



## **REQUEST FOR BID**

Subject to conditions prescribed by the University of California, Agriculture, and Natural Resources, Davis  
2801 2<sup>nd</sup> Street, Davis, CA 95618.

Sealed bids for a lump-sum price contract are invited for the following work

### **Fall Protection System Phase 2, Project Number: 7611-A ANR Davis**

#### **List of Contents:**

1. Request for Bid
2. Instructions to Bidders
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4. Information Available to Bidders
4. A Information Available to Bidders – ANR Davis Site Map
5. MF Bid Form over \$50K
6. Mini Form Contract Delivery Template
7. Contractor Profile Form

**Procedures:** All bidding documents are available in the link below, please go to “**Contractor Opportunities**” to download all required documents.

<https://ucanr.edu/site/facilities-planning-management/projects-and-information-contractors>

#### **Description of Work:**

Work to be done is at the University of California Agriculture and Natural Resources, Davis. Provide all labor, material, equipment, tools, transportation, bonds and insurances to provide and install a Fall Protection System, including safety hardware, certification, and training at the 2801 Second Street building in Davis.

**DESCRIPTION OF THE PROJECT:** Install a horizontal lifeline and anchor installation or comparable system that will provide employee fall protection or prevention while allowing access to all areas of the roof for inspection and maintenance/repair. The scope of work will include designing and installing fall protection system, install roof hatch guard, ladder and ladder safety system. Contractor will provide one training session for ANR employees/contractors after all work is completed.

**SCOPE OF WORK:** Provide labor and equipment to mount anchor posts to metal deck roof, install cable lifeline to anchor posts, swaging horizontal lifelines and tensioning cables for correct sag, certifying for use, install roof hatch guard, install ladder, and install ladder safety system.

**Bids are to be submitted** to The Regents of the University of California ("University") via email at:

Michael Zwahlen, Project Manager at [mczwahlen@ucanr.edu](mailto:mczwahlen@ucanr.edu) and [facilities@ucanr.edu](mailto:facilities@ucanr.edu)

at or before **5:00 p.m., Tuesday, August 5, 2025** for furnishing all labor, materials, services, and equipment to complete the Work described above in accordance **with the enclosed Bidding Documents**.

#### **Mandatory Pre-Bid Job Walk:**

Bidders must attend a **mandatory** pre-bid conference and job walk starting promptly at **10:00 a.m. Tuesday, July 22, 2025**. The pre-bid conference will be held at Building 101 at the address above. Only bidders who participate in the Conference in its entirety will be allowed to bid on the Project as a prime contractor. *No access will be given to go up onto the roof at the pre-bid conference job walk.*



**The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid: Either Class "A" General Engineering Contractor or Class "B" General Building Contractor.**

**Additional Notes:**

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

No contractor or subcontractor may be listed on a Bid for this project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition, the University is committed to promoting and increasing participation of small business enterprises (SBEs) and disabled veteran business enterprises (DVBES) relating to all goods and services covered under the awarded agreement, subject to any and all applicable obligations under state and federal law, and University policies.

The successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$15 per hour) and shall comply with all applicable federal, state and local working condition requirements.

Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity, and national origin, have equal access to contracts and other business opportunities with the University. Firms will be asked to show evidence of their Equal Employment Opportunity Policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage at the location of the work.

**Estimated construction cost: \$93,000.00**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

University of California, Agriculture, and Natural Resources, Davis, June 2025

**ADDENDUM NUMBER 1  
to the  
BIDDING DOCUMENTS  
6/27/2025**

**GENERAL**

The following changes, additions, or deletions shall be made to the following documents as indicated; and all other conditions shall remain the same:

**The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid: Either Class "A" General Engineering Contractor or Class "B" General Building Contractor.**

**END OF ADDENDUM NO. 1**



## INSTRUCTIONS TO BIDDERS

1. Bidder, by making a Bid, represents that (1) Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents; (2) Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents; (3) the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; (4) at the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractor's State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents; (5) Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents; (6) Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents; (7) the person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder; and (8) Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
2. Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.
3. Any clarifications, interpretations, corrections, and changes to the Bidding Documents will be made in writing by Addenda.
4. Bidder shall visit the Project site in a mandatory Job Walk prior to submitting a Bid.
5. Bids shall be submitted on the Bid Form included with the Bidding Documents. Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.
6. Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) *Portion of the Work*; (2) *Amount of Subcontract*, (3) *name of Business (Subcontractor)*; (4) *city of Subcontractor's business location*; (5) *California contractor license number*; (6) *Department of Industrial Relations (DIR) Registration Number* and; (7) *Type of Business Entity*. An inadvertent error in listing the California contractor license number and DIR Registration Number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number and DIR Registration number is submitted, pursuant to *Cal Labor Code 1771.1*, in writing by, and actually received from, the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. With the exception of items listed under Columns (2) and (7) the failure to list, on the Bid Form, any of the information requested in items (1), (3), (4), (5), (6) as set forth above, will result in the University treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to University that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work. Information requested under items (2) and (7) above for each listed Subcontractor must be furnished to the University at the time of award of the contract to/by the awarded contractor.
7. Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of University and in accordance with the State of California "Subletting and Subcontracting Fair Practices Act."



8. Not Used.

9. University will have the right to reject all Bids, or any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

10. University will have the right, but is not required, to waive nonmaterial irregularities in a Bid.

11. University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

12. University will select the apparent lowest responsive and responsible Bidder and notify such Bidder on University's form within 50 days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to University all of the following items:

- .1 Three originals of the Agreement signed by Bidder.
- .2 Three originals of the Payment Bond (as required).
- .3 Three originals of the Performance Bond (as required).
- .4 Certificates of Insurance on form provided by University required under Article 8 of the General Conditions.
- .5 Name of, qualifications of, and references for the Superintendent proposed for the Work.
- .6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work, California contractor license number, and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on Report of Subcontractor Information in the form contained in the Exhibits.

13. Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the University campus or facility not later than 5:00 pm on the 3rd business day after the date of announcement of Bid results. The campus or facility will review the protest and issue a decision resulting from such review. The decision is final and is not appealable within the University of California.



**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1. Contract Time: 90 days.
2. Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:  
  
Michael Zwahlen  
2801 Second Street  
Davis, CA 95618  
530-750-1215
3. The mandatory Job Walk will be conducted at the time and location specified in the Request for Bid.  
(Attendance at the Job Walk is mandatory.)
4. Bids will be received on or before the Bid Deadline and only at: [mczwahlen@ucanr.edu](mailto:mczwahlen@ucanr.edu) and [facilities@ucanr.edu](mailto:facilities@ucanr.edu).  
2801 Second Street  
Davis, CA 95618  
530-750-1215
5. Bids will be opened at the following location:  
  
2801 Second Street  
Davis, CA 95618  
530-750-1215
6. The University has negotiated contracts with certain suppliers (listed in the "Information Available to Bidders") to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the bidder's risk, and the University does not provide any warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this project.
7. Contractor will be assessed as liquidated damages the sum of \$100.00 for each day the Work remains incomplete beyond the expiration of the Contract Time. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$50.00. See Article 5 for detailed requirements.

### **INFORMATION AVAILABLE TO BIDDERS**

The following information is made available for the convenience of bidders and is not a part of the Contract. The information is provided subject to the provisions of Article 3 of the General Conditions.

