



**UNIVERSITY OF SOUTHERN CALIFORNIA  
 MASTER AGREEMENT BETWEEN OWNER AND CONSULTANT  
 (For Multiple Projects of Limited Scope During a Specified Period)**

This Master Agreement is made this **DAY of MONTH, YEAR**

**Between...**

**THE CONSULTANT...**

**CONSULTANT ORGANIZATION**

**STREET ADDRESS**

**CITY, STATE POSTAL CODE**

**PHONE NUMBER**

(hereinafter referred to as "**Consultant**")

**And...**

**THE OWNER...**

**UNIVERSITY OF SOUTHERN CALIFORNIA**

(a California Non-profit Corporation)

Campus Development & Facilities Bldg

3434 Grand Avenue

Los Angeles, CA 90089-3162

(hereinafter referred to as "**Owner**")

**SERVICES:**                   CONSULTANT SERVICES

Owner and Consultant (singularly, "**Party**" collectively, "**Parties**") hereby enter into this Master Agreement between Owner and Consultant ("**Master Agreement**") based on all of the terms and conditions contained herein, on each Exhibit attached hereto and on each Task Order (as defined below) related hereto as follows:

**1.1 SCOPE:**           During the Term (as defined below) of this Master Agreement, Owner may from time to time engage Consultant to perform a specific scope of services for or in connection with a particular project by entering into a Task Order with Consultant with respect thereto pursuant to and in accordance with the terms of Articles 2.1 and 2.2 below. Owner and Consultant acknowledge that each Task Order shall be subject to, and automatically incorporate without the need for further reference, all of the terms and conditions contained in this Master Agreement and any Exhibits attached hereto, including the hourly rates indicated in **Exhibit "1"** and the University Policies referenced in **Exhibit "2"**. Consultant shall furnish all labor, equipment, materials and expertise necessary for the prompt and efficient execution of the duties and scope of services generally described in the applicable Task Order, which is incorporated herein by this reference, or reasonably inferable therefrom (sometimes referred to herein as the "**Services**"), all in strict compliance with the applicable Task Order, this Master Agreement and all applicable laws, ordinances, rules, regulations, orders, decrees, statutes and codes (collectively, the "**Laws**").

**1.2 OWNER'S SEPARATE CONSULTANTS:**           Owner may retain a pre-construction services professional, design firm, construction manager, or other consultants ("**Separate Consultants**") in connection with various phases of design and construction for each



Task Order. Owner's use of Separate Consultants shall in no way diminish or supersede Consultant's responsibilities and liabilities under this Master Agreement or any Task Order.

**1.3 RELATIONSHIP OF THE PARTIES:** Consultant accepts the relationship of trust and confidence established with Owner by this Master Agreement and each Task Order, and covenants with Owner to cooperate with and coordinate its Services under each Task Order with Owner's Separate Consultants in protecting the interests of Owner and in remaining within Owner's budget for the project to which such Task Order pertains and further in accordance with the budgeted compensation to Consultant set forth in such Task Order.

**1.4 CONSULTANT'S SUB-CONSULTANTS:** Consultant has the option, unless Owner reasonably objects in writing, to employ, at Consultant's own expense, sub-consultants qualified and licensed to render portions of the Services for each Task Order, and to delegate duties to them without relieving Consultant from primary responsibility and liability under such Task Order or this Master Agreement. Consultant shall enter into written agreements with sub-consultants that require each sub-consultant to acknowledge and agree that all portions of the Services shall be performed in accordance with Consultant's obligations under this Master Agreement and the applicable Task Order. Owner shall have the right, but not the obligation, to review and accept the form and substance of Consultant's contracts with its sub-consultants, but any such review or acceptance shall not diminish or alter the rights and obligations of Consultant under this Master Agreement or the applicable Task Order. Sub-consultants hired by Consultant shall meet the insurance requirements set forth in this Master Agreement and the applicable Task Order, and their contracts shall not contain any waiver or limitation of liability unless expressly approved by Owner in writing. Each sub-consultant contract is hereby assigned by Consultant to Owner, provided that this assignment is effective only after termination of this Master Agreement or the applicable Task Order, whichever is earlier, by Owner, and only for those sub-consultant contracts that Owner accepts, in its sole and absolute discretion, by notifying the sub-consultant in writing.

**1.5 QUALIFICATIONS AND LICENSES:** By entering into each Task Order, Consultant shall be representing and warranting that Consultant and all sub-consultants, sub-sub-consultants and others performing the obligations of Consultant under such Task Order (collectively, "**Consultant's Team**"): (i) are qualified to perform the Services assigned to Consultant and Consultant's Team under such Task Order, and will do so with the highest degree of skill and care exercised within the standards of the respective trades and professions practiced by Consultant and Consultant's Team in Southern California ("**Standard of Care**"); (ii) are licensed to practice their respective trades or professions, where required by applicable Laws; and (iii) are contractually obligated and adequately insured to fully assume professional responsibility for any design documents, calculations, and other Work Product Deliverables (as defined below) prepared or furnished by Consultant and the Consultant's Team in connection with such Task Order.

**1.6 WORK PRODUCT DELIVERABLES:** Consultant shall provide to Owner, all project documents prepared by Consultant and Consultant's Team (collectively,



“**Work Product Deliverables**”), including all calculations, data, charts, other information of any type whatsoever, which support the Services performed by Consultant and Consultant's Team including all project drawings, formatted in the most current version of AutoCAD and Revit, if applicable, and prepared in accordance with Owner's CAD Guidelines available for review on Owner's web site and the University Record Revit Model Requirements. By entering into this Master Agreement, Consultant acknowledges and agrees that (i) all Work Product Deliverables are “works made for hire” and are the property of and solely owned by Owner, and (ii) neither Consultant nor Consultant's Team may refuse to provide any Work Product Deliverables on grounds the information is proprietary or on any other grounds.

