NUMBER

(805) 893-8592



## EXHIBITS – TABLE OF CONTENTS

1. Exhibit A: Authorization to Perform Services
2. Exhibit B: Consultant Rate Schedule
3. Exhibit C: Reimbursement Schedule
4. Exhibit D: Certificate of Insurance
5. Exhibit E: Amendment
6. Exhibit 13A: Report of Subconsultant Information
7. Exhibit 13B: Final Distribution of Contract Dollars
8. Exhibit 14: Self Certification

**ADD THE FOLLOWING EXHIBIT IF YOU HAVE SELECTED THE CONSULTANT TO ACT AS THE DESIGN PROFESSIONAL & WILL USE AN EDPA (SEE B & C ON PAGE 1 OF THE PSA)**

9. Exhibit EDPA: Executive Professional Design Agreement

UNIVERSITY OF CALIFORNIA, Santa Barbara  
Campus Design & Facilities

FM Agreement No.: \_\_\_\_\_ FM Auth No.: \_\_\_\_\_

PSA Agreement No.: \_\_\_\_\_ PSA Auth No.: \_\_\_\_\_

Funds Sufficient: \_\_\_\_\_

Date: \_\_\_\_\_

EXAMPLE OF:  
**EXHIBIT A**

for the

**PROFESSIONAL SERVICES AGREEMENT**

between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

and

\_\_\_\_\_

made on \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

\* Note: Professional Services Agreement Order Period is from \_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

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

University Representative: Detail the specific services to be performed.

**II. COMPENSATION SHALL BE MADE IN ACCORDANCE WITH THE CONSULTANT RATE SCHEDULE AND REIMBURSEMENT SCHEDULE IN THIS AGREEMENT, AND SHALL NOT EXCEED \$\_\_\_\_\_.**

OR

**II. COMPENSATION SHALL BE A LUMP SUM FEE OF \$\_\_\_\_\_.**

**III. SERVICES AUTHORIZED TO BE COMPLETED WITHIN \_\_\_\_\_ DAYS, OR NO LATER THAN \_\_\_\_\_, 20\_\_\_\_\_.**

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

CONSULTANT:

By: \_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT ADDRESS

CONSULTANT FACSIMILE NUMBER

CONSULTANT TELEPHONE NUMBER

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

UNIVERSITY: UNIVERSITY OF CALIFORNIA, SANTA BARBARA

By:

Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY ADDRESS

University of California, Santa Barbara  
Campus Design & Facilities  
Facilities Management, Bldg. 439  
Santa Barbara, CA 93106-1030

UNIVERSITY FACSIMILE NUMBER (805) 893-8592

Executed Copies to:  
Fiscal  
University Representative:  
Consultant  
Contract File

**EXHIBIT B**

**CONSULTANT RATE SCHEDULE**

(CONSULTANT FIRM NAME)

The services under this Agreement will be compensated in accordance with the following consultant rate schedule unless a lump-sum fee is established in the Written Authorization. The Consultant Rate Schedule is to be completed even if the original Written Authorization is based on a lump-sum fee.

Labor Classification or Activity	Hourly Rate

The above rates will be adjusted annually in accordance with actual rate increases paid to personnel. Notwithstanding the preceding, the rate increase for an individual employee shall not exceed three percent (3%) annually.

1. **DO NOT INCLUDE** clerical or administrative services.
2. **DO NOT INCLUDE** Reimbursables. Reimbursables are covered in Section IV.C of the Agreement.

**EXHIBIT C****REIMBURSEMENT SCHEDULE**

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

Item	Description	Maximum Limit
Mileage	Non-rented car	Current Rate*
Per diem	Daily meal and incidental expenses (for periods in excess of 24 hours)	\$64.00**
Air Fare	Refundable ticket, coach, roundtrip	As approved in advance by University
Rental car	Rented Car	As approved in advance by University
Hotel	Lodging expenses must be supported by original itemized receipts, regardless of the amounts incurred, and must be reasonable for the locality of travel	

\* The mileage reimbursement rate is the standard rate for automobiles published by University in Business & Finance Bulletin G-28, "Policy and Regulations Governing Travel," as may be adjusted from time to time by University. (For the current mileage reimbursement rate visit <http://www.ucop.edu/ucophome/policies/bfb/g28a.pdf>.)