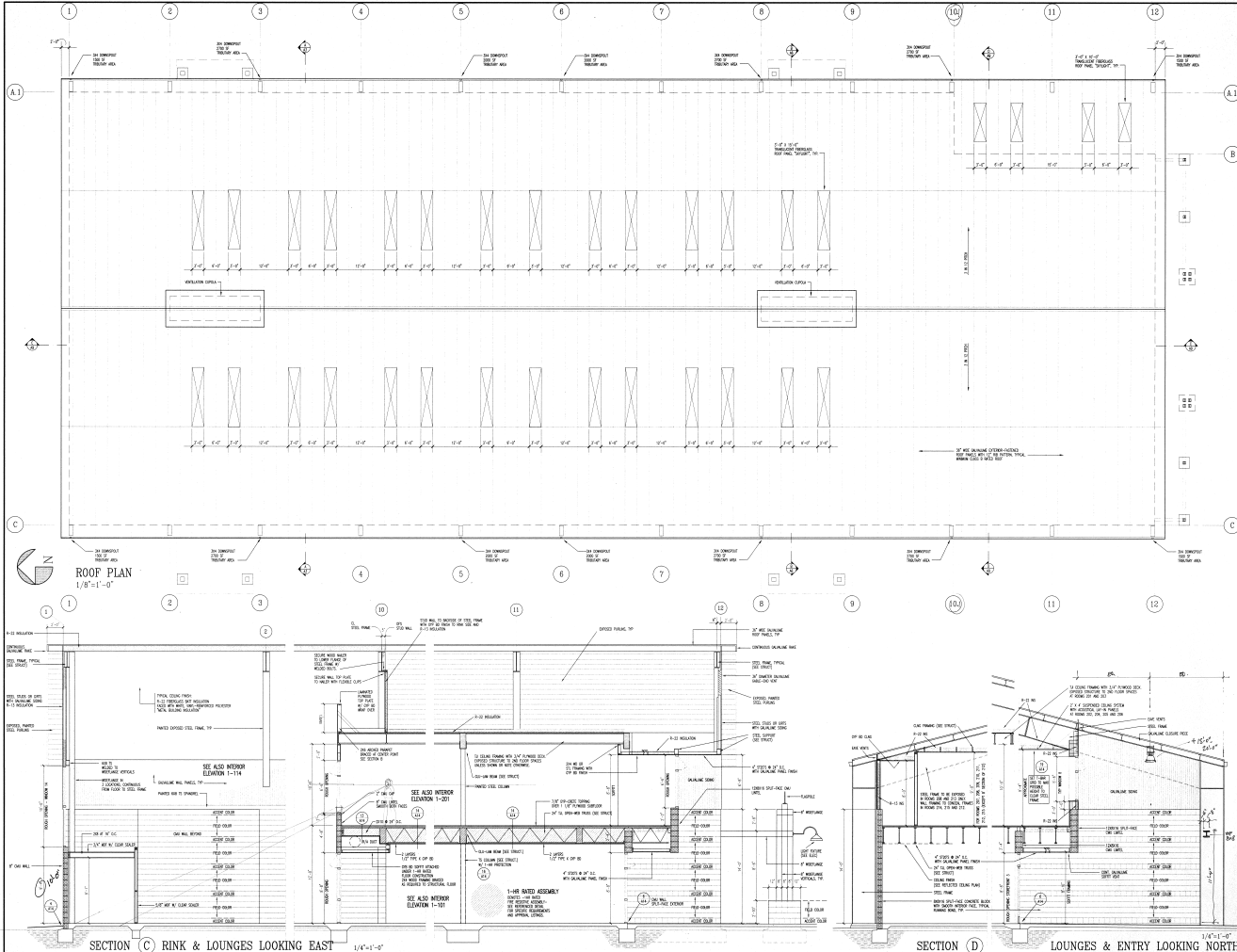
**Fall Protection System Phase 2, Project Number: 7611** - Work to be done is on an existing building at the University of California Agriculture and Natural Resources, Davis. Provide all labor, material, equipment, tools, transportation, bonds and insurances to only to provide and install a Fall Protection System, including safety hardware, certification, and training at the 2801 Second Street building in Davis. Install a horizontal lifeline and anchor installation or comparable system that will provide employee fall protection or prevention while allowing access to all areas of the roof for inspection and maintenance/repair. The scope of work will include designing and installing fall protection system, install roof hatch guard, ladder and ladder safety system. Contractor will provide one training session for ANR employees/contractors after all work is completed. Provide labor and equipment only to Mount anchor posts to metal deck roof, Install cable lifeline to anchor posts, Swaging horizontal lifelines and tensioning cables for correct sag, Certifying for use, Install roof hatch guard, Install ladder, and Install ladder safety system.

ANR Davis Site Map is enclosed.

The University of California has contracts for materials, equipment and/or services with the suppliers listed on the Office of the President Procurement Services website at <https://www.ucop.edu/procurement-services/for-suppliers/construction-supplier-resources.html>

General Contractors or others submitting bids for University construction projects may enter into agreements with these suppliers that utilize the pricing and terms contained in the University-supplier agreements. The university does not represent or warrant that materials/equipment/services of these suppliers meet the requirements of the University's construction contracts.

Use of such suppliers shall not relieve Contractor from its obligation to meet all contractual requirements in any contracts with the University. The university will not be a party to any agreements with such suppliers and accepts no performance obligations or liability with respect to such agreements.



**Robert Lindley, Architect**  
1300 7th Street, Davis, California 95616  
TEL: 707-259-1000 FAX: 707-259-1001

Owner: **Sam Harrison**  
2801 2nd Street, Davis, California 95616  
TEL: 707-259-1000 FAX: 707-259-1001

**Davis Indoor Sports Center**  
2801 2nd Street, Davis, California

**FOR CONSTRUCTION**

TITLE: **ROOF PLAN & SECTIONS C & D**

DATE: 9-28-99

PROJECT: **A9**





**Owner:**  
**Sam Harrison**  
229 Faro Avenue, Davis, California 95616  
530-753-3494

□ 2801 2nd Street, Davis, California □

FOR  
CONSTRUCTION

TITLE:  
EXTERIOR  
ELEVATIONS

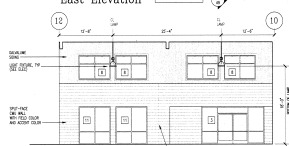
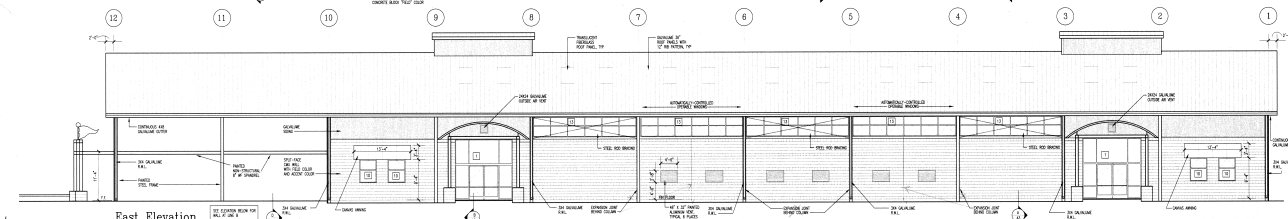
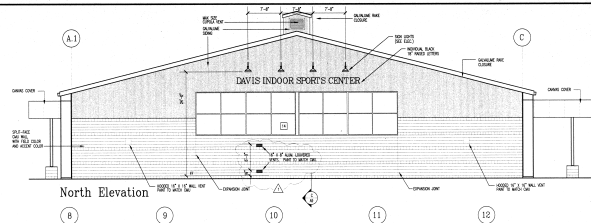
 $1/8" = 1-0" (10N)$ 