**1.7 WORK PRODUCT REVIEW:** Owner has the right, in its sole and absolute discretion and without relieving Consultant of any of its obligations under this Master Agreement or any Task Order, to submit the Work Product Deliverables to independent reviewers. Consultant agrees to fully cooperate with such reviewers and to respond to comments made by such reviewers as Owner deems appropriate. Consultant's obligation to cooperate includes responding in an objective professional manner to comments as well as requests for information from such reviewers, entering into a dialogue with the reviewer regarding comments of reviewer, and modifying and/or supplementing the Work Product Deliverables as may be determined appropriate by Owner in its reasonable discretion.

**1.8 ACCEPTANCE OF SERVICES:** Owner shall determine the acceptability of the billings from Consultant, the Services performed by Consultant, and the Work Product Deliverables furnished by or on behalf of Consultant, and shall determine if they are consistent with the Standard of Care. Owner may disapprove any of the Services, Work Product Deliverables, or Consultant's billings if, in Owner's reasonable judgment, such Services, Work Product Deliverables, or billings: 1) do not conform to the requirements of the applicable Task Order, this Master Agreement or the Standard of Care; 2) are over the compensation budgeted for Consultant in the applicable Task Order; 3) are uneconomical; 4) would cause the applicable project to fall behind the schedule designated in the applicable Task Order (the "**Schedule**"); 5) are ineffective; 6) fail to meet Owner's objective for aesthetics or functional needs; or 7) are unsuited in any way for the purpose for which Consultant is retained. If Owner disapproves any portion of the Services, Work Product Deliverables, or billings, Consultant shall immediately revise such portions of the Services, Work Product Deliverables, or billings to meet Owner's approval. Such revisions shall be made without adjustment to Consultant's compensation if such revisions are made necessary in whole or in part by the acts, errors or omissions of Consultant or Consultant's Team. Owner reserves the right to withhold or deny compensation for unacceptable Services, Work Product Deliverables, or billings.

**1.9 TIME:** Time is of the essence for performance of the Services required by this Master Agreement and under each Task Order. Consultant's Services for each Task Order shall commence upon Owner's execution and delivery of such Task Order (unless otherwise set forth in such Task Order), and shall conform to the Schedule for performance issued with such Task Order. If Owner determines that the performance of Services has not progressed as required by the Schedule for the applicable Task Order, then Owner shall have the right to order



corrective measures to expedite the progress of Consultant's Services for such applicable Task Order, including, but not limited to, working overtime, supplying additional personnel or sub-consultants, or other similar measures to accelerate such Services (collectively, "**Extraordinary Measures**"). Such Extraordinary Measures shall continue until the progress of the Services for the applicable Task Order complies with the Schedule for such applicable Task Order. Consultant shall not be entitled to an adjustment in compensation in connection with the Extraordinary Measures if such Extraordinary Measures were made necessary in whole or in part by the acts, errors or omissions of Consultant or Consultant's Team. Should Consultant fail, within three (3) calendars days from Owner's written demand, to commence such Extraordinary Measures, Owner shall have the right to exercise any and all rights and remedies available to Owner in law and/or in equity as Owner deems appropriate including, but not limited to, terminating the applicable Task Order and/or this Master Agreement for cause. The term of this Master Agreement shall commence on **Month Day, Year** and expire on **Month Day, Year** ("**Term**"). Notwithstanding the foregoing, Owner shall have one (1) option to renew this Master Agreement for a period of up to two (2) years (the "**Renewal Term**") by delivery of written notice to Consultant no later than thirty (30) days prior to the expiration of the initial Term. The Renewal Term shall be upon all of the same terms and conditions as contained in this Master Agreement except that the Parties shall negotiate, acting reasonably and in good faith, new hourly rates. If Owner exercises its renewal option as described in the foregoing, the Parties shall promptly memorialize such exercise (and the new hourly rates) in an Amendment to this Master Agreement.

**1.10 ERRORS AND OMISSIONS:** If at any time during the performance of its Services under a Task Order, or during the maximum period permitted by applicable Laws after completion of the project to which such Task Order pertains, it is discovered that Consultant, Consultant's Team or any of their respective officers, directors, agents, subcontractor, employees or sub-consultants has committed any negligent act, error or omission, or has failed to comply with the obligations as set forth in the applicable Task Order or this Master Agreement, which has caused or will cause otherwise unnecessary additional expense or other harm to Owner, then Consultant shall, at Owner's request, and without limiting Owner's right to exercise any other right or remedy, promptly make all necessary corrections to the Services for such Task Order, including, but not limited to, corrections to the Work Product Deliverables and the items listed immediately below, and to do so utilizing Extraordinary Measures, if necessary, to maintain the Schedule for such Task Order, all at no cost to Owner. Correction of negligent acts, errors or omissions shall include, but not be limited to, additional architectural and engineering services, design documentation, travel, demolition, removal, relocation, manufacture, fabrication, construction, testing, and installation, irrespective of whether originally performed by Consultant, Owner, or a third party. Owner's acceptance or approval of, or payment for, Services or Work Product Deliverables furnished by or through Consultant shall not relieve Consultant from the obligation to correct subsequently discovered breaches, negligence, errors, or omissions. Nothing herein shall be construed as placing responsibility on Consultant for costs that the Owner would have been responsible for regardless of said negligence, error or omission.



