



## **REQUEST FOR BID**

Subject to conditions prescribed by the University of California, Agriculture, and Natural Resources, sealed bids for a lump sum Contract are requested for the following work:

**LIVESTOCK SPRINGS  
PROJECT NUMBER: 7264-B HREC  
UNIVERSITY OF CALIFORNIA, HOPLAND RESEARCH AND EXTENSION CENTER**

List of Contents:

1. Request for Bid
2. Instructions to Bidders
3. Supplementary instructions to Bidders
4. Information Available to Bidders - Construction Drawings
5. Bid Form
6. Informal Form contract template

Procedures: All bidding documents are available at <https://ucanr.edu/site/facilities-planning-management/projects-and-information-contractors>.

### **DESCRIPTION OF WORK:**

In 2018, there were widespread fires in Mendocino county affecting the university of California's Hopland research and extension center burning many acres of research pastures, springs, grazing lands, fencing, and research buildings/structures. At the UC Hopland research and extension center, the fire damaged about 60% of the existing perimeter fencing. This project will replace springs damaged in the fire. The existing damaged springs will be removed and hauled off the property with new springs being constructed in approximately the same location - the exact location will be determined in the field by university personnel based on terrain and research demands.

Provide all labor, materials, equipment, tools, transportation, bonds, and insurance to reconstruct 6 livestock springs with all related items across the site; the locations is approximate in the attached site plan.

### **MANDATORY PRE-BID JOB WALK:**

A mandatory Pre-Bid Job Walk will be conducted on **November 4, 2025** beginning promptly at **10:00 am**. Only bidders who participate in the Job Walk will be allowed to bid on the Project as prime contractors. Participants shall meet in **Shippey Hall at: 4070 University Rd, Hopland, CA 95449**. For further information, contact University's Representative **John T Bailey** at email address [Jtbailey@ucanr.edu](mailto:Jtbailey@ucanr.edu). **Bids are to be submitted by email** on or before **November 17, 2025 at 4:00 pm** for furnishing all labor, materials, services, and equipment to complete the Work described below in accordance with the Bidding Documents only at:

Attention: **Sinan Al Adhami, Project Manager**, at [Saladhami@ucanr.edu](mailto:Saladhami@ucanr.edu) and [facilities@ucanr.edu](mailto:facilities@ucanr.edu)  
AGRICULTURE AND NATURAL RESOURCES, UNIVERSITY OF CALIFORNIA, 2801 2<sup>ND</sup> STREET,  
DAVIS, CA 95618.

Bids will be opened on **November 17, 2025 at 4:05 pm** at AGRICULTURE AND NATURAL RESOURCES, UNIVERSITY OF CALIFORNIA, 2801 2<sup>ND</sup> STREET, DAVIS, CA 95618



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: **Class A, Class C-12 or C-36** .

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.

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:** \$150,000 - \$250,000.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
University of California, Hopland Research & Extension Center  
September 2025

# **INSTRUCTIONS TO BIDDERS**

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## **ARTICLE 1**

### **DEFINITIONS**

- 1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents.
- 1.2 The term “Addenda” means written or graphic instruments issued by University prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Request for Bids and which may be revised by Addenda.
- 1.5 The term “Bidder” means a person or firm that is invited to submit a Bid.
- 1.6 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 As used in these Instructions to Bidders, the term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the University is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders. Holidays include January 1<sup>st</sup>, the third Monday in January, the third Monday in February, the last Monday in May, July 4<sup>th</sup>, the first Monday in September, November 11<sup>th</sup>, Thanksgiving Day, December 25<sup>th</sup>, and every day designated by the University as a holiday.
- 1.8 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.
- 1.9 As used in these Instructions to Bidders, the term “Facility” means the University’s Facility office issuing the Bidding Documents.
- 1.10 The term “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.11 The term “Planholder” means a person or entity known by the Facility to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.
- 1.12 The term “Qualified” means a Bidder who has met all the requirements of the University’s standard system contained in the Base Qualification Questionnaire, plus any additional project specific requirements listed in the Bidding Documents.
- 1.13 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

## **ARTICLE 2**

### **BIDDER'S REPRESENTATIONS**

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 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.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 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 Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.1.9 For construction value between \$300,000 and \$640,000, Bidder and its mechanical, electrical, and plumbing subcontractor(s) (if using) shall be Qualified under the University's standards prior to award.

## **ARTICLE 3**

### **BIDDING DOCUMENTS**

#### **3.1 COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Request for Bids for the sum stated therein, if any. Documents are only available in full sets and shall not be returned.

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 University makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 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.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the person or firm designated in the Supplementary Instructions to Bidders.

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

### **3.3 PRODUCT SUBSTITUTIONS**

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

### **3.4 SUBCONTRACTORS**

3.4.1 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 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted 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. The failure to list, on the Bid Form, any one of the items set forth above or using a non-Qualified Mechanical, Electrical, or Plumbing subcontractor (if using) 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. A Mechanical, Electrical, or Plumbing subcontractor (if using) may be Qualified through the University's standard system before award to the Bidder.

3.4.2 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."

3.4.3 If Article 10 of the Bid Form is used (addition of subs based on inclusion of an alternate) then all requirements of 3.4 shall apply to Article 10 of the Bid Form as well.

### **3.5 ADDENDA**

3.5.1 Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.

3.5.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

### **3.6 BUILDER'S RISK PROPERTY INSURANCE**

3.6.1 University will provide builder's risk property insurance subject to the deductibles in the policy as required by the General Conditions if the Contract Sum exceeds \$300,000 at the time of award and the requirements of the Project are not excluded by such coverage. A summary of the provisions of the policy is included as an Exhibit to the Contract; the policy may be reviewed at the Facility office. Bidder agrees that the University's provision of builder's risk property insurance containing said provisions meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance.

## **ARTICLE 4**

### **PRE-BID CONFERENCE**

4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by University, comments and questions are received from Bidders, and a Project site visit is conducted. University requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

## **ARTICLE 5**

### **BIDDING PROCEDURES**

#### **5.1 FORM AND STYLE OF BIDS**

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the University's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price (as requested) will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate "No Change" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form.

## **5.2 NOT USED**

## **5.3 SUBMISSION OF BIDS**

5.3.1 The Bid Form, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Supplementary Instructions to Bidders for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

## **5.4 MODIFICATION OR WITHDRAWAL OF BID**

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Facility receiving Bids at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Not used

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.



## **ARTICLE 6**

### **CONSIDERATION OF BIDS**

#### **6.1 NOT USED**

#### **6.2 REJECTION OF BIDS**

6.2.1 University will have the right to reject all Bids.

6.2.2 University will have the right to reject any Bid not accompanied by any item(s) required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

#### **6.3 AWARD**

6.3.1 University will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the University awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by University and who is not rejected by University for failing or refusing, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents.

6.3.2 University will have the right to accept Alternates (if used) in any order or combination, unless otherwise specifically provided in the Bidding Documents.

6.3.3 University will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award.

The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has elected to be included in the Contract Sum as of the time of award.

6.3.4 The University will post the Bid results on its internet website.

6.3.5 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 required under Article 11 of the General Conditions.
- .3 Three originals of the Performance Bond required under Article 11 of the General Conditions.
- .4 Certificates of Insurance on form provided by University required under Article 11 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. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- .7 Not used, unless modified by Supplementary Instructions to Bidders
- .8 Not used
- .9 Not used, unless modified by Supplementary Instructions to Bidders

6.3.6 Prior to award of the Contract, University will notify Bidder in writing, if University, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to University. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of University to object to a proposed Superintendent or Subcontractor prior to award shall not preclude University from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.7 If Bidder submits three originals of the signed Agreement and all other items required to be submitted to University within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to University, University will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

6.3.8 If University consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to University all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, University may reject such Bidder's Bid and select the next apparent lowest responsive Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, shall be liable to the University for all resulting damages.

## **ARTICLE 7**

### **BID PROTEST**

#### **7.1 FILING A BID PROTEST**

7.1.1 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 in writing and received by the Facility not later than 5:00 pm on the 3<sup>rd</sup> business day of the announcement of the Bid results.

7.1.2 Not Used

7.1.3 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

#### **7.2 RESOLUTION OF BID CONTROVERSY**

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. The decision by the Facility is not appealable within the University of California.

7.2.2 Not used

7.2.3 Not used

7.2.4 Not used

### **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1. Contract Time: **90** days.
2. Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:  
  
Sinan Al Adhami, Project Manager,  
UCANR  
2801 Second Street, Davis 95618  
Email: [Saladhami@ucanr.edu](mailto:Saladhami@ucanr.edu)
3. The mandatory Job Walk will be conducted at the time and location specified in the Request for Bids bound herein. (Attendance at the Job Walk is mandatory.)
4. Bids will be received on or before the Bid Deadline and only at the location specified in the Request for Bids.
5. Bids will be opened at on the date and the location specified in the Request for Bids.
6. All bid alternates identified in the Bid Form must be fully priced and completed. Failure to provide a response (either an amount or “No Cost”) for each listed alternate may render the bid non-responsive and disqualify the bidder from consideration.
7. The spreadsheet provided under “Information Available to Bidders” is for reference purposes only. It is intended to assist bidders in understanding the project scope and cost breakdown structure. The University does not require bidders to fill out or submit this spreadsheet as part of their bid package. All pricing and alternates shall be submitted exclusively on the official Bid Form provided by the University.
8. 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 per day. 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.

1. Drawings
2. Cost breakdown spreadsheet

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>

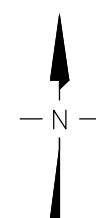
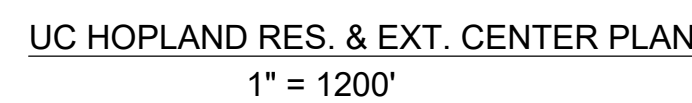
General Contractors or others submitting bids for University construction projects may enter into agreements with these suppliers that utilize the pricing and terms contained in the University-supplier agreements. The university does not represent or warrant that materials/equipment/services of these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

























THE EXISTING DAMAGED SPRINGS INFRASTRUCTURE WILL BE REMOVED AND HAULED OFF THE PROPERTY WITH NEW SPRINGS INFRASTRUCTURE BEING CONSTRUCTED IN APPROXIMATELY THE SAME LOCATION - THE EXACT LOCATION WILL BE DETERMINED IN THE FIELD BY UNIVERSITY PERSONNEL BASED ON TERRAIN AND RESEARCH DEMANDS.

SHEET #	SHEET TITLE
1	COVER SHEET, SITE PLAN
2	DETAILS



A map of the Hopland area in California. The UC - Hopland Research & Extension Center is marked with a black icon and labeled with its address: 4070 University Road, Hopland, CA 95449. The map shows surrounding towns including Ukiah, Boonville, Cloverdale, Clearlake, and Wilbur Springs. Major roads are indicated by yellow lines with route numbers in black circles: 253, 101, 128, 29, 20, and 175. A large blue lake is visible in the center-right, and green areas represent forested land.

- 1) TERRAIN & ACCESSIBILITY: THE PROJECT SITE IS LOCATED IN A REMOTE AREA CHARACTERIZED BY RUGGED TOPOGRAPHY AND STEEP SLOPES. THESE CONDITIONS MAY LIMIT THE USE OF TYPICAL MATERIAL HANDLING EQUIPMENT, REQUIRING MANUAL TRANSPORT OF MATERIALS TO CERTAIN LOCATIONS.
- 2) OBSTRUCTIONS: ACCESS ROUTES WITHIN THE SITE MAY BE PERIODICALLY OBSTRUCTED BY DOWNED TREES, OVERGROWN BRUSH, OR NATURAL DEBRIS. CONTRACTORS SHOULD ANTICIPATE THE NEED FOR ONGOING ROUTE CLEARANCE AND VEGETATION MANAGEMENT.
- 3) ROAD CONDITIONS: SITE IS ACCESSIBLE ONLY VIA UNPAVED DIRT ROADS. THESE ROADS MAY BECOME IMPASSABLE DURING WET WEATHER OR WITHOUT THE USE OF A FOUR-WHEEL-DRIVE (4WD) VEHICLE.
- 4) FIRE RISK: THE SITE IS LOCATED IN A REGION OF ELEVATED WILDFIRE RISK, PARTICULARLY DURING SUMMER MONTHS. CONTRACTORS SHALL IMPLEMENT AND MAINTAIN FIRE PREVENTION AND MITIGATION MEASURES IN ACCORDANCE WITH APPLICABLE FIRE SAFETY REGULATIONS AND BEST MANAGEMENT PRACTICES.
- 5) UTILITIES & AMENITIES: THERE ARE NO ON-SITE UTILITIES, INCLUDING POTABLE WATER OR RESTROOM FACILITIES. CONTRACTORS ARE RESPONSIBLE FOR PROVIDING NECESSARY ACCOMMODATIONS FOR DRINKING WATER, SANITATION, AND CREW WELFARE IN COMPLIANCE WITH CAL/OSHA AND PROJECT REQUIREMENTS.

SITE LEGEND	
	PROPERTY BOUNDARY
	IMPROVED STATION ROAD
	UNIMPROVED STATION ROAD
	IMPROVED PUBLIC ROAD
	UNIMPROVED PUBLIC ROAD
	FIRE TRAIL
	CONTOUR
	STREAMS
	SPRINGS
	WELLS
	CORRALS
	STRUCTURE
	BRIDGE
	TELEPHONE LINES
	POWER POLE
	PONDS OR LAKES
H.Q.	HEADQUARTERS AREA
	WATER TANK
	WATER TROUGH
W.S.	WEATHER STATION
	IRRIGATION LINE (PRESSURE)
	PIPE LINE
	DEER FENCE
	FENCE

		SHEET TITLE:	
		COVER SHEET, PLANS, NOTES, DETAILS	
		PROJECT TITLE:	
		SPRINGS REPLACEMENT PROJECT	
		PROJECT LOCATION:	
		HOPLAND RESEARCH & EXTENSION CENTER HOPLAND, CALIFORNIA	
DRAWN: SA	AGRICULTURE & NATURAL RESOURCES FACILITIES PLANNING & MANAGEMENT UNIVERSITY OF CALIFORNIA DAVIS, CALIFORNIA	DATE: 7/29/2025	
CHECKED: STAFF		FILE NO.: H 72648	
APPROVED:		CAD FILE: H 2021-2-1	
(NO. BY) AS SHOWN	SCALE: AS SHOWN	SHEET NO.: 1 OF 2	

REV. NO.	DATE	DESCRIPTION	BY	CR
-------------	------	-------------	----	----



**ZONE #1:**  
SPRING BOX

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 25" X 96" REDWOOD  
ALTERNATE: 25" X 96" METAL

SPRING BOX LID  
TANK

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 250 GALLON FIBERGLASS  
ALTERNATE: 250 GALLON METAL

TANK SUPPORT TIMBERS  
PIPE FITTING ALLOWANCE  
EXTENDED WATER LINE

(4) 6' 6X6 REDWOOD TIMBERS  
(3) FLOAT VALVES AT TROUGHS, MISC FITTINGS  
(680) 1.25" SCH 40 PVC PIPE FROM SPRING TO TANK, IN FEET

**ZONE #2:**  
SPRING BOX LID

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 30" X 33" REDWOOD  
ALTERNATE: 30" X 33" METAL

TANK

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 2500 GALLON PLASTIC  
ALTERNATE: 2500 GALLON METAL

TANK SUPPORT TIMBERS  
PIPE FITTING ALLOWANCE  
WATER LINE

(7) 8' 6X6 REDWOOD TIMBERS  
(3) 1" GATE VALVES, (1) FLOAT VALVE, MISC FITTINGS  
(225) 1.25" SCH 40 PVC PIPE, IN FEET

EXTENDED WATER LINE

(5280) 1" SCH 40 PVC PIPE DOWN HILLSIDE, IN FEET (SEPARATED ITEM)

**ZONE #3:**  
TANK

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 500 GALLON REDWOOD  
ALTERNATE: 500 GALLON METAL

TANK SUPPORT TIMBERS  
PIPE FITTING ALLOWANCE  
PIPE FITTING ALLOWANCE  
WATER LINE

(4) 6' 6X6 REDWOOD TIMBERS  
(1) FLOAT VALVES AT TROUGHS, MISC FITTINGS  
MISC FITTINGS  
(40) 1.25" SCH 40 PVC PIPE

**ZONE #4:**  
SPRING BOX

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 22" DIAMETER PVC  
ALTERNATE: 22" DIAMETER METAL

SPRING BOX LID

REQUIRED FOR BOTH OPTIONS  
BASE SCOPE: 22" DIAMETER METAL  
PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 2500 GALLON PLASTIC  
ALTERNATE: 2500 GALLON METAL

TANK

(7) 8' 6X6 REDWOOD TIMBERS

PIPE FITTING ALLOWANCE  
FITTINGS

(2) FLOAT VALVES AT TROUGHS, (2) GATE VALVES AT THE TANK, MISC

EXTENDED WATER LINE

(450) 1" SCH 40 PVC PIPE FROM SPRING TO TROUGHS, IN FEET

**ZONE #5:**  
SPRING BOX

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 54" DIAMETER FIBERGLASS  
ALTERNATE: 54" DIAMETER METAL

TO FILL IN AROUND NEW SPRING BOX

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 54" DIAMETER METAL  
ALTERNATE: 54" DIAMETER PLASTIC

ROCK

SPRING BOX LID

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 54" DIAMETER METAL  
ALTERNATE: 54" DIAMETER PLASTIC

PIPE FITTING ALLOWANCE  
WATER LINE

(1) MANIFOLD IN SPRING BOX, MISC FITTING  
(75) 1.25" PVC SCH 40 PIPE, IN FEET

**ZONE #6:**  
TANK

PRICE REQUIRED FOR BOTH OPTIONS  
BASE SCOPE: 250 GALLON PLASTIC  
ALTERNATE: 250 GALLON METAL

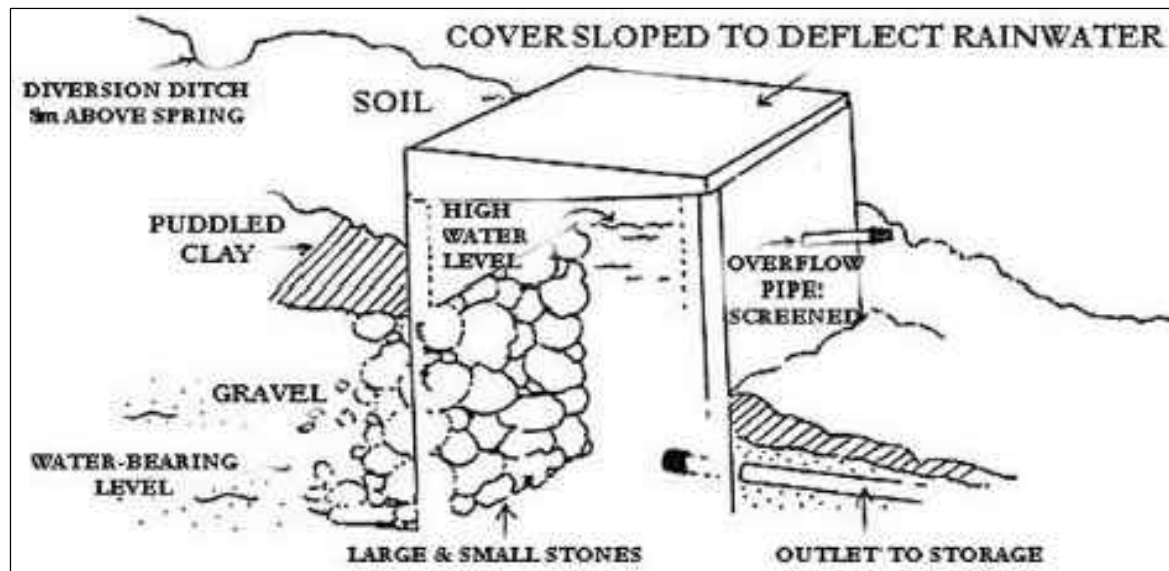
SPRING BOX LID

PRICE REQUIRED FOR BOTH OPTIONS:  
BASE SCOPE: 60" DIAMETER FIBERGLASS  
ALTERNATE: 60" DIAMETER METAL

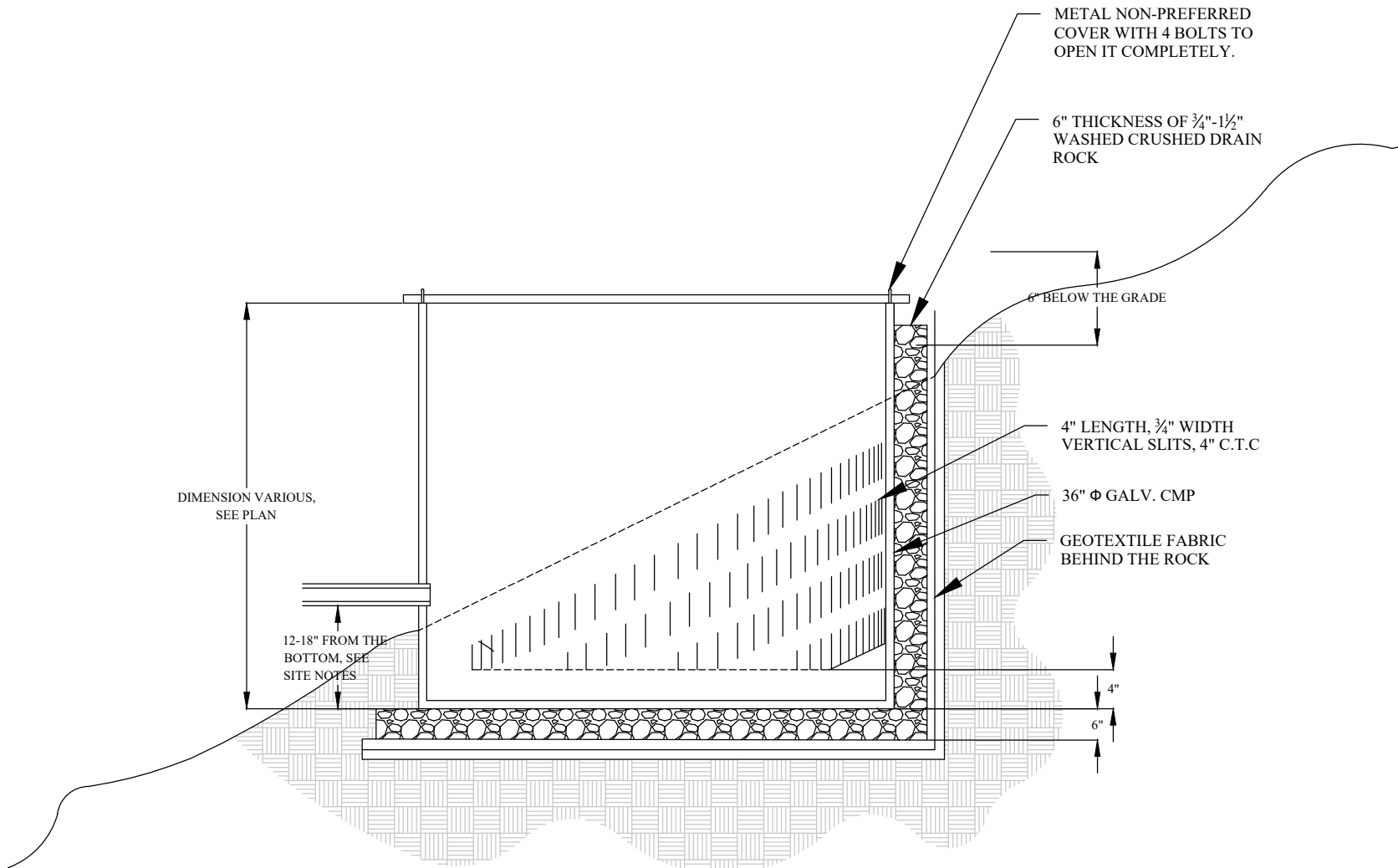
TANK SUPPORT TIMBERS  
PIPE FITTING ALLOWANCE  
EXTENDED WATER LINE

(7) 8' 6X6 REDWOOD TIMBERS  
(3) FLOAT VALVES AT TROUGHS, MISC FITTINGS  
(450) 1.25" SCH 40 PVC PIPE FROM SPRING TO TANK

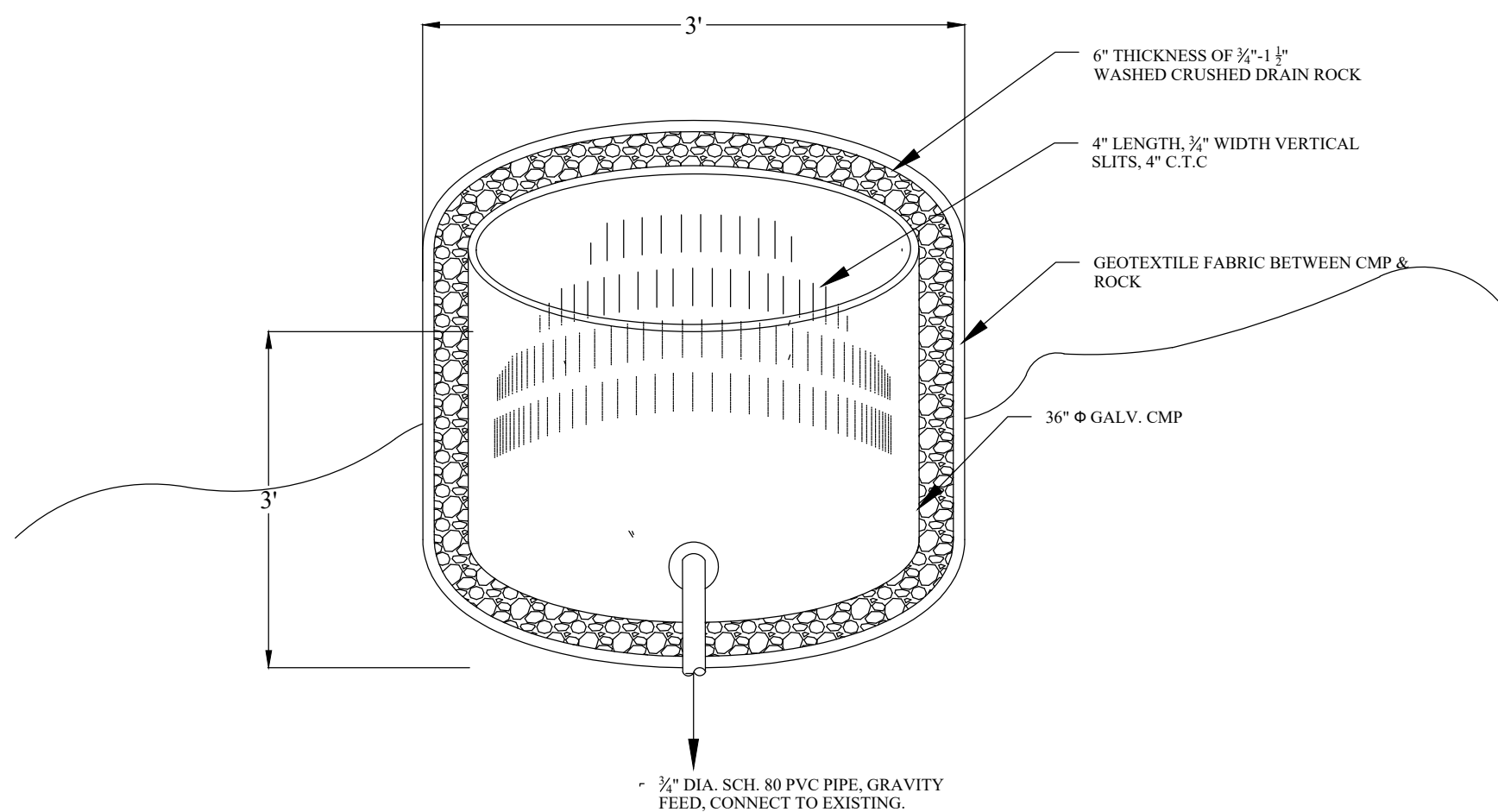
NOTE: PRICES SHOULD INCLUDE LABOR AND MATERIALS.  
ROCK OF ALL SPRING BOXES SHOULD BE WASHED AND CLEAN ¾"-1 ½" SIZE.