REVISIONS:

1	12-27-88

DATE 9-22-99

A10



**NOTES:**

ALL WINDOWS AND STOREFRONTS TO BE "TANNED" (TINTED) AND OF EQUAL OR GREATER STRENGTH "TAN" (COLOR, TYPICAL, UNLESS OTHERWISE NOTED)

OPTIONAL WINDOWS TO BE "GLASSKIT" PROJECT OUT, TYPICAL

**GLASS TYPES (SEE SPECIFICATIONS)**

TYPE 1 SQUARE GRAY GLAZT

TYPE 2 SQUARE GRAY GLAZT TINTED

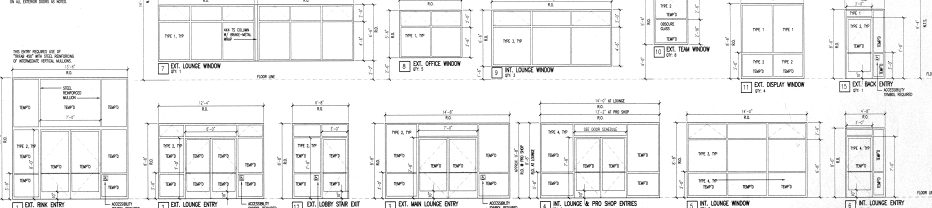
TYPE 3 CLEAR GLAZT

TYPE 4 TINTED GLAZT

TYPE 5 WIRE GLAZT

TYPE 6 SHATTERPROOF MILD-WHITE POLYCARBONATE

PRODUCE INTERNATIONAL SYMBOL OF ACCESSIBILITY SYMBOL



## **BID FORM**

For: FALL PROTECTION SYSTEM PHASE 2  
UNIVERSITY OF CALIFORNIA, AGRICULTURE, AND NATURAL RESOURCES,  
DAVIS

Date: \_\_\_\_\_, 20\_\_\_\_

Bid to: Contracts Administration & [facilities@ucanr.edu](mailto:facilities@ucanr.edu), [mczwahlen@ucanr.edu](mailto:mczwahlen@ucanr.edu)  
University of California, UC AGRUCULTURE & NATURAL RESOURCES  
2801 SECOND STREET, DAVIS, CA 95618

BID FROM: \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Date Bid Submitted)

### **BIDDER'S REPRESENTATIONS**

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. If awarded the Contract, Bidder agrees to complete the proposed Work within 90 days after the date of commencement specified in the Notice to Proceed.

### **ADDENDA**

Bidder acknowledges receipt of all Addenda. Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and, if so, to obtain copies of such Addenda from the University at the address stated above.

LUMP SUM BASE BID

\$ 

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(Place figures in appropriate boxes.)

DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS

*Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight:*

{ \$ 

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 . 

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 X **5** multiplier

(Place figures in appropriate boxes.)

*Failure to fill in a dollar figure for the daily rate for Compensable Delay shall be interpreted as a daily rate of "zero." University will perform the extension of the daily rate times the multiplier.*

*The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect, of the Contractor and all subcontractors, suppliers, persons and entities under Contractor on the Project, including without limitation all subcontractors added by Contract Amendment. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of compensable delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of compensable delay may be greater or lesser than the "multiplier" shown above. Bidder shall not bid less than zero dollars for the daily rate (i.e., the daily rate cannot be a negative number).*

# LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes \_\_\_\_\_ NO \_\_\_\_\_

If “yes”, provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Subcontractor						
Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Amount of Subcontract	Name of Business	Location of Business (City)	License No.	DIR Registration No. (per Cal Labor Code 1771.1)	Business categories* (Check all categories that apply)
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> N/A
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> N/A
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> N/A
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> N/A
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE <input type="checkbox"/> N/A

Total percentage of bid amount to be performed by SBEs and DVBEs: \_\_\_\_\_

(Note: Add additional pages if required.)

CALIFORNIA CONTRACTOR'S LICENSE(S):

\_\_\_\_\_  
(Name of Licensee)

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(License Number)

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

\_\_\_\_\_  
(Name of Firm)

a \_\_\_\_\_  
(Type of Organization)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Full Address)

\_\_\_\_\_  
(email address)



**CONSTRUCTION DOCUMENTS  
FOR**

**Project Name**

**LOCATION RESEARCH AND  
EXTENSION CENTER**

**UNIVERSITY OF CALIFORNIA, Agriculture and Natural  
Resources**

**{Date}**

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    W-9

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## AGREEMENT

### THIS AGREEMENT IS

Made as of the XXXXXXXX

between University: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

whose address is: UNIVERSITY OF CALIFORNIA  
FACILITIES PLANNING AND MANAGEMENT  
2801 SECOND STREET  
DAVIS, CA 95618

and Contractor: XXXXXXX

whose address is: XXXXXXX

for the Project: XXXXXXXX

University's  
Representative is: TU M. TRAN, ASSOCIATE VICE PRESIDENT

whose address is: UNIVERSITY OF CALIFORNIA  
FACILITIES PLANNING AND MANAGEMENT  
2801 SECOND STREET  
DAVIS, CA 95618

University and Contractor hereby agree as follows:

**ARTICLE 1 - THE WORK.** Contractor shall provide all services, materials, tools, equipment, and labor required to perform and complete all work described in the Contract Documents (the "Work").

**ARTICLE 2 - CONTRACT DOCUMENTS.** Contract Documents means Request for Bid, Bid Form, this Agreement, General Conditions, Supplementary Conditions, , **{IF NO DRAWINGS, DELETE NEXT 4 WORDS}** List of Drawings, Drawings, Addenda numbers \_\_\_\_\_, Exhibits, Specifications, Notice to Proceed, Change Orders, and Notice of Completion

**ARTICLE 3 - THE CONTRACT SUM.** Subject to the provisions of the Contract Documents, University will pay to Contractor, for the performance of the Work, **\$XXXXXX** (the "Contract Sum"). The Contract Sum will be increased or decreased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work.

**ARTICLE 4 - CONTRACT TIME.** Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the Work within **90 calendar days** (the "Contract Time"). If Contractor is delayed in the completion of the Work by conditions beyond its control, a Change Order may be issued to make any necessary adjustment of the Contract Time. If the delay is an unreasonable delay caused by University, the Contract Sum may also be adjusted by Change Order.

**ARTICLE 5 - LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of **{\$AMOUNT IN FIGURES}** for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **{\$AMOUNT IN FIGURES}** per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable estimate of and a reasonable sum for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time. This provision shall not



be applicable nor act as a limitation upon University if Contractor abandons the Work. In such event, Contractor shall be liable to University for all losses and damages incurred by University.

**ARTICLE 6 COMPENSABLE DELAY :**

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Article 7 of the Supplementary Conditions, the Contract Sum will be increased by the sum of {\$AMOUNT IN FIGURES} per day for each day for which such compensation is payable.

THIS AGREEMENT is entered into by University and Contractor as of the last date of signature below.