**1.11 SUBMITTAL REVIEW:** Consultant shall be responsible for identifying, within the Work Product Deliverables, the submittal requirements for those aspects of each project for which Consultant provided the design and/or the specifications. Consultant shall review and approve, or take other appropriate action upon all such submittals, including but not limited to shop drawings, product data, and samples provided by Owner's contractor or Owner. Consultant's review and approval shall be for the purpose of checking for conformance with design concept and intent, compliance with applicable Laws, and specific conformance with the contract documents for construction and other project documents (including, without limitation, the Work Product Deliverables). Consultant's action upon submittals shall be taken with such reasonable promptness as to cause no delay or disruption to the progress of each project.

**1.12 BULLETINS AND REQUESTS FOR CHANGES:** When changes in the construction work for a particular project (the "**Work**") are required, Consultant shall, with Owner's prior written approval, prepare and distribute drawings, specifications and other deliverables as necessary to fully describe the construction Work to be added, deleted and/or modified for such project. All changes to drawings and specifications shall be clouded and identified by an appropriate delta symbol and number, and shall be tracked in a revision table on the document by delta number, description, and date.

**1.13 CONTRACTOR REQUESTS FOR INFORMATION ("RFI's"):**  
Consultant shall answer contractor requests for information ("**RFI's**") with such reasonable promptness as to cause no delay or disruption to the orderly progress of the construction Work for the applicable project. RFI answers shall be complete and shall be accompanied by such supplemental details as necessary to resolve the issue raised by the RFI. Consultant shall indicate on the RFI form if the answer is reasonably within or reasonably beyond the scope defined by the original contract documents for construction or the other project documents for the applicable project.

**1.14 PUNCH-LISTS:** Upon substantial completion of each project, Consultant shall assist Owner with the preparation of the project punch-list. Prior to substantial completion, while mechanical, electrical and plumbing ("**MEP**") systems and components are still accessible, Consultant or Consultant's Team shall visit the applicable project and prepare MEP punch-lists and advise Owner of any corrective actions required for compliance with the contract documents for construction and other project documents for such applicable project and all applicable Laws.

**1.15 RECORD DRAWINGS:** Unless specifically excluded from the Task Order issued for a particular project, Consultant shall prepare and forward to Owner a "Record Set" of plans and specifications which shall incorporate the "red line" As-Built information received from the contractor for a particular project, as well as all addendum, bulletins, clarifications, submittal information, request for information, changes and selections made on the project. Consultant will provide three (3) hard copies and two (2) electronic versions formatted in the most current version of AutoCAD and Revit, if applicable, and prepared in accordance with Owner's CAD Guidelines available for review on the Owner's web site and the University Record Revit Model Requirements.



**1.16. AGENCY COMPLIANCE:** Consultant will provide Work Product Deliverables for each project in accordance with the requirements of the governmental agencies having jurisdiction over the project, including but not limited to: City of Los Angeles Department of Building and Safety, County of Los Angeles Health Department, and, if applicable, the Office of Statewide Health Planning and Development.

**1.17. LOW VOLTAGE SYSTEMS:** Unless otherwise stated in the Task Order for a particular project, Owner will be responsible for the design of voice, data and audio visual systems.

**2.1 TASK ORDERS:** Owner, without invalidating this Master Agreement, may from time to time issue to Consultant a request for proposal (an "**RFP**") for the performance of a scope of services for additional projects (or a new scope of services for an existing project). Upon receipt of an RFP, Consultant will promptly furnish to Owner a proposal in response to the RFP, which proposal shall further define the scope of services (if necessary) and set forth and substantiate the proposed schedule for performance, and the commercially reasonable cost of the new scope of services. The hourly rates to be utilized in any proposal will be in accordance with rates provided in this Master Agreement in **Exhibit "1"**. Once the Parties have agreed upon the terms and conditions of a new scope of services, changes, additions and/or deletions to an existing Task Order, Owner shall issue and the Parties shall promptly execute a written "**Task Order**" memorializing such agreement.

**2.2 CONSULTANT REQUESTED CHANGES:** Should Consultant contend that instructions issued by Owner after the issuance of an individual Task Order results in increased costs to Consultant, or requires additional time for completion, or Consultant becomes aware of the need or desirability of additional services, a request for additional services may be submitted to Owner, in writing, in a form acceptable to the Owner (a "**Consultant Change Request**"), fully justifying the reasons for such change and including a proposal defining the scope of the change along with fully substantiated cost and time impacts. Consultant may request additional compensation or time, but not when the issue giving rise to the request occurred more than five (5) days prior to Consultant's delivery of a Consultant Change Request to Owner with respect thereto. Consultant's failure to deliver a Consultant Change Request to Owner within such period shall be deemed a waiver of the right to adjustment of compensation or time for the alleged change. Upon Owner's approval of a Consultant Change Request, the applicable Task Order issued under this Master Agreement will be amended by Amendment as described in Section 2.3 or by issuing an additional Task Order as described in Section 2.1 above. With respect to each Task Order, Consultant shall not be entitled to any compensation for services performed by or for Consultant in addition to those set forth in such Task Order unless approved by Owner in an additional Task Order and/or Amendment.

**2.3 AMENDMENTS:** All amendments to this Master Agreement or to any Task Order (including, without limit, changes in the description of the Project, the scope of services,



the compensation and/or method of compensation to Consultant) (each, an “**Amendment**”) must be in writing, executed by both Parties, to be effective. All documents and terms and conditions not expressly modified in an Amendment to this Master Agreement and/or a Task Order shall remain unchanged.