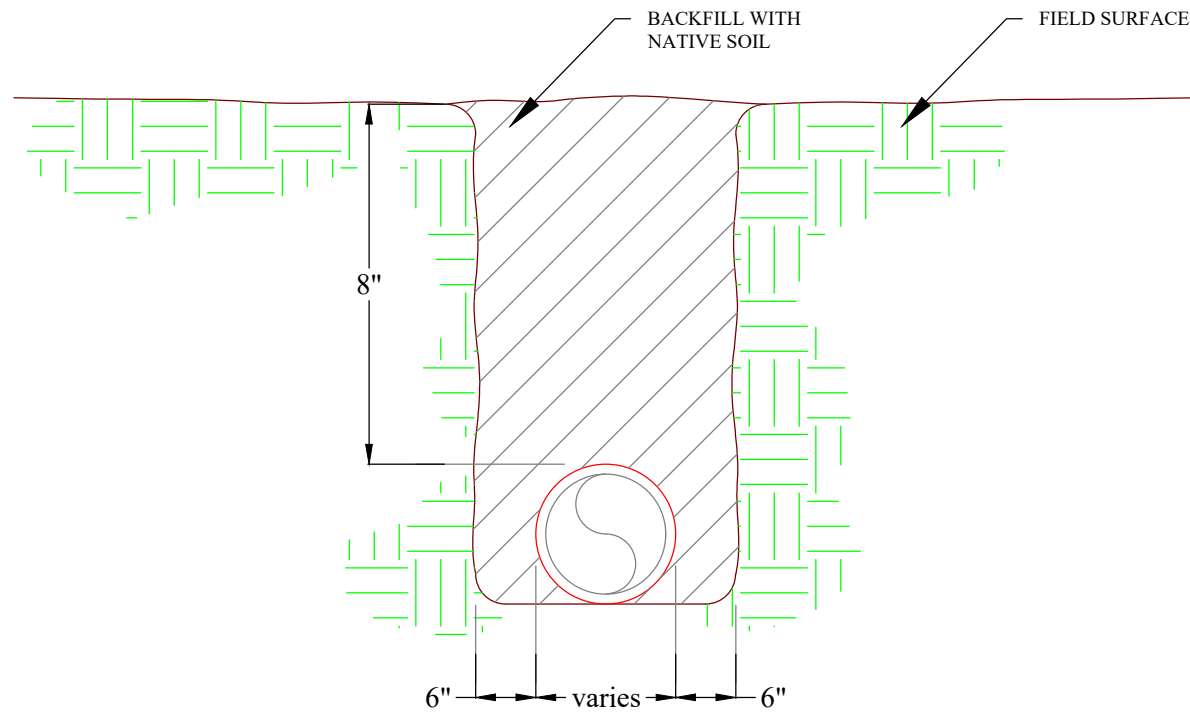
ZONE 1, 2, 3, 4 TYPICAL SPRING - DETAIL  
NTS



ZONE 5 & 6 TYPICAL SPRING - SECTION DETAIL  
NTS



ZONE 5 & 6 TYPICAL SPRING - ELEVATION DETAIL  
NTS



STANDARD TRENCHING - ELEVATION DETAIL  
NTS

SHEET TITLE:			DATE:
DETAILS			7/29/2025
PROJECT TITLE:			FILE NO.: H 7264B
SPRINGS REPLACEMENT PROJECT			CAD FILE: H 2021-2-1
PROJECT LOCATION:			SHEET NO.: 2 OF 2
HOPLAND RESEARCH & EXTENSION CENTER HOPLAND, CALIFORNIA			
DRAWN:	SA	AGRICULTURE & NATURAL RESOURCES FACILITIES PLANNING & MANAGEMENT UNIVERSITY OF CALIFORNIA DAVIS, CALIFORNIA	
CHECKED:	STAFF		
APPROVED:			
SCALE:	AS SHOWN		

REV. NO. DATE DESCRIPTION

BY CHKD. BY

## HREC Fire Damaged Springs Detailed Scope of Work

Zone 5	Bathtub Spring			Alternate
	Overview: This spring has 2 spring boxes, one 60" fiberglass burned out and the other is ok. The piping has already been replaced to keep the spring running.			
	Item	Detail	Quantity	
	Spring box	60" diameter fiberglass	1	
	Rock	To fill in around new spring box, in yards	2	
	Spring box lid	Plastic	2	
	Pipe fitting allowance	Manifold in spring box, misc fitting	1	
	Water line	1.25" PVC Sch 40 pipe, in feet	75	
Zone 2	Beasley Spring			Alternate
	Overview: The tank and timbers were badly fire damaged and need to be replaced. The plumbing, valves and 60 ft of 1" line to water trough are ok. The concrete spring box is ok, but the redwood lid needs replacing. The 225 ft of 1.25" Sch 40 PVC from the box to the tank needs to be replaced. The mile long 1" Sch 40 PVC pipe down to James Flat completely burned and needs to be replaced but we are open to not replacing this line and accepting ACV.			
	Item	Detail	Quantity	
	Spring box lid	Redwood	1	
	Tank	2500 gallon metal tank	1	
	Tank support timbers	8' 6x6 redwood timbers	7	
	Pipe fitting allowance	(3) 1" gate valves, (1) float valve, misc fittings	1	
	Water line	1.25" Sch 40 PVC pipe, in feet	225	
Extended water line	1" Sch 40 PVC pipe down hillside, in feet	5280		
Zone 4	Coon Lake Spring			Alternate
	Overview: Remote spring in canyon. The spring box, 450 ft of pipe, plumbing and tank were burned out and need replacing.			
	Item	Detail	Quantity	
	Spring box	Redwood	1	
	Spring box lid	Redwood	1	
	Tank	2500 gallon metal tank	1	
	Tank support timbers	8' 6x6 redwood timbers	7	
	Pipe fitting allowance	(2) float valves at troughs, (2) gate valves at the tank, misc fittings	1	
Extended water line	1" Sch 40 PVC pipe from spring to troughs	450		
Zone 1	James Flat Spring			Alternate
	Overview: The spring box, pipe, plumbing and tank were burned out and need replacing.			
	Item	Detail	Quantity	
	Spring box	Redwood	1	
	Spring box lid	Metal	1	
	Tank	500 gallon metal tank	1	
	Tank support timbers	6' 6x6 redwood timbers	4	
	Pipe fitting allowance	(2) float valves at troughs, misc fittings	1	
Extended water line	1.25" Sch 40 PVC pipe from spring to tank	680		
Zone 6	North Spring			Alternate
	Overview: One spring box fine but lid burned. Second spring box and lid burned. Tank, timbers, and pipe were burned out.			
	Item	Detail	Quantity	
Tank	2500 gallon metal tank	1	-	



Z	Lid	Redwood Shingles		Metal
	Tank support timbers	8' 6x6 redwood timbers	7	-
	Pipe fitting allowance	Misc fittings	1	-
	Extended water line	1.25" Sch 40 PVC pipe from spring to tank	450	-
Zone 3	<b>Orchard Spring</b>			
	The french drain spring and pipe to tank are fine. The redwood tank and timbers under it were badly fire damaged and need to be replaced. Pipe at the tank and from the tank to the water trough need to be replaced.			
	<b>Item</b>	<b>Detail</b>	<b>Quantity</b>	<b>Alternate</b>
	Tank	500 gallon redwood tank	1	Metal
	Tank support timbers	6' 6x6 redwood timbers	4	-
	Pipe fitting allowance	Misc fittings	1	-
	Water line	1.25" Sch 40 PVC pipe	40	-

**BID FORM**

For: Livestock Springs, #7264-B HREC  
UNIVERSITY OF CALIFORNIA, ANR, **HOPLAND RESEARCH AND  
EXTENSION CENTER**, 4070 University Rd, Hopland, CA 95449

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

Bid to:  
**Sinan Al Adhami, Project Manager, at Saladhami@ucanr.edu and facilities@ucanr.edu**  
University of California, ANR, **2801 Second Street, Davis, CA 95618**

BID FROM: \_\_\_\_\_  
(Name of Bidder)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City) (State) (Zip Code)  
\_\_\_\_\_  
(Telephone Number)  
\_\_\_\_\_  
(Date Bid Submitted)

Note: All portions of this Bid Form must be completed, and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

1.0 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. Bidder further agrees that it will not withdraw its Bid within **60 days** after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within **60 days** days after the date of commencement specified in the Notice to Proceed.

2.0 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 University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID ZONE #1 – James Flat (redwood spring box, fiberglass tank, metal lid, tank support redwood timbers, drain rock, pipe fittings, extended water line – see details and dimensions in drawings and supplemental information)

\$ 



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(Place figures in appropriate boxes.)

(Place figures in appropriate boxes.)

LUMP SUM BASE BID ZONE #2 – Beasley Spring (plastic tank, redwood spring box lid, redwood tank support timbers, pipe fittings/valves, water line, and extended water line – see details and dimensions in drawings and supplemental information)

\$ 



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(Place figures in appropriate boxes.)

Project Name: LIVESTOCK SPRINGS

Project Number: 7264-B HREC

LUMP SUM BASE BID ZONE #3 – Orchard Spring (redwood tank, redwood tank support timbers, pipe fittings/valves, water line – see details and dimensions in drawings and supplemental information)

\$ 



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(Place figures in appropriate boxes.)

LUMP SUM BASE BID (ZONE #4 – Coon Lake Spring (plastic spring box, plastic tank, metal spring box lid, tank support timbers, drain rock, pipe fittings/valves, water line, and extended water line – see details and dimensions in drawings and supplemental information)

\$ 



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(Place figures in appropriate boxes.)

LUMP SUM BASE BID ZONE #5, Bathtub Spring (fiberglass box, metal lid, drain rock to fill in around new spring box, pipes/miscellaneous fittings to manifold in spring box, water line – see details and dimensions in drawings and supplemental information)

\$ 



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(Place figures in appropriate boxes.)

LUMP SUM BASE BID ZONE #6, North Spring (fiberglass box, fiberglass lid, drain rock to fill in around new spring box, pipes/miscellaneous fittings to manifold in spring box, extended water line – see details and dimensions in drawings and supplemental information)

\$ 



 , 



 , 



 .

(Place figures in appropriate boxes.)

## 5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.

## 6.0 UNIT PRICES (NOT USED)

**7.0 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:

\$   ,    .   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 (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. 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).

**8.0 ALTERNATES**

In order for a Bid to be responsive, Bidder must submit an additive bid, a deductive bid, or a "no change" bid, for each Alternate listed below. The failure to do so shall result in the Bid being rejected as non-responsive. The failure to quote an amount, unless the bidder marks the "no change" box, will result in the bid being rejected as non-responsive.

The Contract Time will change by the number of days, if any, specified for each accepted Alternate.

**Alternate No. 1 – James Flat**

Description: Metal spring box, metal tank. All other fittings and materials are the same as base bid.

Bid for Alternate No. 1

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box

Add \$  ,    ,    .

Deduct \$  ,    ,    .

Project Name: LIVESTOCK SPRINGS

Project Number: 7264-B HREC

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

**Alternate No. 2 – Beasley Spring**

Description: Metal tank, metal spring box lid. All other fittings and materials are the same as base bid.

Bid for Alternate No. 2

If “Add” or “Deduct” is intended, indicate by placing figures in the corresponding boxes. If “No Change” is intended, indicate by marking the “No Change” box

Add           \$    ,  ,  .

Deduct       \$    ,  ,  .

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

**Alternate No. 3 – Orchard Spring**

Description: Metal tank, All other fittings and materials are the same as base bid.

Bid for Alternate No. 3

If “Add” or “Deduct” is intended, indicate by placing figures in the corresponding boxes. If “No Change” is intended, indicate by marking the “No Change” box

Add           \$    ,  ,  .

Deduct       \$    ,  ,  .

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

**Alternate No. 4 – Coon Lake Spring**

Description: Metal tank, metal spring box. All other fittings and materials are the same as base bid.

Bid for Alternate No. 4

If “Add” or “Deduct” is intended, indicate by placing figures in the corresponding boxes. If “No Change” is intended, indicate by marking the “No Change” box

Project Name: LIVESTOCK SPRINGS

Project Number: 7264-B HREC

Add \$  ,  ,  .

Deduct \$  ,  ,  .

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

### **Alternate No. 5 – Bathtub Spring**

Description: Metal spring box. All other fittings and materials the same as base bid.

Bid for Alternate No. 5

If “Add” or “Deduct” is intended, indicate by placing figures in the corresponding boxes. If “No Change” is intended, indicate by marking the “No Change” box

Add \$  ,  ,  .

Deduct \$  ,  ,  .

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

### **Alternate No. 6 – North Spring**

Description: metal tank, metal lid. All other fittings and materials the same as base bid.

Bid for Alternate No. 6

If “Add” or “Deduct” is intended, indicate by placing figures in the corresponding boxes. If “No Change” is intended, indicate by marking the “No Change” box

Add \$  ,  ,  .

Deduct \$  ,  ,  .

☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 30 calendar days after the date University signs the Agreement:





Project Name: LIVESTOCK SPRINGS

Project Number: 7264-B HREC

## 9.0 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						
(1) Portion of the Work Activity (e.g. electrical, mechanical, concrete)	(2)* Amount of Subcontract	(3) Name of Business	(4) Location of Business (City)	(5) License No.	(6) DIR Registration No.	(7)* Business categories* (Check all categories that apply- SBE/DVBE
						<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

\* - Information for Items (2) and (7) for each listed Subcontractor must be furnished to the University at the time of award of the contract, by the awarded contractor.

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

(Note: Add additional pages if required)

Project Name: LIVESTOCK SPRINGS

Project Number: 7264-B HREC

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATE

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of one-half of 1 percent of prime contractor's total bid.

Subcontractor						
(1) Portion of the Work Activity (e.g. electrical, mechanical, concrete)	(2)* Amount of Subcontract	(3) Name of Business	(4) Location of Business (City)	(5) License No.	(6) DIR Registration No.	(7)* Business categories* (Check all categories that apply- SBE/DVBE
						<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
						<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

\* - Information for Items (2) and (7) for each listed Subcontractor must be furnished to the University at the time of award of the contract by, the awarded contractor.

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

(Note: Add additional pages if required.)

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

\_\_\_\_\_  
(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF \_\_\_\_\_.  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Names)  
\_\_\_\_\_

CALIFORNIA CONTRACTORS LICENSE(S):

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

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

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

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of \_\_\_\_\_  
(Bid Bond or Certified Check)

13.0 DECLARATION

I, \_\_\_\_\_, hereby declare that I am the  
(Printed Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at: \_\_\_\_\_(Name of City if within a City, otherwise Name of County),

in the State of \_\_\_\_\_, on \_\_\_\_\_.  
(State) (Date)

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

## AGREEMENT

THIS AGREEMENT is made as of the { } day of { }, 20{ }, between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is: University of California, Hopland REC

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

and Contractor: {Name}

whose address for notices is: {Street Address}  
{City, State, Zip}

for the Project: Livestock Springs. #7264-B HREC  
University of California

University's Responsible Administrator: Jennifer Bunge  
Interim Associate Vice President for Finance and  
Capital Planning, UCANR

University's Representative is: Sinan Al Adhami, Project Manager

whose address for notices is: University of California, UCANR  
FACILITIES PLANNING AND MANAGEMENT  
2801 SECOND STREET  
DAVIS, CA 95618

Contract Documents for the  
Work Prepared by: Violeta Kovacevic, Contract Administrator  
UNIVERSITY OF CALIFORNIA, UCANR  
FACILITIES PLANNING AND MANAGEMENT  
2801 SECOND STREET  
DAVIS, CA 95618

University and Contractor hereby agree as follows:

## ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

## ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

## ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, {\$AMOUNT IN FIGURES}, the "Contract Sum".

The Contract Sum includes the following Alternates accepted by University:

{LIST ALTERNATES ACCEPTED BY UNIVERSITY AT TIME OF AWARD}

University reserves the right to accept the following Alternates within {INSERT NUMBER FROM BID FORM} days after the date of this Agreement:

{LIST ALTERNATES, PRICES, AND CHANGES IN CONTRACT TIME}

Unit Prices, if any, are as follows:

{LIST ITEMS AND UNIT PRICES}

The Contract Sum will be increased 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 days, the "Contract Time".

By signing this agreement, Contractor represents to University that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

## 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 \$100.00 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 \$50.00 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 amounts are reasonable estimates of and reasonable sums 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.

## 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 Articles 7 and 8 of the General 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.

## ARTICLE 7 DUE AUTHORIZATION

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

CONTRACTOR:

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

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

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

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

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

California Contractor's License(s):

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

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

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

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

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

UCANR

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

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

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



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## **ARTICLE 1 GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

#### **1.1.1 APPLICABLE CODE REQUIREMENTS**

The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work including without limitation the requirements set forth in Article 3.7.

#### **1.1.2 APPLICATION FOR PAYMENT**

The term "Application For Payment" means the submittal from Contractor wherein payment for certain portions of the completed Work is requested in accordance with Article 9.

#### **1.1.3 BENEFICIAL OCCUPANCY**

The term "Beneficial Occupancy" means the University's occupancy or use of any part of the Work in accordance with Article 9.

#### **1.1.4 CERTIFICATE FOR PAYMENT**

The term "Certificate For Payment" means the form signed by University's Representative attesting to the Contractor's right to receive payment for certain completed portions of the Work in accordance with Article 9.

#### **1.1.5 CHANGE ORDER**

See Article 7.2 of the General Conditions.

#### **1.1.6 CLAIM**

See Article 4.3 of the General Conditions.

#### **1.1.7 COMPENSABLE DELAY**

The term "Compensable Delay" means a delay that entitles the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time pursuant to Articles 7 and 8 of the General Conditions.

#### **1.1.8 CONTRACT**

The term "Contract" shall have the meaning identified in Article 2 of the Agreement.

#### **1.1.9 CONTRACT DOCUMENTS**

The term "Contract Documents" means all documents listed in Article 2 of the Agreement, as modified by Change Order, including but not limited to the Drawings and Specifications.

#### **1.1.10 CONTRACT MILESTONE**

The term "Contract Milestone" means any requirement in the Contract Documents that reflects a planned point in time for the start or completion of a portion of the Work measured from i) the date of the Notice to Proceed or ii) the date of another Contract Milestone defined in the Contract Documents, as applicable.

#### **1.1.11 CONTRACT SCHEDULE**

The term "Contract Schedule" means the graphical representation of a practical plan, in accordance with the Specifications, to perform and complete the Work within the Contract Time in accordance with Article 3.

#### **1.1.12 CONTRACT SUM**

The term "Contract Sum" means the amount of compensation stated in the Agreement for the performance of the Work, as adjusted by Change Order.

#### **1.1.13 CONTRACT TIME**

The term "Contract Time" means the number of days set forth in the Agreement, as adjusted by Change Order, within which Contractor must achieve Final Completion.

#### **1.1.14 CONTRACTOR**

The term "Contractor" means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**1.1.15 CONTRACTOR FEE**

See Article 7.3 of the General Conditions.

**1.1.16 COST OF EXTRA WORK**

See Article 7.3 of the General Conditions.

**1.1.17 DAY**

The term "day," as used in the Contract Documents, shall mean calendar day, unless otherwise specifically provided.

**1.1.18 DEFECTIVE WORK**

The term "Defective Work" means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of University's Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

**1.1.19 DRAWINGS**

The term "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

**1.1.20 EXCUSABLE DELAY**

The term "Excusable Delay" means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment of the Contract Sum, pursuant to Articles 7 and 8 of the General Conditions.

**1.1.21 EXTRA WORK**

The term "Extra Work" means Work beyond or in addition to the Work required by the Contract Documents.

**1.1.22 FIELD ORDER**

See Article 7.2 of the General Conditions.

**1.1.23 FINAL COMPLETION**

The term "Final Completion" means the date at which the Work has been fully completed in accordance with the requirements of the Contract Documents pursuant to Article 9.8.1 of the General Conditions.

**1.1.24 GUARANTEE TO REPAIR PERIOD**

See Article 12.2 of the General Conditions.

**1.1.25 HAZARDOUS MATERIAL**

The term "Hazardous Material" means any substance or material identified as hazardous under any California or federal statute governing handling, disposal and/or cleanup of any such substance or material.

**1.1.26 PROJECT**

The term "Project" means the Work of the Contract and all other work, labor, equipment, and materials necessary to accomplish the Project. The Project may include construction by University or by Separate Contractors.

**1.1.27 PROJECT SITE**

The term "Project Site" or "Project site" or "Site" or "site" means lands and facilities upon which the Work pertaining to physical construction operations is performed, including such access and other lands and facilities designated in the Contract Documents for use by Contractor.

**1.1.28 SEPARATE CONTRACTOR**

The term "Separate Contractor" means a person or firm under separate contract with University performing other work related to the Project.

**1.1.29 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

See Article 3.12 of the General Conditions.

**1.1.30 SPECIFICATIONS**

The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

**1.1.31 SUBCONTRACTOR**

The term "Subcontractor" means a person or firm that has a contract with Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

**1.1.32 SUBSTANTIAL COMPLETION**

See Article 9.7 of the General Conditions.

**1.1.33 SUPERINTENDENT**

The term "Superintendent" means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

**1.1.34 TIER**

The term "tier" means the contractual level of a Subcontractor or supplier with respect to Contractor. For example, a first-tier Subcontractor is under subcontract with Contractor, a second-tier Subcontractor is under subcontract with a first-tier Subcontractor, and so on.