**CONTRACTOR:**

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Type of Organization)

By: \_\_\_\_\_  
(Signature and DATE)

\_\_\_\_\_  
(Printed Name)

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

California Contractor's License(s):

\_\_\_\_\_  
(Name of Licensee)

\_\_\_\_\_  
(Classification and License Number)

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

\_\_\_\_\_  
(Employer Identification Number)

\_\_\_\_\_  
(Contractor's public works  
registration (PWCR) number)

\_\_\_\_\_  
(Email)

**UNIVERSITY:**

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

UNIVERSITY OF CALIFORNIA, ANR

By: \_\_\_\_\_  
(Signature and DATE)

Tu M. Tran  
\_\_\_\_\_  
(Printed Name)

Associate Vice President  
\_\_\_\_\_  
(Title)

## GENERAL CONDITIONS

**ARTICLE 1 - SUBCONTRACTORS.** Contractor shall provide to University, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. No substitution of Subcontractors shall be made without University's written consent.

**ARTICLE 2 - CHANGES IN THE WORK.** University may order changes in the Work. Contractor shall not make any change in the Work or be entitled to any adjustment of the Contract Sum or Contract Time, except as provided in a written Field Order or Change Order signed by University. A Field Order may be issued by University without Contractor's signature to order Contractor to perform Work whether or not it represents a change in the Work. If there is a change in the Work, a Change Order is used to modify the Contract including but not limited to an adjustment of the Contract Sum and/or Contract Time. Any adjustment to the Contract Sum and/or Contract Time shall be in accordance with the provisions of the Contract.

**ARTICLE 3 - PAYMENT.** University agrees to pay monthly to Contractor an amount equal to the sum of the following:

- .1 Cost of the Work in permanent place as of the date of the Contractor's Application for Payment.
- .2 Plus cost of materials not yet incorporated in the Work, subject to limitations below.
- .3 Less amounts previously paid.

University reserves the right to withhold payments for Defective Work, stop notices, third party claims, failure to pay Subcontractors or suppliers, damages, disputed amounts and amounts owing by Contractor to University, or as otherwise provided by the Contract Documents.

Subject to the foregoing, University will make payment within 20 days after receipt of the approved Application for Payment with supporting data required by University.

**ARTICLE 4 - RESOLUTION OF CLAIMS.** Unresolved claims between University and Contractor, for which prompt written notice has been given followed by adequate supporting data within a reasonable time, shall be settled by an informal conference to meet and confer for settlement of the issues in dispute, followed by mediation as allowed by law, or, if agreed to by both parties, by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Unless otherwise directed by University, Contractor shall proceed with the Work regardless of any dispute or claim.

**ARTICLE 5 - PROTECTION OF PERSONS AND PROPERTY.** Contractor shall take necessary precautions for the safety and protection of persons and property in the areas of the Work.

**ARTICLE 6 - USE OF SITE AND CLEAN UP.** Contractor shall confine its operations to areas permitted by the Contract Documents and keep the Project site clean and free from unreasonable accumulation of excess dirt, materials, or waste caused by Contractor.

**ARTICLE 7 - INDEMNIFICATION BY CONTRACTOR.** Contractor shall indemnify, defend, and hold University harmless from and against all losses resulting from liability for damages due to bodily injury, personal injury, and property damage caused by a negligent act, omission, or willful misconduct of Contractor or any of its Subcontractors, agents, or employees.

**ARTICLE 8 - INSURANCE.** Contractor shall furnish and maintain insurance in the coverages and amounts specified in the Supplementary Conditions. Contractor shall require all Subcontractors to maintain Worker's Compensation and Employer's Liability insurance. Certificates for all required insurance shall be completed and submitted to University prior to University signing the Agreement.

**ARTICLE 9 - BENEFICIAL OCCUPANCY AND SUBSTANTIAL COMPLETION.**

University reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work ("Beneficial Occupancy") prior to completion of the Work and upon 10 days' written notice to Contractor. In such event, Contractor shall continue to maintain all insurance required under this Contract. At the request of the Contractor, the University's Representative will review the progress of the Work and determine the date when the Work is complete and in accordance with the Contract Documents except only

for completion of minor items which do not impair University's ability to occupy and fully utilize the Work for its intended purpose ("Substantial Completion").

ARTICLE 10 - CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD. "Defective Work" means any Work or portion thereof which is defective or otherwise does not conform with the requirements of the Contract Documents. "Guarantee to Repair Period" means a period of 1 year after the date of Substantial Completion of the Work or any longer period specified in the Contract Documents. Contractor shall, within 10 days after receipt of notice from University, (1) correct any Defective Work to University's satisfaction and (2) replace any other property which is damaged by the correction of Defective Work.

ARTICLE 11 - TERMINATION. University reserves the right to terminate this Contract for violation of any provisions herein or for performance of Work which remains uncorrected or unacceptable to University. University may also elect to terminate this contract for convenience upon written notice to Contractor. If the contract is terminated for convenience the Contractor waives all claims for loss of anticipated profits and damages and agrees that its sole and exclusive remedy is payment of the amount of the Contract Sum allocable to the portion of the Work properly performed as of the date of termination, less sums previously paid, plus any proven losses with respect to materials and equipment directly resulting from such termination, plus reasonable demobilization costs, plus reasonable costs of preparing a statement of costs, expenses, and losses in connection with such termination.

ARTICLE 12 - CONSTRUCTION BY UNIVERSITY OR SEPARATE CONTRACTORS. University may perform work on the Project site with University's own forces or with separate contractors.

ARTICLE 13 - STATUTORY REQUIREMENTS AND POLICIES. Contractor shall perform the Work in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, lawful orders, and policies of all public authorities having jurisdiction over Contractor, University, or the Project, including, without limitation, the following:

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

2. Prevailing Wages. Contractor shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Section 1720 et seq. of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations.

The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. Contractor shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the job site. By this reference, such schedule is made part of the Contract Documents. Contractor shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the Work. Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the execution of the Work. Contractor shall forfeit to University, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Work done by Contractor or any Subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the Contract Sum or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. Contractor shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.

3. Payroll Records. Contractor shall, and cause all Subcontractors to, keep accurate payroll records and comply with all requirements of State of California Labor Code Section 1776.
4. Apprentices. Contractor shall, and cause all Subcontractors to, comply with all requirements of State of California Labor Code Sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, Section 200, and the applicable sections that follow, regarding apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Contractor bears responsibility for compliance with this section for all apprenticeable occupations.
5. Work Day. Contractor shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in accordance with conditions provided by law. Contractor shall forfeit to University, as a penalty, \$25.00 for each worker employed in the execution of the Work by Contractor or any Subcontractor, for each day during which each worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the provisions of any law of the State of California. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.
6. Patient Health Information. Contractor acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Contractor shall immediately notify University Representative of any such contact. Any and all forms of

PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Contractor will report such actions immediately to the University Representative. Contractor will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Contractor will report to University Representative within five (5) days after Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

7. UC Fair Wage. Contractor shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$15 per hour) and shall comply with all applicable federal, state and local working condition requirements.
8. Execution of Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature unless it is unique to the person using it, capable of verification, created by public key cryptography or signature dynamics, and meets all requirements of California Government Code § 16.5 and California Code of Regulations 22000 through 22005.

ARTICLE 14 - RIGHT TO AUDIT. University and entities designated by University shall have the right to inspect, copy, and audit all books and records of Contractor relating to the Work. Contractor shall preserve all such books and records for a period of at least 3 years after the date of final payment to Contractor.