**3.1 DISPUTE RESOLUTION:** The Parties to this Master Agreement will endeavor to resolve any claims, disputes, controversies or other matters of disagreement (each, a “**Dispute**”) among themselves in a reasonable, fair and equitable manner. If Consultant and Owner cannot agree regarding any Dispute including, but not limited to, the acceptability of the Services rendered, or the acceptability of any Work Product Deliverables, or whether additional services are required, or as to the compensation payable to Consultant under any particular Task Order, the next venue for resolution will be by mediation, and unless the Parties agree otherwise in writing, such mediation will be held in the City of Los Angeles and governed by the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The Parties shall share the mediation fees and filing fees equally. Agreements reached in mediation and reduced to writing shall be enforceable as settlement agreements in any court having jurisdiction. Any Dispute that cannot be resolved in mediation shall be resolved by binding arbitration before a single arbitrator, and unless the Parties agree otherwise in writing, such arbitration will be held in the City of Los Angeles and governed by the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If a Dispute arises and disputed amounts are withheld from Consultant, then Consultant shall continue to diligently perform all Services and endeavor to resolve the Dispute utilizing the terms and conditions contained herein. In the event of any Dispute between the Parties arising out of, or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable cost and expenses, including without limitation, reasonable attorneys’ fees. This Master Agreement and each Task Order shall be governed by California law.

**3.2 TERMINATION BY OWNER FOR CAUSE:** Owner shall have the right to terminate this Master Agreement or terminate any Task Orders issued upon written notice, effective immediately unless otherwise provided in writing by Owner, for any breach or failure of Consultant to perform any of Consultant’s obligations under this Master Agreement or a Task Order, including, but not limited to, the following: (i) failure to commence the Services in accordance with the provisions of this Master Agreement or any Task Order; (ii) failure to diligently perform the Services under any Task Order; (iii) failure to use acceptable personnel or sub-consultants or other Consultant Team members; (iv) failure to comply with any legal requirement applicable to the Master Agreement or any Task Order; or (v) failure to make prompt payments to its sub-consultants or other members of Consultant's Team. Such termination for cause by Owner shall not be deemed a waiver of any other right or remedy of Owner. In the event of a termination of a Task Order or this Master Agreement, Owner shall be entitled to withhold from Consultant amounts unpaid under this Master Agreement (including, in the case of a termination of an individual Task Order, amounts unpaid under other Task Orders not so terminated) sufficient to compensate Owner for all damages and losses incurred by Owner as a result of Consultant’s breach or failure to perform Consultant’s obligations, including,



without limitation, any increased costs of Services. If the amounts so withheld are insufficient to fully compensate Owner for such damages or losses, Consultant shall promptly pay the difference to Owner upon written notice and demand. Upon determination that the termination of a Task Order and/or this Master Agreement was wrongful, such termination will be deemed to be converted to a termination for convenience in accordance with Section 3.3 below. Upon termination of a Task Order, Consultant shall immediately deliver to Owner all Work Product Deliverables and any and all other documents in Consultant's possession related to the project to which such Task Order pertains. Upon termination of this Master Agreement, Consultant shall immediately deliver to Owner all Work Product Deliverables and any and all other documents related to all projects as to which Consultant performed Services under this Master Agreement.

**3.3 TERMINATION BY OWNER FOR CONVENIENCE:** Owner shall have the right to terminate this Master Agreement or terminate any Task Order issued for any project at Owner's convenience without regard to fault or breach upon written notice, effective immediately unless otherwise provided in writing by Owner. In the event of such termination for convenience, Owner shall pay as the full and sole amount due to Consultant those sums due under this Master Agreement or the terminated Task Order, as the case may be, for actual Services performed up to and including the date of termination plus reasonable costs incurred due to such termination. No fee, anticipated profit, or other compensation of any kind shall be due or payable to Consultant or Consultant's Team for unperformed Services. Upon termination of a Task Order, Consultant shall immediately deliver to Owner all Work Product Deliverables and any and all other documents in Consultant's possession related to the project to which such Task Order pertains. Upon termination of this Master Agreement, Consultant shall immediately deliver to Owner all Work Product Deliverables and any and all other documents related to all projects as to which Consultant performed Services under this Master Agreement.

**3.4 CONSULTANT TERMINATION/SUSPENSION OF SERVICES:**  
If Owner shall fail to make payment of undisputed amounts when due Consultant under the applicable Task Order through no fault of Consultant or Owner should otherwise commit a material default of Owner's obligations with respect to a Task Order, Consultant may, upon thirty (30) calendar days advance notice to Owner, either (i) suspend further performance of Services hereunder until Owner has paid such undisputed amount or cured such other default (as the case may be), or (ii) terminate such Task Order. Upon Consultant's termination of a Task Order for cause, Owner shall pay Consultant all undisputed amounts owed Consultant for Services performed by Consultant under such Task Order prior to such termination. Notwithstanding the foregoing to the contrary, if a Dispute arises and disputed amounts are withheld from Consultant, then Consultant shall continue to diligently perform all Services and endeavor to resolve the Dispute utilizing the terms and conditions contained in Section 3.1.

**3.5 CONSULTANT'S DUTIES UPON TERMINATION:** If Owner or Consultant terminate this Agreement and/or a Task Order pursuant to the terms of this Section 3, then Consultant shall deliver to Owner all Work Product Deliverables pertaining to the terminated Task Order (and, if the entire Agreement is terminated, all Task Orders), including records, reports, logs, diaries, estimates, contractor submittals and other items produced or





purchased pursuant thereto by or through Consultant, within fifteen (15) calendar days after the applicable party notified the other of such termination in an organized, usable form, in both a hard copy and computer medium (CAD and Revit Linked Model) form, with all items properly labeled to the degree of detail specified by Owner. No compensation otherwise due under the terminated Task Order (or, if the Agreement is terminated, any Task Orders) shall be due Consultant until it complies with the requirements of this Section.