**1.1.35 UNEXCUSABLE DELAY**

The term "Unexcusable Delay" means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

**1.1.36 UNILATERAL CHANGE ORDER.**

See Article 7.2 of the General Conditions.

**1.1.37 UNIVERSITY**

The term "University" means The Regents of the University of California.

**1.1.38 UNIVERSITY'S BUILDING OFFICIAL**

The term "University's Building Official," or "Certified Building Official," means the individual the University has designated to act in the capacity as the "Building Official" as defined by the California Building Standards Code. The University's Building Official will determine whether the Work complies with Applicable Code Requirements and will determine whether and when it is appropriate to issue a Certificate of Occupancy.

**1.1.39 UNIVERSITY'S REPRESENTATIVE**

The term "University's Representative" means the person identified as such in the Agreement.

**1.1.40 UNIVERSITY'S RESPONSIBLE ADMINISTRATOR**

The term "University's Responsible Administrator" means the person, or his or her authorized designee, who is authorized to execute the Agreement, Change Orders, Field Orders, and other applicable Contract Documents on behalf of the University.

**1.1.41 WORK**

The term "Work" means all construction, services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

**1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS**

1.2.1 The Contract Documents and all copies thereof furnished to or provided by Contractor are the property of the University and are not to be used on other work.

**1.3 INTERPRETATION**

1.3.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In the case of conflict between terms of the Contract Documents, the following order of precedence shall apply:

- .1 The Agreement,
- .2 The Supplementary Conditions,

- .3 The General Conditions,
- .4 The Specifications,
- .5 The Drawings.

1.3.2 With respect to the Drawings, figured dimensions shall control over scaled measurements and specific details shall control over typical or standard details.

1.3.3 With respect to the Contract Documents, Addenda shall govern over other portions of the Contract Documents to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specifically noted.

1.3.4 Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.3.5 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.6 The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.7 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

## **ARTICLE 2 UNIVERSITY**

### **2.1 INFORMATION AND SERVICES PROVIDED BY UNIVERSITY**

2.1.1 If required for performance of the Work, as determined by University's Representative, University will make available a survey describing known physical characteristics, boundaries, easements, and utility locations for the Project site.

2.1.2 University is not subject to any requirement to obtain or pay for local building permits, inspection fees, plan checking fees, or certain utility fees. Except as otherwise provided in the Contract Documents, University will obtain and pay for any utility permits, demolition permits, easements, and government approvals for the use or occupancy of permanent structures required in connection with the Work.

2.1.3 Contractor will be furnished, free of charge, such copies of the Contract Documents as University deems reasonably necessary for execution of the Work.

### **2.2 ACCESS TO PROJECT SITE**

2.2.1 University will provide, no later than the date designated in the Contract Schedule accepted by University's Representative, access to the lands and facilities upon which the Work is to be performed, including such access and other lands and facilities designated in the Contract Documents for use by Contractor.

### **2.3 UNIVERSITY'S RIGHT TO STOP THE WORK**

2.3.1 If Contractor fails to correct Defective Work as required by Article 12.2 or fails to perform the Work in accordance with the Contract Documents, University or University's Representative may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. University and University's Representative have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

## **2.4 UNIVERSITY'S RIGHT TO CARRY OUT THE WORK**

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and, after receipt of written notice from University, fails within 2 days, excluding Saturdays, Sundays and legal holidays, or within such additional time as the University may specify, to correct such failure, University may, without prejudice to other remedies University may have, correct such failure at Contractor's expense. In such case, University will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including without limitation compensation for the additional services and expenses of University's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to University.

## **2.5 UNIVERSITY'S RIGHT TO REPLACE UNIVERSITY'S REPRESENTATIVE**

2.5.1 University may at any time and from time to time, without prior notice to or approval of Contractor, replace University's Representative with a new University's Representative. Upon receipt of notice from University informing Contractor of such replacement and identifying the new University's representative, Contractor shall recognize such person or firm as University's Representative for all purposes under the Contract Documents.

# **ARTICLE 3 CONTRACTOR**

## **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.1.1 Contractor and its Subcontractors shall review and compare each of the Contract Documents with the others and with information furnished or made available by University, and shall promptly report in writing to University's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements observed by Contractor or its Subcontractors.

3.1.2 Contractor and its Subcontractors shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to University's Representative.

3.1.3 If Contractor and its Subcontractors performs any construction activity involving an error, inconsistency, or omission referred to in Articles 3.1.1 and 3.1.2, without giving the notice required in those Articles and obtaining the written consent of University's Representative, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

## **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work.

3.2.2 Contractor shall be responsible to University for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees.

3.2.3 Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by acts or omissions of University or University's Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than Contractor.



3.2.4 Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract and are ready to receive subsequent Work.

3.2.5 Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

### **3.3 LABOR AND MATERIALS**

3.3.1 Unless otherwise provided in the Contract, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Final Completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

### **3.4 CONTRACTOR'S WARRANTY**

3.4.1 Contractor warrants to University that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract. If required by University's Representative, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **3.5 TAXES**

3.5.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by Contractor.

### **3.6 PERMITS, FEES, AND NOTICES**

3.6.1 Except for the permits and approvals which are to be obtained by University or the requirements with respect to which University is not subject as provided in Article 2.1.2, Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Contractor shall deliver to University all original licenses, permits, and approvals obtained by Contractor in connection with the Work prior to the final payment or upon termination of the Contract, whichever is earlier.

### **3.7 APPLICABLE CODE REQUIREMENTS**

3.7.1 Contractor shall perform the Work in accordance with the following Applicable Code Requirements:

- .1 All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.
- .2 All requirements of any insurance company issuing insurance required hereunder.
- .3 The Federal Occupational Safety and Health Act and all other Applicable Code Requirements relating to safety.
- .4 Applicable titles in the State of California Code of Regulations.
- .5 Applicable sections in the State of California Labor Code.
- .6 All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

Without limiting the foregoing, Contractor shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in Article 14.

3.7.2 Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). Contractor shall promptly notify University's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

3.7.3 If Contractor performs Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to University and University's Representative, Contractor shall be responsible for such Work and any resulting damages including, without limitation, the costs of correcting Defective Work.

### **3.8 SUPERINTENDENT & KEY PERSONNEL**

3.8.1 Contractor shall employ a competent Superintendent satisfactory to University who shall be in attendance at the Project site at all times during the performance of the Work. Superintendent shall represent Contractor and communications given to and received from Superintendent shall be binding on Contractor.

3.8.2 Failure to maintain a Superintendent on the Project site at all times Work is in progress shall be considered a material breach of this Contract, entitling University to terminate the Contract or alternatively, issue a stop Work order until the Superintendent is on the Project site. If, by virtue of issuance of said stop Work order, Contractor fails to complete the Contract on time, Contractor will be assessed Liquidated Damages in accordance with the Agreement.

3.8.3 The Superintendent approved for the Project must be able to read, write and verbally communicate in English.

3.8.4 The Superintendent may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site when Work is in progress.

3.8.5 Contractor shall provide the Key Personnel, in addition to the Superintendent, as named in the Key Personnel Exhibit to this Contract. Substitution or replacement of any named individual requires the written approval of the University's Representative and approval will be at the sole discretion of University. Failure to provide the listed individuals at all times Work is in progress shall be considered a material breach of this Contract unless the named individuals are no longer employed or retained by Contractor, a company Contractor has a financial interest in, or a parent company of Contractor; such material breach shall entitle University to terminate the Contract or alternatively, issue a Stop Work order until the individual or an acceptable replacement is provided. If, by virtue of issuance of said Stop Work order, Contractor fails to complete the Contract on time, Contractor will be assessed Liquidated Damages in accordance with the Agreement.

### **3.9 SCHEDULES REQUIRED OF CONTRACTOR**

3.9.1 Contractor shall submit a Preliminary Contract Schedule to University's Representative in the form and within the time limit required by the Specifications. University's Representative will review the Preliminary Contract Schedule with Contractor within the time limit required by the Specifications, or, if no such time period is specified, within a reasonable period of time.

3.9.2 Contractor shall submit a Contract Schedule and updated Contract Schedules to University's Representative in the form and within the time limits required by the Specifications and acceptable to University's Representative. University's Representative will determine acceptability of the Contract Schedule and updated Contract Schedules within the time limits required by the Specifications, or if no such time period is specified, within a reasonable period of time. If University's Representative deems the Contract Schedule or updated Contract Schedule unacceptable, it shall specify in writing to Contractor the basis for its objection.

3.9.3 The Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules shall represent a practical plan to complete the Work within the Contract Time. Schedules showing the Work completed in less than the Contract Time may be acceptable if judged by University's Representative to be practical. Schedules showing the Work completed beyond the Contract Time may be submitted under the following circumstances:

.1 If accompanied by a Change Order Request seeking an adjustment of the Contract Time consistent the requirements of paragraph 8.4 for Adjustment of the Contract Time for Delay.; or

.2 If the Contract Time has passed, or if it is a practical impossibility to complete the Work within the Contract Time, then the updated Contract Schedule or fragnet schedule shall show completion at the earliest practical date.

University's Representative will timely review the updated Contract Schedule or Fragnet Schedule submitted by Contractor. If University's Representative determines that additional supporting data are necessary to fully evaluate the updated Contract Schedule or Fragnet Schedule, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the updated Contract Schedule or Fragnet Schedule or the deadline for furnishing such additional supporting data. Failure of University's Representative to render a decision by the applicable deadline will be deemed a decision denying approval of the updated Contract Schedule or Fragnet Schedule.

Acceptance of any schedule showing completion beyond the Contract Time by University's Representative shall not change the Contract Time and is without prejudice to any right of the University. The Contract Time, not the Contract Schedule, shall control in the determination of liquidated damages payable by Contractor under Article 4 and Article 5 of the Agreement and in the determination of any delay under Article 8 of the General Conditions.

3.9.4 If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the Final Completion of the Work beyond the expiration of the Contract Time.

3.9.5 Contractor shall prepare and keep current to the reasonable satisfaction of University's Representative, a Submittal Schedule in the form contained in the Exhibits, for each submittal, as required by the Specifications, and that are coordinated with the other activities in the Contract Schedule.

3.9.6 The Preliminary Contract Schedule, Contract Schedule, and the Updated Contract Schedules shall meet the following requirements:

- .1 Schedules must be suitable for monitoring progress of the Work.
- .2 Schedules must provide necessary data about the timing for University decisions and University furnished items.
- .3 Schedules must be in sufficient detail to demonstrate adequate planning for the Work.
- .4 Schedules must represent a practical plan to perform and complete the Work within the Contract Time.

3.9.7 University's Representative's review of the form and general content of the Preliminary Contract Schedule, Contract Schedule, and Updated Contract Schedules is for the purpose of determining if the above-listed requirements have been satisfied.

3.9.8 Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work will permit its completion within the Contract Time, any Contract milestones and any Contract phases.

3.9.9 In preparing the Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules, Contractor shall obtain such information and data from Subcontractors as may be required to develop a reasonable and appropriate schedule for performance of the work and shall provide such information and data to the University's Representative upon request. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate and integrate such information and data into updated Contract Schedules, as appropriate, and shall monitor the progress of the Work and the delivery of equipment.

3.9.10 Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier.

3.9.11 Contractor shall cooperate with University's Representative in the development of the Contract Schedule and updated Contract Schedules. University's Representative's acceptance of or its review comments about any schedule or scheduling data shall not relieve Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Acceptance of or review comments about any schedule shall not transfer responsibility for any schedule to University's Representative or University nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying

or contained in such schedule. Failure of University's Representative to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

### **3.10 AS-BUILT DOCUMENTS**

3.10.1 Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials, equipment and installation methods used for the Work and each revision shall be initialed and dated by Superintendent. Prior to filing of the Notice of Completion each drawing and the specification cover shall be signed by Contractor and dated attesting to the completeness of the information noted therein. As-built Documents shall be turned over to the University's Representative and shall become part of the Record Documents.

### **3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE**

3.11.1 Contractor shall maintain the following at the Project site:

- .1 One as-built copy of the Contract Documents, in good order and marked to record current changes and selections made during construction.
- .2 The current accepted Contract Schedule.
- .3 Shop Drawings, Product Data, and Samples.
- .4 All other required submittals.

These shall be available to University's Representative and shall be delivered to University's Representative for submittal to University upon the earlier of Final Completion or termination of the Contract.

### **3.12 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND ENVIRONMENTAL PRODUCT DECLARATIONS**

3.12.1 Definitions:

- .1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.
- .2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate or describe materials or equipment for some portion of the Work.
- .3 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- .4 Environmental Product Declarations are those documents and other submissions required to be furnished by Contractor or a Subcontractor pursuant to California Public Contract Code Section 3500 et seq., the Buy Clean California Act (BCCA), as further described in Article 3.12.9 below.

3.12.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.12.3 Contractor shall review, approve, and submit to University's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of University or of Separate Contractors. Submittals made by Contractor which are not required by the Contract Documents may be returned without action by University's Representative.

3.12.4 Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been reviewed by University's Representative and no exceptions have been taken by University's Representative. Such Work shall be in

accordance with approved submittals and the Contract Documents.

3.12.5 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

3.12.6 If Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, Contractor shall notify University's Representative and receive instruction before proceeding with the affected Work.

3.12.7 Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by University's Representative's review of Shop Drawings, Product Data, Samples, or similar submittals, unless Contractor has specifically informed University's Representative in writing of such deviation at the time of submittal and University's Representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by University's Representative's review, acceptance, comment, or approval thereof.

1.12.8 Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by University's Representative on previous submittals.

#### **1.12.9 Environmental Product Declarations**

3.12.9.1 Contractor on construction contracts \$1,000,000 and above shall comply with California Public Contract Code Section 3500 et seq., the Buy Clean California Act ("BCCA").

3.12.9.2 Compliance with the BCCA and this Article applies to all Eligible Materials for the Project.

[See Supplementary Conditions](#)

### **3.13 USE OF SITE AND CLEAN UP**

3.13.1 Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment.

3.13.2 Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

3.13.3 Personnel of Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

### **3.14 CUTTING, FITTING, AND PATCHING**

3.14.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work come together properly and to allow the Work to receive or be received by work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents.

3.14.2 Contractor shall not endanger the Work, the Project, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of University's Representative.

**3.15 ACCESS TO WORK**

3.15.1 University, University's Representative, their consultants, and other persons authorized by University will at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

**3.16 ROYALTIES AND PATENTS**

3.16.1 Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall defend suits or claims resulting from Contractor's or any Subcontractor's infringement of patent rights and shall Indemnify, defend and hold harmless University and University's Representative from losses on account thereof.

**3.17 DIFFERING SITE CONDITIONS**

3.17.1 If Contractor encounters any of the following conditions at the site, Contractor shall immediately notify the University's Representative in writing of the specific differing conditions before they are disturbed and before any affected Work is performed, and permit investigation of the conditions:

- .1 Subsurface or latent physical conditions at the site (including Hazardous Materials) which differ materially from those indicated in this Contract, or if not indicated in this Contract, in the Information Available to Bidders; or
- .2 Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.17.2 Contractor shall be entitled to an adjustment to the Contract Sum and/or Contract Time as the result of extra costs and/or delays resulting from a materially differing site condition, if and only if Contractor fulfills the following conditions:

- .1 Contractor fully complies with Article 3.17.1; and
- .2 Contractor fully complies with Article 4 (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

3.17.3 Adjustments to the Contract Sum and/or Contract Time shall be subject to the procedures and limitations set forth in Articles 7 and 8.

**3.18 CONCEALED, UNFORESEEN, OR UNKNOWN CONDITIONS OR EVENTS**

3.18.1 Except and only to the extent provided otherwise in Articles 3.17, 7 and 8 of the General Conditions, by signing the Agreement, Contractor agrees:

- .1 To bear the risk of concealed, unforeseen or unknown conditions or events, if any, which may be encountered in performing the Contract; and
- .2 That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed, unforeseen or unknown conditions or events, Contractor understands that, except and only to the extent provided otherwise in Articles 3.17, 7 and 8, concealed, unforeseen or unknown conditions or events shall not excuse Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

3.18.2 If Contractor encounters concealed, unforeseen or unknown conditions or events that may require a change to the design shown in the Contract Documents, Contractor shall immediately notify University's Representative in writing such that University's Representative can determine if a change to the design is required. Contractor shall be liable to University for any extra costs incurred as the result of Contractor's failure to immediately give such notice.

3.18.3 If, as the result of concealed, unforeseen or unknown conditions or events, the University issues a Change Order or Field Order that changes the design from the design depicted in the Contract Documents, Contractor shall be entitled, subject to compliance with all the provisions of the Contract, including those set forth in Articles 4, 7 and 8, to an adjustment of the Contract Sum and/or Contract Time, for the cost and delay resulting from implementing the changes to the design. Except as provided in this Article 3.18.3, or as may be expressly provided otherwise in the Contract, there shall be no adjustment of the Contract Sum and/or Contract Time as a result of concealed, unforeseen or unknown conditions or events. .

3.18.4 Contractor shall, as a condition precedent to any adjustment in Contract Sum or Contract Time under Article 3.18.3, fully comply with Article 4 (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

### **3.19 HAZARDOUS MATERIALS**

3.19.1 The University shall not be responsible for any Hazardous Material brought to the site by the Contractor.

3.19.2 If the Contractor: (i) introduces and/or discharges a Hazardous Material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. University, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

3.19.3 If the Contractor encounters a Hazardous Material which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify University (and promptly thereafter confirm such notice in writing)

3.19.4 Subject to Contractor's compliance with Article 3.19.3, the University shall verify the presence or absence of the Hazardous Material reported by the Contractor, except as qualified under Section 3.19.1 and 3.19.3, and, in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the University. The Contract Time and Sum shall be extended appropriately as provided in Articles 7 and 8.

3.19.5 The University shall indemnify and hold harmless the Contractor from and against claims, damages, losses and expenses, arising from a Hazardous Material on the Project site, if such Hazardous Material: (i) was not shown on the Contract Documents or Information Available to Bidders; (ii) was not brought to the site by Contractor; and (iii) exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste. The indemnity obligation in this Article shall not apply to:

- .1 Claims, damages, losses or expenses arising from the breach of contract, negligence or willful misconduct of Contractor, its suppliers, its Subcontractors of all tiers and/or any persons or entities working under Contractor; and
- .2 Claims, damages, losses or expenses arising from a Hazardous Material subject to Article 3.19.2.

3.19.6 In addition to the requirements in Article 3.22, Contractor shall indemnify and hold harmless the University from and against claims, damages, losses and expenses, arising from a Hazardous Material on the Project site, if such Hazardous Material exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or Information Available to Bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify University in the event of the sole negligence of the University, its officers, agents, or employees.

### **3.20 INFORMATION AVAILABLE TO BIDDERS**

3.20.1 Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

- .1 The information is made available for the convenience of Bidders and is not a part of the Contract.
- .2 The Contractor may rely on written descriptions of physical conditions included in the information to the extent such reliance is reasonable.
- .3 Other components of the information, including but not limited to recommendations, may not be relied upon by Contractor. University shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by the Contractor.

### **3.21 LIABILITY FOR AND REPAIR OF DAMAGED WORK**

3.21.1 Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake or otherwise) prior to University's acceptance of the Project as fully completed except that Contractor shall not be liable for damages and losses to the Project caused by earthquake in excess of magnitude 3.5 on the Richter Scale, tidal wave, or flood, provided that the damages or losses were not caused in whole or in part by the negligent acts or omissions of Contractor, its officers, agents or employees (including all Subcontractors and suppliers of all tiers). As used herein, "flood" shall have the same meaning as in the builder's risk property insurance.

3.21.2 Contractor shall promptly repair and replace any Work or materials damaged or destroyed for which the Contractor is liable under Article 3.21.1.

### **3.22 INDEMNIFICATION**

3.22.1 Contractor shall indemnify, defend and hold harmless University, University's consultants, University's Representative, University's Representative's consultants, and their respective directors, officers, agents, and employees from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating to the following:

- .1 The failure of Contractor to perform its obligations under the Contract.
- .2 The inaccuracy of any representation or warranty by Contractor given in accordance with or contained in the Contract Documents.
- .3 Any claim of damage or loss by any Subcontractor against University arising out of any alleged act or omission of Contractor or any other Subcontractor, or anyone directly or indirectly employed by Contractor or any Subcontractor.
- .4 Any claim of damage or loss resulting from Hazardous Materials introduced, discharged, or disturbed by Contractor as required per Article 3.19.6.

3.22.2 The University shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the Work herein referred to or in connection therewith, to persons and/or property, and Contractor shall fully indemnify, defend and hold harmless University and protect University from and against the same as provided in paragraph 3.22.1 above. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the negligence of the Contractor, its officers, agents, employees or Subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the University, its officers, employees, and agents from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, its officers, agents, employees, or any of its Subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the Contractor, its officers, agents, employees, or any of its Subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the Work called for by this Contract. Contractor agrees that this indemnity and hold harmless shall apply even in the event of negligence of University, its officers, agents, or employees, regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of University, its officers, agents, or employees; or (ii) to the extent that the University shall indemnify and hold harmless the Contractor for Hazardous Materials pursuant to Article 3.19.5 .

3.22.3 In claims against any person or entity indemnified under this Article 3.22 that are made by an employee of Contractor or any Subcontractor, a person indirectly employed by Contractor or any Subcontractor, or anyone for whose acts Contractor or any Subcontractor may be liable, the indemnification



obligation under this Article 3.22 shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

3.22.4 The indemnification obligations under this Article 3.22 shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

3.22.5 Contractor shall indemnify University from and against Losses resulting from any claim of damage made by any Separate Contractor against University arising out of any alleged acts or omissions of Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

3.22.6 Contractor shall indemnify Separate Contractors from and against Losses arising out of the negligent acts, omissions, or willful misconduct of Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

#### **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

##### **4.1 ADMINISTRATION OF THE CONTRACT BY UNIVERSITY'S REPRESENTATIVE**

4.1.1 University's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of University. University's Representative will have authority to act on behalf of University only to the extent provided in the Contract Documents.

4.1.2 University's Representative will have the right to visit the Project site at such intervals as deemed appropriate by the University's Representative. However, no actions taken during such Project site visit by University's Representative shall relieve Contractor of its obligations as described in the Contract Documents.

4.1.3 University's Representative will not have control over, will not be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, University and Contractor shall communicate through University's Representative. Except when direct communication has been specifically authorized in writing by University Representative, communications by Contractor with University's consultants and University's Representative's consultants shall be through University's Representative. Communications by University and University's Representative with Subcontractors will be through Contractor. Communications by Contractor and Subcontractors with Separate Contractors shall be through University's Representative. Contractor shall not rely on oral or other non-written communications.

4.1.5 Based on University's Representative's Project site visits and evaluations of Contractor's Applications For Payment, University's Representative will recommend amounts, if any, due Contractor and will issue Certificates For Payment in such amounts.

4.1.6 University's Representative will have the authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. University's Representative will have the authority to stop the Work or any portion thereof. Whenever University's Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, University's Representative will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of University's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise or not exercise such authority, will give rise to a duty or responsibility of University or University's Representative to Contractor, or any person or entity claiming under or through Contractor.

4.1.7 University's Representative will have the authority to conduct inspections as provided in the Contract Documents, to take Beneficial Occupancy and to determine the dates of Substantial Completion and Final Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by Contractor; and will issue a final Certificate For Payment upon Contractor's compliance with the requirements of the Contract Documents.

4.1.8 University's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Contractor. Should Contractor discover any conflicts, omissions, or errors in the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; or question that Work required is not sufficiently detailed or explained, then, before proceeding with the Work affected, Contractor shall notify University's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. University's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should Contractor proceed with the Work affected before receipt of a response from University's Representative, any portion of the Work which is not done in accordance with University's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and Contractor shall be responsible for all resultant losses.

#### **4.2 CONTRACTOR CHANGE ORDER REQUESTS**

4.2.1 Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work, materially differing site conditions, or Delays to Final Completion of the Work.

4.2.2 Conditions precedent to obtaining an adjustment of the Contract Sum and/or Contract Time, payment of money, or other relief with respect to the Contract Documents, for any other reason, are:

- .1 Timely submission of a Change Order Request that meets the requirements of Articles 4.2.3.1 and 4.2.3.2; and
- .2 If requested, timely submission of additional information requested by the University Representative pursuant to Article 4.2.3.3.

##### **4.2.3 Change Order Request:**

4.2.3.1 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date the Contractor discovers, or reasonably should discover the circumstances giving rise to the Change Order Request, unless additional time is allowed in writing by University's Representative for submission of the Change Order Request, provided that if:

- .1 the Change Order Request includes compensation sought by a Subcontractor; AND
- .2 the Contractor requests in writing to the University's Representative, within the 7-day time period, additional time to permit Contractor to conduct an appropriate review of the Subcontractor Change Order Request,

the time period for submission of the actual Change Order Request shall be extended by the number of days specified in writing by the University's Representative.

