

**REQUEST FOR PROPOSALS  
#23-0270**

for

**PROJECT MANAGEMENT SERVICES**

Related to the  
McALLISTER STREET CAMPUS STREETScape PROJECT



**UNIVERSITY OF  
CALIFORNIA  
HASTINGS**  

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**COLLEGE OF THE LAW**

RFP Issue Date: May 10, 2013

RFP Due Date: June 17, 2013

Contact [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)



## **PROJECT MANAGEMENT SERVICES**

### **McALLISTER STREET CAMPUS STREETScape PROJECT**

#### **Purpose:**

The purpose of this Request for Proposals (RFP) is to:

Secure PROJECT MANAGEMENT SERVICES. Awarded firm will act as the PM for this project, primarily including (but not necessarily limited to) the five areas below:

1. Provide expert-level project management and construction administration services as outlined in the detailed scope of work in Exhibit A;
2. Assume primary responsibility for coordination with the City and County of San Francisco including the Department of Public Works for final plan review and approval;
3. Assist in the selection of the architectural and engineering design team.
4. Assist in the formulation of plans/specifications/drawings for use in the public bidding process.
5. Prepare documentation and develop grant agreement compliance protocols and procedures as required by the City and County of San Francisco.

#### **About UC Hastings**

The College was founded in 1878 as the “law department” of the University of California. UC Hastings is the oldest public law school in California. Founded by Chief Justice Serranus Clinton UC Hastings, the College was established by the California Legislature with its own Board of Directors which has operated the College independently of the Board of Regents of the University of California since its founding. The Board of Regents possesses degree-granting authority, but all other aspects of the College are under the control of the UC Hastings Board of Directors. The College is the only stand-alone, public law school in the nation.

The mission of UC Hastings is to provide an academic program of the highest quality, based upon scholarship, teaching, and research, to a diverse student body and to assure that its graduates have a comprehensive understanding and appreciation of the law and are well trained for the multiplicity of

roles that they will play in a society and profession that are subject to continually changing demands and needs.

UC Hastings' reputation for academic excellence, its formal affiliation with the University of California (UC), and its location in San Francisco's downtown civic center are major factors contributing to the overall strength of the Institution. This intrinsic quality is reflected in the large number of applications received for a very limited number of seats. Hence, UC Hastings' enrollment management objectives are to matriculate select students of the highest academic credentials.

### **About the Project**

UC Hastings has been programmed a total of \$800,000 in Proposition AA funding administered by the San Francisco County Transportation Authority (SFCTA) for the McAllister Street Campus Streetscape Project. Proposition AA (Prop AA) is a \$10 countywide vehicle registration fee that was passed by San Francisco voters in 2010. It is a key part of an overall strategy to develop a balanced, well thought-out program to improve transportation for San Francisco residents. Prop AA generates about \$5 million in revenues each year, which are used to fund smaller, high-impact street repair and reconstruction, pedestrian safety, and transit reliability and mobility improvement projects throughout the city.

As a public sector partner, UC Hastings is supplementing SFCTA funding by allocating \$514,000 to support its portion of the Streetscape Plan, including:

- Replacement of the existing sidewalk at 100 McAllister on the McAllister and Leavenworth Street sides of the building which has deteriorated, creating trip and fall hazards and allowing water seepage to the underlying basement; this sidewalk results over a basement vault and partial replacement of structural steel is anticipated.
- Replacement of the existing sidewalk along the McAllister Street frontage at 198 McAllister
- Up-lighting and other enhancements on the plaza (also known as "the Beach") and surrounding areas of 198 McAllister.

UC Hastings retained the San Francisco Department of Public Works in 2010 to develop concept drawings for an enhanced streetscape along the campus perimeter. The UC Hastings Campus Streetscape Plan includes safety improvements such as sidewalk bulbouts, curb ramps, and a traffic island as well as sidewalk replacement and widening, landscaping, public art, and lighting. Two public meetings were held during the Plan's development to gain community input. The UC Hastings Campus Streetscape Plan is based on the recommendations of the Tenderloin-Little Saigon Neighborhood Transportation Study, which also involved an extensive community engagement process, from setting goals, identifying transportation needs and opportunities, and prioritizing projects. The Tenderloin Housing Clinic, a provider of services in the Tenderloin and Little Saigon neighborhood, led the outreach element of the Plan. Additional outreach was provided by the Southeast Asian Community Center and Asian Neighborhood Design. UC Hastings was proud to be an active participant in the process.