END OF GENERAL CONDITIONS

## **SUPPLEMENTARY CONDITIONS**

### **1. MODIFICATION OF GENERAL CONDITIONS ARTICLE 3 – PAYMENT**

Article 3 of the General Conditions is modified as follows:

University agrees to pay monthly to Contractor an amount equal to 95% of the sum of the following:

- .1 Cost of the Work in permanent place as of the date of the Contractor's Application For Payment.
- .2 Plus cost of materials not yet incorporated in the Work, subject to limitations below.
- .3 Less amounts previously paid.

University reserves the right to withhold payments for Defective Work, stop notices, third party claims, failure to pay Subcontractors or suppliers, damages, disputed amounts and amounts owing by Contractor to University, or as otherwise provided by the Contract Documents.

Subject to the foregoing, University will make payment within 20 days after receipt of an approved Application for Payment with supporting data required by University.

### **2. MODIFICATION OF GENERAL CONDITIONS ARTICLE 8 – INSURANCE**

Article 8 of the General Conditions is modified as follows:

Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by paragraph 1 and 2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

Minimum Requirement

1. Commercial General Liability Insurance-Limits of Liability

Each Occurrence-Combined Single Limit for Bodily Injury and Property	<u>\$1,000,000</u>
Products-Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
General Aggregate	<u>\$2,000,000</u>

Commercial General Liability Insurance is subject to terms no less broad than the Insurance Services Office's (ISO) form CG 0001 (2004 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering all Work done by or on behalf of Contractor and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability

2. BUSINESS AUTOMOBILE LIABILITY  
 INSURANCE-LIMITS OF LIABILITY  
 Each Accident-Combined Single Limit for Bodily Injury and Property Damage \$1,000,000

Business Automobile Liability Insurance is subject to terms no less broad than the Insurance Services Office's (ISO) form CA 0001 (1990 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering owned, hired, leased, and non-owned automobiles used by or on behalf of Insured, and providing liability insurance for bodily injury and property damage arising from the use or operation of such auto(s) with a minimum combined single limit of not less than \$1,000,000 per accident.

The insurance required by paragraphs 1 and 2 shall provide as follows: The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor's General Liability insurance for and relating to the Work to be performed by the Contractor and Subcontractors pursuant to additional insured endorsement at least as broad as the CG 20 10 07 04 in combination with the CG 20 37 07 04 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO) and shall be included with Certificates of Insurance). This requirement shall not apply to Worker's Compensation and Employer's Liability insurance.

Worker's Compensation and Employer's Liability Insurance shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

3.	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY –	Minimum Requirement
	Worker's Compensation:	(as required by Federal and State of California law)
	Employer's Liability:	
	Each Employee	\$1,000,000
	Each Accident	\$1,000,000
	Policy Limit	\$1,000,000

.4Contractor shall obtain, either itself or through the applicable Subcontractor(s) performing Work involving hazardous materials, Contractor's Pollution Liability (CPL) insurance coverage for such Work AND an endorsement to either its CPL or Commercial Automobile Liability policies for transporting or hauling of hazardous materials. The insurance required by this paragraph shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following minimum limits:

CONTRACTOR'S POLLUTION LIABILITY - Limits of Liability	Minimum Requirement
Each Loss	\$100,000.00

Policy Aggregate

\$100,000.00

Such CPL insurance shall, by endorsement to the policies, also include the following:

- .1 The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.
- .2 As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Contractor and/or Subcontractor waives all rights of recovery by subrogation against University, University's Representative, University's Representative's consultants, their respective officers, agents, or employees.
- .3 Except with respect to the limits of insurance, Contractor and Subcontractor required insurance shall apply separately to each insured or additional insured.
- .4 Coverage for Emergency Response Costs, with a 72-hour minimum time frame.
- .5 Coverage for Crisis Management, Public Relations Management or Equivalent.
- .6 Coverage for Mold and Fungi.
- .7 Coverage for transportation of hazardous materials.
- .8 Coverage for non-owned hazardous material disposal sites.

If coverage is provided on an Occurrence form, Contractor and/or Subcontractor shall maintain and show evidence of coverage while Work involving hazardous materials is being completed, to include Completed Operations liability coverage for a minimum period of ten (10) years or the applicable Statute of Repose as provided by the law of the jurisdiction where the project is located as shown in the policy(ies), whichever is less. If coverage is provided on a Claims-Made form, Contractor and/or Subcontractor shall maintain and show evidence of coverage while Work involving hazardous materials is being completed, to include a ten (10)-year Extended Reporting Period from the completion of contracted services.

Coverage must extend to Transportation and Hauling of hazardous materials. The University shall require a copy of the policy endorsement noting extension of Transportation coverage. If this extension of coverage is not provided under the Contractor's or applicable Subcontractor's Contractor's Pollution Liability, then the Contractor/Subcontractor shall also be required to show evidence of the following under its Business Auto policy:

COMMERCIAL AUTO – Combined Single Limit per Accident of

\$500,000.00

Covering Transportation and/or Hauling and/or Disposing of hazardous materials by amending the pollution exclusion of ISO Form CA 00010 6/92 (or its equivalent) in the following manner:

1. Delete Section a. (1) a.: (Pollution) "being transported or towed away by, or handled for movement into, onto or from the Covered Auto."
2. Delete Section a. (1) b.: "Otherwise in the course of transit by the insured."

Coverage shall include MCS-90 endorsement and shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

SEE OPTIONAL TEXT:

- .5 The Contractor shall obtain, either itself or through the applicable Subcontractor(s) in use of drone(s)/Unmanned Aerial Vehicle(s) (UAV(s)) in the performance of their Work, either an endorsement for UAV Liability coverage to their Commercial General Liability insurance policy or separate Unmanned Aircraft System (UAS) insurance. Contractor and/or Subcontractor shall maintain and show evidence of coverage while Work involving drone(s)/UAV(s) is being completed. The insurance required by this paragraph shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor's or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor's or Moody's).

Contractor and/or Subcontractor in use of a drone/UAV in the performance of their Work shall meet all FAA requirements for certification and comply with all FAA rules for operation of the drone/UAV and any established University policy relating to operation of unmanned aircraft systems at University location.



Such UAV Liability coverage as provided by endorsement to the Commercial General Liability insurance policy, or the separate UAS insurance policy shall be written for not less than the following minimum limits:

UAV / UAS INSURANCE - Limits of Liability	Minimum Requirement
Per Occurrence	{\$AMOUNT}
Annual Aggregate	{\$AMOUNT}

If UAV Liability coverage is provided by endorsement to the Commercial General Liability insurance policy, either the "Aircraft" exclusion must be deleted from the Commercial General Liability insurance policy or an exception to the "Aircraft" exclusion must be provided by the insurance company.

If a separate UAS insurance policy is provided, such policy must include coverage for Bodily Injury (Liability), Property Damage (Liability) and Physical Damage to the UAV and support systems. Contractor and/or Subcontractor shall be required to also show evidence of the following under its UAS policy:

Such UAS insurance shall, by endorsement to the policies, also include the following:

.1 The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.

.2 As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Contractor and/or Subcontractor waives all rights of recovery by subrogation against University, University's Representative, University's Representative's consultants, their respective officers, agents, or employees.

.3 If insurance policy providing coverage requires that each UAV be scheduled, the Contractor and/or Subcontractor shall meet all reporting requirements of the insurance company to schedule insurance for the actual unit (drone/UAV) in use in the performance of their Work.