4.2.3.2 A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment of the Contract Sum, Contract Time, and/or other monetary relief. If the Contractor requests an adjustment to the Contract Sum or other monetary relief, the Contractor shall submit the following with the Change Order Request:

- .1 a completed Cost Proposal in the form contained in the Exhibits meeting the requirements of Article 7; OR
- .2 a partial Cost Proposal and a declaration of what required information is not then known to Contractor. If Contractor failed to submit a completed Cost Proposal with the Change Order Request, Contractor shall submit a completed Cost Proposal meeting the requirements of Article 7 within 7 days of the date the Contractor submitted the Change Order Request unless additional time is allowed by the University's Representative.

4.2.3.3 Upon request of University's Representative, Contractor shall submit such additional information as may be requested by University's Representative for the purpose of evaluating the Change Order Request. Such additional information may include:

- .1 If Contractor seeks an adjustment of the Contract Sum or other monetary relief, actual cost records for any changed or extra costs (including without limitation, payroll records, material and rental invoices and the like), shall be submitted by the deadline established by the University's Representative, who may require such actual cost records to be submitted and reviewed, on a daily basis, by the University's Representative and/or representatives of the University's Representative.
- .2 If Contractor seeks an adjustment of the Contract Time, written documentation demonstrating Contractor's entitlement to a time extension under Article 8.4, which shall be submitted within 15 days of the date requested. If requested, Contractor may submit a fragnet in support of its request for a time extension. The University may, but is not obligated to, grant a time extension on the basis of a fragnet alone which, by its nature, is not a complete schedule analysis. If deemed appropriate by University Representative, Contractor shall submit a more detailed schedule analysis in support of its request for a time extension.
- .3 If Contractor seeks an adjustment of the Contract Sum or other monetary relief for delay, written documentation demonstrating Contractor's entitlement to such an adjustment under Article 7.3.9, which shall be submitted within 15 days of the date requested.
- .4 Any other information requested by the University's Representative for the purpose of evaluating the Change Order Request, which shall be submitted by the deadline established by the University's Representative.

4.2.4 University's Representative will make a decision on a Change Order Request, within a reasonable time, after receipt of a Change Order Request. In the event the Change Order Request is submitted pursuant to Article 8.4.1, the University's Representative shall promptly review and accept or reject it within thirty (30) days. A final decision is any decision on a Change Order Request which states that it is final. If University's Representative issues a final decision denying a Change Order Request in whole or in part, Contractor may contest the decision by filing a timely Claim under the procedures specified in Article 4.4.

4.2.5 Contractor may file a written demand for a final decision by University's Representative on all or part of any Change Order Request as to which the University's Representative has not previously issued a final decision pursuant to Article 4.2.4; such written demand may not be made earlier than the 30th day after submission of the Change Order Request. Within 30 days of receipt of the demand, University's Representative will issue a final decision on the Change Order Request. The University's Representative's failure to issue a decision within the 30-day period shall be treated as the issuance, on the last day of the 30-day period, of a final decision to deny the Change Order Request in its entirety.

### 4.3 CLAIMS

4.3.1 The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between University and Contractor arising out of or related to the Contract Documents or the performance of the Work. However, the term "Claim" shall not include, and the Claims procedures provided under this Article 4, including but not limited to arbitration, shall not apply to the following:

- .1 Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine.
- .2 Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- .3 Claims by University, except as set forth in Articles 4.5, 4.6, and 4.7.
- .4 Claims respecting stop payment notices.

4.3.2 A Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request pursuant to Articles 4.2.4 and 4.2.5.

4.3.3 A Claim must include the following:

- .1 A statement that it is a Claim and a request for a decision pursuant to Article 4.5.

- .2 A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.
- .3 A certification, executed by Contractor, that the claim is filed in good faith. The certification must be made on the Claim Certification form, included in the Exhibits to the Contract. The language of the Claim Certification form may not be modified.
- .4 A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the claim, that the subcontractor's portion of the claim is filed in good faith. The certification must be made on the Claim Certification form, included in the Exhibits to the Contract. The language of the Claim Certification form may not be modified.
- .5 A statement demonstrating that a Change Order Request was timely submitted as required by Article 4.2.3
- .6 If a Cost Proposal or declaration was required by Article 4.2.3, a statement demonstrating that the Cost Proposal or the declaration was timely submitted as required by Article 4.2.3.
- .7 A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
  - .1 If the Claim involves Extra Work, a detailed cost breakdown of the amounts claimed, including the items specified in Article 7.3.2. An estimate of the costs must be provided even if the costs claimed have not been incurred when the Claim is submitted. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred. A cost record will be considered current if submitted within 30 days of the date the cost reflected in the record is incurred. At the request of the University's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including workers' names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make, model, hours of use, dates of use and equipment rental rates of any rented equipment.
  - .2 If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension under Article 8.4, including the specific dates for which a time extension is sought and the specific reasons for entitlement of a time extension.
  - .3 If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment under Article 7.3.9, including but not limited to, a detailed time impact analysis of the Contract Schedule. The Contract Schedule must demonstrate Contractor's entitlement to such an adjustment under Article 7.3.9.

#### 4.4 ASSERTION OF CLAIMS

4.4.1 Claims by Contractor shall be first submitted to University's Representative for decision.

4.4.2 Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by University's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the

Work in accordance with the Contract Documents.

4.4.3 Contractor shall submit a Claim in writing, together with all supporting data specified in Article 4.3.3, to University's Representative as soon as possible but not later than 30 days after the date the Claim arises under Article 4.3.2, provided that after written notification to the University's Representative within such time period, the time period for submission of the Claim shall be extended by the number of days specified in writing by the University's Representative where the Claim includes compensation sought by a Subcontractor and the Contractor requests an extension of time to permit it to discharge its responsibilities to conduct an appropriate review of the Subcontractor claim.

4.4.4 Strict compliance with the requirements of Articles 4.2, 4.3 and 4.4 are conditions precedent to Contractor's right to an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate or litigate a Claim. Contractor specifically agrees to assert no Claims via an informal conference, mediation, arbitration or litigation unless there has been strict compliance with Articles 4.2, 4.3, and 4.4. The failure of Contractor to strictly comply with the requirements of Articles 4.2, 4.3 and 4.4 constitutes a failure by Contractor to exhaust its administrative remedies with the University, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.

#### **4.5 DECISION OF UNIVERSITY'S REPRESENTATIVE ON CLAIMS**

4.5.1 University's Representative will timely review Claims submitted by Contractor. If University's Representative determines that additional supporting data are necessary to fully evaluate a Claim, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the Claim or the deadline for furnishing such additional supporting data; provided that, if the amount of the Claim is in excess of \$50,000, the aforesaid 30-day period shall be 45 days. Failure of University's Representative to render a decision by the applicable deadline will be deemed a decision denying the Claim on the date of the deadline, unless, upon receipt of a Claim, Contractor and University mutually agree to extend the time periods provided herein, or unless otherwise extended by law. The decision of University's Representative will be final and binding unless appealed in accordance with Articles 4.5.2, 4.6, and 4.7. The University's Representative's decision on a Claim or dispute will include a written statement both identifying all disputed and undisputed portions of the Claim and substantially including the following:

"This is a decision under Article 4.5 of the General Conditions of your contract. If you are dissatisfied with the decision, and if you complied with the procedural requirements for asserting claims specified in Article 4 of the General Conditions of your contract, you may have the right to demand in writing an informal conference to meet and confer for settlement of any remaining issues in dispute, following which, if still dissatisfied, you may demand in writing a further resolution via nonbinding mediation, after which you have the right to arbitrate or litigate this decision. If you fail to take appropriate action within 30 days of the date of this decision, the decision shall become final and binding and not subject to further appeal."

4.5.2 If either Contractor or University disputes University's Representative's decision on a Claim, then, within 30 days after the decision of University's Representative on the Claim, or, if no decision has been issued, within 30 days from the date of the applicable deadline in Article 4.5.1 for University Representative to render a decision, such party (the "Disputing Party") must provide written notice demanding an informal conference to meet and confer. University shall schedule the conference within 30 days upon receipt of the notice demanding an informal conference. The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Contract by negotiation at the conference.

#### **4.6 MEDIATION**

4.6.1 Within 10 business days following the informal conference to meet and confer stated in Article 4.5.2, if the Claim or any portion of the Claim remains in dispute, the University shall provide a written statement identifying the disputed and undisputed portions of the Claim. Within 30 days of receipt of the statement, if either Contractor or University disputes any portion of the Claim, then the Disputing Party must provide written notice to the non-disputing party demanding non-binding mediation. The Contractor and the University shall share the associated costs equally and shall mutually agree to a mediator within 10 business days. If the

parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim, with each party bearing the fees and costs of its respective mediator. Mediation shall include, but not be limited to, neutral evaluation, a dispute review board, or other negotiation or evaluation through an independent third party or board. The Contractor and the University may mutually agree to waive any individual mediation in writing and proceed to arbitration or litigation pursuant to this Contract.

#### **4.7 LITIGATION AND ARBITRATION**

4.7.1 Either party may provide a written notice of its election to arbitrate or provide written notice of its election to litigate the Claim within 30 days after the mediation pursuant to Article 4.6.1, or, if the parties mutually agreed in writing to waive mediation, within 30 days after the agreement is signed by both parties.

4.7.2 If a notice of election to arbitrate or litigate is not given by either party within 30 days pursuant to Article 4.7.1, University's Representative's decision on the Claim will be final and binding and not subject to appeal or challenge.

4.7.3 If the Disputing Party gives timely notice of its election to arbitrate the University's Representative's decision on a Claim, Disputing Party shall have the right, within 120 days after a Notice of Completion, or a Notice of Cessation, as applicable, is filed for the Contract, to make a demand for arbitration in accordance with Article 4.7. Failure to perfect a Claim for which a timely election to arbitrate has been made by the timely filing of a demand for arbitration and timely payment of all applicable and required fees to the American Arbitration Association ("AAA") shall result in the University's Representative's decision on said Claim becoming final and binding and not subject to appeal or challenge. If the Disputing Party makes a timely demand for arbitration, and the amount of the Claim in question, when combined with all other Claims, if any, which are the subject of previously filed demands for arbitration that have not been resolved by settlement or arbitration award, is \$100,000 or more, then the other party may elect to litigate all such Claims by filing a written notice with the "AAA" within 30 days after its receipt of notice from the AAA of the Disputing Party's demand for arbitration of the Claim that raises the total amount of Claims subject to arbitration to \$100,000 or more. If the other party fails to give notice of its election to litigate within such 30-day period, it shall be deemed to have consented to arbitration and waived the right to litigate. If after commencement of arbitration the amount of unresolved Claims in arbitration are allowed to be increased to \$100,000 or more, through an AAA-allowed amendment or otherwise, either party may elect to litigate within 30 days following the date that the electing party first receives written notification from the AAA that total Claims in arbitration equal or exceed \$100,000. If neither party gives notice of its election to litigate within such 30-day period as applicable, then both parties shall be deemed to have consented to arbitration and waived the right to litigate.

4.7.4 A demand for arbitration pursuant to Article 4.7.3 shall include a copy of the Claim presented to University's Representative pursuant to Article 4.4, a copy of the decision of University's Representative pursuant to Article 4.5, if any, a copy of the University's written statement identifying the portion of the Claim that remained in dispute following the informal conference pursuant to Article 4.6.1, and a summary of the remaining portions of the Claim in dispute. The demand shall state the amount in controversy, if any, and state the remedy sought. The demand shall identify the University's Responsible Administrator as the representative of the responding party and the Office of the General Counsel as counsel for the responding party. The demand shall be filed with the AAA and shall not be deemed to have been made until all applicable fees have been paid to the AAA by the demanding party. Copies of the demand and attachments shall be sent to University's Responsible Administrator as the representative of the responding party and the University's Office of General Counsel as attorney for the responding party, at the addresses set forth in the Project Directory, at the time the demand for arbitration is initiated with the AAA.

4.7.5 Except as modified by this Article 4.7, arbitration shall be initiated and conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid AAA rules:

- .1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted at the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.
- .2 University's Representative and/or University's consultants, shall if required by agreement with University, upon demand by University join in and be bound by the Arbitration. University's Representative and University's consultants will have the same rights in any arbitration proceeding as are afforded by the AAA rules to

- Contractor and University.
- .3 Contractor's sureties shall be bound by any arbitration award and may join in any arbitration proceeding.
  - .4 Except as provided in Articles 4.7.5.2. and 4.7.5.3 above, no Subcontractor or other person shall have a right or obligation to join in or be a party to any arbitration proceeding provided for in this Article 4 either directly, by joinder, by consolidation or actions, by counterclaim or crossclaim, or otherwise without the express written consent of University, Contractor, and the joining party.
  - .5 If more than one demand for arbitration is made by a party with respect to Claims referred to University's Representative, all such Claims shall be consolidated into a single arbitration unless the parties otherwise agree in writing.
  - .6 If total Claims are less than \$50,000, the AAA expedited procedures as modified by this Article 4 shall apply. If total Claims are between \$50,000 and \$100,000 they shall be heard by a single arbitrator who shall be an attorney. If total Claims are in excess of \$100,000 and are submitted to arbitration, either by agreement or by failure to elect litigation the controversy shall be heard by a panel of three arbitrators, one of which shall be an attorney.
  - .7 No arbitrator shall be appointed and no discovery may be commenced prior to the date of Final Completion unless University and Contractor otherwise agree.
  - .8 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California. The AAA shall not submit to any arbitrator any matter concerning the arbitrability of the dispute if the arbitrability is contested.
  - 9 If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 7 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to the AAA within 10 days from the date of receipt.
  - .10 Except as provided herein, the arbitration shall be conducted and enforced under California law, including the California Arbitration Act (California Code of Civil Procedure section 1280 and following). The Federal Arbitration Act shall not apply to the arbitration.

4.7.6 Unless University and Contractor otherwise agree in writing, the arbitration decision shall be binding upon the parties, made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296. The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

4.7.7 University may, but is not required, to assert as a counterclaim any matter arising out of the claims asserted by Contractor in the arbitration. University's failure to assert any such counterclaim in an arbitration shall be without prejudice to the University's right to assert the counterclaim in litigation or other proceeding.

4.7.8 Any litigation shall be filed in the Superior Court of the State of California for the County in which the contract was to be performed.

#### **4.8 WAIVER**

4.8.1 A waiver of or failure by University or University's Representative to enforce any requirement in this Article 4 in connection with any Claim shall not constitute a waiver of, and shall not preclude the University or University's Representative from enforcing such requirements in connection with any other Claims.

4.8.2 The Contractor agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

### **ARTICLE 5 SUBCONTRACTORS**

#### **5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor's Bid.

5.1.2 Any Subcontractor may be disqualified if University or University's Representative determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other reason.

5.1.3 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle Contractor, without the approval of University, to substitute other subcontractors for those named in Contractor's List of Subcontractors and List of Changes in Subcontractors Due to Alternates contained in the completed Bid Form; and, except with such approval, no such substitution shall be made.

5.1.4 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, as required by University or University's Representative pursuant to Article 5.1.1 shall be borne solely by Contractor and Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution.

## **5.2 SUBCONTRACTUAL RELATIONS**

5.2.1 Any part of the Work performed for Contractor by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor all the obligations and responsibilities which Contractor assumes towards University by the Contract Documents, and to perform such portion of the Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of University under the Contract Documents, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Contractor shall cause each such subcontract to expressly include the following requirements:

- .1 Subcontractor waives all rights that Subcontractor may have against University for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or University, except for such rights Subcontractor may have to the proceeds of such insurance held by University under Article 11.
- .2 University and entities and agencies designated by University will have access to and the right to audit and the right to copy at University's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.
- .3 Subcontractor recognizes the rights of University under Article 5.3, Contingent Assignment of Subcontracts, and agrees, upon notice from University that University has elected to accept said assignment and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by University, to execute a written agreement confirming that Subcontractor is bound to University under the terms of the subcontract.

5.2.2 Upon the request of University, Contractor shall promptly furnish to University a true, complete, and executed copy of any subcontract.

5.2.3 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and University, except when, and only to the extent that, University elects to accept the assignment of the subcontract with such Subcontractor pursuant to Article 5.3, Contingent Assignment of Subcontracts.

## **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.3.1 Contractor hereby assigns to University all its interest in first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by University in writing and only as to those subcontracts which University designates in writing. University may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such



assignment is part of the consideration to University for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.

## **ARTICLE 6 CONSTRUCTION BY UNIVERSITY OR BY SEPARATE CONTRACTORS**

### **6.1 UNIVERSITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 University reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of the Work which have been deleted by Change Order. Contractor shall cooperate with University's forces and Separate Contractors.

6.1.2 University will provide coordination of the activities of University's forces and of each Separate Contractor with the Work of Contractor. Contractor shall participate with University and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. Contractor shall make necessary revisions to the Contract Schedule after such joint review.

### **6.2 MUTUAL RESPONSIBILITY**

6.2.1 Contractor shall afford University and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of University and Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by University or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of the Work. Contractor shall promptly report to University's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by University's Representative, Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by University or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

### **6.3 UNIVERSITY'S RIGHT TO CLEAN UP**

6.3.1 If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, University may clean up and allocate the cost between those firms it deems to be responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.1 CHANGES**

7.1.1 University may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to University.

7.1.2 Contractor may request a Change Order under the procedures specified in Article 4.2.

7.1.3 A Field Order may be issued by University, does not require the agreement of Contractor, and shall be valid with or without the signature of Contractor.

7.1.4 Contractor shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant Change Order or Field Order.

### **7.2 DEFINITIONS**

7.2.1 A Change Order is a Contract Document (as shown in the Exhibits) which has been signed by both

University and Contractor, and states their agreement, as applicable, to the following:

- .1 A change in the Work, if any.
- .2 The amount of an adjustment of the Contract Sum, if any.
- .3 The amount of an adjustment of the Contract Time, if any.
- .4 A modification to any other Contract term or condition.

7.2.2 A Unilateral Change Order may be issued by University, without the Contractor' signature, where the University determines that a change in the Work requires an adjustment of the Contract Sum or Contract Time, even though no agreement has been reached between University and Contractor with regard to such change in the Work.

7.2.3 A Field Order (as shown in the Exhibits) is a Contract Document issued by the University that orders the Contractor to perform Work. A Field Order may, but need not, constitute a change in the Work and may, but need not, entitle Contractor to an adjustment of the Contract Sum or Contract Time.

### **7.3 CHANGE ORDER PROCEDURES**

7.3.1 Contractor shall provide a Change Order Request and Cost Proposal pursuant to Article 4.2 and this Article 7.3 of the General Conditions. Adjustments of the Contract Sum resulting from Extra Work and Deductive Work shall be determined using one of the methods described in this Article 7.3. Adjustments of the Contract Time shall be subject to the provisions in Article 8. Contractor's obligation to provide Cost Proposals shall be subject to the following:

- .1 The obligation of Contractor to provide Cost Proposals is not Extra Work, and shall not entitle the Contractor to an adjustment of the Contract Sum or Contract Time.
- .2 The failure of Contractor to timely provide a Cost Proposal pursuant to Article 4.2 and this Article 7.3.1 is a material breach of the Contract. Contractor shall be responsible for any delay in implementing a change for which Contractor failed to timely provide a Cost Proposal consistent with the requirements of Article 4.2 and this Article 7.3.1.

7.3.2 The term "Cost of Extra Work" as used in this Article 7.3 shall mean actual costs incurred or to be incurred by Contractor and each Subcontractor regardless of tier involved, to the extent not otherwise disallowed under Article 7.3.3, and shall be limited to the following (to the extent the Contractor demonstrates that the costs are both reasonable and actually incurred, if such costs have been incurred):

- .1 Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .2 Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .3 Overtime wages or salaries, specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .4 Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .5 Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by University's Representative. Such costs shall be charged at the lowest price available to the Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to University and Contractor shall make provisions so that they may be obtained.
- .6 Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work pursuant to Article 7.3.2.5 above.
- .7 Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by University's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current Equipment Rental Rates published by the California

Department of Transportation for the area in which the work is performed. Such rental rates are found at <http://www.dot.ca.gov/hq/construc/equipmnt.html>. Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.

- .8 Additional costs of royalties and permits due to the performance of the Extra Work.
- .9 The cost for Insurance and Bonds shall not exceed 2% of items .1 through .8 above.

University and Contractor may agree upon rates to be charged for any of the items listed in this Article 7.3.2. Such agreed upon rates shall be subject to audit pursuant to Article 15.7. Contractor shall promptly refund to University any amounts (including associated mark-ups) in excess of the actual costs of such items.

7.3.3 Cost of Extra Work shall not include any of the following:

- .1 Supervision
- .2 Superintendent(s).
- .3 Assistant Superintendent(s).
- .4 Project Engineer(s).
- .5 Project Manager(s).
- .6 Scheduler(s).
- .7 Estimator(s).
- .8 Small tools (Replacement value does not exceed \$300).
- .9 Office expenses including staff, materials and supplies.
- .10 On-site or off-site trailer and storage rental and expenses.
- .11 Site fencing.
- .12 Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment.
- .13 Data processing personnel and equipment.
- .14 Federal, state, or local business income and franchise taxes.
- .15 Overhead and Profit.
- .16 Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.2.

7.3.4 The term "Contractor Fee" shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to Contractor for its own Work and the Work of all Subcontractors, for all costs and expenses not included in the Cost of Extra Work, whether or not such costs and expenses are specifically referred to in Article 7.3.3. The Contractor Fee shall not be compounded.

The Contractor Fee shall be computed as follows:

- .1 Fifteen percent (15%) of the cost of that portion of the Extra Work to be performed by the prime contractor with its own forces.
- .2 Fifteen percent (15%) of the cost of that portion of the Work to be performed by a Subcontractor with its own forces, plus 5% for the prime contractor. Total combined Contractor and Subcontractor fee shall not exceed 20%.
- .3 Fifteen percent (15%) of the cost of that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of Subcontractor, plus 5% for the Subcontractor, plus 5% for the prime contractor. Total combined Contractor, Subcontractor and all sub-subcontractor fee shall not exceed 25%.

7.3.5 Compensation for Extra Work shall be computed on the basis of one or more of the following:

- .1 Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of the Unit Prices to the quantities of the items involved.
- .2 Where Unit Prices are not applicable, a mutually agreed upon lump sum supported by a Cost Proposal pursuant to 7.3.1.
- .3 Where Contractor and University cannot agree upon a lump sum, by Cost of Extra Work plus Contractor Fee applicable to such Extra Work.

7.3.6 As a condition to Contractor's right to an adjustment of the Contract Sum pursuant to Article 7.3.5.3, Contractor must keep daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to University's Representative on a daily basis.

7.3.7 For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following:

- .1 Unit Prices stated in the Contract Documents.
- .2 Where Unit Prices are not applicable, a lump sum agreed upon by University and Contractor, based upon the actual costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Articles 7.3.2 and 7.3.3, supported by a Cost Proposal pursuant to Article 7.3.1.

7.3.8 If any one Change involves both Extra Work and Deleted Work in the same portion of the Work, a Contractor fee will not be allowed if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, a Contractor Fee will be allowed only on the difference between the two amounts.

7.3.9 The Contract Sum will be adjusted for a delay if, and only if, Contractor demonstrates that all of the following three conditions are met:

- .1 Condition Number One: The delay results in an extension of the Contract Time pursuant to Article 8.4.1.
- .2 Condition Number Two: The delay is caused solely by one or more of the following:
  - .1 An error or omission in the Contract Documents; or
  - .2 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .3 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .4 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's Representative) to perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of the Contractor.
  - .5 A materially differing site condition pursuant to Article 3.17.
- .3 Condition Number Three: The delay is not concurrent with a delay caused by an event other than those listed in Article 7.3.9.2.

7.3.10 For each day of delay that meets all three conditions prescribed in Article 7.3.9 the Contract Sum will be adjusted by the daily rate included in the Agreement and specifically identified as the rate to be paid to Contractor for Compensable Delays. Pursuant to Article 9.7.4, said daily rate shall not apply to delays occurring after Substantial Completion.

7.3.11 Except as provided in Articles 7 and 8, Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

7.3.12 If for any reason one or more of the conditions prescribed in Article 7.3.9 is held legally unenforceable, the remaining conditions must be met as a condition to obtaining an adjustment of the Contract Time under Article 7.3.10.

#### **7.4 FIELD ORDERS**

7.4.1 Field Orders issued by the University Representative shall be subject to the following:

- .1 A Field Order may state that it does or does not constitute a change in the Work.