\*\* For travel of less than 24 hours, Meals and Incidental Expenses ("M&IE") shall not be reimbursed unless the travel includes an "overnight stay" as supported by a lodging receipt. For domestic travel, reimbursement is limited to the actual cost of lodging. Actual M&IE shall be reimbursed up to a maximum of \$64.00 for the entire trip. An exception to the overnight stay requirement may be allowed when the traveler incurs a meal expense as part of a business meeting and must be substantiated as specified in advance by University.

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

**REPRODUCTION, POSTAGE, AND MISCELLANEOUS EXPENSES:**

Inclusions: Includes expenses for printing, reproductions, postage, handling and delivery for documents, reports, surveys, drawings, and other materials.

Exclusions: Excludes reproductions for office use by Consultant and its sub-consultants and postage and delivery for transmittal between Consultant's offices or between Consultant and its sub-consultants.

**EXHIBIT D**

**INSURANCE CERTIFICATE**

Use the University's Certificate of Insurance provided in Agreement.

The Certificate of Insurance is also available as an interactive form on line at:  
<http://facilities.ucsb.edu/contracts/> Click on Certificate of Insurance.

Project Name:

**EXHIBIT  
CERTIFICATE OF INSURANCE**

Project No.

DATE ISSUED:

BROKER/AGENT		<b>COMPANIES AFFORDING COVERAGE</b>					
		COMPANY A					
		COMPANY B					
		COMPANY C					
NAMED INSURED		COMPANY C					
		COMPANY D					
<b>COVERAGES</b>							
<p>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 or 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, exclusions and conditions of such policies.</p>							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (M/D/Y)	POLICY EXP. DATE (M/D/Y)	LIMITS	DEDUCTIBLE	
	<b>GENERAL LIABILITY</b> <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) \$	\$	
	<b>AUTOMOBILE LIABILITY</b> <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"/> HIRED 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 \$	\$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER ____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ AGGREGATE \$		
	<b>PROFESSIONAL LIABILITY*</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ AGGREGATE \$		
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY*</b>				<b>AS REQUIRED BY FEDERAL AND CALIFORNIA LAW</b>		
<b>SPECIAL PROVISIONS:</b> *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 INSUREDS BUT ONLY IN CONNECTION WITH <u>OPERATIONS OF THE NAMED INSURED.</u> 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.							
<b>CERTIFICATE HOLDER: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA.</b>  <b>FORWARD TO:</b> ___ Campus Design & Facilities, Mail Stop 1030 - ___ University of California, Santa Barbara - ___ Facilities Management Bldg. 439 - ___ Santa Barbara, CA 93106-1030 -				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			

Revision 6/04/04 (PDF 6/09/04)

Certificate of Insurance

UNIVERSITY OF CALIFORNIA, Santa Barbara  
Campus Design & Facilities

FM Agreement No.: \_\_\_\_\_

PSA Agreement No.: \_\_\_\_\_

Amendment No.: \_\_\_\_\_

Funds Sufficient: \_\_\_\_\_

Date: \_\_\_\_\_

EXAMPLE OF:  
**EXHIBIT E**

for the

**PROFESSIONAL SERVICES AGREEMENT**

between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

and

\_\_\_\_\_

dated \_\_\_\_\_, to act as a Consultant to the University of California, Santa Barbara, is hereby amended as follows:

Select the appropriate amendment(s)

- 1. The term of the Agreement is extended to \_\_\_\_\_.  
(Month, Day, Year)
- 2. Compensation payable by University under this Agreement, including any Amendments, shall not exceed:  
  
