

FOR ACCOUNTING PURPOSES ONLY

Agreement Number: _____

Location(s)/Account(s)/Fund(s)/Subaccount(s)

FAU #

(100 %)

**UNIVERSITY OF CALIFORNIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement to furnish certain professional services is made as of January 9, 2013 (hereinafter called the "Effective Date") by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation (hereinafter called "the University") and The Gordian Group, Inc, hereinafter called (the "Contractor") located at 140 Bridges Road, Suite E, Mauldin, South Carolina 29662.

I. NATURE AND PLACE(S) OF SERVICE

A. The Contractor shall furnish to the University the following described services:

Act as a contractor to the University of California, Office of the President, to perform all services necessary to implement, update and maintain a system-wide Job Order Contracting ("JOC") System in accordance with the requirements of Request for Proposal No. MMBVO-091912-001P presented September 17, 2012.

The University (or its respective campuses) will issue a written authorization to perform the specific services required. Each authorization will state the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost.

B. In addition to the services described in subparagraph A. above, the Contractor's proposal to the University shall be incorporated herein as Appendix 1 and made part of this Agreement. The following is excluded from the Contractor's proposal in order to be included more clearly in Exhibit B of this Agreement:

Contractor License Fee under Cost Summary Supplement.

C. If the Contractor is an entity other than an individual, the University requires that The Gordian Group, Inc. be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University

D. Reports: Contractor shall provide reports as requested by the University in a format acceptable to the respective campus.

E. Places(s) of performance will be:

1. University of California, Berkeley
2. University of California, Davis
3. UC Davis Medical Center
4. University of California, Irvine
5. UC Irvine Medical Center
6. University of California, Los Angeles, UCLA Medical Center & Santa Monica Hospital

7. University of California, Merced
8. University of California, Riverside
9. University of California, San Diego
10. UC San Diego Medical Center
11. University of California, San Francisco
12. UC San Francisco Medical Centers
13. University of California, Santa Barbara
14. University of California, Santa Cruz
15. Lawrence Berkeley National Laboratory
16. University of California, Office of the President
17. UCLA Lake Arrowhead Conference Center

Each of the seventeen (17) campuses, medical centers and other University locations shall be considered a Campus and the associated fees (Exhibit B) shall apply to each of them separately. Each Campus with an active JOC program through previous contracts with the University shall receive credit toward the \$4,000,000 tier specified in the Compensation Rate Schedule (Exhibit B) for work ordered during the terms of the previous contracts.

- F. The Contractor shall use recording devices in discussions with University employees only when the University and said employees so authorize; this authorization shall be in writing. If applicable, the Contractor's use of recording devices in such discussion is proposed as follows:

II. TERM OF AGREEMENT

- A. The period of performance for this Agreement shall be from "Effective Date" through January 9, 2018.
- B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other thirty (30) calendar days' written notice of such action.
- C. If one party gives thirty (30) days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 30-day period, this Agreement may be terminated by the non-breaching party.

III. GENERAL PROVISIONS

- A. **Independent Contractor.** The Contractor shall perform the services hereunder as an independent contractor and not as an agent or employee of the University.
- B. **Contractor Hiring.** The Contractor 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 Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. **Sub-Contractors.** The Contractor 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 Contractor shall contract for or employ, at its expense, such professional subcontractors as the Contractor deems necessary for the completion of the services. The Contractor may hire the services of subcontractors with University approval in place of or in addition to those employed or retained by the Contractor. The Contractor is as responsible for the performance of its subcontractors 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 Contractor under the terms and conditions of this Agreement. The Contractor is solely responsible for payment of any subcontractors.

- D. **Legal and Regulatory Compliance.** The Contractor shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.
- E. **Ownership and Use of Documents.** Drawings, documents, reports, prints, and photographs, and other materials furnished by the Contractor hereunder shall be and shall remain the property of the University, subject to the terms and conditions of the Contractor's JOC System License incorporated herein as Exhibit A to this Agreement.