**4.1 ALL-INCLUSIVE SERVICES AND ALLOWABLE REIMBURSABLE EXPENSES:**

Consultant shall, at its sole cost and expense, furnish all labor, materials, supplies, facilities, equipment, transportation, and all else necessary and incidental to perform the Services required under this Master Agreement and each Task Order. If and only to the extent specified in the applicable Task Order, Consultant shall be reimbursed for the following expenses at cost, with no markup, provided the expenses are reasonably and necessarily incurred by Consultant in the interest of the project to which such Task Order pertains, and provided further that Consultant submits complete back-up documentation acceptable to Owner for actual costs with each invoice:

1. Expenses in connection with personnel travel authorized in advance in writing by Owner (excluding travel to and from the offices of Consultant and to and from the offices of Consultant's Team) to and from governmental agencies, and travel to the area of the applicable project site; voice and data including FAX transmissions outside the 213, 310, 323, 626, 714, 818, 909, 949 & 951 area codes; fees paid for securing approvals of authorities having jurisdiction over the applicable project.
2. Reproduction, postage and handling of Work Product Deliverables.
3. Expenses of additional insurance coverage or limits, requested by Owner in excess of that specified in Article 5.1 and 5.2.

Consultant shall obtain Owner's prior written approval for reimbursement of all of the following: (i) expedited delivery charges not due to delay by Consultant; (ii) extraordinary or out-of-town travel expenses; (iii) document reproduction costs in excess of \$500; and (iv) any individual cost, fee or expense in excess of \$500. Notwithstanding the foregoing, in no event shall Consultant be reimbursed for any reimbursable expenses in excess of the amount indicated in the applicable Task Order (when aggregated with all other reimbursable expenses to which Consultant has or shall be reimbursed under the applicable Task Order).

**4.2 PROGRESS BILLINGS:** Consultant may submit monthly progress billings against each Task Order issued for compensation and allowable reimbursable expenses. Consultant's progress billings shall be billed on the basis of percent complete to date, subject to Owner's approval. Consultant may not bill more often than once a month per Task Order. Consultant's billings shall include a separate line item for reimbursable expenses, which shall be billed based on actual costs. The Task Order progress billing form shall include the Purchase



Order Number, Master Agreement Number, Task Order Number, a unique invoice number, project name, the agreed sum to date, not to exceed reimbursable amount, previously billed amounts, current billing amount, percent complete and unbilled. Consultant billings will not be subject to retention or submission of waivers, liens or releases for payment. However, if Owner has any concerns at any time regarding Consultant's payment to any member of Consultant's Team, then Owner may require Consultant to submit statutory conditional lien releases from Consultant and Consultant's Team for all amounts represented on each progress billings and statutory unconditional lien releases for all amount previously paid to Consultant and Consultant's Team.

**4.3 PURCHASE ORDER ("PO"):** The Parties agree that concurrent with execution of this Master Agreement and the applicable Task Order, Owner's purchasing department will prepare a standard PO which will automatically become part of this Master Agreement and such applicable Task Order. Owner uses the PO for accounting and payment purposes. Owner requires that a PO be created with every contract and Task Order in order to create a commitment in Owner's accounting system to pay invoices against. A copy of the standard PO can be accessed at <http://businessservices.usc.edu/for-suppliers/forms/> under "USC Purchase Order Terms and Conditions". The Parties agree that if any of the USC Purchase Order Terms and Conditions conflict with the terms and conditions of this Master Agreement or any Task Order, then the conflicting USC Purchase Order Terms and Condition shall be fully and completely deleted and superseded by the terms and conditions of this Master Agreement or the applicable Task Order.

**5.1 PROFESSIONAL LIABILITY INSURANCE:** Consultant and Consultant's Team shall maintain in full force and effect and written by carriers reasonably acceptable to Owner, throughout the Term of this Master Agreement and for at least three (3) years after the date of final completion of each project to which a Task Order pertains, a professional liability insurance policy, in a minimum limit of one million dollars (\$1,000,000.00) per claim and annual aggregate, providing coverage for claims arising from performance of professional services by Consultant and Consultant's Team for each project authorized by a Task Order, including liability assumed under and arising from this Master Agreement and each such Task Order.

**5.2 OTHER INSURANCE:** Consultant and Consultant's Team shall, at their own expense, procure and maintain, on all its operations with carriers properly licensed and acceptable to Owner, insurance which shall include the following coverages:

- i) Workers Compensation Insurance as required by law and Employer's Liability Insurance (\$1,000,000.00 bodily injury, \$1,000,000.00 by disease (occurrence), and \$1,000,000.00 bodily injury by disease (aggregate));
- ii) Commercial General Liability Insurance covering all operations (coverage to be in an amount no less than one million dollars (\$1,000,000.00) combined single limit for injuries or death to persons or damage to



property) with coverage at least as broad as that provided by ISO CG Form 00-01; and

- iii) Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles (coverage to be in an amount no less than one million dollars (\$1,000,000.00) combined single limit).

### **5.3 GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGES**

The University of Southern California, its trustees, officers, officials, managers, employees, agents and volunteers (sometimes collectively referred to as “**Additional Insureds**”) are to be covered as additional insureds on Consultant’s Commercial General Liability Insurance, Automobile Liability Insurance and for all other policies maintained under this Master Agreement by Consultant (excluding Workers’ Compensation, Employers’ Liability and Professional Liability Insurance). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### **5.4 ALL COVERAGES**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been given to Owner. Such provision shall appear in the certificate of insurance. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant and Consultant's Team, and any approval of said insurance by Owner or Owner's insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and the obligations of Consultant under the indemnification or any other provisions of this Master Agreement. The policies shall state that they afford primary coverage.

### **5.5 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers admitted in the State of California and rated "A VIII" or better by A.M. Best's Guide.