UC Hastings has taken substantial steps towards implementing the Campus Streetscape Plan, having completed its first phase in 2009 with sidewalk widening, street tree planting and improved lighting on Golden Gate Avenue (south) between Larkin and Hyde Streets which was done in conjunction with the College's development of a retail and parking facility on Golden Gate Avenue.

UC Hastings is now partnering with the San Francisco County Transportation Authority to implement improvements along McAllister Street (north) between Leavenworth and Hyde. This heavily travelled artery links the Mid-Market Street area, undergoing substantial revitalization, to San Francisco's Civic Center home of governmental, cultural and educational assets and public open space. The project leverages the financial and project delivery resources of UC Hastings, an institutional partner with deep roots in the community, with support provided by other public and community stakeholders.

It is estimated that the total project cost for the streetscape improvements is \$1,314,000, based on the conceptual plans. Of this amount, Prop AA will fund \$800,000 for the costs associated with the sidewalk extension and the Tenderloin-Little Saigon Neighborhood Transportation Study improvements. Prop AA funds are being leveraged against \$514,000 from UC Hastings. UC Hastings will also develop 30% construction drawings for Phase IIB (McAllister Street (South) between Hyde and Larkin) for future implementation once a funding source for project completion was identified.

The funding plan for the project is shown below.

<u>Phase</u>	<u>Cost</u>	<u>Prop AA Funding</u>	<u>UC Hastings</u>
Design Engineering & Environmental	\$137,000	\$83,000	54,000
Construction & Contingency	\$1,177,000	\$717,000	\$460,000
Total	<b>\$1,314,000</b>	\$800,000	\$514,000

The Project Proposal for the McAllister Street UC Hastings Campus Streetscape Plan (August 6, 2012) submitted to the SFCTA can be found at:

<http://www.uchastings.edu/about/admin-offices/purchasing-mail/bids/index.php>  
scroll to RFP #23-0270

### **UC Hastings Contact Information**

The primary contacts for this process are:

**David Seward**, Chief Financial Officer  
[sewardd@uchastings.edu](mailto:sewardd@uchastings.edu)

**Darryl Sweet**, Director of Business Services  
[sweetd@uchastings.edu](mailto:sweetd@uchastings.edu)

**Sunny Dhamrait**, Facilities Manager  
[dhamrait@uchastings.edu](mailto:dhamrait@uchastings.edu)

**Tentative Schedule / Dates:**

RFP sent:	Friday, May 17, 2013
Pre-proposal meeting:	Tuesday, May 28, 2013
Questions due to UCH:	Thursday, May 30, 2013, by 3:00 p.m.
Responses from UCH:	Friday, May 31, 2013 by close of business
RFP due:	Thursday, June 7, 2013
Evaluation period:	June 8 – June 16
Target award date:	June 17, 2013

**Guidelines for Submittal**

To appropriately evaluate each design firm’s capabilities, responses are to be tendered according to the guidelines listed below.

UC Hastings seeks firms meeting these requirements and qualifications:

1. Demonstrated project planning and delivery experience;
2. Offices in the greater San Francisco Bay Area;
3. Demonstrated experience in work in the public right of way and streets of the City and County of San Francisco that has occurred within the last 36 months;
4. Provide a list of completed projects of similar size and scope;
5. Provide references on completed projects.

Incorporate your answers to #1 - #5 above in your response.