- .2 If the Field Order states that it does not constitute a change in the Work and the Contractor asserts that the Field Order constitutes a change in the Work, in order to obtain an adjustment of the Contract Sum or Contract Time for the Work encompassed by the Field Order, Contractor must follow all procedures set forth in Article 4, starting with the requirement of submitting a timely Change Order Request within 7 days of Contractor's receipt of the Field Order; failure to strictly follow those procedures is a bar to any Claim for an adjustment of the Contract Sum or Contract Time arising from performance of the Work described in the Field Order.
- .3 If the Field Order states that it does constitute a change in the Work, the Work described in the Field Order shall be considered Extra Work and the Contractor shall be entitled to an adjustment of the Contract Sum and Contract Time, calculated under and subject to Contractor's compliance with the procedures for verifying and substantiating costs and delays in Articles 7 and 8.
- .4 In addition, if the Field Order states that it does constitute a change in the Work, the Field Order may or may not contain University's estimate of adjustment of Contract Sum and/or Contract Time. If the Field Order contains an estimate of adjustment of Contract Sum or Contract Time, the Field Order is subject to the following:
  - .1 The Contractor shall not exceed the University's estimate of adjustment to Contract Sum or Contract Time without prior written notification to the University's Representative.
  - .2 If the Contractor asserts that the change in the Work encompassed by the Field Order may entitle Contractor to an adjustment of Contract Sum or Contract Time in excess of the University's estimate, in order not to be bound by University's estimate Contractor must follow all procedures set forth in Article 4, starting with the requirement of submitting a timely Change Order Request within 7 days of Contractor's receipt of the Field Order; failure to strictly follow those procedures is a bar to any Claim for an adjustment of the Contract Sum or Contract Time, in excess of the University's estimate, arising from performance of the Work described in the Field Order.

7.4.2 Upon receipt of a Field Order, Contractor shall promptly proceed to perform the Work as ordered in the Field Order notwithstanding any disagreement by the Contractor concerning whether the Work is extra.

## **7.5 VARIATION IN QUANTITY OF UNIT PRICE WORK**

7.5.1 University has the right to increase or decrease the quantity of any Unit price item for which an Estimated Quantity is stated in the Bid Form.

## **7.6 WAIVER**

7.6.1 A waiver of or failure by University or University's Representative to enforce any requirement in this Article 7, including without limitation the requirements in Articles 7.3.6, 7.3.8, 7.3.9, 7.3.10, 7.3.11, or 7.3.12 in connection with any adjustment of the Contract Sum, will not constitute a waiver of, and will not preclude the University or University's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum.

7.6.2 The Contractor agrees and understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by University or its agents shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

## **ARTICLE 8 CONTRACT TIME**

### **8.1 COMMENCEMENT OF THE WORK**

8.1.1 The date of commencement of the Work shall be set forth in the Notice To Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible, to act.

## 8.2 PROGRESS AND COMPLETION

### 8.2.1 By signing the Agreement:

- .1 Contractor represents to University that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.
- .2 Contractor agrees that University is purchasing the right to have the Contractor present on the Project site for the full duration of the Contract Time, even if Contractor could finish the Contract in less than the Contract Time.

8.2.2 Contractor shall not, except by agreement or instruction of University in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and Final Completion of the Work shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve full completion of the Work within the Contract Time. If University's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to University, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the Work is fully completed within the Contract Time. Upon receipt of such notice from University's representative, Contractor shall immediately notify University's Representative of all measures to be taken to ensure full completion of the Work within the Contract Time. Contractor shall reimburse University for any extra costs or expenses (including the reasonable value of any services provided by University's employees) incurred by University as the result of such measures.

## 8.3 DELAY

8.3.1 Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

- .1 to bear the risk of delays to the Work; and
- .2 that Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

## 8.4 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY

8.4.1 Subject to Article 8.4.2, the Contract Time will be extended for each day of delay for which Contractor demonstrates that all of the following four conditions have been met; a time extension will not be granted for any day of delay for which Contractor fails to demonstrate compliance with the four conditions:

- .1 Condition Number One: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying Final Completion of the Work beyond the Contract Time. Under this Article 8.4.1.2, if the Contract Schedule shows Final Completion of the Work before expiration of the Contract Time, a delay is critical if and only to the extent the delay pushes Final Completion of the Work to a date that is beyond the Contract Time.
- .2 Condition Number Two: Within 7 days of the date the Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay is likely to have an impact on the critical path of the Project, (even if the Contractor has not yet been delayed when the Contractor discovers or reasonably should discover the critical path impact of the act, error, omission or unforeseen condition giving rise to the delay) the Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2.

- .3 Condition Number Three: The delay is not caused by:
  - .1 A concealed, unforeseen or unknown condition or event except for a materially differing site condition pursuant to Article 3.17; or
  - .2 The financial inability, misconduct or default of the Contractor, a Subcontractor or supplier; or
  - .3 The unavailability of materials or parts.
- .4 Condition Number Four: The delay is caused by:
  - .1 Fire; or
  - .2 Strikes, boycotts, or like obstructive actions by labor organizations; or
  - .3 Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
  - .4 A materially differing site condition pursuant to Article 3.17; or
  - .5 An error or omission in the Contract; or
  - .6 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .7 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .8 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's representative) to perform any Contract obligation unless such failure is due to Contractor's default or misconduct.
  - .9 "Adverse weather," but only for such days of adverse weather, or on-site conditions caused by adverse weather, that are in excess of the number of days specified in the Supplementary Conditions. In order for a day to be considered a day of adverse weather for the purpose of determining whether Contractor is entitled to an adjustment in Contract Time, both of the following conditions must be met:
    - .1 the day must be a day in which, as a result of adverse weather, less than one half day of critical path work is performed by Contractor; and
    - .2 the day must be identified in the Contract Schedule as a scheduled work day.

8.4.2 If and only if a delay meets all four conditions prescribed in Article 8.4.1, then a time extension will be granted for each day that Final Completion of the Work is delayed beyond the Contract Time, subject to the following:

- .1 When two or more delays (each of which meet all four conditions prescribed in Article 8.4.1) occur concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to Article 8.4.2, such concurrent critical delays shall be treated as a single delay for each such day.
- .2 Contractor shall be entitled to a time extension for a day of delay that meets all four requirements of Article 8.4.1 if the delay is concurrent with a delay that does not meet all four conditions of Article 8.4.1.

8.4.3 If for any reason one or more of the four conditions prescribed in Article 8.4.1 is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time under Article 8.4.2.

## **8.5 COMPENSATION FOR DELAY**

8.5.1 To the maximum extent allowed by law, any adjustment of the Contract Sum as the result of delays shall be limited to the amounts specified in Article 7. Such adjustment shall, to the maximum extent allowed by law, constitute payment in full for all delay related costs (including costs for disruption, interruption and hindrance, general conditions, on and off-site overhead and profit) of Contractor, its Suppliers and Subcontractors of all tiers and all persons and entities working under or claiming through Contractor in connection with the Project.

8.5.2 By signing the Agreement, the parties agree that the University is buying the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

- .1 To order changes in the Work, regardless of the extent and number of changes, including without limitation:
  - .1 Changes to correct errors or omissions, if any, in the Contract Documents.
  - .2 Changes resulting from the University's decision to change the scope of the Work subsequent to execution of the Contract.
  - .3 Changes due to unforeseen conditions.
- .2 To suspend the Work or any part thereof.
- .3 To delay the Work, including without limitation, delays resulting from the failure of the University or the University's Representative to timely perform any Contract obligation and delays for University's convenience.

## **8.6 WAIVER**

8.6.1 A waiver of or failure by University or University's Representative to enforce any requirement in this Article 8, including without limitation the requirements in Article 8.4, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the University or University's Representative from enforcing, such requirements in connection with any present or future delays.

8.6.2 Contractor agrees and understands that no oral approval, either express or implied, of any time extension by University or its agents shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 COST BREAKDOWN**

9.1.1 Within 10 days after receipt of the Notice of Selection as the apparent lowest responsible Bidder, and with the Agreement, Contractor shall submit to University's Representative a Cost Breakdown of the Contract Sum in the form contained in the Exhibits. The Cost Breakdown shall itemize as separate line items the cost of each Work Activity and all associated costs, including but not limited to warranties, as-built documents, overhead expenses, and the total allowance for profit. Insurance and bonds shall each be listed as separate line items. The total of all line items shall equal the Contract Sum. The Cost Breakdown, when approved by the University's Representative, shall become the basis for determining the cost of Work performed for Contractor's Applications for Payment.

### **9.2 PROGRESS PAYMENT**

9.2.1 University agrees to pay monthly to Contractor, subject to Article 9.4.3, 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 Article 9.3.5.
- .3 Less amounts previously paid.



Under this Article 9.2.1, University may, but is not required, to pay Contractor more frequently than monthly.

9.2.2 After Substantial Completion and subject to Article 9.4.3, University will make any of the remaining progress payments in full.

### **9.3 APPLICATION FOR PAYMENT**

9.3.1 On or before the 10th day of the month or such other date as is established by the Contract Documents, Contractor shall submit to University's Representative an itemized Application For Payment, for the cost of the Work in permanent place, as approved by University's Representative, which has been completed in accordance with the Contract Documents, less amounts previously paid.

The Application For Payment shall be prepared as follows:

- .1 Use the form contained in the Exhibits.
- .2 Itemize in accordance with the Cost Breakdown.
- .3 Include such data substantiating Contractor's right to payment as University's Representative may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Article 9.5, a certification of the market value of all such securities as of a date not earlier than 5 days prior to the date of the Application For Payment.
- .4 Itemize retention.

9.3.2 Applications For Payment shall not include requests for payment on account of (1) changes which have not been authorized by Change Orders or (2) amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by University, an Application For Payment shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such application and conditional releases upon progress payment or final payment and (2) unconditional waivers and releases of claims and stop payment notices, in the form contained in the Exhibits, from each Subcontractor listed in the preceding Application For Payment covering sums disbursed pursuant to that preceding Application For Payment.

9.3.4 Contractor warrants that, upon submittal of an Application For Payment, all Work, for which Certificates For Payment have been previously issued and payment has been received from University, shall be free and clear of all claims, stop payment notices, security interests, and encumbrances in favor of Contractor, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.

9.3.5 At the sole discretion of University, University's Representative may approve for inclusion in the Application For Payment the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to University's Representative. In such case, Contractor shall furnish evidence satisfactory to University's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of Contractor. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve Contractor from sole responsibility for the care and protection of such materials; nor relieve Contractor from risk of loss to such materials from any cause whatsoever; nor relieve Contractor from its obligation to complete the Work in accordance with the Contract; nor act as a waiver of the right of University to require fulfillment of all terms of the Contract. Nothing contained within this Article 9.3.5 shall be deemed to obligate University to agree to payment for any non-incorporated materials or any part thereof, payment being in the sole and absolute discretion of University.

### **9.4 CERTIFICATE FOR PAYMENT**

9.4.1 If Contractor has submitted an Application For Payment in accordance with Article 9.3, University's Representative shall, not later than 5 working days after the date of receipt of the Application For Payment, issue to University, with a copy to Contractor, a Certificate For Payment for such amount as University's Representative determines to be properly due.

9.4.2 If any such Application For Payment is determined not to be in accordance with Article 9.3, University will inform Contractor as soon as practicable, but not later than 5 working days after receipt. Thereafter, Contractor shall have 3 days to revise and resubmit such Application For Payment; otherwise University's

Representative may issue a Certificate For Payment in the amount that University's Representative determines to be properly due without regard to such Application For Payment.

9.4.3 Approval of all or any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following:

- .1 Defective Work not remedied.
- .2 Third-party claims against Contractor or University arising from the acts or omissions of Contractor or Subcontractors.
- .3 Stop payment notices.
- .4 Failure of Contractor to make timely payments due Subcontractors for material or labor.
- .5 A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- .6 Damage to University or Separate Contractor for which Contractor is responsible.
- .7 Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover University's damages for the anticipated delay.
- .8 Failure of Contractor to maintain and update as-built documents.
- .9 Failure of Contractor to submit schedules or their updates as required by the Contract Documents.
- .10 Failure to provide conditional or unconditional releases from any Subcontractor or supplier, if such waiver(s) have been requested by University's Representative.
- .11 Performance of Work by Contractor without properly processed Shop Drawings.
- .12 Liquidated damages assessed in accordance with Article 5 of the Agreement.
- .13 Failure to provide updated Reports of Subcontractor Information and Confirmation of Certifications, as applicable.
- .14 Failure to provide a Final Distribution of Contract Dollars with final Application for Payment.
- .15 Any other failure of Contractor to perform its obligations under the Contract Documents.

9.4.4 Subject to the withholding provisions of Article 9.4.3, University will pay Contractor the amount set forth in the Certificate For Payment no later than 10 days after the issuance of the Certificate For Payment.

9.4.5 Neither University nor University's Representative will have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.4.6 Neither a Certificate For Payment nor a progress payment made by University will constitute acceptance of Defective Work.

## **9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW**

9.5.1 At the request and expense of Contractor, a substitution of securities may be made for any monies retained by University under Article 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate For Payment shall be deposited by Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in Article 9.5.3 until retention is due in accordance with Article 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Article 9.5.1, and at the request and expense of Contractor, University will deposit retention directly with Escrow Agent. Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by Escrow Agent upon the same terms provided for securities deposited by Contractor. Contractor and its surety shall bear the risk of failure of the Escrow Agent selected.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by Contractor, University, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits. The Contractor shall submit the Selection of Retention Options and the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention not later than the date when 50% of the Work has been completed. The terms of such escrow agreement are incorporated into the requirements of this Article 9.5.

## **9.6 BENEFICIAL OCCUPANCY**

9.6.1 University reserves the right, at its option and convenience, to occupy or otherwise make use of any part of the Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

- .1 University's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion. Prior to Beneficial Occupancy, University will issue a Certificate of Beneficial Occupancy on University's form.
- .2 Beneficial Occupancy by University shall not be construed by Contractor as an acceptance by University of that portion of the Work which is to be occupied.
- .3 Beneficial Occupancy by University shall not constitute a waiver of existing claims of University or Contractor against each other.
- .4 Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to University an itemized list of each piece of equipment so operated with the date operation commences.
- .5 The Guarantee to Repair Periods, as defined in Article 12.2, will commence upon the occupancy date stated in the Certificate of Beneficial Occupancy except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which University has not taken Beneficial Occupancy or issued a Certificate of Substantial Completion shall not commence until the University has taken Beneficial Occupancy for that portion of the Work or has issued a Certificate of Substantial Completion with respect to the entire Project.
- .6 University will pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- .7 University will pay all utility costs which arise out of the Beneficial Occupancy.
- .8 Contractor shall not be responsible for providing security in areas beneficially occupied.
- .9 University will use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work.
- .10 Contractor shall not be required to repair damage caused by University in its Beneficial Occupancy.
- .11 Except as provided in this Article 9.6, there shall be no added cost to University due to Beneficial Occupancy.
- .12 Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

## **9.7 SUBSTANTIAL COMPLETION**

9.7.1 "Substantial Completion" means the stage in the progress of the Work, as determined by University's Representative, 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 and a Certificate of Occupancy has been issued by the University.

9.7.2 When Contractor gives notice to University's Representative that the Work is substantially complete, unless University's Representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, University's Representative will inspect the Work. If the University's Representative determines that the Work is not substantially completed the University's

Representative will prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. Upon notification that the items on the list are completed or corrected, as applicable, the University's Representative will make an inspection to determine whether the Work is substantially complete. Costs for additional inspection by University's Representative shall be deducted from any monies due and payable to Contractor.

9.7.3 When University's Representative determines that the Work is substantially complete, University's Representative will arrange for inspection by University's Building Official and other officials, as appropriate, for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued by the University, the University's Representative will prepare a Certificate of Substantial Completion on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and Contractor for security, maintenance, utilities, insurance, and damage to the Work. The University's Representative will prepare and furnish to the Contractor a comprehensive "punch list" of items to be completed or corrected prior to Final Completion.

9.7.4 Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

- .1 Are not operational (equipment or systems shall not be considered operational if they cannot be used to provide the intended service; or
- .2 Are not accepted by the University.

The Guarantee To Repair Period for equipment or systems which become operational and accepted subsequent to Substantial Completion will begin on the date of their written acceptance by University.

9.7.5 The daily rate included in the Agreement and specifically identified as the rate to be paid to Contractor for Compensable Delays shall not apply to any delays occurring after the Work is substantially completed.

## 9.8 FINAL COMPLETION, FINAL PAYMENT, AND RELEASE OF RETENTION

9.8.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, University's Representative will make such inspection. Final Completion shall be when University's Representative determines that the Work is fully completed and in accordance with the Contract Documents, including without limitation, satisfaction of all "punch list" items, and determines that a Certificate of Occupancy has been issued by the University. University will file a Notice of Completion within 15 days after Final Completion. After receipt of the final Application For Payment, if University's Representative determines that Final Completion has occurred, University's Representative will issue the final Certificate For Payment.

9.8.2 Final payment and retention shall be released to Contractor, as set forth in Article 9.8.3, after:

- .1 Contractor submits the final Application For Payment and all submittals required in accordance with Article 9.3;
- .2 Contractor submits 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;
- .3 Contractor submits the Final Distribution of Contract Dollars in the form contained in the Exhibits; and
- .4 University's Representative issues the final Certificate For Payment.

At its sole discretion, after Final Completion, University may waive the requirement that Contractor submit a final Application For Payment before making final payment and/or release of retention to Contractor.

9.8.3 Final payment shall be paid not more than 10 days after University's Representative issues the final Certificate For Payment. Retention shall be released to Contractor 35 days after the filing of the Notice of Completion.

9.8.4 Acceptance of final payment by Contractor shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by Contractor as unsettled at the time of the final Application For Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to the following:

- .1 Employees involved in the Work and other persons who may be affected thereby.
- .2 The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors.
- .3 Other property at the Project site and adjoining property.

10.2.2 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be the prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to University and University's Representative.

10.2.5 Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

### **10.3 EMERGENCIES**

10.3.1 In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize damage, injury, or loss. Contractor shall promptly notify University's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and Contractor's action.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S INSURANCE**

11.1.1 Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and University from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the Supplementary Conditions. See Article 3.21 regarding the scope and extent of Contractor's liability for and repair of damaged Work.

11.1.2 The following policies and coverages shall be furnished by Contractor:

- .1 COMMERCIAL GENERAL LIABILITY INSURANCE 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. There shall be no limitations or exclusions of coverage beyond those contained in the standard ISO form CG 0001 (2004 or later edition). Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to Work required of Contractor by these Contract Documents. Contractor shall continue to maintain Products/Completed Operations liability insurance coverage for a minimum completed operations period of 10 year(s) 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. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required minimum coverage limits and the requirement to provide the University with coverage as an additional insured for completed operations as specified under this Article 11.1 and the Supplementary Conditions.
- .2 BUSINESS AUTOMOBILE LIABILITY INSURANCE 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 minimum limits required may be satisfied by combination of primary and umbrella/excess policies. The Commercial Automobile Liability Insurance shall be provided by Contractor for all on site and off site Work.
- .3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required by Federal and State of California law. Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

11.1.3 The coverages required under this Article 11 shall not in any way limit the liability of Contractor.

11.1.4 Contractor's Certificates of Insurance, executed by a duly authorized representative of each broker of record or each insurer as evidence of the insurance required by these Contract Documents and on the form contained in the Exhibits, shall be submitted by Contractor to University prior to the commencement of Work by the Contractor. The Certificates of Insurance shall provide for no cancellation or modification of coverage without prior written notice to University, in accordance with policy provisions.

11.1.5 In the event Contractor does not comply with these insurance requirements, University may, at its option, provide insurance coverage to protect University; and the cost of such insurance shall be paid by Contractor and may be deducted from the Contract Sum.

11.1.6 Contractor's insurance as required by Article 11.1.2, shall, by endorsement to the policies, include the following:

- .1 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. Additional Insured provision or endorsement shall be at least as broad as the CG 20 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. The additional insured requirement shall not apply to Worker's Compensation and Employer's Liability insurance.

Further, the amount of insurance available to the University shall be for the full amount of the loss up to the available policy limits and shall not be limited to any minimum requirements stated in the Contract Documents.

- .2 University, University's consultants, University's Representative, and University's Representative's consultants will not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- .3 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by University, University's consultants, University's Representative, and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.6.1.

11.1.7 The form and substance of all insurance policies required to be obtained by Contractor shall be subject to approval by University. All policies required by Articles 11.1.2.1, 11.1.2.2, and 11.1.2.3 shall be issued by companies with ratings and financial classifications as specified in the Supplementary Conditions.

11.1.8 Contractor shall, by mutual agreement with University, furnish any additional insurance as may be required by University. Contractor shall provide Certificates of Insurance evidencing such additional insurance.

11.1.9 The Certificate of Insurance shall show (1) all companies affording coverage and (2) the name of the insured exactly in the manner as shown on the Bid Form. The name of the insured must be the name under which the entity is licensed by the Contractors State License Board.

11.1.10 If insurance company refuses to use the Certificate of Insurance form as contained in the Exhibits, it must provide a Certificate of Insurance evidencing compliance with this Article including those provisions noted under DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES section of the Certificate of Insurance Exhibit by including an endorsement to its Certificate of Insurance form covering those noted provisions exactly as they appear on the Certificate of Insurance Exhibit.

11.1.11 At the request of University, Contractor shall submit to University copies of the policies obtained by Contractor.

## **11.2 BUILDER'S RISK PROPERTY INSURANCE**

11.2.1 If and only if the Contract Sum exceeds \$300,000 at the time of award, University will provide its standard builder's risk property insurance, subject to the deductibles, terms and conditions, exclusions, and limitations as contained in the provisions of the policy. A copy of the University's standard builder's risk property insurance policy is available at the University's Facility office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Contract. Contractor agrees that the University's provision of its standard builder's risk property insurance policy meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance. The proceeds under such insurance policies taken out by University insuring the Work and materials will be payable to University and Contractor as their respective interests, from time to time, may appear. Contractor shall be responsible for the deductible amount in the event of a loss. In addition, nothing in this Article 11.2 shall be construed to relieve Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve Contractor of its responsibilities referred to under this Article 11. Materials incorporated in the Work, as used in this Article 11.2, shall mean materials furnished while in transit to, stored at, or in permanent place at the Project site.

11.2.2 Insurance policies referred to under this Article 11.2 shall:

- .1 Include a provision that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by Contractor.
- .2 Include a waiver of subrogation against Contractor, its Subcontractors, its agents, and employees.

11.2.3 Builder's risk insurance coverage under this Article 11.2 will expire on the date of Final Completion recited in a Notice of Completion filed pursuant to Article 9.8.1. Should a Notice of Completion be filed more than 10 days after the date of Final Completion, the date of Final Completion recited in the Notice of Completion will govern.

### **11.3 PERFORMANCE BOND AND PAYMENT BOND**

11.3.1 Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in Exhibits 3 and 2.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum.

11.3.3 The Payment Bond and Performance Bond shall be in effect on the date the Contract is signed by University.

11.3.4 Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those interests of persons or firms supplying labor or materials to the Work. Contractor shall furnish supplemental Payment and Performance Bonds each in the amount of the current Contract Sum at the request of the University.

11.3.5 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).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by Contractor.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

12.1.1 If a portion of the Work is covered contrary to University's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by University's Representative, be uncovered for University's Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

12.1.2 If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which University's Representative has not specifically requested to observe prior to its being covered, University's Representative may request to see such Work and it shall be uncovered and replaced by Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Sum by Change Order; and if the uncovering and replacing of the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

### **12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

12.2.1 The term "Guarantee To Repair Period" means a period of 1 year, unless a longer period of time is specified, commencing as follows:

- .1 For any Work not described as incomplete in the Certificate of Substantial Completion, on the date of Substantial Completion.
- .2 For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Article 9.6, from the first date of such Beneficial Occupancy or actual use, as established in a Certificate of Beneficial Occupancy.
- .3 For all Work other than .1 or .2 above, from the date of Final Completion.



12.2.2 Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period and (2) replace, repair, or restore to University's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from University's Representative or University, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for University's Representative's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to University and in such a manner as to avoid, to the extent practicable, disruption to University's activities.

12.2.3 If immediate correction of Defective Work is required for life safety or the protection of property and is performed by University or Separate Contractors, Contractor shall pay to University all reasonable costs of correcting such Defective Work. Contractor shall replace, repair, or restore to University's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

12.2.4 Contractor shall remove from the Project site portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by University.

12.2.5 If Contractor fails to commence correction of Defective Work within 10 days after notice from University or University's Representative or fails to diligently prosecute such correction to completion, University may correct the Defective Work in accordance with Article 2.4; and, in addition, University may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Articles 12.2.4 and 12.2.5 within 10 days after written demand, University may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to University, including compensation for University's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to University, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to University.