### **5.6 VERIFICATION OF INSURANCE**

Consultant and Consultant's Team shall furnish Owner with certificates of insurance and with copies of original endorsements effecting coverage required by this clause before commencement of the Services for each project as to which a Task Order pertains, at the anniversary dates of the submittal and at any time when a material change in coverage, carriers or underwriters occurs. The certificates and original endorsements (i) shall be identified on their face with the name of Owner and the applicable project and the contract number and Task Order number for such applicable project, (ii) shall be signed by a person authorized by that insurer to bind coverage on its behalf and (iii) shall be received and approved by Owner before Services commence for such applicable project. Owner reserves the right to require complete, certified copies of all required insurance policies and



endorsements at any time. The maintenance in full current force and effect of such coverage shall be a condition precedent to Owner's obligation to pay Consultant under this Master Agreement and Owner reserves the right to withhold payments to Consultant in the event of non-compliance with the insurance requirements outlined above.

**5.7 WAIVER OF SUBROGATION.** Consultant agrees to waive all claims against Owner for damages to the extent Consultant is compensated for such damages by the insurance which Consultant is required to maintain under this Master Agreement and each Task Order (or would have been compensated had Consultant maintained such insurance). In addition, Owner hereby waives all claims against Consultant for property damages to the extent that (i) the property damages are covered and paid by Owner's Builder's Risk Insurance policy on the Work for the applicable project, (ii) the property damages are sustained prior to substantial completion of the Work for such applicable project and (iii) the property damages relate to the Work for such applicable project, but Owner does not waive its subrogation rights and damages as to any of Owner's other properties that are not part of the Work for such applicable project. The insurance policies required to be maintained by Consultant under this Master Agreement shall include waivers of subrogation by endorsement or otherwise as necessary to be effective. Consultant shall require all members of Consultant's Team to include similar waivers of subrogation in their respective contracts. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**6.1 INDEMNITY** Consultant agrees to indemnify, hold harmless, and protect to the maximum extent permitted by applicable Laws, Owner, its trustees, officers, officials, managers, employees, agents, consultants, volunteers and their respective successors and assigns ("**Indemnitees**"), from and against any and all liabilities, losses, breaches, liens, encumbrances, suits, claims, damages, costs, judgments and expenses (including reasonable attorney's fees and cost of litigation) (collectively, "**Damages**") to the extent such Damages arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant or Consultant's Team, or their respective agents, officers, managers, employees, representatives, successors and assigns, in connection with the performance of this Master Agreement, all Task Orders, and all Services related thereto. Although Consultant's indemnification obligations under this Section 6.1 shall not give rise to a duty to defend any Indemnitee against a third party claim arising from those Damages describe above, Consultant shall have the obligation to reimburse each Indemnitee those attorneys' fees, court costs, expert fees and other defense costs (collectively, "**Defense Costs**") incurred by such Indemnitee with respect to any such claim; provided, however, in no event shall the Defense Costs charged to Consultant for any such claim for Damages exceed the collectively proportionate percentage of fault for such Damages as determined by an arbitrator or other trier of fact of Consultant, its agents, employees, representatives, Consultant's Team or anyone for whose acts they may be liable. This indemnity shall survive termination of this Agreement and any Task Order or final payment under this Agreement or any Task Order.



**6.2 CONFIDENTIALITY** Except as required by applicable Laws, neither Consultant nor any of Consultant's Team, nor their respective agents, employees, representatives, sub-consultants or suppliers, shall engage in any communication or correspondence with persons not directly involved in the project to which a Task Order pertains, concerning any aspect of the design and construction of such project, without the express prior-written consent of Owner. All communications to the media, or in response to inquiries made by private citizens, shall be issued solely through Owner.

**6.3 INDEPENDENT CONTRACTOR** It is understood that in the performance of the Services herein provided for, Consultant shall be, and is, an independent contractor, and is not an agent or employee of Owner and shall furnish such Services in its own manner and method except as required by this Master Agreement and each Task Order. Further, except as provided herein, Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Consultant in the performance of the Services hereunder. Consultant shall be solely responsible for, and shall indemnify, defend and save Owner harmless from all matters relating to the payment of Consultant's Team, including compliance with social security, withholding and all other wages, salaries, benefits, taxes and regulations. Consultant acknowledges that Consultant's Team shall not, under any circumstances, be considered employees of Owner, and that they shall not be entitled to any of the benefits or rights afforded employees of Owner including, but not limited to, sick leave, vacation leave, holiday pay, benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

**6.4 CONSULTANT NOT AGENT** Except as Owner has expressly specified in this Master Agreement or any Task Order, Consultant and Consultant's Team shall have no authority, express or implied, to act on behalf of or bind Owner in any capacity whatsoever as agents or otherwise.

**6.5 NO WAIVER OR ESTOPPEL** Owner's waiver of any term, condition, breach or default of this Master Agreement or any Task Order shall not be considered to be a waiver of any other term, condition, default or breach. Any approval, disapproval or omission to approve or disapprove the Services or charges by Owner shall not relieve or diminish Consultant's responsibilities under this Master Agreement or any Task Order.