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 Contractor shall promptly provide to the University, all drawings, documents, reports, prints, and photographs, and other materials prepared by the Contractor for the services under this Agreement, subject to the terms and conditions of the JOC System License incorporated herein as Exhibit A to 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.

- F. **Contractor'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 Contractor's books and records. Contractor 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; subcontractor 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 three (3) years from the date of Final Payment under this Agreement.
- G. **Successors and Assigns.** If the Contractor transacts business as an individual, upon the Contractor's death or incapacitation, the University will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Contractor nor the Contractor's estate shall have any further right to perform hereunder, and University shall pay the Contractor or the estate the prorated unpaid compensation due under Article IV for any services rendered prior to this termination.

If there is more than one Contractor, 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 Contractor 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 Contractor.

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

- H. **Information Furnished by University.** If required for the performance of the Contractor's services, the University will furnish information, surveys, reports, as-builts, and other materials at the University's expense.

IV COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. The University will have the right to withhold payment from Contractor for any unsatisfactory service until such time service is performed satisfactorily. The University will compensate the Contractor for the scope of services provided in accordance with this Agreement, computed as follows:

The Contractor may not assign or transfer this Agreement or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

X. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not. No inventions or discoveries will be made or conceived by the Contractor in the performance of this Agreement.

XI. COPYRIGHT

Contractor agrees that all deliverables first created under this Agreement and identified in writing as work product to be owned by the University ("Work Product") are works made for hire under the Copyright Act and, accordingly, that the University owns all right, title, and interest, including, but not limited to, copyright and all copyright rights in said Work Product. To the extent said Work Product does not qualify as works made for hire, Contractor hereby assigns irrevocably all right, title, and interest in said Work Product, including, but not limited to, copyright and all copyright rights, to the University. Contractor shall execute any and all agreements and forms that may be required by University in order to effectuate said assignment and to allow the University to register copyrighted material with the U.S. Copyright Office. No Work Product will be created in the delivery of the Services unless identified in writing as such. All materials, methodologies, technologies and other intellectual property created, developed and/or acquired by the Contractor prior to or independent of this Agreement and used in the delivery of the Services, together with all improvements, customizations and modifications thereto, shall be owned at all times by the Contractor.

XII. CONTRACTOR'S INDEMNIFICATION, LIABILITY AND INSURANCE REQUIREMENTS

A. INDEMNIFICATION

1. Contractor shall indemnify, defend, and hold harmless University and its Regents, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the death or bodily injury to any person or the destruction or damage of property, to the extent caused, during the performance of services or Contractor'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 Contractor, its officers, agents, employees, subcontractors, or any person or entity for whom Contractor 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 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. Contractor 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 XII, 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 REQUIREMENTS

1. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

a. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

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

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than **One Million** dollars (**\$1,000,000**) per occurrence. **(REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK FOR UNIVERSITY.)**

c. Professional Liability Insurance (Errors & Omissions) with a limit not less than **One Million** dollars (**\$1,000,000**) per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

d. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that "The Regents of the University of California as additionally insured" on all documents under the coverage referred to under a. and b.

- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XIII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in this Agreement.

XIV. OWNERSHIP AND ACCESS TO RECORDS

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the University and the Contractor, records will normally become the property of the University of California and subject to state law and University policies governing privacy and access to files.

XV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XVI. CONFLICT OF INTEREST

1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this agreement.
2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor 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 Contractor.