12.2.7 Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Article 3.4 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies University may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

## **ARTICLE 13 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **13.1 TERMINATION BY CONTRACTOR**

13.1.1 Subject to Article 13.1.2, Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

- .1 Provided that University has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- .2 University fails to perform any material obligation under the Contract and fails to

cure such default within 30 days, or University has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

- .3 Repeated suspensions by University, other than such suspensions as are agreed to by Contractor under Article 13.3, which constitute in the aggregate more than 20% of the Contract Time.

13.1.2 Upon the occurrence of one of the events listed in Article 13.1.1, Contractor may, upon 10 days additional notice to University and University's Representative, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

13.1.3 Upon termination by Contractor, University will pay to Contractor the sum determined by Article 13.4.4. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to Article 13.1; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

## **13.2 TERMINATION BY UNIVERSITY FOR CAUSE**

13.2.1 University will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

- .1 Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- .2 Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- .3 A receiver is appointed to take charge of Contractor's property.
- .4 The commencement or completion of any Work activity on the critical path is more than 30 days behind the date set forth in the Contract Schedule for such Work activity, as a result of an Unexcusable Delay. For a Contract with a Contract Time of less than 300 days, the 30-day period shall be reduced to the number of days commensurate with 10% of the Contract Time.
- .5 Contractor abandons the Work.

13.2.2 Upon the occurrence of any of the following events, University will have the right to terminate the Contract for cause if Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from University, or within such longer period of time as is reasonably necessary to complete such cure:

- .1 Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- .2 Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from University.
- .3 Contractor disregards Applicable Code Requirements.
- .4 Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
- .5 Contractor is in default of any other material obligation under the Contract Documents.
- .6 Contractor persistently or materially fails to comply with applicable safety requirements.

13.2.3 Upon any of the occurrences referred to in Articles 13.2.1 and 13.2.2, University may, at its election and by notice to Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method University may deem expedient. If requested by University, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, University may remove or store, and after 90 days sell, any of the same at Contractor's expense.

13.2.4 If the Contract is terminated by University as provided in this Article 13.2, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by University.

13.2.5 If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for University staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to University.

13.2.6 No termination or action taken by University after termination shall prejudice any other rights or remedies of University provided by law or by the Contract Documents upon such termination; and University may proceed against Contractor to recover all losses suffered by University.

### **13.3 SUSPENSION BY UNIVERSITY FOR CONVENIENCE**

13.3.1 University may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to 90 days, as University may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Article 13.3. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, Contractor shall, at University's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within 90 days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by Contractor and University, University shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order.

13.3.2 If a Suspension Order is canceled or expires, Contractor shall continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within 21 days after the end of the Work suspension. Contractor agrees that submission of its claim within said 21 days is an express condition precedent to its right to Arbitrate or Litigate such a claim.

13.3.3 The provisions of this Article 13.3 shall not apply if a Suspension Order is not issued by University. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

### **13.4 TERMINATION BY UNIVERSITY FOR CONVENIENCE**

13.4.1 University may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, University shall pay Contractor in accordance with Article 13.4.4.

13.4.2 Upon receipt of notice of termination under this Article 13.4, Contractor shall, unless the notice directs otherwise, do the following:

- .1 Immediately discontinue the Work to the extent specified in the notice.
- .2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
- .3 Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- .4 Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

13.4.3 Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to Contractor's obligations under Article 13.4.2, as to bona fide obligations assumed by Contractor prior to the date of termination.

13.4.4 Upon such termination, University shall pay to Contractor the sum of the following:

- .1 The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
- .2 Plus an amount equal to the lesser of \$50,000 or 5% of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination.
- .3 Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
- .4 Plus any proven losses with respect to materials and equipment directly resulting from such termination.
- .5 Plus reasonable demobilization costs.
- .6 Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by University pursuant to Article 13.4; and Contractor will be entitled to no other compensation or damages and expressly waives same.

## **ARTICLE 14 STATUTORY AND OTHER REQUIREMENTS**

### **14.1 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.

### **14.2 NONDISCRIMINATION**

14.2.1 For purposes of this Article 14.2, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.2.2 Contractor shall comply and shall ensure that all Subcontractors comply with Section 12900 through 12996, of the State of California Government Code.

14.2.3 Contractor agrees as follows during the performance of the Work:

- .1 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 Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by University or any appropriate agency of the State of California designated by University for the purposes of investigation to ascertain compliance with this Article 14.2. The outcome of the investigation may result in the following:

- .1 A finding of willful violation of the provisions of this Contract or of the Fair Employment Practices Act may be regarded by University as (1) a basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of Contractor for future contracts.
- .2 University may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that Contractor has violated the Fair Employment Practices Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.
- .3 Upon receipt of such written notice from the Fair Employment Practices Commission, University may notify Contractor that, unless it demonstrates to the satisfaction of University within a stated period that the violation has been corrected, Contractor's bids on future projects will not be considered.
- .4 Contractor agrees that, should University determine that Contractor has not complied with this Article 14.2, Contractor shall forfeit to University, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 14.3 for violation of prevailing wage rates. Such penalty amounts may be recovered from Contractor; and University may deduct any such penalty amounts from the Contract Sum.
- .5 Nothing contained in this Article 14.2 shall be construed in any manner so as to prevent University from pursuing any other remedies that may be available at law.
- .6 Contractor shall meet the following standards for compliance and provide University with satisfactory evidence of such compliance upon University's request, which shall be evaluated in each case by University:
  - .1 Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
  - .2 Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).

- .3 Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, nonminority women, and minority men shall be available and given an equal opportunity for employment.
- .4 Contractor shall notify University of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract.
- .7 Contractor shall include the provisions of the foregoing Articles 14.2.3.2.1 through 14.2.3.2.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

### **14.3 PREVAILING WAGE RATES**

14.3.1 For purposes of this Article 14.3, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.3.2 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.

14.3.3 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, including the hauling of material on or off site, as defined by California Labor Code Section 1720.3. 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.

### **14.4 PAYROLL RECORDS**

14.4.1 For purposes of this Article 14.4, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.4.2 Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be certified as being true and correct by Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- .1 A certified copy of an employee's payroll record shall be made available for

- inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
- .3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

14.4.3 Contractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Contractor shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and Contractor shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Article 14.4 or with the State of California Labor Code Section 1776, Contractor shall have 10 days in which to comply following receipt of notice specifying in what respects Contractor must comply. Should noncompliance still be evident after the 10 day period, Contractor shall forfeit to University, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum.

## **14.5 APPRENTICES**

14.5.1 For purposes of this Article 14.5, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

14.5.2 Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Contractor and Subcontractors as 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.

14.5.3 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the Work in the craft or trade to which the apprentice is indentured.

14.5.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractors shall 1) send contract award information to the applicable joint apprenticeship committee that can supply apprentices to the site of the public work and 2) apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Work. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

14.5.5 "Apprenticeship craft or trade," as used in this Article 14.5, shall mean a craft or trade determined as

an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

14.5.6 If Contractor or Subcontractors employ journeyworkers or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Work in the same amount or upon the same basis and in the same manner done by the other contractors. Contractor may include the amount of such contributions in computing its bid for the Contract; but if Contractor fails to do so, it shall not be entitled to any additional compensation therefor from University.

14.5.7 In the event Contractor willfully fails to comply with this Article 14.5, it will be considered in violation of the requirements of the Contract.

14.5.8 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

#### **14.6 WORK DAY**

14.6.1 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 such cases only upon such conditions as are provided by law. Contractor shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of this Contract by Contractor, or any Subcontractor, for each day during which such 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 terms of this Article 14.6 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. 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.

#### **14.7 BUY CLEAN CALIFORNIA ACT**

14.7.1 The Buy Clean California Act (BCCA) requires the Department of General Services (DGS) to establish and publish the maximum acceptable Global Warming Potential (GWP) on "eligible materials", as described in Public Contract Code 3500 et seq.. As of July 1, 2022, the Contractor shall not install any eligible materials on the project until the Contractor submits a facility-specific Environmental Product Declaration for that material that meets the published GWP requirements.

#### **14.8 CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OF OFF-ROAD DIESEL-FUELED FLEETS REGULATION**

14.8.1 For a project involving the use of vehicles subject to this regulation, the Contractor must obtain and provide to the University, copies of the valid Certificates of Reported Compliance, for the fleet selected for the contract and listed subcontractors prior to entering a new or renewed contract.

14.8.2 The contractor and its subcontractors shall not enter a new or renewed contract with a fleet for use on the project without a valid Certificate of Reported Compliance for the fleet and its listed subcontractors.

14.8.3 The Certificates of Reported Compliance must be retained by the Contractor for three years after that Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request.

14.8.4 Contracting for projects that are considered emergency operations, as defined in title 13 California Code of Regulations section 2449(c)(18), are exempt from the requirements above. However the exempted vehicles must only be operated in the emergency situation and Contractor must retain records of the exempted vehicles including a description of the emergency including location, dates of emergency, and an attestation that the vehicles were only operated in the emergency situation.



**ARTICLE 15****MISCELLANEOUS PROVISIONS****15.1 GOVERNING LAW**

15.1.1 The Contract shall be governed by the law of the State of California.

**15.2 SUCCESSORS AND ASSIGNS**

15.2.1 University and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

**15.3 RIGHTS AND REMEDIES**

15.3.1 All University's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of University under the Contract Documents or otherwise available at law or in equity.

15.3.2 No action or failure to act by University or University's Representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by University or University's Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against University, University's Representative, or Contractor.

**15.4 SURVIVAL**

15.4.1 The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and University's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

**15.5 COMPLETE AGREEMENT**

15.5.1 The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

**15.6 SEVERABILITY OF PROVISIONS**

15.6.1 If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**15.7 UNIVERSITY'S RIGHT TO AUDIT**

15.7.1 University and entities and agencies designated by University will have access to and the right to audit and the right to copy at University's cost all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records and other items during the performance of the Contract and for a period of at

least 3 years after Final Completion.

## **15.8 METHODS OF DELIVERY FOR SPECIFIED DOCUMENTS**

15.8.1 The following documents must be delivered in a manner specified in Article 15.8.2:

- .1 Contractor Notices of election to litigate or arbitrate;
- .2 Written demand for an informal conference to meet and confer pursuant to Article 4.5;
- .3 University's written statement identifying remaining disputes following informal conference pursuant to Article 4.6;
- .4 Written demand for non-binding mediation pursuant to Article 4.6;
- .5 Contractor claims pursuant to Article 4.3;
- .6 Contractor notices of conditions pursuant to Articles 3.17, 3.18, or 3.19;
- .7 University's notices of Contractor's failure to perform and/or correct defective work pursuant to Articles 4.1.6, 12.2 and 13.2.3;
- .8 University's notice to stop work pursuant to Article 2.3.1;
- .9 Notices of termination or suspension pursuant to Article 13.

15.8.2 Delivery methods for documents specified in Article 15.8.1:

- .1 By personal delivery.
- .2 Sent by facsimile copy where receipt is confirmed.
- .3 Sent by Express Mail, or another method of delivery providing for overnight delivery where receipt is confirmed.
- .4 Sent by registered or certified mail, postage prepaid, return receipt requested.

15.8.3 The documents identified in Article 15.8.1 shall only be effective if delivered in the manner specified in Article 15.8.2. Subject to the forgoing, such documents shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Delivery of the specified documents shall be made at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 15.8.

## **15.9 TIME OF THE ESSENCE**

15.9.1 Time limits stated in the Contract Documents are of the essence of the Contract.

## **15.10 MUTUAL DUTY TO MITIGATE**

15.10.1 University and Contractor shall use all reasonable and economically practicable efforts to mitigate delays and damages to the Project and to one another with respect to the Project, regardless of the cause of such delay or damage.

## **15.11 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.

## **15.12 EXECUTION OF AGREEMENT**

15.12.1 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.

## **SUPPLEMENTARY CONDITIONS**

### **1. MODIFICATION OF ARTICLE 8 – CONTRACT TIME**

Adverse Weather in excess of the following number of days will be granted a Contract Time extension pursuant to Article 8.4 of the General Conditions:

Example 1 {If facility elects to specify days on a monthly basis}

January - 6 days

February - 6 days, etc.

Example 2 {If facility elects to specify a total number of days for the entire project}

Total Number of days – 27 days

### **2. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS**

1. Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by 11.1.2.1 and 11.1.2.2 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

11.1.2.1 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>
-------------------	--------------------

11.1.2.2 Business Automobile Liability Insurance-Limits of Liability

Each Accident-Combined Single Limit for Bodily Injury and Property Damage	<u>\$1,000,000</u>
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Insurance required by Paragraph 11.1.2.3 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:

11.1.2.3 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

### **3. MODIFICATION OF GENERAL CONDITIONS ARTICLE 15 – 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.

[END]

## Exhibits

Certificate of Insurance

Payment Bond

Performance Bond

Application For Payment

Selection of Retention Options

Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention

Submittal Schedule

Cost Proposal

Field Order

Change Order

Summary of Builder's Risk Insurance Policy (pdf)

Confirmation of Certification

Report of Subcontractor Information and Final Distribution of Dollars (fillable pdf)

Certificate of Substantial Completion

General Contractor Claim Certification

Subcontractor Claim Certification

Notice of Completion

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Specifications Division 1



# 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).

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

**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  GEN'L 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<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 7264-B HREC
- 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:	<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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**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

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

\_\_\_\_\_ as Principal a contract dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_  
(the "Contract") for the work described as follows:

Project Name: LIVESTOCK SPRINGS, HOPLAND REC; Project Number: 7264-B HREC

AND WHEREAS, 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 this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

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

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

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

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

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

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

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

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

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

\_\_\_\_\_ 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:

Project Name: LIVESTOCK SPRINGS HOPLAND REC; Project Number: 7264-B HREC

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)

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

(Signature)

\_\_\_\_\_

(Printed Name)

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

Surety: \_\_\_\_\_

(Name of Firm)

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

(Signature)

\_\_\_\_\_

(Printed Name)

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

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**APPLICATION FOR PAYMENT**

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

TO UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, {Facility Name}  
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:

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

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: 5% of Completed Work (Column H on Schedule 1)* | \$ _____ |          |
| a. Current Value of Securities Deposited in Escrow           | \$ _____ |          |
| b. Current Value of Retention Deposited in Escrow            | \$ _____ |          |
| c. Retention Held by University                              | \$ _____ |          |
| Current Retention Value (a + b + c)                          | \$ _____ |          |
| 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)    | \$ _____ |          |

\*Pursuant to Article 9.2.2 of the General Conditions.

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 Certification of Current Market Value of Securities in Escrow in Lieu of Retention

Schedule 3 List of Subcontractors

Schedule 4 Declaration of Releases of Claims

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

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

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

Project Name: LIVESTOCK SPRINGS  
HOPLAND RESEARCH A\$ EXTENSION CENTER

Project Number: 7264-B HREC

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

APPLICATION NUMBER: \_\_\_\_\_

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

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

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

PERIOD TO: \_\_\_\_\_

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

CONTRACTOR: \_\_\_\_\_

SCHEDULE 1

TO

APPLICATION FOR PAYMENT

COST BREAKDOWN

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
	DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM	SCHEDULED VALUE	% COMPLETE TO DATE	TOTAL AMOUNT COMPLETED TO DATE (C x D)	TOTAL AMOUNT COMPLETED ON PRIOR APPLICATION FOR PAYMENT	AMOUNT OF THIS APPLICATION (E - F)	RETENTION (5% x E)
<u>ITEM NO.</u>							

Project Name: LIVESTOCK SPRINGS  
HOPLAND RESEARCH A\$ EXTENSION CENTER  
PROJECT NAME: \_\_\_\_\_

Project Number: 7264-B HREC

CONTRACTOR: \_\_\_\_\_

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

APPLICATION NUMBER: \_\_\_\_\_

SCHEDULE 2  
TO  
APPLICATION FOR PAYMENT

CERTIFICATION OF CURRENT MARKET VALUE  
OF SECURITIES IN ESCROW IN LIEU OF RETENTION

As of \_\_\_\_\_, 20\_\_ (not earlier than 5 days prior to the date of the Application For Payment of which this certification is a part), the aggregate market value of securities on deposit in Escrow

Account No. \_\_\_\_\_ with \_\_\_\_\_  
(Escrow Agent)

is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

\_\_\_\_\_  
(Escrow Agent)

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

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

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

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

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

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

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

NOTE: Notary acknowledgment for Contractor and Escrow Agent must be attached.

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

CONTRACTOR: \_\_\_\_\_

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

APPLICATION NUMBER: \_\_\_\_\_

SCHEDULE 3  
TO  
APPLICATION FOR PAYMENT

LIST OF SUBCONTRACTORS

Subcontractors listed below are all Subcontractors furnishing labor, services, or materials for the period referred to in the Application For Payment referenced above, of which this Schedule 3 is a part:

<u>Name of Subcontractor</u>	<u>Subcontracted Work Activity</u>	<u>Date Work Activity Completed</u>
------------------------------	--	---



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

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

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

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

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

CONTRACTOR: \_\_\_\_\_

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

APPLICATION NUMBER: \_\_\_\_\_

SCHEDULE 4  
TO  
APPLICATION FOR PAYMENT

DECLARATION OF RELEASE OF CLAIMS

Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate For Payment dated \_\_\_\_\_, 19 \_\_\_\_, except those listed below:

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

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

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

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

**SELECTION OF RETENTION OPTIONS**

I (we): \_\_\_\_\_  
(Contractor)

SELECT OPTION 1 \_\_\_\_\_ Check here for Option 1

University will withhold retention

OR SELECT OPTION 2 \_\_\_\_\_ Check here for Option 2

herewith elect to substitute securities in the form of: \_\_\_\_\_  
(Type of security)

in lieu of retention being withheld by University for the  
above-referenced project.

OR SELECT OPTION 3 \_\_\_\_\_ Check here for Option 3

herewith elect to have retention on the above-referenced  
project paid directly into the Escrow Account. \_\_\_\_\_  
(Type of security to be purchased)

An Escrow Account will be opened with\*\*: \_\_\_\_\_  
(Name of state or federally chartered bank  
in California)

whose address is: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, County)

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

On Behalf of Contractor\*

On Behalf of University  
Acknowledged and Approved

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

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

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

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

\* Signature shall be by the authorized party who signs the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention ("Escrow Agreement").

\*\* Note: Contractor and its surety bear the risk of failure of the bank selected

Note: If a completed and signed Escrow Agreement is not submitted with this form, University will not allow deposit of securities in lieu of retention.

RETURN THIS AGREEMENT SIGNED BY CONTRACTOR AND ESCROW AGENT TO:  
UNIVERSITY OF CALIFORNIA, UCANR Davis— USE THIS ADDRESS FOR ALL CORRESPONDENCE

Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

Escrow Account No.:

**ESCROW AGREEMENT FOR  
DEPOSIT OF SECURITIES IN LIEU OF RETENTION  
AND  
DEPOSIT OF RETENTION**

This Escrow Agreement is made as of \_\_\_\_\_, 20\_\_\_\_, and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called "University," and

\_\_\_\_\_

whose address is \_\_\_\_\_

hereinafter called "Contractor," and \_\_\_\_\_

a state or federally chartered bank in the state of California, whose address is

hereinafter called "Escrow Agent."

For consideration hereinafter set forth, University, Contractor, and Escrow Agent agree as follows:

(1) Contractor has the option to deposit securities with Escrow Agent as a substitute for retention required to be withheld by University pursuant to the Contract Documents, hereinafter referred to as "Contract," entered into between University and Contractor for the Project titled

\_\_\_\_\_

Project Number \_\_\_\_\_, in the amount of \$\_\_\_\_\_

dated \_\_\_\_\_. Alternatively, on written request of Contractor, University shall deposit retention directly with Escrow Agent. Contractor and its surety shall be at risk for failure of the Escrow Agent selected. When Contractor deposits the securities as a substitute for retention, Escrow Agent shall notify University within 5 days after the deposit. At all times, Contractor shall have on deposit securities the market value of which is at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Securities shall be held in the name of The Regents of the University of California—\_\_\_\_\_ (Facility); and Contractor shall be designated as the beneficial owner.

(2) Escrow Agent shall review the market value of securities deposited in escrow under this Escrow Agreement as often as conditions of the securities market warrant, but in no case less than once per month. Escrow Agent shall promptly notify University and Contractor of the market value of the deposited securities if such market value is less than the total amount of retention required to be withheld under the terms of the Contract. Contractor shall promptly deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention. Escrow Agent shall, within 5 days after University's request, provide a

statement to University of the current market value of all securities deposited under this Escrow Agreement as of a date not earlier than 5 days prior to such request. The provisions of this Paragraph 2 shall not apply to securities consisting of monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and Contractor.

(3) Contractor shall not use any or all of the securities deposited in lieu of retention under this Escrow Agreement for any other obligations, including deposits in lieu of retention for other contracts. Contractor represents, covenants and warrants that all deposited securities shall be lien free when tendered to the Escrow Agents and shall remain lien free during their retention by the Escrow Agent.

(4) University shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provision, provided that Escrow Agent holds securities in the form and amount specified herein.

(5) Prior to Contractor's submission of each Application For Payment, Escrow Agent shall issue a current statement of (a) the value of the securities currently being deposited in lieu of retention and (b) the current value of all securities being held in escrow pursuant to this Escrow Agreement. Such statement shall be no more than 5 days old at the time of submission, shall be notarized or have a guarantee of signature, and shall be submitted to Contractor with a copy to University under separate cover. Contractor shall attach such original statement to each Application For Payment. The provisions of this Paragraph 5 shall not apply to securities consisting of monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and Contractor.

(6) If, at the request of Contractor, University deposits retention directly with Escrow Agent, Escrow Agent shall hold such retention for the benefit of Contractor until such time as the escrow created under the Contract is terminated. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when University deposits retention directly with Escrow Agent.

(7) University will allow Contractor to deposit the following securities in lieu of retention and direct the investment of the retention deposits into any of the following which at the time of payment are legal investments under the laws of the State of California:

- a. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America or any Federal Reserve Bank), or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, or tax-exempt obligations which are rated in the highest rating category of a nationally recognized bond rating agency.
- b. Obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Federal Farm Credits, Government National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation, or Federal Housing Administration.
- c. Bonds of the State of California or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- d. Interest-bearing bankers acceptances and demand or time deposits (including certificates of deposit) in banks, provided such deposits are either (1) secured at all times, in the manner and to the extent provided by law, by collateral security described in clauses a or b of this Paragraph 7 continuously having a market value at least equal to the amount so invested so long as such underlying obligations or securities are in the possession of the Securities Investors Protection Corporation, (2) in banks having a combined capital and surplus of at least One Hundred Million Dollars, or (3) fully insured by the Federal Deposit Insurance Corporation.

- e. Taxable government money market portfolios restricted to obligations with maturities of one (1) year or less, issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States of America.
- f. Commercial paper rated in the highest rating category of a nationally recognized rating agency, and issued by corporations organized and operating within the United States of America and having total assets in excess of Five Hundred Million Dollars.

(8) Contractor shall be responsible for paying all fees, costs, and expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by Contractor and Escrow Agent. All fees, costs, and expenses of this Escrow Agreement and any transactions carried out hereunder shall be billed by Escrow Agent to Contractor. In the event that any fees, costs, or expenses shall remain unpaid in excess of 30 days from the date due, Escrow Agent may withhold such unpaid amount from any income distributable to Contractor, but shall not withhold such unpaid amount from any income distributable to University.

(9) Interest earned on the securities or the money market accounts held in escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be held in escrow. Interest may be withdrawn by Contractor from time to time, without notice to University, only to the extent that the total amount held in escrow meets or exceeds the required amount of retention.

(10) Except as provided in Paragraph 9, Contractor shall have the right to withdraw all or any part of the escrow account only by written notice to Escrow Agent accompanied by written authorization from University to Escrow Agent stating that University consents to the withdrawal of the amount sought to be withdrawn by Contractor. University shall not be obligated to consent to any withdrawal to the extent of stop notice claims which cannot be satisfied from other funds then due and payable to Contractor.

(11) University shall have the right to draw upon the securities, any interest earned on the securities, and any interest earned on the interest in the event of default by Contractor. Upon 7 days written notice to Escrow Agent from University, with a copy to Contractor, Escrow Agent shall immediately convert the securities, any interest earned on the securities, and all interest earned on the interest to cash and shall distribute the cash as instructed by University. Escrow Agent shall have no duty to determine whether a default has occurred and may rely solely upon the written notice of such default from University.

(12) Upon receipt of written notification from University certifying that final payment is due under the Contract, Escrow Agent shall release to Contractor the amount, if any, by which the value of all securities and interest on deposit less escrow fees and charges of the escrow account exceeds 125% of all stop notice claims on file. Escrow Agent shall pay the remaining amount to University or as directed by University. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payment of fees and charges.