### **3. MODIFICATION OF GENERAL CONDITIONS ARTICLE 9 – BENEFICIAL OCCUPANCY AND SUBSTANTIAL COMPLETION**

The following shall be added to Article 9 of the General Conditions:

Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. Prior to Final Completion each drawing and the specification cover shall be signed by Contractor and dated attesting to the completeness of the information noted therein. Contractor shall submit all guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents.

### **4. PAYMENT BOND AND PERFORMANCE BOND.**

For Contracts of \$25,000 or more, Contractor shall furnish a Payment Bond in the amount of the Contract Sum.

For Contracts of \$50,000 or more, Contractor shall also furnish a Performance Bond in the amount of the Contract Sum.

Each bond shall be effective as of the date of the Agreement, in the form of attached Exhibits, furnished by the University, and issued by a surety approved by University. Surety Companies used by Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

### **5. MISCELLANEOUS PROVISIONS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a University approved digital signature process and shall have the same force and

effect as the use of a manual signature. The University reserves the right to reject any digital signature that cannot be positively verified by the University system as an authentic digital signature.

**6. SHELTERED INFORMAL OR NEGOTIATED BIDDING – Reserved or:**

This contract is being administered under the University of California Sheltered Bidding program. All bidders for this work shall be Certified Small Business Enterprises or Certified Disabled Veteran Enterprise and must adhere to the requirement that minimum of 51% of the work under this contract be performed by either Certified Small Business Enterprises and/or Certified Disabled Veteran Enterprises.

END OF SUPPLEMENTARY CONDITIONS



Project No. \_\_\_\_\_

Bond No. \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to XXXXXXXXXXXXXXXX as Principal a contract dated the \_\_\_\_\_ day of {\_\_\_\_\_, 20{\_\_}. (the "Contract") for the work described as follows:

*Description and address of where job is being performed*

AND WHEREAS, the Principal is required to furnish a bond in connection with the Contract, to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and {\_\_\_\_\_} as Surety, are held and firmly bound unto The Regents in the sum of {\_\_\_\_\_} Dollars (\$ {\_\_\_\_\_}), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in State of California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the other.

In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of  
{ \_\_\_\_\_ }, 20{ }.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to

XXXXXXXXXXXXXXXX as Principal a contract dated the \_\_\_\_\_ day of {\_\_\_\_\_, 20{\_\_\_\_\_. (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

*Description and address of where job is being performed*

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and

as Surety are held and firmly bound unto The Regents in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_), to be paid to The Regents or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by The Regents, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless The Regents as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by The Regents to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly:

1. Undertake through its agents or independent contractors, reasonably acceptable to The Regents, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, or, at Surety's election, or, if required by The Regents,

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by The Regents of the lowest responsible bidder, arrange for a contract between such bidder and The Regents and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by The Regents to the Principal under the Contract and any amendments thereto, less the amount paid by The Regents to Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than The Regents or its successors or assigns.

Surety may join in any arbitration proceedings brought under the Contract and shall be bound by any arbitration award.

In the event suit is brought upon this bond by The Regents, Surety shall pay reasonable attorney's fees and costs incurred by The Regents in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

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

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

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.



# CERTIFICATE OF LIABILITY INSURANCE

(for non-UCIP Construction Projects and Consultant/Design Contracts)

DATE (MM/DD/YYYY)

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).

<b>PRODUCER</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
<b>INSURED</b>	<b>INSURER A :</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> <small>GEN'L</small> AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						

**Special Provisions:**

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with \_\_\_\_ (name of project) \_\_\_\_.
- The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

**CERTIFICATE HOLDER: The Regents of the University of California**

Forward to: Project Manager ANR Building, University Of California 2801 Second Street, Davis, CA 95618	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> AUTHORIZED REPRESENTATIVE
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<p><b>Form W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service</p>	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>
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Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																			
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> </table>	Social security number														-						OR										Employer identification number														-					
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Employer identification number																																																			
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<b>Part II Certification</b>			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.			
<b>Sign Here</b>	<table style="width: 100%;"> <tr> <td style="width: 60%;">Signature of U.S. person ▶</td> <td style="width: 40%;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(b)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>2</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>2</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## **APPLICATION FOR PAYMENT**

Number: \_\_\_\_\_ Period to: \_\_\_\_\_

TO UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA Site Location Research &  
Extension Center, California

AND UNIVERSITY'S REPRESENTATIVE:

FROM CONTRACTOR:

ADDRESS: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

FACILITY: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

APPLICATION DATE: \_\_\_\_\_

CHANGE ORDER SUMMARY:	Additions	Deductions
Change Orders approved in previous months:	Total: _____	
Change Orders approved this month:		
Number: _____ Date Approved: _____		
Number: _____ Date Approved: _____		
	Total: _____	

NET CHANGE BY CHANGE ORDERS: \$

Application is made for payment under the Contract as shown below and in Schedule 1 attached hereto:

1. ORIGINAL CONTRACT SUM	\$
2. NET CHANGE BY CHANGE ORDERS	\$
3. CONTRACT SUM TO DATE (Line 1 ± Line 2)	\$
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)	\$
5. RETENTION (if applicable): 5% of Completed Work (Column H on Schedule 1)	\$
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5)	\$

7. TOTAL AMOUNT PREVIOUSLY PAID \$  
8. CURRENT PAYMENT DUE (Line 6 less Line 7) \$  
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6) \$

The undersigned Contractor hereby represents and warrants to University that all Work, for which Certificates For Payment have previously been issued and payment received from University, is free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, any Subcontractor, and any other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the Work.

The following Schedules are attached and incorporated herein, and made a part of this Application For Payment:

Schedule 1 Cost Breakdown Schedule

Schedule 2 List of Subcontractors

Schedule 3 Declaration of Releases of Claims

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Printed Name)

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

#### DECLARATION

I, \_\_\_\_\_, hereby declare that I am the  
\_\_\_\_\_ of Contractor submitting this Application For  
Payment; that I am duly authorized to execute and deliver this Application For Payment on behalf of  
Contractor; and that all information set forth in this Application For Payment and all Schedules attached  
hereto are true, accurate, and complete as of its date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration  
was subscribed at

\_\_\_\_\_, \_\_\_\_\_, State of \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(Printed Name)

## **CHANGE ORDER**

University of California Facility: SITE LOCATION Research and Extension Center

CHANGE ORDER NO. \_\_\_\_\_ Reference Field Order No.

Project Name: NAME Project, SITE LOCATION Research & Extension Center, LOCATION, California

Project Number: XXXXXX Contract Date: \_

To Contractor: XXXXXXXX

Address: XXXXXXXXXXXXXXXXXX

### DESCRIPTION OF CHANGE:

#### Adjustment of Contract Sum:

Original Contract Sum: \_\_\_\_\_

Prior Adjustments: \_\_\_\_\_

Contract Sum Prior  
to this Change: \_\_\_\_\_

Adjustment for this  
Change: \_\_\_\_\_

Revised Contract Sum: \_\_\_\_\_

#### Adjustment of Contract Time:

Original Contract Time: \_\_\_\_\_ (Days)

Prior Adjustments: \_\_\_\_\_ (Days)

Contract Time Prior  
to this Change: \_\_\_\_\_ (Days)

Adjustment for this  
Change: \_\_\_\_\_ (Days)

Revised Contract Time: \_\_\_\_\_ (Days)

Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work.