\$ \_\_\_\_\_  
(Amount in Figures)
- 3. The Consultant Rate Schedule Exhibit is replaced with the revised Consultant Rate Schedule dated:  
  
\_\_\_\_\_ and attached herewith.  
(Month, Day, Year)
- 4. The following provision is added to this Agreement:  
  
**University Representative: Detail the specific provisions.**

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

Delete the section break and the note below if the Amendment can fit on one page

\* Signature located on the following page



IN WITNESS WHEREOF, the UNIVERSITY and the CONSULTANT have executed the Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT:

By: \_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT ADDRESS

CONSULTANT FACSIMILE NUMBER

CONSULTANT TELEPHONE NUMBER

EMPLOYER IDENTIFICATION NUMBER \_\_\_\_\_

UNIVERSITY: UNIVERSITY OF CALIFORNIA, SANTA BARBARA

By:

Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY ADDRESS University of California, Santa Barbara  
Campus Design & Facilities  
Facilities Management, Bldg. 439  
Santa Barbara, CA 93106-1030

UNIVERSITY FACSIMILE NUMBER (805) 893-8592

Executed Copies to:  
Fiscal  
University Representative:  
Consultant  
Contract File

Project Name: \_\_\_\_\_ FM Agreement No.: \_\_\_\_\_

**EXHIBIT 13A**

Authorization No.: \_\_\_\_\_

**REPORT OF SUBCONSULTANT INFORMATION**

Provide the following information for each contracting party including the Consultant and each subconsultant regardless of tier.\* Attach additional sheets if necessary. If no subconsultants, then enter only the Consultant's information on the "(Consultant)" line.

1	2	3	4	5				6	
				Business categories				Contract Dollars	
Full Name of Business	Street Address, City, State and ZIP	Telephone No / FAX No	Contact Name	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 Exhibit 14: Self-Certification must have been submitted with the Report of Subconsultant Information for each SBE, DBE, WBE, DVBE indicated on this Exhibit.

Project Name: \_\_\_\_\_ FM Agreement No.: \_\_\_\_\_

**EXHIBIT 13B**

Authorization No.: \_\_\_\_\_

**FINAL DISTRIBUTION OF CONTRACT DOLLARS**

Provide the following information for each contracting party including the Consultant and each subconsultant regardless of tier.\* Attach additional sheets if necessary. If no subconsultants, then enter only the Consultant's information on the "(Consultant)" line.

1 Full Name of Business	2 Street Address, City, State and ZIP	3 Telephone No / FAX No	4 Contact Name	5 Business categories				6 Contract Dollars	
				SBE*	DBE*	WBE*	DVBE*	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 Exhibit 14: Self-Certification must have been submitted with the Final Distribution of Contract Dollars for each SBE, DBE, WBE, DVBE indicated on this Exhibit.

**EXHIBIT 14**

**SELF-CERTIFICATION**

For the Consultant and each subconsultant or subcontractor, the following must be completed.

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

\_\_\_\_\_ **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at [www.sba.gov/size](http://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.

Initial if applicable

MAXIMUM RECEIPTS TABLE	
Construction Services (by Contractor's License Classification):	AVERAGE ANNUAL RECEIPTS (Preceding 3 Years)
Class "A" - General Engineering	\$31,000,000
Class "B" - General Building	\$31,000,000
Class "C" - Specialty	\$13,000,000
Architectural & Engineering Services	\$4,500,000 (except landscape architectural services)
Landscape Architectural Services	\$6,500,000
Other services	For appropriate amount, see <a href="http://www.sba.gov/size">www.sba.gov/size</a>

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

Initial if applicable

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

Initial if applicable

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

Initial if applicable

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

Initial if applicable

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

**INFORMATION FURNISHED BY:**

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

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

a

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

By:

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

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

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

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

**PRIVACY NOTICE**

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

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