(13) Escrow Agent shall rely upon the written notifications from University and Contractor pursuant to this Escrow Agreement; and University and Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion, and disbursement of the securities and interest as set forth herein.

(14) Escrow Agent shall have the right to terminate this Escrow Agreement upon 30 days notice to all parties hereunder. Upon receipt of such notice, University and Contractor shall appoint a successor Escrow Agent in writing and deliver written notice of such appointment to Escrow Agent. Thereupon, Escrow Agent shall deliver all assets in its custody to such successor Escrow Agent and all responsibility of Escrow Agent under this Escrow Agreement shall terminate; provided, however, if Contractor and University fail to appoint a successor Escrow Agent on or before the end of the 30 day notice period, then Escrow Agent is authorized and instructed to return all assets, documents, and other items in its custody to University and this Escrow Agreement shall be terminated without further instruction.

(15) The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement; provided, however, that, with Escrow Agent's written consent, the duties and responsibilities in this Escrow Agreement may be amended at any time or times by an instrument in writing signed by all parties.

(16) Whenever Contractor tenders securities to be deposited in lieu of retention, an authorized representative of the Contractor shall declare under penalty of perjury that the securities are lien free and shall remain lien free during their retention by the Escrow Agent. The declaration shall be in the following form:

“The undersigned, on behalf of {NAME OF CONTRACTOR} whose address is {STREET ADDRESS, CITY, STATE, ZIP CODE} represents, covenants and warrants that the securities tendered herewith are lien free and shall remain lien free during their retention by the Escrow Agent.

I, {NAME}, hereby declare that I am the {TITLE} of {NAME OF CONTRACTOR}, that I am duly authorized to make this representation, and that I declare under perjury under the laws of the State of California that the foregoing is true and correct.”

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

(Date)

(17) The names of the persons authorized to give written notice or to receive written notice on behalf of University and on behalf of Contractor in connection with this Escrow Agreement, and exemplars of their respective signatures, are as set forth below. Such names may be changed by written notice to the other parties.

On behalf of University:

1. \_\_\_\_\_

(Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Telephone Number)

2. \_\_\_\_\_

(Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Telephone Number)

On behalf of Contractor:

1. \_\_\_\_\_

(Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Telephone Number)

2. \_\_\_\_\_

(Name)

\_\_\_\_\_

(Signature)

---

(Telephone Number)



Contractor, Escrow Agent, and University hereby agree to the covenants contained herein.

IN WITNESS WHEREOF, Contractor, Escrow Agent, and University have executed this Escrow Agreement, the day and year first written above.

University:

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Telephone Number)

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Telephone Number)

Escrow Agent:

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Telephone Number)

Contractor:

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

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Telephone Number)

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

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Telephone Number)

**SUBMITTAL SCHEDULE**

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

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

Facility: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_

Specification Section: \_\_\_\_\_

Work Activity: \_\_\_\_\_

Event	Scheduled Completion Date	Actual Completion Date	Calendar Days Required to Complete
1. Received by Contractor and Time for Checking			
2. First Delivered to University's Representative and Time for Checking			
3. Return to Contractor			
4. Corrections Completed and Time for Corrections			
5. Next Delivered to University's Representative and Time for Checking			
6. Return to Contractor			
7. Approval for Job Information			
8. Approval for Fabrication and Time for Fabrication			
9. Fabrication Completed			
10. Shipping Date and Time Enroute			
11. Delivery to Job			

**COST PROPOSAL**

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

Change Order Request No.: \_\_\_\_\_

University of California, UCANR

Scope of Change:

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

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary," (f) the attached form titled "Cost Breakdown for Supporting Documentation," and (g) the attached form titled "Labor Breakdown for Supporting Documentation." Items (f) and (g) listed above are optional and shall be completed as instructed.
2. Attach the forms titled "Supporting Documentation for the Cost Proposal Summary", "Cost Breakdown for Supporting Documentation," and "Labor Breakdown for Supporting Documentation", for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Article 7.3 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule): \_\_\_\_\_  
(Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total from line 18, col. 4 of Cost Proposal Summary): \$ \_\_\_\_\_

Refer to Article 7 of the General Conditions.

Submitted:

Received:

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

\_\_\_\_\_  
(University's Representative)

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

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

December 20, 2018

Cost Proposal LF:EX-CP

Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

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

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

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

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

COST PROPOSAL SUMMARY

Change Order Request No.: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

University of California, {Facility Name}

		(1)	(2)	(3)	(4)
		Contractor	1st Tier Subs	2nd & Lower Tier Subs	Total
ACTUAL COSTS	1. Straight Time Wages/Salaries - Labor				
	2. Fringe Benefits and Payroll Taxes - Labor				
	3. Overtime Wages/Salaries - Labor				
	4. Fringe Benefits and Payroll Taxes - Overtime				
	5. Materials and Consumable Items				
	6. Sales Taxes (On line 5)				
	7. Rental Charges				
	8. Royalties				
	9. Permits				
	10.Total Direct Expense (Sum of lines 1-9)				
CONTRACT-OR FEE	11. Insurance & Bonds (shall not exceed 2% of line 10)				
	12. Sub-Sub (15% of line 10; col. 3)				
	13. Subcontractor (5% of line 10; col. 3)				
	14. Subcontractor (15% of line 10; col. 2)				
	15. Contractor (5% of line 10; col. 2 & 3)				
	16. Contractor (15% of line 10; col. 1)				
TOTAL	17. Contractor Fee (Sum of lines 12-16)				
	18. Sum of lines 10, 11, & 17				

Actual Costs are taken from line 12 of the attached forms titled, "Supporting Documentation For the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work.

December 20, 2018

Cost Proposal LF:EX-CP

Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Contractor/Subcontractor Name: \_\_\_\_\_

Change Order Request No.: \_\_\_\_

Work Activity: \_\_\_\_\_

University of California, {Facility Name}

COST ITEM	DESCRIPTION	COST <sup>(1)</sup>
	1. Straight Time Wages/Salaries -- Labor	
	2. Fringe Benefits and Payroll Taxes -- Labor:      % of line 1	
	3. Overtime Wages/Salaries - Labor (Attach University Representative's written authorization)	
ACTUAL	4. Fringe Benefits and Payroll Taxes -- Overtime:      % of line 3	
COSTS	5. Materials and Consumable items	
	6. Sales Taxes:      % of line 5	
	7. Rental Charges (attach CalTrans' Schedule)	
	8. Royalties	
	9. Permits	
	10. Total Direct Expense -- sum of lines 1-9	
	11. Insurance and Bonds      % of line 10 (up to 2% of line 10)	
TOTAL	12. Sum of lines 10 and 11	

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Contractor's Company Name)

\_\_\_\_\_  
(Signature) <sup>(2)</sup>

\_\_\_\_\_  
(Signature) <sup>(3)</sup>

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

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

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

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

- Notes:
- (1) Round off all costs to the nearest dollar.
  - (2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the Work activity indicated above.
  - (3) If this form is signed by a Subcontractor, it shall be reviewed and signed by Contractor certifying the accuracy of the information.

Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

This form is optional. If used coordinate with optional (Grey highlighted) text of the Cost Proposal

COST BREAKDOWN FOR SUPPORTING DOCUMENTATION												
Change Order Request No. _____						JOB/CONTRACT NOS.: _____						
CONTRACTOR OR SUBCONTRACTOR NAME: _____												
DATE: _____												
ITEM NO.	DESCRIPTION	MATERIAL			LABOR			EQUIPMENT			TOTAL COST	
		AMT	UNIT COST	COST	HRS	LABOR RATE*	COST	HRS	EQ RATE	COST	ADD	DEDUCT
											PROPOSED COST	ORIG. BID COST
	Sales Tax											
	Total Cost											
TOTAL NET COST (sum of Total Cost column)												

December 20, 2018

Cost Proposal LF:EX-CP

This form is optional. If used coordinate with optional (Grey highlighted) text of the Cost Proposal

**LABOR RATE BREAKDOWN for SUPPORTING DOCUMENTATION**

CONTRACTOR/SUBCONTRACTOR \_\_\_\_\_ Date: \_\_\_\_\_

(1)\$ \_\_\_\_\_ BASIC HOURLY RATE for \_\_\_\_\_ CRAFT

\_\_\_\_\_ Prevailing Wage Employer Payments  
\_\_\_\_\_ HEALTH AND WELFARE  
\_\_\_\_\_ PENSION  
\_\_\_\_\_ VACATION/HOLIDAY  
\_\_\_\_\_ TRAINING

(2)\$ \_\_\_\_\_ Subtotal - Employer Payments

\_\_\_\_\_ Labor Burden paid by Employer  
\_\_\_\_\_ WORKERS COMP INSURANCE  
\_\_\_\_\_ STATE UNEMPLOYMENT (SUI)  
\_\_\_\_\_ FED UNEMPLOYMENT (FUI)  
\_\_\_\_\_ SOCIAL SECURITY (FICA)  
\_\_\_\_\_ MEDICARE (FMI)

(3)\$ \_\_\_\_\_ Subtotal - Burden

\$ \_\_\_\_\_ TOTAL LINES 1 +2 +3

*I certify the above information is true and correct*

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



Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

**FIELD ORDER**

University of California Facility:

FIELD ORDER NO. \_\_\_\_\_

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

Project Number: \_\_\_\_\_ Contract Date: \_\_\_\_\_

To Contractor: \_\_\_\_\_

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

DESCRIPTION OF WORK:

Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

Estimated Adjustment  
of Contract Sum:

Estimated Adjustment  
of Contract Time:

\_\_\_\_\_  
(Name of University's Representative - typed or printed)

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

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

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

\_\_\_\_\_  
(Name of University's Designated Administrator -typed or printed)

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

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

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

Note: If the Work described above constitutes a change, this Field Order will be superseded by a Change Order that will include the scope of the change in the Work and any actual adjustments of the Contract Sum and the Contract Time.

Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

**CHANGE ORDER**

University of California Facility:

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

Project Name:

Project Number: \_\_\_\_\_ Contract Date: \_\_\_\_

To Contractor:

Address:

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: \_\_\_\_\_

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**Master Builder's Risk Program**  
**Coverage Summary**

*This document summarizes the Builder's Risk policy and is not intended to reflect all the terms, conditions, or exclusions of such policy as of the effective date of coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy. The actual insurance policy defines all the terms, exclusions and conditions of coverage, and not this summary. Should any ambiguities or conflicts between the summary and policy exist, the policy terms and conditions will apply.*

*Some projects may be excluded and/or must be underwritten separately and may be subject to different rates, deductibles, and terms and conditions (see end of summary). **Therefore, this document should be used as a guideline only.***

**INSURANCE COMPANY:** Liberty Mutual Fire Insurance Company

**BEST'S RATING:** A XV

**NAMED INSURED:** Regents of the University of California

**INSURING AGREEMENT**

This Policy, subject to the Limit of Liability and the terms, conditions, and limitations contained herein or endorsed hereon, insures against all risks of direct physical loss or damage to Covered Property while at the construction site, stored off-site, or in the course of transit within this policy's territory and occurring during the period of insurance of this policy.

**LIMITS OF LIABILITY**

**SCHEDULE OF LIMITS**

This Company shall not be liable for more than the Limit of Liability, as stated in Confirmation of Coverage, in any one Occurrence for any one Insured Project, subject to the following limits and sublimits:

**MASTER POLICY LIMITS, BY CONSTRUCTION CLASS**

\$150,000,000 per project, per occurrence; except,  
\$ 25,000,000 per project, Joisted Masonry construction  
\$ 10,000,000 per project, Wood Frame construction

**NOTE:** *The total estimated construction cost is estimated through project completion and reported on the original Builder's Risk Insurance Application. This Limit of Liability will correspond with the total estimated construction cost as shown on the original Builder's Risk Insurance Application. If the construction costs should increase, the Limit of Liability should be subsequently increased, once advance notice has been given to Willis Towers Watson by the University's representative.*

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**KEY SUBLIMITS (Per Occurrence unless otherwise stated):**

1. \$10,000,000 for **Wood Frame Construction**
2. \$25,000,000 for **Joisted Masonry Construction**
3. \$25,000,000 as respects **Demolition and Increased Cost of Construction**
4. \$5,000,000 as respects **Expediting Expense, Contractor's Extra Expense**, General Conditions Expense / \$500,000 Owner's Extra Expense / \$100,000 Infrastructure Extra Expense
5. \$10,000,000 as respects **Temporary Offsite Location** (per location)
6. \$10,000,000 as respects **Transit** (Inland only)
7. \$15,000,000 as respects **Debris Removal**
8. \$1,000,000 as respects **Construction Documentation, Valuable Papers and Records**
9. \$5,000,000 as respects **Design Professional Fees**
10. \$1,000,000 as respects **Claims Preparation Expenses**
11. \$1,000,000 as respects **Crane Re-Erection Expense**
12. \$500,000 as respects **Scaffolding, Forms and Falsework Re-Erection Expense**
13. \$500,000 as respects **Pollution Cleanup and Decontamination** (Per project aggregate)
14. \$750,000 as respects **Fire Protection Equipment Refills**
15. \$500,000 as respects **Governmental Authority Protection Services**
16. \$500,000 as respects **Fungus, Wet Rot, Dry Rot or Bacteria**
17. \$2,000,000 as respects **Preservation of Property Protection Expense – 30 Days**
18. \$50,000 as respects **Reward Payment**
19. Included for 30 Days as respects **Hot Testing**
20. No sublimit as respects **Off Premises Service Interruption – Direct Damage**
21. No Sublimit as respects **Green/LEED Rating System**
22. No Sublimit for **Landscaping Materials**
23. No Sublimit as respects **Water Damage (Includes Frost, Freeze, Falling of Ice)**

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**TERMS AND CONDITIONS**

**NAMED INSURED**

The Regents of the University of California and all affiliated and subsidiary companies, corporations, ventures, partnerships or other organizations, all owned, controlled or managed by the Named Insured and all as now exist or may hereafter be constituted or acquired.

**ADDITIONAL INSUREDS**

Except noted above, this Policy recognizes owners, contractors, subcontractors of any tier, architects, engineers, and any other individual or entity, all as required by contract documents or subcontract documents executed with respect to the insured project prior to the date of loss or damage to covered property as an Additional Insured, and then only as to their respective financial interest in the coverage property.

Notwithstanding the foregoing sentence, architects, engineers, manufacturers and suppliers shall only be Additional Insureds with respect to their activities at the insured project location.

**ATTACHMENT/TERMINATION**

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2020 at 12:01AM and ends on September 1, 2023 at 12:01AM.

Coverage for each Insured Project declared under the Master Policy will go into effect and continue in full force and effect during the Coverage Period specified in the Confirmation of Coverage.

***NOTIFICATION OF COVERAGE/TERMINATION:*** *The Confirmation of Coverage period will correspond with the earliest estimated Notice to Proceed date for any construction phase and estimated Notice of Final Completion date as indicated on the original Builder's Risk Insurance Application. If construction is not completed on time and coverage beyond the previously reported estimated Notice of Final Completion date is required, prior notification must be given to Willis Towers Watson by the University Representative in order to ensure that coverage remains in force for the project.*

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**DEDUCTIBLES**

(Basis for determining deductible is the total project contract value for all construction phases, estimated through project completion.)

<b>Deductible</b>	<b>All Other Perils</b>	<b>Water Damage</b>
\$10,000	<ul style="list-style-type: none"> <li>• All ≤\$1,000,000 projects</li> <li>• &gt;\$1,000,000 and ≤\$25,000,000 Fire Resistive, Non-Combustible, Masonry Non- Combustible and Joisted Masonry projects</li> <li>• All Job Order Contracts (JOCs)</li> <li>• All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects</li> </ul>	<ul style="list-style-type: none"> <li>• All ≤\$1,000,000 projects</li> <li>• All Job Order Contracts (JOCs)</li> <li>• All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects</li> </ul>
\$25,000	<ul style="list-style-type: none"> <li>• All projects &gt;\$25,000,000</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;\$1,000,000 and ≤\$25,000,000 Fire Resistive, Non-Combustible, Masonry Non-Combustible and Joisted Masonry projects</li> </ul>
\$50,000	<ul style="list-style-type: none"> <li>• Wood Frame projects &gt;\$1,000,000 and ≤\$10,000,000</li> </ul>	<ul style="list-style-type: none"> <li>• All projects &gt;\$25,000,000 and ≤\$50,000,000</li> </ul>
\$75,000		<ul style="list-style-type: none"> <li>• All projects &gt;\$50,000,000 and ≤\$150,000,000</li> </ul>
\$100,000		<ul style="list-style-type: none"> <li>• Wood Frame projects &gt;\$1,000,000 and ≤\$10,000,000</li> </ul>

**NOTE:** The contractor shall be responsible for the deductibles.



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**KEY EXCLUSIONS**

**KEY PROPERTY NOT COVERED**

Covered property does not include:

1. Land and land values and the value of cut, fill and backfill materials existing at the location of the insured project prior to project commencement. However, the following are covered to the extent identified in the contract documents and included in the Total Project Value:
  - Fill and backfill materials purchased for use in the completion of the insured project; and
  - Labor and material charges incurred to excavate land and to move, remove, place or otherwise handle cut, fill and backfill materials, whether such materials are insured or uninsured.
2. Any part of contractor's equipment including, tools, machinery, hoists, jacks, lifts, cranes or property of similar kind not intended to become a permanent part of the insured project;
3. Vehicles and equipment licensed for highway use, rolling stock, aircraft or watercraft;
4. Water, other than water that is contained within any enclosed tank, piping system, or any other processing equipment; standing timber including undisturbed natural wooded areas; growing crops; or animals;
5. Accounts, bills, currency, stamps, evidence of debts, checks, money, securities, precious metals, precious stones or other property of a similar nature;
6. Existing real property;
7. Property at a project site that stores, processes, handles or makes use of radioactive materials; however, this does not apply to project site making use of radioactive isotopes contained within equipment used for diagnostic or testing purposes;
8. Roadways, sidewalks or other paved or concrete surfaces at the project site that existed prior to the beginning of the Insured project;
9. Contraband or property in the course of illegal transportation or trade; or
10. Overhead transmission, distribution or communications lines, and their supporting structures, except to the extent identified in the contract documents and included in the total estimated construction cost.

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**KEY EXCLUDED CAUSES OF LOSS**

1. This policy will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, even if such other cause or event would otherwise be covered. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

**a. Governmental Action**

Seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority.

This exclusion does not apply to seizure or destruction of property by order of governmental authority taken at the time of a fire to prevent its spread.

**b. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused, except as provided under Section E., Coverage Extensions, Radioactive Contamination. But if Nuclear reaction or radiation, or radioactive contamination results in fire, this policy will pay for the direct loss or damage caused by that fire.

**c. Ordinance or Law**

(1) The enforcement of or compliance with any ordinance or law:

- (a) Regulating the construction, use or repair of any property; or
- (b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion applies whether the loss or damage results from:

- (a) An ordinance or law that is enforced even if the property has not been damage; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

This exclusion applies, except as provided under Section E., Coverage Extension, Ordinance or Law.

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**d. War and Military Action**

War and military action, meaning:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

**2. We will not pay for:**

**a. Consequential Loss**

Loss, damage, cost or expense caused by, resulting from, or attributable to any of the following:

- (1) Loss of market or loss of use;
- (2) Liquidated damages, performances penalties or penalties for non-completion, except as provided under Section E., Coverage Extensions, Contract Penalties;
- (3) Non-Compliance with contract conditions;
- (4) Delay in completion of construction, except as provided under Time Element coverage, if endorsed to this Policy; or
- (5) Re-Sequencing or inefficiencies of construction activities.

**b. Cracking and Settling**

Loss or damage caused by, resulting from or attributable to normal or expected subsidence, settling, cracking, expansion, contraction or shrinkage of walls, floors, ceilings, buildings, foundations, patios, walkways, driveways or pavements.

But if loss or damage caused by a covered cause of loss results, we will pay for the resulting loss or damage caused by that covered cause of loss.

**c. Disappearance or Shortage**

Missing property when the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.

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**d. Dishonest Acts**

Loss or damage caused by or resulting from fraudulent, dishonest or criminal acts of any Insured or any of the Insured's partners, officers, directors, trustees, managers, employees (including leased or temporary employees) or others to whom the property is entrusted, except as provided under Section E., Coverage Extensions, Dishonest Acts.

This exclusion does not apply to:

- (1) Acts of destruction committed by the Insured's employees (including leased or temporary employees); or
- (2) Covered property in the custody of any carrier for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons, or whether such acts occur during the hours of employment.

**e. Electronic Vandalism, Defects or Errors**

Loss or damage to electronic hardware, software, programs or data caused by or resulting from:

- (1) Computer virus;
- (2) Willful or malicious electronic alteration, manipulation, tampering, or destruction by authorized or unauthorized users;
- (3) Failure, malfunction, deficiency, deletion, errors, or omissions in:
  - (a) Programming;
  - (b) Instructions to a machine; or
  - (c) Installation or maintenance of electronic hardware; or
- (4) Mysterious disappearance of code;

Except as provided by Section E. Coverage Extensions, Electronic Vandalism.

But if loss or damage caused by a specified cause of loss results, this policy will pay for the resulting loss or damage caused by that specified cause of loss.

**f. Expected, Preventable or Accumulated Losses**

Loss or damage caused by or resulting from wear and tear, deterioration, inherent vice, hidden or latent defect, corrosion, rust or dampness or dryness of the atmosphere.

But if loss or damage caused by a covered cause of loss results, this policy will pay for the resulting loss or damage caused by that covered cause of loss.

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**g. Faulty, Inadequate or Defective Workmanship or Design**

Loss, damage, cost or expense caused by or resulting from faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
- (3) Materials used in repair, construction, renovation, remodeling, grading or compaction; or
- (4) Maintenance;

Of part or all of any property on or off the project site described in the Declarations.

But if loss or damage caused by a covered cause of loss results, this policy will pay for the resulting loss or damage caused by that covered cause of loss. However, in no event this policy will pay for the covered property that was faulty or defective; the costs or expense to improve or redesign the original materials; supplies, designs, plans or specifications; or to improve workmanship.

The mere existence of any faulty, inadequate or defective conditions listed in paragraphs g. (1). Through g. (4)., above is not direct physical loss or damage.

**h. Fines or Penalties**

Fines or penalties imposed on the Insured at the order of any government agency, court or other authority.

**i. Fungus, Wet Rot, Dry Rot or Bacteria**

Loss or damage consisting of, directly or indirectly caused by, contributed to or aggravated by the presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria, including any expense to remediate the presence or effects of any of the foregoing.

But if Fungus, wet or dry or bacteria result in a covered cause of loss, this policy will pay for the loss or damage caused by that covered cause of loss.

This exclusion does not apply:

- (1) When fungus, wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided under Section E., Coverage Extensions, Fungus, Wet Rot, Dry Rot or Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

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**j. Pollutants**

Loss, damage, cost or expense caused by or resulting from the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants, unless the discharge, dispersal, seepage, migration, release, or escape is directly caused by a specified cause of loss.

But if the discharge, dispersal, seepage, migration, release, or escape of pollutants results in a specified cause of loss, this policy will pay for the loss or damage caused by that specified cause of loss.

This policy will also not pay for loss, damage, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that requires any Insured or others to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants.

**k. Landscaping Materials**

Insurance Company will not pay for direct physical loss or damage to landscaping materials caused by or resulting from:

- a. Infestation, disease, freezing, drought, lack of moisture, hail or weight of ice or snow; or
- b. Insects, vermin, rodents or animals.

**l. Terrorism:** Coverage has not been endorsed to this policy.

**m. Damage to Existing Property:** Coverage has not been endorsed to this policy.

**n. Delay in Completion:** Coverage has not been endorsed to this policy.

**o. Earth Movement –** Coverage has not been endorsed to this policy.

**p. Flood –** Coverage has not been endorsed to this policy.

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**SELECT EXTENSIONS OF COVERAGE**

**1. Expediting and Contractor's Extra Expense**

- a. In the event of direct physical loss or damage to covered property caused by or resulting from a covered cause of loss, this Company will pay for the reasonable and necessary:

- (1) Expediting expenses, including:

- (a) Wages for overtime, night work, and work on public holidays;
- (b) Extra costs of express freight or other rapid means of transportation; and
- (c) Extra costs of rental equipment;

Which are necessary to make temporary repairs or to expedite the permanent repair or replacement of the covered property sustaining such loss or damage;

- (2) Owner's Extra Expense; and

- (3) Contractor's extra expense and general conditions expense in excess of the total expense that would normally have been incurred during the period of time required to repair or replace covered property with reasonable speed and similar quality for the purpose of continuing the scheduled progress of undamaged work, and only to the extent such expenses are necessary to continue as nearly as practicable the normal operation of the work in progress.