#### **Recommended:**

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

(Signature of University's Representative)

\_\_\_\_\_  
(Printed Name)

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

#### **Accepted:**

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

(Contractor Signature)

\_\_\_\_\_  
(Printed Contractor Name)

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

**Reviewed and Recommended**

By: \_\_\_\_\_  
(Signature of University's Designated Administrator)

\_\_\_\_\_  
(Printed Name)

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

**Funds Sufficient:**

By: \_\_\_\_\_  
(Signature from University's Accounting Office)

\_\_\_\_\_  
(Printed Name)

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

**Approved:**

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Signature)

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

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



## CONFIRMATION OF CERTIFICATION

Indicate all Business category(ies) that apply by checking the box next to the applicable category(ies), providing the Certification Agency and Certification Number along with attached proof of certification.

<p><input type="checkbox"/> <b>Small Business Enterprise (SBE)</b> - an independently owned and operated concern certified as a small business by the California Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here. <a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a></p> <p>Certifying Agency: _____</p> <p>Certification Number: _____ (Attach documentation of certification to this form)</p>
<p><input type="checkbox"/> <b>Disabled Veteran Business Enterprise (DVBE)</b> - an independently owned and operated concern certified as a DVBE by the State of California Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here. <a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a></p> <p>Certification Type: _____</p> <p>Certification Number: _____ (Attach documentation of certification to this form)</p>

***The below information is being collected post-award for statistical purposes only. Please check all Business category(ies) that apply:***

<p><input type="checkbox"/> <b>Disadvantaged Business Enterprise (DBE)</b> - a business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.</p>
<p><input type="checkbox"/> <b>Women-Owned Business Enterprise (WBE)</b> - a business concern that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.</p>

I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business. I understand that falsely certifying the status of this business, may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION  
FURNISHED BY:

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

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

a

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

By:

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

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

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

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

NAME OF Project  
XXXXXXX RESEARCH AND EXTENSION CENTER  
XXXXXXX 2023

Project Number:

## **REPORT OF SUBCONTRACTOR INFORMATION / FINAL DISTRIBUTION OF CONTRACT DOLLARS**

Project Name: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

Completed By: \_\_\_\_\_

Prime Contractor \_\_\_\_\_

Provide the following information for each contracting party including the Contractor and each Subcontractor regardless of tier.\* Attach additional sheets if necessary."

1	2	3					4
Full Name of Business, Address & Telephone Number, and Contact Name	Type of Ownership	Ownership Status (Check all that apply [X] )					Amount
		SBE	DBE	WBE	DVBE	N/A	
Prime Contractor:							
Subcontractors:							

\*Regardless of tier, a completed Self-Certification must have been submitted for the General Contractor and each Subcontractor shown on this Exhibit.

**Notes:**

Col. 1 - Name and complete address

Col. 2 - SP = Sole Proprietor; P = Partnership; C = Corporation; JV = Joint Venture

Col. 3 - SBE = Small Business Enterprise;

DBE = Disadvantaged Business Enterprise;

WBE = Woman Business Enterprise;

DVBE = Disabled Veteran Business Enterprise

**SECTION 01010**  
**GENERAL REQUIREMENTS**

**1. GENERAL**

**1.1 SECTION INCLUDES**

Summary of Work:

1. Work Required by Contract Documents.

Contract Considerations:

2. Cost Breakdown.
3. Application for Payment.
4. Change Procedures.

Coordination and Meetings:

5. Project Coordination.
6. Project Meetings.

Submittals:

7. Contract Schedule.
8. Proposed Products List.
9. Shop Drawings.
10. Product Data.
11. Samples.

Quality Control:

12. University's Testing Laboratory.

Construction Facilities and Temporary Controls:

13. Temporary Electricity.
14. Temporary Lighting.
15. Temporary Heat.
16. Temporary Ventilation.
17. Telephone Service.
18. Temporary Water Service.
19. Temporary Sanitary Facilities.
20. Barriers and Fencing.
21. Water Control.
22. Interior Enclosures.
23. Protection of Installed Work.
24. Security.
25. Access Roads.
26. Parking.
27. Progress Cleaning.
28. Removal of Temporary Utilities, Facilities, and Controls.

Material and Equipment:

29. Products.
30. Transportation, Handling, Storage, and Protection.
31. Substitutions.

Contract Closeout:

32. Final Cleaning.
33. As-built Documents.
34. Operation and Maintenance Data.
35. Guarantees.

**1.2 WORK REQUIRED BY CONTRACT DOCUMENTS**

Provide all materials, labor, equipment, services, tools, taxes, transportation, bonds and insurance to  
XXXXXXXXXXXXXXXXXXXX

**1.3 COST BREAKDOWN (NOT USE)**

**1.4 APPLICATION FOR PAYMENT**

Submit in the form acceptable to University. An Invoice is acceptable.  
Use Cost Breakdown for listing items in application for payment.

**1.5 CHANGE PROCEDURES**

University's Field Order form.  
University's Change Order form.

**1.6 PROJECT COORDINATION**

Verify that utility all work to be coordinated with University's Representative, NAME OF SUPERINTENDENT or his designee.

**1.7 PROJECT MEETINGS**

University will schedule a preconstruction conference after issuing Notice to Proceed, but prior to commencement of Work.  
University's Representative will schedule and administer meetings throughout progress of the Work.  
University's Representative will preside at meetings, record minutes, and distribute copies within 2 days to Contractors, Design Professional, and University.

**1.8 CONTRACT SCHEDULE (NOT USED)**

**1.9 PROPOSED PRODUCTS LIST**

Within 7 days after date of commencement specified in Notice to Proceed, submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product.

**1.10 SHOP DRAWINGS (NOT USED)**

**1.11 PRODUCT DATA**

Submit 3 copies.  
Mark each copy to identify applicable models, options, and other data for each Product.

**1.12 SAMPLES**

Submit samples to illustrate functional and aesthetic characteristics of Products.

**1.13 UNIVERSITY'S TESTING LABORATORY**

If applicable to the Work of this Project, University will appoint, employ, and pay for services of an independent firm (University's Testing Laboratory) to perform inspection and testing. University's Testing Laboratory will perform inspections, tests, and other services as required by University. Cooperate with University's Testing Laboratory and furnish samples as requested. Cost of re-testing, required because of non-conformance to specified requirements, will be charged to Contractor.

**1.14 TEMPORARY ELECTRICITY**

Connect to existing power service. Power consumption shall not disrupt University's need for continuous service. University will pay cost of power used. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

**1.15 TEMPORARY LIGHTING**

Provide and maintain temporary lighting for construction operations.  
Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required. Permanent building lighting may be utilized during construction provided 48 hours advance notice is given to University.

**1.16 TEMPORARY HEAT (NOT USED)**

**1.17 TEMPORARY VENTILATION**

Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, and gases. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations. When hazardous materials are encountered, specialized ventilation must be furnished so as to not contaminate the existing system.

**1.18 TELEPHONE SERVICE**

Provide, maintain, and pay for telephone service to field office commencing at time of mobilization, if required by University.

**1.19 TEMPORARY WATER SERVICE**

Connect to existing water source for construction operations.

**1.20 TEMPORARY SANITARY FACILITIES**

Provide and maintain required sanitary facilities and enclosures. Existing sanitary facilities may be used. Maintain sanitary facilities in clean and sanitary condition.  
Do not flush construction materials down toilets or sinks.