Each firm is to address their expertise in fulfilling the UC Hastings Scope of Work included in this RFP, Exhibit ‘A’. The proposal shall clearly address all information requested in this RFP, and in any addenda. Structure your response as follows:

1. **Executive Summary:**
  - Describe your firm, including size, location, etc.
  - Provide names, resumes, certifications and specialties of the personnel who would be assigned to this project.
2. **Project Management Expertise**
  - Provide a list of recent projects of similar size and scope (including appropriate customer and contact information), and the outcome of the projects. Be sure to include any UC campuses or other public agencies for which you have provided these services.

### **3. Compensation**

- Provide a complete fee proposal for this project:
  1. Base project management services,
  2. Participation in the bidding phase,
  3. Construction phase (project management/construction administration)
- Provide an hourly rate chart for reference and to back up your fee proposal.

### **Due Date**

Your completed proposal is due (via e-mail) by **MONDAY, JUNE 17, 2013, close of business**, to:

Darryl Sweet  
Director of Business Services  
[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

Questions and clarifications concerning this Request for Proposals should be sent in writing via e-mail to the attention of Darryl Sweet at [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu) referencing the appropriate RFP section and page number. Written responses to all submitted questions will be provided to all potential Suppliers following the site visit and during the Q&A phase only.

### **Confidentiality**

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public shall be treated as confidential and proprietary. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

### **Agreement Term**

It is the intent of UC Hastings to enter into an agreement with a single firm. A standard UCH agreement is attached for reference. Actual agreement may differ slightly.

### **Other Conditions:**

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any Consultant for any services. UC Hastings may reject any or all design firm proposals at UC Hastings sole discretion. Failure to comply with all the terms and conditions of this RFP may result in its rejection.

### **Incorporation of Proposal into Contract**

This RFP, the awarded firm's proposal, and all other representations made by the firm, will be incorporated into any and all contract agreements between the firm and UC Hastings.

### **Award**

Award will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, proven experience and the cost proposal for the project. UCH may require a finalist round or round(s) to evaluate and assist in making final decision.

### **Pre-proposal Conference**

This is a chance to meet with the UC Hastings Team, get a look at the current streetscape scenario with the team onsite, and to ask questions.

The conference is not mandatory, but may be beneficial in drafting your proposal to the college.

RSVP to the meeting to [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

Tentative meeting date is: Tuesday, May 28, 2013

Time and location will be sent to attendees who RSVP.



## **Exhibit 'A'**

### **Detailed Scope of Work**

#### **1. PROJECT ANALYSIS PHASE:**

- 1.1. Review all documentation related to the UC Hastings McAllister Street Campus Streetscape Project (the Project)
- 1.2. Develop for UC Hastings (the Client):
  - 1.2.1. Project Organizational Structure
  - 1.2.2. Meeting Schedules/Types of meetings required and Attendance
  - 1.2.3. Project logistics during construction including security, temporary access, construction parking
- 1.3. Develop an understanding of
  - 1.3.1. SF Department of Public Works (DPW) streetscape design criteria and plan review processes
  - 1.3.2. SF County Transportation Authority (SFCTA) reporting requirements and scheduling
  - 1.3.3. Assess the impacts to adjoining properties from construction to safeguard the Client's interest.
  - 1.3.4. Required internal and external project documentation.
- 1.4. Following the project assessment, the Project Manager (PM) will propose to the Client a project organizational structure, operating procedures, etc., needed for its successful management.

#### **2. APPROVALS AND ENTITLEMENTS PHASE:**

- 2.1. Review SFCTA Standard Grant Agreement, reporting requirements and other grantor stipulations.
- 2.2. Prepare and submit SFCTA grant allocation disbursement and award documentation.
- 2.3. Assess the status of entitlements to validate allowable options and determine any variance to the existing SFDPW approvals.
- 2.4. Analyze the approved Project Plan to validate previous determinations with City and



County of San Francisco officials on traffic and parking impacts and other potential environmental impacts.

- 2.5. Assess impacts and required approvals for the relocation or modification of water, sewer, transportation and street signals and pedestrian safety devices or infrastructure as potentially impacted by the Project.
- 2.6. At the completion of this phase, assist UC Hastings staff to prepare an RFP for Architectural and Engineering Services for the UC Hastings McAllister Street Campus Streetscape Project defining the scope and phasing of the project for the design team to preparing specifications for the public bidding.
- 2.7. The PM will coordinate with the San Francisco Department of Public Works to secure design approval for the plans.