XVII. AFFIRMATIVE ACTION

The Contractor recognizes that as a federal and state government contractor or subcontractor, the University of California is obligated to comply with certain laws and regulations of the federal and state government regarding equal opportunity and affirmative action. When applicable, the Contractor agrees that, to the

extent it is a government subcontractor as defined under applicable law, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in the Rehabilitation Act of 1973, as amended, as well as the Americans With Disabilities Act relative to the employment and advancement in employment of qualified individuals with disabilities, and the implementing rules and regulations in Title 41, part 60-741 and 742 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans and Vietnam era veterans without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12900 relative to equal employment opportunity for all persons without regard to race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations. The Contractor, to the extent it is a government subcontractor under applicable law, further agrees that when applicable it shall provide the certification of non-segregated facilities required by Title 41, part 60-1.8(b) of the Code of Federal Regulations.

XVIII. CONFIDENTIALITY

The Contractor 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 Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor 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 Contractor; or
3. Is obtained lawfully from a third party.

XIX. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not signatory to the agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XXI. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

XXII. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its,

her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXIII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be **Oakland**, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of **Alameda County**, California.

XXIV. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such service

XXV. REPRESENTATIVES

Any changes to this Agreement may be made only by the following representatives of the University, or their successors as designated in writing:

Responsible Administrative Official

Chris Hornbeck
Associate Director, Construction Services
1111 Franklin Street, 6th floor
Oakland, CA 94607

Program Review Official

Nathan Brostrom
Executive VP Business Operations
1111 Franklin St. – 12th FL
Oakland, CA 94607

XXVI. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be on Amendment forms (Appendix 2).

This Agreement includes the following exhibits attached herewith:

- Exhibit A: JOC System License Agreement
- Exhibit B: Compensation Rate Schedule
- Exhibit C: Certificate of Insurance

XXVII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of California.

CONTRACTOR

David L. Mahler 2/11/13
(Signature) (Date)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

[Signature] 2/13/13
(Signature) (Date)

Chris Hornbeck
Responsible Administrative OFFICIAL

Associate Director
Title

Nathan Brostrom 2/15/2013
(Signature) (Date)

Nathan Brostrom
Program Review Official

Executive VP Business Operations
Title

Retention Period. Office of Record, Accounting, Executing Office, 5 years following termination, subject to Federal contract and grant requirements. Other Copies, 0-5 years.

*** PRIVACY NOTICE**

If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The Social Security Number is to verify your identity. The principal use of the number shall be to report payments you have received to Federal and State governments.

Exhibit A
JOC System License Agreement

Contractor hereby grants to the University and the University hereby accepts from Contractor for the term of this Agreement, a non-exclusive right, privilege, subscription and license to use Contractor's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") for the sole purpose of operating the University's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Contractor's PROGEN®/eGordian® software and support documentation, Construction Task Catalog® (also commonly referred to as CTC, Unit Price Book and UPB), training materials and other proprietary materials provided by Contractor. Upon the expiration or termination of this Agreement as provided herein, the University shall return to Contractor all Proprietary Information in the University's possession upon written request by Contractor.

The University acknowledges that disclosure of Proprietary Information will result in irreparable harm to Contractor for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Contractor. The University further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the University, subject to federal and state laws related to public records disclosure.

Upon the expiration or termination of this Agreement as provided herein, Contractor shall provide all project data generated by the University in a form accessible by a standard database program, such as Microsoft® Access® within 30 days of expiration or termination of the Agreement.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement with regard to Licensing and Ownership and Use of Documents, this JOC System License shall take precedence.

This JOC System License shall apply separately to each University Campus that elects to implement the Contractor's JOC System.

Exhibit B Compensation Rate Schedule

Contractor shall be paid the following licensing fees, in accordance with the Gordian JOC Solution as addressed in the Contractor's proposal in Appendix 1, by each Campus that elects to implement Contractor's Job Order Contracting System:

Client License Fee:

- For any amounts cumulating up to and including *four* million dollars (\$4,000,000) of work ordered with the Job Order Contracting System, Contractor shall be paid *five* percent (5%) of that amount.
- For any amounts cumulating *over four* million dollars (\$4,000,000) of work ordered with the Job Order Contracting System, Contractor shall be paid one and ninety-five hundredths percent (1.95%) of that amount. A fifteen percent (15%) discount shall be applied to each 1.95% invoice submitted by Contractor for Job Orders issued under JOC contracts that are awarded after the Effective Date of this Agreement and that include the one percent (1.00%) Contractor License Fee specified below.