**1.21 BARRIERS AND FENCING**

Provide barriers or fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

**1.22 WATER CONTROL**

Maintain Project site free of water. Provide, operate, and maintain pumping equipment. Do not allow excess water to run in streets or gutters.

**1.23 INTERIOR ENCLOSURES**

Provide temporary partitions as required to separate Work areas from University occupied areas, to prevent penetration of dust and moisture into University occupied areas, and to prevent damage to existing materials and equipment.

**1.24 PROTECTION OF INSTALLED WORK**

Protect installed Work and provide special protection where specified in individual Specification Sections.

**1.25 SECURITY**

Provide security and facilities to protect Work, existing facilities, and University's operations from unauthorized entry, vandalism, or theft.

**1.26 ACCESS ROADS**

Designated existing access roads on the Project site may be used for construction traffic.

**1.27 PARKING**

Arrange and pay for temporary parking areas to accommodate construction personnel.

**1.28 PROGRESS CLEANING**

Maintain areas of the Work free of waste materials, debris, and rubbish. Maintain Project site in a clean and orderly condition.

**1.29 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS**

Remove temporary above grade or buried utilities, equipment, facilities, materials, and controls prior to final inspection.

Clean and repair damage caused by installation or use of temporary work.

**1.30 PRODUCTS**

The term "Products" means new material, machinery, components, equipment, fixtures, and systems forming the Work.

**1.31 TRANSPORTATION, HANDLING, STORAGE, AND PROTECTION**

Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

**1.32 SUBSTITUTIONS**

When a product, material or equipment specified by brand or trade name is followed by the words "or equal," a substitution may be permitted if the substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and if the substitution complies with all other requirements of the plans and specifications.

A request for substitution must be submitted to the University's Representative not later than 35 days after the date of commencement specified in the Notice to Proceed. No requests for substitutions of products, material or equipment subject to the 35-day deadline shall be considered unless the request and supporting data is submitted on or before the deadline, except those deemed, in University's Representative's sole opinion, to be necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution. The 35-day submittal period does not excuse the Contractor from completing the Work within the Contract Time.

Substitutions are not allowed unless approved in writing by the University's Representative. Any such approval shall not relieve Contractor from the requirements of the Contract Documents. In addition to complying with all other submittal requirements of the Contract, submit written data demonstrating that the proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and otherwise complies with all requirements of the plans and specifications,

The first-named product, material or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first-named one may require modifications of that design. If Contractor uses any product, material or equipment other than the first-named one, Contractor shall, at its sole cost, make all revisions and modifications to the design and construction of the Work necessitated by the use the product, material or equipment. If such revisions or modifications are necessary, the product, material or equipment may be used only if the revisions or modifications are approved in writing by the University's Representative.

Other products, material or equipment that are specified by brand or trade name and model number are approved for use, provided that Contractor complies with all Contract requirements. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment is available or that it can be used without modification, to meet the requirements of the plans and specifications; Contractor shall confirm, prior submitting a bid the availability of any product, material, or equipment. If modifications are necessary, Contractor shall, at its sole cost, modify such products, material, or equipment so that they comply with all requirements of the plans and specifications.

**1.33 FINAL CLEANING**

Execute final cleaning prior to final inspection.

Maintain and keep current on the Project site, one set of Contract Documents to be utilized for As-Built documents.

**1.34**      **AS-BUILT DOCUMENTS**

Maintain and keep current on the Project site, one set of Contract Documents to be utilized for As-Built documents.

**1.35**      **OPERATION AND MAINTENANCE DATA**

Submit 2 sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

Prepare binder cover with printed title, "OPERATION AND MAINTENANCE INSTRUCTIONS," and title of Project.

Contents:

1.            Directory, listing names, addresses, and telephone numbers of design professional, Contractor, subcontractors, and major equipment suppliers.
2.            Operation and maintenance instructions arranged by system.
3.            Project documents and certificates.

**1.36**      **GUARANTEES**

Article 9 of the General Conditions requires all items to be guaranteed for a period of 1 year.

Guarantees for more than 1 year where indicated in various Specification Sections shall be written on the letterhead of the Contractor, subcontractor, or supplier doing the Work and/or supplying the item to be guaranteed and shall be in the form of the guarantee contained on the following page of this Section.

**UNIVERSITY OF CALIFORNIA  
AGRICULTURE AND NATURAL RESOURCES  
FACILITIES PLANNING AND MANAGEMENT  
OUTLINE SPECIFICATIONS**

**1.0 OVERVIEW OF PROJECT:**

Furnish all labor, materials, services, tools, connections, backfill, insurance, and equipment to complete the Work described below and as shown in Estimate #XXXXXX submitted on DATE:

INCLUDE THE NAME OF THE CENTER WITH THE ADDRESS

DESCRIPTION OF THE PROJECT.

WORK TO INCLUDE BUT NOT LIMITED TO

SCOPE OF WORK:

TOTAL COST = \$

**End of OUTLINE SPECIFICATIONS**





Name of Project  
XXXXXXX RESEARCH AND EXTENSION CENTER  
XXXXXXX 2023

Project Number: XXXXXX

### **GUARANTEE**

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

Project Name: \_\_\_\_\_

\_\_\_\_\_  
Project Number

Project Location: \_\_\_\_\_

GUARANTEE FOR \_\_\_\_\_ (the "Contract"), between The Regents of the University  
(Specification Section); Contract No.

of California ("University") and \_\_\_\_\_ ("Contractor").

\_\_\_\_\_  
(Name of Subcontractor) hereby guarantees to University that the

portion of the Work described as follows: \_\_\_\_\_

\_\_\_\_\_ which it has provided for the above referenced Project, is of good quality; free from defects; free from any liens, claims, and security interests; and has been completed in accordance with Specification Section \_\_\_\_\_ and the other requirements of the Contract.

The undersigned further agrees that, if at any time within \_\_\_\_\_ months after the date of the guarantee the undersigned receives notice from University that the aforesaid portion of the Work is unsatisfactory, faulty, deficient, incomplete, or not in conformance with the requirements of the Contract, the undersigned will, within 10 days after receipt of such notice, correct, repair, or replace such portion of the Work, together with any other parts of the Work and any other property which is damaged or destroyed as a result of such defective portion of the Work or the correction, repair, or replacement thereof; and that it shall diligently and continuously prosecute such correction, repair, or replacement to completion.

In the event the undersigned fails to commence such correction, repair, or replacement within 10 days after such notice, or to diligently and continuously prosecute the same to completion, the undersigned, collectively and separately, do hereby authorize University to undertake such correction, repair, or replacement at the expense of the undersigned; and Contractor will pay to University promptly upon demand all costs and expenses incurred by University in connection therewith.

### **SUBCONTRACTOR**

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

Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contractor  
License Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **CONTRACTOR**

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

Typed Name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**END OF SECTION**



Name of Project  
XXXXXX AGRICULTURAL RESEARCH EXTENSION CENTER  
XXXXXX 2023

Project Number: XXXXXXXX

THIS IS TO CERTIFY THAT THE WORK INVOICED FOR HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AND PAYMENT IS HEREBY RECOMMENDED.

CENTER DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

THIS IS TO CERTIFY THAT A PORTION OF THE WORK INVOICED FOR HEREON HAS BEEN COMPLETED IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AND PAYMENT IN THE AMOUNT OF \$ \_\_\_\_\_ IS HEREBY RECOMMENDED.

CENTER DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_