### **3. PRE-DESIGN PLANNING PHASE:**

- 3.1. During this phase, the PM will assist the Client to;
  - 3.1.1 Defining overall project objectives and options.
  - 3.1.2 Determine the project team's organizational structure, operating procedures, etc.
  - 3.1.3 Consultant selection process (e.g., assist UC Hastings staff define the selection criteria and interview Architects, Engineers, Landscape Designers etc.).
  - 3.1.4 Assist UC Hastings staff negotiate consultants contract, scope and fee level on behalf of the Client.
  - 3.1.5 Coordinate the design team's initial due diligence investigations.
  - 3.1.6 Definition of Land Use/ Entitlements Issues and in the selection of applicable consultants.
  - 3.1.7 Develop a master schedule for the entire project.
  - 3.1.8 Define the role for the Client's Facilities and Purchasing Managers in the project's design and construction, and project delivery.
  - 3.1.11 Refine the preliminary total project budget.
  - 3.1.12 Consult with the Client to determine the appropriate contractor selection method.

### **4. DESIGN PHASE:**

- 4.1. Oversee the design phase of the project to ensure that the Clients requirements are met for:
  - 4.1.1. Budget,
  - 4.1.2. Schedule
  - 4.1.3. Function
  - 4.1.4. Aesthetics
  - 4.1.5. Maintenance
- 4.2 Instruct the Design Team to modify/ change design as necessary to meet the Client's objectives.
- 4.3 Monitor the design progress with respect to project schedule, budget, etc.

- 4.4 Review bidding documents prior to issuance.
- 4.5 Assist in the development of the Construction Contract to minimize Change Orders.

**5. BIDDING/ NEGOTIATION PHASE:**

- 5.1. Arrange a project site walk-through as part of a Contractor's pre-bid conference.
- 5.2. Evaluate the bids and prepare a bid comparison matrix of the Contractors bids.
- 5.3. Finalize contract amendment requirements for inclusion in the bid process.
- 5.4. Assess value-engineering opportunities solicited from bidders.

**6. BID ANALYSIS STAGE:**

- 6.1. Solicit comments from all bidders regarding areas of concern, omission or ambiguity in the contract documents identified during bidding.
- 6.2. Cause the contractor to develop a detailed progress schedule.
- 6.3. Define the Pay Application process for the Contractor.
- 6.4. Define the project administration procedures for the Contractor.
- 6.5. Define Change Order substantiation procedures as stipulated in the Contract.
- 6.6. Negotiate final contract language with the Contractor.
- 6.7. Refine the project budget and schedule.

**7. CONSTRUCTION PHASE SERVICES:**

- 7.1. With the Architect, provide administration for the construction contract.
- 7.2. Oversee developments of the Contractor's detailed critical path method schedule.
- 7.3. Monitor schedule progress and budget compliance throughout the contract process.
- 7.4. Evaluate, recommend for approval and process Payment Applications through the Client's staff for payment.
- 7.5. Assist the Architect, as required in quality control of the design and construction process as it proceeds.
- 7.6. Chair and minute weekly site progress meetings.
- 7.7. Evaluate and resolve any Change Order applications.
- 7.8. Cause the Architect and the Consultants to action their punch-listing of the work as it progresses.
- 7.9. Assist in governmental/ regulatory agency approvals.
- 7.10. Settle any outstanding claims on the project, Construction and FF&E and other sources.
- 7.11. Coordinate close-out documentation for the project.