**6.6 LIMITATION ON PERSONAL LIABILITY** Notwithstanding any contrary provision in this Master Agreement or any Task Order, no trustee, member, board member, principal, officer, employee, agent, representative, or subsidiary of Owner (each a "**Direct Affiliate of Owner**"), or trustee, member, board member, general partner, limited partner, principal, officer, employee, agent, or representative of any Direct Affiliate of Owner (together with the Direct Affiliates of Owner, the "**Affiliates of Owner**") shall have any personal liability for the performance of any contractual obligations, or in respect of any liability of Owner under this Master Agreement and no monetary or other judgment shall be sought or enforced against any such individuals or their assets, all such personal contractual liability being expressly waived



by Consultant. Further, the covenants and obligations contained in this Master Agreement and in each Task Order on the part of Owner shall be covenants and obligations of Owner only, and not of any Affiliates of Owner. No Affiliates of Owner shall be individually liable for breach of any covenant or obligation of Owner, and no recourse shall be had against the assets of any Affiliates of Owner (except to the extent of Owners' assets but excluding therefrom any negative capital account of any such Affiliates of Owner) for payment of any sums due or enforcement of any other relief, based upon any claim made by Consultant for breach of any of Owner's covenants or obligations.

**6.7 COUNTERPARTS** This Master Agreement may be executed in counterparts by each Party and when the signed counterparts are gathered together, they shall be deemed to constitute a fully executed conformed and binding Master Agreement ("**Binding Agreement**"). Each conformed copy of the Binding Agreement shall be deemed by the Parties to be originals that are binding on the Parties and in full force and effect.

**6.8 NOTICES** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts) or sent by telecopy or electronic mail, receipt confirmed, to the address for the party being noticed that is set forth below, and shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, and if not so received, shall be deemed received upon the following business day.

If to Owner: Wendy Kaszycki  
University of Southern California  
3434 South Grand Avenue, CDF  
Los Angeles, CA 90089-3162  
[kaszycki@usc.edu](mailto:kaszycki@usc.edu)

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.9 INTEGRATION** This Master Agreement constitutes the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, understandings, representations or agreements, either written or oral. The Master Agreement terms and conditions express the complete and exclusive agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

**6.10 CALIFORNIA ARCHITECTS BOARD** Consultants are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.



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**SIGNATURES** Consultant hereby represents and warrants to Owner that Consultant has the right, power, legal capacity and authority to enter into and perform its obligations under this Master Agreement and any subsequent Task Orders, and that signature and execution of this Master Agreement and any subsequent Task Orders have been duly authorized.

**CONSULTANT:**

**OWNER:**

**CONSULTANT ORGANIZATION**

**UNIVERSITY OF SOUTHERN CALIFORNIA**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

By: **FIRM SIGNATORY #1**  
*Name*

By: Wendy Kaszycki  
*Name*

Its: **FIRM SIGNATORY TITLE**  
*Title*

Its: Associate Vice President

Capital Construction and Facilities  
Management Services

California License No. **LICENSE NO**

*Title and Department*

\_\_\_\_\_  
*Signature*

By: **FIRM SIGNATORY #2**  
*Name*

Its: **FIRM SIGNATORY TITLE**  
*Title*

California License No. **LICENSE NO**

Federal Tax I.D. No. **FEDERAL TAX NUMBER**





EXHIBIT "1"  
to the  
Master Agreement between Owner and Consultant ("Master Agreement")  
between University of Southern California ("Owner")  
and [REDACTED] ("Consultant")

HOURLY RATES

To be provided with each Task Order if applicable



EXHIBIT "2"  
to the  
Master Agreement between Owner and Consultant ("Master Agreement")  
between University of Southern California ("Owner")  
and [REDACTED] ("Consultant")

UNIVERSITY POLICIES

For purposes of this **Exhibit "2"**, all references to "Contractor" shall mean and include Consultant. Contractor shall understand and comply with all applicable University Policies. To assist Contractor in accessing the official versions of applicable University Policies, Contractor should use the following link which will open the USC policy website: <http://policies.usc.edu/>

University Policies are established to create a safe and productive work environment and to ensure compliance with regulatory requirements. Contractor's ongoing responsibility is to familiarize itself with and adhere to applicable University Policies. Because University Policies are modified from time to time, Contractor must check the "What's New" link at the USC policy website on a regular basis. Each policy includes contact information for specific policy-related questions.

A list of key University Policies related to construction and procurement are listed below. Contractor should use the specific links in this **Exhibit "2"** to access specific policies.

1. University Policy on Retaining Disadvantaged Business Enterprises:
  - a) Supplier Diversity Services:  
<http://businessservices.usc.edu/for-suppliers/supplier-diversity/>
  
2. University Policy on Non-Discrimination:
  - a) Equal Opportunity, Affirmative Action and Non-Discrimination:  
<https://policy.usc.edu/equal-opportunities/>
  
3. University Policy on Sexual Harassment:
  - a) Discrimination, Harassment, Sexual Harassment and Sexual Assault:  
<http://policy.usc.edu/discrimination/>
  
4. University Policy on Board Conflicted Contractors and Subcontractors:
  - a) Conflict of Interest in Professional and Business Practices:  
<http://policy.usc.edu/conflict-of-interest/>



b) Ethics Policy:

<http://policy.usc.edu/ethics/>

c) Requirements. Contractor will not employ any unlicensed Subcontractors, sub-contractors or unqualified persons. Upon Owner's request, Contractor will promptly replace any Subcontractor, sub-contractors or employee which Owner deems, in its sole discretion, to be unqualified, unfit or otherwise unacceptable to Owner. Contractor shall include in all subcontracts a requirement for Subcontractors and sub-contractors to obtain all insurance required in Article 5, except that limits of liability and deductibles may be reduced by Contractor as approved in advance in writing by Owner. Each Subcontractor or sub-contractor agreement, supply agreement or purchase order for any portion of the Work is hereby assigned by Contractor to Owner provided that the assignment is effective only after termination of the Agreement by Owner in writing and after Owner's written election to exercise the assignment.