Contractor License Fee:

- 1.00% of the value of the work ordered through the JOC program

The above Client License Fee shall be applied to each separately implemented JOC System. For example, if a University Campus and an associated Medical Center implement separate JOC Systems, the above Client License Fee shall apply to each organization. If a Medical Center obtains its construction services through the facilities office of the associated University Campus, the above Client License Fee shall apply as if the University Campus and Medical Center were one organization.

The above Contractor License Fee shall apply to all JOC contracts awarded by Campuses after the Effective Date of this Agreement and shall not apply to JOC contracts awarded prior to the Effective Date. The JOC contractor is responsible for paying the Contractor License Fee directly to the Contractor. The University shall not be responsible or involved in collecting the Contractor License Fee from the JOC contractor. Failure of the JOC contractor to pay the Contractor License Fee shall not affect the ongoing JOC contract, the overall JOC program or this Agreement between Contractor and the University. The University agrees to include appropriate language in the JOC contracts to inform the bidders of the Contractor License Fee.

Additional Services Positions/Hourly Fees:

In the event a Campus desires additional miscellaneous services related to its JOC program, Contractor shall provide the following positions at the specified hourly rates:

- JOC Coordinator/Administrator - \$85
Qualifications include a minimum of 3 years of experience in construction coordination/administration or 5 years of coordination/administration experience in a facilities management or similar office environment.
- Project Manager - \$125
Qualifications include a two-year degree or certificate in construction, business or construction management and 3 years of construction related experience, or if no degree or certificate, 6 years of construction related experience.
- Senior Project Manager - \$150

Qualifications include a four-year degree in engineering, architecture, business, construction management or similar discipline and 5 years of construction related experience or, if no degree, 10 years of construction related experience, including 5 years of JOC or IDIQ experience.

The hourly rates specified above shall be effective for calendar year 2013 and shall be adjusted each January 1st by the increase in the consumer price index.

Exhibit C Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

149638

DATE (MM/DD/YYYY)
11/27/2012

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

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

PRODUCER Wells Fargo Insurance Services USA, Inc. 330 Madison Avenue 7th Floor New York, New York 10017 INSURED The Gordian Group, Inc 140 Bridges Road Suite E Mauldin, SC 29662	CONTACT NAME Joan Dunner PHONE (A/C, No, Ext.) 212-490-3243 FAX (A/C, No) E-MAIL ADDRESS joan.dunner@wellsfargo.com INSURER(S) AFFORDING COVERAGE INSURER A Great Northern Insurance Company NAIC # 20303 INSURER B Federal Insurance Company 20281 INSURER C National Union Fire Ins. Co. of Pittsburgh, PA 19445 INSURER D INSURER E INSURER F
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COVERAGES **CERTIFICATE NUMBER: 5217B76** **REVISION NUMBER: See below**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		3589-02-76	12/11/2012	12/11/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73550270 Comp Ded \$1,000 Coll. Ded. \$1,000	12/11/2012	12/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION \$		7983-69-96	12/11/2012	12/11/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, describe in the DESCRIPTION OF OPERATIONS below	N/A	71736473	12/11/2012	12/11/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE EA EMPLOYEE \$ 1,000,000 EL DISEASE POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Claims Made Policy Retroactive Date: 12/11/07		01-422-68-68	12/11/2012	12/11/2013	\$3,000,000 Aggregate Limit \$3,000,000 Each Claim Retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Regents of the University of California are named additional insureds for General Liability and Automobile Liability 30 days notice of cancellation/10 days for non-payment of premium per policy provisions.

CERTIFICATE HOLDER University of California Attn: Billy S. Vann 1111 Franklin Street Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
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