## **SAMPLE AGREEMENT**

### **AGREEMENT BY AND BETWEEN**

**UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW**

**AND**

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THIS AGREEMENT (“Agreement”), made and entered into as of \_\_\_ by and between Hastings College of the Law, hereinafter called “Hastings”, and \_\_\_, hereinafter called "Consultant", is for providing - consultant services to Hastings as follows:

#### **I. SCOPE OF SERVICE RENDERED**

Hastings hereby retains the Consultant to perform the following professional services:

#### **II. TERM OF AGREEMENT**

The term of this Agreement shall be from \_\_\_ to \_\_\_ or until completion of the Services are to the satisfaction of Hastings, or unless terminated by the occurrence of any one or more of the following, whichever is sooner:

- A. Completion of the performance of the Services, which will be performed during regular business hours; or
- B. Receipt by Consultant of Hastings’s written notice of its intent to terminate this Agreement within ten (10) days, which termination may be for any reason or no reason, in Hastings’s sole discretion; or
- C. Within twenty-four (24) hours of written notice to Consultant at any time in the event the Services are not being performed to Hastings’ satisfaction and otherwise in accordance with this Agreement.

The parties acknowledge and agree that this Agreement is a so-called “at will” Independent Consultant relationship, terminable upon written notice by Hastings. Upon expiration or termination of this Agreement for any reason, Consultant shall not have any executory obligations to Hastings; and Consultant shall be entitled only to such compensation as shall have accrued to Consultant for fees or

expenses actually incurred by Consultant for completed and accepted Work provided up to but not including the effective date of termination.

### III. COMPENSATION

The cost of Services shall be a lump sum not exceed

Hastings agrees to standard, typical and reasonable reimbursable expenses not to exceed.

### IV. CHANGES IN THE WORK

In its sole and absolute discretion, Hastings may order changes in the scope of the services, or Hastings may order additional services outside the scope of service. Consultant shall not make any change in the work or be entitled to any adjustment of Contract Term or Compensation except as provided in a written Change Order or Addendum to this Agreement signed by Hastings.

### V. PAYMENT

Hastings will pay Consultant monthly upon receipt of itemized billing invoices. The charges for reimbursable expenses will include copies of itemized receipts supporting the expenses.

All invoices will reflect Consultant's taxpayer identification number and Consultant's license number addressed to:

David Seward  
Chief Financial Officer  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102  
(415) 565-4710

### TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

### VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this

Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

#### VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102  
(415)

Consultant is to immediately inform \_\_ (or designee) of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Academic Dean Marshall to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

#### IX. SERVICE PERFORMANCE SCHEDULE

It is understood that time is of the essence of this Agreement and Consultant is bound by all of the time limits imposed by virtue of this Agreement. Consultant agrees to the following service performance schedule:

The Services to be performed under this Agreement shall commence upon written authorization to proceed and be substantially completed within the time frame established between Hastings and Consultant.

#### X. INSURANCE AND INDEMNIFICATION

Hastings and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and the State of California harmless and indemnify Hastings for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have suffered through any intentional or negligent acts or omissions of Consultant, its subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors.

Consultant will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$500,000; and Employer's Liability, Comprehensive General Liability

with bodily injury limits and property damage limits of \$1,000,000 each occurrence and in the aggregate; and Auto Liability in the amount of \$500,000 and Professional Liability in the amount of \$1,000,000 subject to a deductible of \$25,000. Such insurance policies shall name Hastings as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

#### XI. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay, which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

#### XII. APPLICABLE LAW

All pertinent laws of the State of California shall govern this Agreement and become a part hereof.

#### XIII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy, which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorneys' fees.

#### XIV. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings:

If to Consultant:

David Seward, CFO  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

#### XV. NONDISCRIMINATION

During the performance of this Agreement, Consultant shall not discriminate unlawfully against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetics), marital status, age, sex or sexual orientation.

#### XVI. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

#### XVII. W-9 Form

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

#### XVIII. CONFLICT OF INTEREST

Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.

Consultant affirms that to the best of Consultant's knowledge, there exists no actual or potential conflict between Consultant's family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

#### XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

#### XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: \_\_\_\_\_, 201  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW

Dated: \_\_\_\_\_, 201  
(Consultant)

By: \_\_\_\_\_  
David Seward  
Chief Financial Officer

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

\_\_\_\_\_  
Approved As To Form:  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Elise K. Traynum  
General Counsel