d) Trustee Affiliates. Contractor will not employ, retain or use any Subcontractors, sub-contractors (or sub-Subcontractors or sub-sub-contractors) as provided by Owner in the attached listed and as such list may be modified and updated from time to time by Owners upon written notice to Contractor ("**Affiliated Company**"), without prior notification and approval from Owner. Contractor shall, and Contractor shall cause subcontractors and sub-contractors to, provide advance written notice to Owner of any intent to employ an Affiliated Company or to permit an Affiliated Company to participate in the Project with reasonably sufficient advance notice to Owner in order for Owner to review and approve the Subcontractor or sub-contractor (or sub-Subcontractor or sub-sub-contractor) through its board of trustees' conflict of interest approval process. Any Affiliated Company employed as a Subcontractor (or sub-Subcontractor) must be selected based upon a blind bidding procedure with the Affiliated Company prevailing as the most competitive bid out of a minimum of three (3) submitted bids. Contractor understands and agrees that the Affiliated Companies listed by Owner are affiliated with a member of Owner's board of trustees and that, under Owner's conflict of interest policy for members of its board of trustees, Owner must seek the prior approval of its board, which meets on a calendar quarterly basis, for the use of such Affiliated Company in connection with the Project.

5. University List of Trustee Affiliated Firms:

See Exhibit 3 for the University List of Trustee Affiliated Firms

6. Certification Regarding Debarment:

Debarment Form (pdf) For purchases \$30K or more when project is government funded.



7. Certification Regarding Lobbying:  
Lobbying and Anti-Kickback Certification (pdf) for purchases \$100K or more when project is government funded.
8. Political Activity:  
<http://policy.usc.edu/political-activity/>
9. Basis of Design. Owner's Basis of Design, standards and guidelines are posted at the USC Facilities Management Services website at the following link:  
<http://facilities.usc.edu/leftsidebar.asp?ItemID=516>
10. CAD Guidelines. Architect shall comply with the CAD Guidelines posted at the USC Facilities Management Services CAD Services website at the following link:  
[http://facilities.usc.edu/multisidebar\\_sublinks.asp?ItemID=236](http://facilities.usc.edu/multisidebar_sublinks.asp?ItemID=236)
11. University Record Revit Model Requirements. For projects that will be designed and constructed utilizing Revit models with linked AutoCAD drawings ("**Revit Linked Models**"), which are organized by discipline with the USC Shared Parameters:
  - a. The USC Shared Parameters are attributes assigned to specific Revit categories of elements to be populated with both the USC Shared Parameter Name and the Parameter Values. USC Shared Parameters allow proper organization of the project elements for managing the contract execution of the project as well as organize the Record Revit Linked Model that is used after project completion for operations and maintenance.
  - b. These Revit Linked Models will contain the facilities data through parameter values which are identifiable by parameters whose name contain the prefix "Install". Contractor and Subcontractors shall assist Consultant, Architect, engineers and design consultants in uploading the linked spreadsheet data to Revit Linked Models. The individual USC Shared Parameter field values for facilities "Install" data are identified in the USC provided Revit template spreadsheets. These spreadsheets are associated with the project Revit Linked Models. Owner and Owner's Consultant(s) will provide oversight to both the Contractor and Design teams in their delivery and upload to e-Builder of models and linked files.
  - c. Consultant shall use USC's template Project Record Revit Requirements Execution Plan ("**PRxP**") in collaboration with Contractor to provide Owner with a project specific signed PRxP to assign responsibility for all project scope.
12. Smoke Free:  
<http://policy.usc.edu/smoke-free/>

End of Exhibit "2"



EXHIBIT "3"  
to the  
Master Agreement between Owner and Consultant ("Master Agreement")  
between University of Southern California ("Owner")  
and [REDACTED] ("Consultant")

UNIVERSITY LIST OF TRUSTEE AFFILIATED CONTRACTORS

Below is a current listing of firms (“**Named Firms**”) who have affiliations with certain members of the University of Southern California’s Board of Trustees:

- ACME Steel
- American Commercial Equities, LLC
- American Commercial Equities Two, LLC
- American Commercial Equities Three, LLC
- Anderson Companies
- AON Risk Solutions
- AON Risk Services
- Arnel Development
- Becho, Inc.
- Black Construction
- Caruso Affiliated
- Casden Property Management
- Cherry Hill Construction, Inc.
- Chung Shing Development Co., Ltd.
- Cosgrove Global Limited
- ConAm Management
- Desert Mechanical
- Desert Plumbing & Heating Company, Inc.
- Ferdin LLC
- Fisk Electric Company
- Five Star Electric
- Frontier-Kemper Constructors
- Fubon Construction Co., Ltd.
- Fubon Realtors Co., Ltd.
- GFM, LLC (The Grove, LLC)
- Hang Lung Group Limited



- Hang Lung Properties Limited
- HCP, Inc.
- HG American Commercial Properties One, LLC
- HG American Commercial Properties Two, LLC
- James A. Cummings, Inc.
- Jamison Realty, Inc.
- KDG Construction Consulting
- Keating Building Corporation
- Lunda Construction Company
- Majestic Realty Company
- Nagelbush Mechanical
- Perini Building Company, Inc.
- Perini Management Services, Inc.
- PowerCo Electric Corporation
- Primerose Development Group, Limited
- Prologis, Inc. (formerly, AMB Property Corporation)
- Quinn Group, Inc.
- Quinn Power Systems
- Rudolph and Sletten, Inc.
- Superior Gunitite Company
- Tata Steel Limited
- TCCI Investment & Development Co., Ltd.
- The Casden Company and Affiliates and Subsidiaries
- The Brickstone Companies
- The Herrick Corporation
- The Tata Power Company, Limited
- Tutor Perini Corporation
- Tutor Perini Corporation of New York
- Tutor-Saliba Corporation
- WDF