**2. Demolition and Increased Cost of Construction**

- a. In the event of direct physical loss or damage caused by a covered cause of loss to a building or structure that is covered property, the Company will pay for the:

- (1) Cost to demolish and clear the project site of the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that required demolition of such undamaged property;
- (2) Cost for recycling debris from the undamaged portion of the constructed, erected or installed covered property at a recycling facility, including the associated transportation costs, when those costs are incurred as a result of the demolition of the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property;
- (3) Increase costs incurred by the Insured to repair, rebuild or replace the damaged and undamaged portions of that covered property for the same intended use as per the written contract in place at the time of direct physical loss or damage when the increased cost is a consequence of a requirement to comply with the minimum standards of an ordinance or law; and

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- (4) Loss to the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Any income generated from debris recycling will reduce the Company loss payment.

- b. We will not pay under this Ordinance or Law Coverage Extension for:

- (1) Costs associated with the enforcement of any ordinance or law which required any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants, fungus, wet rot, dry rot or bacteria;
- (2) Enforcement of any ordinance or law which required the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria; or
- (3) Costs to comply with any ordinance or law that was required to be complied with in the absence of the loss or damage.

**3. Preservation of Property Protection Expense**

- a. If in the event of actual or imminent physical loss or damage to covered property caused by a covered cause of loss, this policy will pay for the reasonable and necessary expenses incurred by the Insured to protect the covered property by:
  - (1) Removing it from the project site or a temporary offsite location;
  - (2) Storing it away from the project site or a temporary offsite location for up to the number of days shown in the Builder's Risk Coverage Extensions Supplemental Declarations from the date it was first moved; and
  - (3) Returning it to the project site or temporary offsite location after the threat of actual or imminent loss or damage has passed.
- b. This policy will reimburse the Insured for the reasonable and necessary expenses to protect covered property at the project site or temporary offsite location from actual or imminent physical loss or damage from fire, named storm or flood that has been forecast by the National Weather Service or the U.S. Army Corps of Engineers, but only if coverage is provided under this Policy for that cause of loss.

The Insured must keep a record of the expenses incurred.

No Deductible applies to this Coverage Extension.



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**4. Construction Documentation, Valuable Papers and Records**

Subject to the stated sublimit, this Policy is extended to cover direct physical loss or damage to construction documentation, valuable papers, and records caused by a covered cause of loss.

This Company will value construction documentation, valuable papers, and records at the full cost necessary to research and reproduce the lost construction documentation, valuable papers, and records, plus the cost of the blank materials on which it resides. However, this company will only pay for costs of research and reproduction if the Insured reproduces the construction documentation, valuable papers, and records.

**5. Crane Re-Erection Expense**

If a tower or pole crane is lost or damaged by a covered cause of loss at the project site, this policy will pay the reasonable and necessary costs incurred by the Insured to re-erect a tower or pole crane necessary to complete the insured project. However, this policy will not cover any loss or damage to the tower or pole crane itself, unless such tower or pole crane is scheduled on a Contractor's Equipment Coverage endorsement, attached to this Policy.

**6. Scaffolding, Forms or Falsework Re-Erection Expense**

If scaffolding, forms or falsework covered under this policy is lost or damaged by a covered cause of loss at the project site, the Insurance Company will pay the reasonable and necessary costs incurred by the insured to re-erect scaffolding, forms or falsework necessary to complete the insured project.

**7. Debris Removal**

Subject to the Sublimit of Liability, in the event of direct physical loss or damage by a covered cause of loss occurs to covered property, this policy will pay:

- a. The cost the Insured incurs to demolish, clear and remove debris of covered property, including such property while in transit or at a temporary offsite location; and
- b. The reasonable and necessary expense incurred by the Insured for:
  - (1) Recycling debris of covered property at a recycling facility, including the associated transportation costs; and
  - (2) Removing debris of uncovered property from the project site.

The expenses will be paid only if reported to the Company in writing within three hundred sixty-five (365) days of the date of loss or damage.

Any income generated from debris recycling will reduce the Company loss payment

In no event will there be coverage under this Debris Removal Coverage Extension for any costs to:

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- (1) Extract pollutants from land, water or debris;
- (2) Remove, restore, or replace polluted land or water; or
- (3) Transport, store, decontaminate or recycle contaminated debris.

**8. Design Professional Fees**

Subject to the stated sublimit, this policy will reimburse the first Named Insured for reasonable and necessary expenses incurred for design professional services to repair, rebuild or replace the lost or damage covered property to the original design, if it has been damaged by a covered cause of loss.

**9. Claims Preparation Expense**

This Company will reimburse you for the reasonable and necessary claim preparation expenses you incur in preparing claim information, when it's required, for the purpose of determining the amount of loss or damage prior to finalizing a claim adjustment.

- a. Claim preparation expense means the expenses incurred by the Insured for only the following:
  - (1) The Insured's employees to produce or certify any particulars or details contained within the Insured's books or documents, or such other proofs, information or evidence required by us;
  - (2) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and
  - (3) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.
- b. Claim preparation expense does not mean the expenses incurred for:
  - (1) Negotiating or presenting any claim that we have disputed or denied;
  - (2) Attorneys, public adjusters, loss appraisers or loss consultants or their affiliates;
  - (3) Examinations under oath, even if requested by this Company
  - (4) Travel; or
  - (5) Insurance brokers or insurance agents, or their affiliates, without our written consent prior to such expenses being incurred.

This Coverage extension does not apply until a claim for covered loss or damage to covered property has been submitted to and accepted by the Insurance Company. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Coverage Extension.

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**10. Fungus, Wet Rot, Dry Rot or Bacteria**

If fungus, wet rot, dry rot or bacteria is caused by or results from a covered cause of loss, other than fire or lightning, this Company will pay for:

- a. Direct physical loss or damage to covered property at the project site or a temporary offsite location caused by or resulting from fungus, wet rot, dry rot or bacteria, including the cost of removal of the fungus, wet rot, dry rot or bacteria; and
- b. The reasonable and necessary expenses to:
  - (1) Test for, monitor or assess the existence, concentration or effects of fungus, wet rot, dry rot or bacteria;
  - (2) Tear out and replace any part of covered property needed to gain access to the fungus, wet rot, dry rot or bacteria; and
  - (3) Clean up, remove or remediate fungus, wet rot, dry rot or bacteria.

The coverage described in paragraphs 9.a and 9.b, of this Coverage Extension only applies if the Insured takes all reasonable steps to save and preserve property from further loss or damage at the time of, and after the discovery of the fungus, wet rot, dry rot or bacteria.

If there is covered loss or damage to covered property, not caused by fungus, wet rot, dry rot or bacteria loss payment will not be limited by the terms of this Coverage Extension, except to the extent that fungus, wet rot, dry rot or bacteria, causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Coverage Extension. The most this Company will pay under this Coverage Extension is the Sub-Limit of Liability shown for Fungus, Wet Rot, Dry Rot or Bacteria. This is the most we will pay for the total of all loss or damage under this Coverage Extension, even if the fungus, wet rot, dry rot or bacteria continues to be present or active, or recurs, in a later Policy Term.

**11. Governmental Authority Protection Service Charges**

When the fire department, policy department or other governmental authority is called to save or protect covered property from a covered cause of loss at the project site or a temporary offsite location, this policy will pay the Insured's liability for service charges assessed that are:

- A. Assumed by written contract or written agreement prior to loss or damage; or
- B. Required by local ordinance, law or statute.

This policy will also pay for those costs incurred by the Insured's fire brigade to save or protect covered property from fire, but not including the costs to refill fire protective equipment.

The most this policy will pay for this Coverage Extension in any one occurrence, regardless of the number of responding departments or authorities or number of services performed, is the Sub-Limit of Liability shown for Government Authority Protection Service Charges.

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No Deductible applies to this Coverage Extension.

**12. Fire Protection Equipment Refills**

Insurance Company will pay the reasonable and necessary costs the Insured incurs to refill fire protection equipment which has been discharged accidentally or in the course of saving or protecting covered property from a covered cause of loss.

**13. Pollutant Clean-Up and Decontamination**

- a. This policy will pay the reasonable and necessary costs incurred by you to extract pollutants from land or water at the project site or a temporary offsite location if the discharge, dispersal, seepage, migration, release or escape of pollutants is directly caused by a covered cause of loss.
- b. When required by ordinance, law or regulation in effect at the time of loss or damage, this policy will pay the reasonable and necessary costs incurred by you to extract pollutants from debris at the project site or a temporary offsite location if the discharge, dispersal, seepage, migration, release or escape of pollutants is directly caused by a covered cause of loss.
- c. When paragraph a. above applies, this policy will also pay the Insured's reasonable and necessary costs incurred for:
  - (1) Restoring or replacing that contaminated land or water; and
  - (2) Testing performed in the course of extracting those pollutants from the land or water.
- d. When paragraph b. above applies, this policy will also pay the Insured's reasonable and necessary costs incurred for transporting that contaminated debris to a temporary storage or decontamination facility.

These costs will be paid only if they are reported to the Insurance Company in writing within one hundred eighty (180) days of the date on which the covered cause of loss occurs.

This Coverage Extension does not apply to any other costs to test for, monitor or assess the existence, concentration or effects of pollutants.

**14. Prevention of Access**

**Civil Authority / Ingress or Egress**

The Insurance Company will pay for the reasonable and necessary contractor's extra expense, owner's extra expense and general conditions expense incurred by the insured, in excess of the total expense that would normally have been incurred during the same period of time had no loss or damage occurred, for the purpose of continuing the scheduled progress of undamaged work, but only to the extent such expenses are necessary to continue as nearly as practicable the normal operation of the work in progress.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**Master Builder's Risk Program**  
**Coverage Summary**

**Civil Authority**

When an order of civil authority restricts or prohibits access to the project site in response to direct physical loss or damage caused by a covered cause of loss to property not insured under this policy and located within 2-miles of the project site. Coverage begins 72-hours after the time of direct physical loss or damaged caused by a covered cause of loss.

**Ingress or Egress Coverage**

When ingress or egress to the project site by suppliers, contractors, or employees is physically obstructed due to direct physical loss or damage caused by a covered cause of loss to property not insured under this policy and located within 2-miles of the project site. Coverage begins 72-hours after the time of direct physical loss or damaged caused by a covered cause of loss.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**Master Builder's Risk Program**  
**Coverage Summary**

**SELECTED GENERAL CONDITIONS**

**1. REQUIREMENTS IN CASE OF LOSS**

In the event of loss or damage to Insured Property the Insured shall:

- A. Notify the police if a law may have been broken
- B. Give Insurance Company prompt notice of the loss or damage. Include a description of the property involved.
- C. As soon as possible, give the Insurance Company a description of how, when and where the loss or damage occurred.
- D. Take all reasonable steps to protect the Covered Property from further damage.
- E. Not voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- F. Permit the Insurance Company to inspect the property.
- G. Submit to examinations under oath about any matter relating to this insurance of the claim.
- H. Send the Insurance Company a signed, sworn proof of loss containing the information they request to settle the claim, within 60-days after the Insurance Company's request.
- I. Immediately send the Insurance Company copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- J. Cooperate with the Insurance Company in the investigation or settlement of the claim.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**Master Builder's Risk Program**  
**Coverage Summary**

**2. VALUATION**

1. Except as provided in paragraphs 2., 3., and 4., below, the cost to repair, rebuild or replace covered property by the Insured as the time of direct physical loss or damage will be based on the following:
  - A. Direct payroll cost for labor directly chargeable and related to the repair, rebuild or replacement of the damaged covered property;
  - B. Contractors' profit, overhead charges and construction management fees as included in the original contract, or in any subsequent change order contract, as applicable;
  - C. Expenses for the dismantling, transportation and reassembly of damaged covered property;
  - D. General conditions expense; and
  - E. Property under construction at the Insured's cost.

For a green building, the valuation will include applicable green standards in force at the time of loss or damage in the cost to repair, rebuild or replace the lost or damaged green building. If applicable green standards, or equivalent standards, are not available, this policy will replace the lost or damaged green building with construction materials and equipment of like kind and quality.

2. Property under construction owned by others at the lesser of the following:
  - a. The cost to repair, rebuild or replace property under construction at the time of direct physical loss or damage with materials of like kind and quality; or
  - b. The amount the Insured is legally obligated to pay for direct physical loss or damage by reason of the Insured's assumption of liability for such loss or damage in written agreement executed prior to the loss or damage of that property.
3. Property under construction owned by the Insured that was refurbished, reconditioned or recertified, at the lesser of the cost to repair or replace the property under construction or the price which that property might be expected to realize if offered for sale in a fair market on the date of loss or damage.
4. Landscaping materials at the cost to repair or replace landscaping materials at the time of direct physical loss or damage with readily available commercial nursery stock.
5. Office contents, other than the contents of construction trailers, at a temporary offsite location, at the cost to repair or replace the covered property at the time of direct physical loss or damage with similar property intended to perform the same function. Office contents not replaced will be valued at actual cash value, at the time and place of loss or damage.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**Master Builder's Risk Program**  
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Insurance provided for office contents while at a temporary offsite location, is excess over any other valid and collectible insurance available to the owner of such property.

6. Property in transit at the invoice cost of the lost or damage covered property plus accrued shipping charges less shipper's liability, if any.

**3. INCREASED HAZARD**

If the circumstances in which this insurance was entered into are altered, or if the risk materially increases, the Insured shall give notice in writing to the Insurance Company within thirty (30) days of the Insured's knowledge of the same.

**4. OTHER INSURANCE**

1. This insurance is primary, except when paragraphs 2., 3., or 4, below apply.
2. This insurance is excess over any underlying insurance, including any insurance that you purchased for all or any part of a Deductible in this Policy. The existence of underlying insurance shall not prejudice the Insured's rights under this Policy. The Deductible and any amount paid under such underlying insurance will apply to the applicable Deductible under this policy.
3. To the extent others are responsible for loss of or damage to covered property while in transit under terms Free on Board, this insurance will be excess insurance and will not contribute with such other insurance.
4. If there is other insurance, whether purchased by the Insured or others, subject to the same plan, terms, conditions and provisions as the insurance provided under this Policy, the Company will pay their share of the covered loss or damage. The company share is the proportion that the applicable Limit of Liability or Sub-Limit of Liability under this Policy bears to the sum of all the Limits of Liability or Sub-Limits of Liability covering on the same basis.

Insured can purchase excess insurance commencing on or after the inception of this Policy that is specifically excess over the Limit of Liability or Sub-Limits of Liability under this policy without prejudice to this Policy. The existence of such insurance shall not reduce any liability under this policy.

**5. PERMISSION TO OCCUPY IS GRANTED**



**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**Master Builder's Risk Program**  
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**SELECTED DEFINITIONS**

The following terms have been defined in the policy – the policy definitions will be applied in the event of a loss.

**1. FLOOD:**

Flood means:

- (1) Surface waters; rising waters; storm surge; wave wash; waves; tsunami; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not;
- (2) Water or other material that backs up or overflows from any sewer, septic tank, sump or drain resulting *from any of the foregoing*; or
- (3) Mudslide or mudflow caused by or resulting from surface water, runoff or accumulation of water on or under the ground;

Regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss.

Loss or damage from flood associated with a storm or weather disturbance whether or not identified by name by any meteorological authority is considered to be flood within the terms of this Policy. However, physical loss or damage, from fire, explosion, theft or sprinkler leakage caused by flood will not be considered to be loss by flood within the terms and conditions of this Policy.

**2. POLLUTANTS:**

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, lead, asbestos, PCB's, petroleum products, silica, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**3. EARTH MOVEMENT:**

- a. Earth movement means earthquake, landslide, subsidence or earth sinking (other than sinkhole collapse), rising or shifting of the earth, avalanche, whether natural or man-made, or volcanic eruption; regardless of any other cause or event contributing concurrently or in any other sequence of loss.

However, physical loss or damage, , from fire, explosion, theft, sprinkler leakage, or flood caused by earth movement will not be considered to be loss by earth movement within the terms and conditions of this Policy.

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**Master Builder's Risk Program**  
**Coverage Summary**

**4. OCCURRENCE:**

Means all loss or damage attributable directly or indirectly to one (1) cause or series of similar causes. All such loss or damage will be added together and the total loss or damage will be treated as one (1) occurrence.

Unless otherwise amended by an endorsement attached to this Policy:

- a. All loss or damage resulting from a continuous flood event, irrespective of the amount of time or area over which such loss or damage occurs, will be considered a single occurrence.

All loss or damage from earth movement or named storm within the time period specified in the Occurrence Time Specifications shown on the Declarations will be considered a single occurrence. The first Named Insured may elect the point in time when the time period specified in the Occurrence Time Specifications begins.

An occurrence that commences during the Policy term will not be limited by the expiration of this Policy.

**5. WATER DAMAGE:**

All water damage excluding flood, however caused, whether by natural event or manmade, including but not limited to interior water damage, damage due to water from pipe breakage or sprinkler leakage, damage from rainfall and/or resulting runoff; all whether wind driven or not.

**6. TESTING:**

**COLD TESTING** - means testing, exclusive of Hot Testing as defined in this Policy, including but not limited to electrical, mechanical, hydraulic, hydrostatic and pneumatic testing and includes the testing of systems and equipment that are intended to service a building, such as boilers, chillers, pumps and similar equipment.

**HOT TESTING** – means the testing of machinery or equipment that will be used in manufacturing, processing or power generation operations, when such machinery or equipment involves the use of feedstock, fuel, catalysts or similar materials, for the purpose of simulating load, operating or production conditions to train personnel or to verify the machinery or equipment functions according to the design specifications. Hot testing does not mean electrical, mechanical, hydraulic, hydrostatic or pneumatic testing, including the startup and testing of systems and equipment that are intended to service a building, including boilers, chillers, pumps, and similar equipment.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**Master Builder's Risk Program**  
**Coverage Summary**

**EXCLUDED PROJECT TYPES**

Examples of projects that may require separate underwriting, including (but not limited to):

<ul style="list-style-type: none"><li>• Wood Frame construction where the values are estimated to exceed \$10,000,000 by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Joisted Masonry construction where values are estimated to exceed \$25,000,000 by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Any Fire Resistive; Non-Combustible; or Masonry Non-Combustible construction where the values are estimated to exceed \$100,000,000 by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Structural / Seismic Renovation construction where the values are estimated to exceed \$50,000,000 by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Power generation, Utility plants, Co-Generation facilities, Waste water and Waste treatment facilities, etc.</li></ul>
<ul style="list-style-type: none"><li>• Stadiums</li></ul>
<ul style="list-style-type: none"><li>• Bridges</li></ul>
<ul style="list-style-type: none"><li>• Cleanroom construction (both new and renovation) of any size</li></ul>
<ul style="list-style-type: none"><li>• Directional drilling</li></ul>
<ul style="list-style-type: none"><li>• Gas turbines</li></ul>
<ul style="list-style-type: none"><li>• Any project involving prototypical design or the use of unproven technology</li></ul>
<ul style="list-style-type: none"><li>• Any project with hot-testing where the values are estimated to exceed \$100,000,000 by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Projects with any other Construction Type, beyond Fire Resistive; Non-Combustible; Masonry Non-Combustible; Joisted Masonry; or Wood Frame, that are constructed of non-combustible materials or fire-resistive materials having a fire resistant rating of less than two hours</li></ul>

EXHIBIT

**CONFIRMATION OF CERTIFICATION**

For the Contractor and each Subcontractor indicated on the Report of Subcontractor Information, the following must be completed.

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,

Project Name: Livestock springs  
Hopland Research & Extension Center

Project Number: 7264-B HREC

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)

# EXHIBIT REPORT OF SUBCONTRACTOR INFORMATION

Sheet No. 1 of 1

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

1	2A	2B	3	4	5	6	7		8				
Full Name of Business	Portion of the Work	Dollar Amt	Street Address City, State & ZIP	Tel No / FAX No	Contact Name	Type of Owner- ship	License Info**		Business categories* (Check <u>all</u> categories that apply)				
							License Classification**	License No.**	SBE*	DBE*	WBE*	DVBE*	N/A
(GC)			*										
(Sub 1)													
(Sub 2)													
(Sub 3)													
						Column 6 – Type of Ownership			Column 8 - Business Categories				
						SP = Sole Proprietorship P = Partnership C = Corporation JV = Joint Venture O = Other			SBE = Small Business Enterprise DBE = Disadvantaged Business Enterprise WBE = Woman Business Enterprise DVBE = Disabled Veteran Business Enterprise				

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

\*\* List only those License Classification and Numbers relevant to this project.

Project Number: 7264-B HREC

EXHIBIT  
**FINAL DISTRIBUTION OF CONTRACT DOLLARS**

1                      1

Sheet No. \_\_\_\_\_ of \_\_\_\_\_

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	5					6	
Full Name of Business	Street Address, City, State and ZIP	Tel No / FAX No	Contact Name	Business categories					Contract Dollars	
				SBE*	DBE*	WBE*	DVBE*	N/A	Amount (\$)	Percent (%)
(GC)		*		0	0	0	0	0		0%
(Sub 1)				0	0	0	0	0		0%
(Sub 2)				0	0	0	0	0		0%
(Sub 3)				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
Total Contract Amount = { \$1,000.00 }		Column 6 - Business Categories SBE = Small Business Enterprise DBE = Disadvantaged Business Enterprise WBE = Woman Business Enterprise DVBE = Disabled Veteran Business Enterprise							<b>SUBTOTALS</b> \$0 \$0 \$0 \$0 \$0	

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

**\*\*Refer to the Report of Subcontractor Information for license and other information.**

May 1, 2006 (PDF 5/05/06)

Revision: 1

LF:EXFDCD

Exhibit  
Final Distribution of Contract Dollars

**EXHIBIT  
CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

Contractor: \_\_\_\_\_

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

Date of Issuance: \_\_\_\_\_

The Work has been reviewed and the date of Substantial Completion is hereby established as of the date of issuance above.

A Certificate of Occupancy has been issued by the University's Building Official {NAME} on {MONTH} {DAY}, {YEAR}.

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, Contractor is notified as follows:

1. Without limitation of Contractor's obligation to fully complete the Work within the Contract Time, Contractor shall complete or correct the Work on the list of items attached hereto within {NUMBER} days from the date of Substantial Completion.
2. University will be responsible for {INSERT "NONE" OR STATE ANY UNIVERSITY RESPONSIBILITIES AFTER SUBSTANTIAL COMPLETION: security, maintenance, utilities (e.g. water, sewer, electrical, gas, etc.)}
3. Contractor shall be responsible for all Contract requirements except items or responsibilities of University set forth in Paragraph 2 above.
4. List of items to be completed or corrected: {INSERT "SEE ATTACHED LIST" OR IDENTIFY ITEMS TO BE COMPLETED/CORRECTED}

**UNIVERSITY'S REPRESENTATIVE:**

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

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

\_\_\_\_\_  
(Typed or Printed Name)

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

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

**UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

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

\_\_\_\_\_  
(Typed or Printed Name)

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

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

cc: Office of Risk Management



**EXHIBIT**

**GENERAL CONTRACTOR CLAIM CERTIFICATION**

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The Claim to which this certification is attached is made in good faith.
2. Amounts claimed for costs, expenses and damages incurred by Contractor are accurate and complete. Supporting data for amounts incurred by Contractor is accurate and complete. Any such supporting data, including any such new amounts, submitted after the execution of this certification, will be accurate and complete.
3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted by Contractor on behalf of any and all subcontractors or suppliers, of all tiers, or any person or entity under Contractor, are accurate and complete. Contractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.
4. The amount requested accurately reflects the adjustment of the Contract Sum for which the Contractor believes the University is liable.
5. Attached hereto is a certification that has been executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the claim to which this certification is attached.
6. I am duly authorized to certify the Claim on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed at:  
\_\_\_\_\_ (Name of City if within a City, otherwise Name of County), in the  
State of \_\_\_\_\_, on \_\_\_\_\_.  
(State) (Date)

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

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

\_\_\_\_\_  
(Name of Contractor)

**EXHIBIT**

**SUBCONTRACTOR CLAIM CERTIFICATION**

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.
2. Amounts claimed for costs, expenses and damages incurred by the Subcontractor are accurate and complete. Supporting data for amounts incurred by the Subcontractor is accurate and complete. Any such supporting data, including any such new amounts, submitted to Contractor after the execution of this certification, will be accurate and complete.
3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted to Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.
4. The amount requested accurately reflects the amount for which the Subcontractor believes the University is liable to Contractor.
5. I am duly authorized to certify the Claim on behalf of the Subcontractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed at:

\_\_\_\_\_(Name of City if within a City, otherwise Name of County), in the  
State of \_\_\_\_\_, on \_\_\_\_\_.  
(State) (Date)

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

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

\_\_\_\_\_  
(Name of Subcontractor)

## NOTICE OF COMPLETION, UNIVERSITY OWNS LAND AND IMPROVEMENTS

WHEN RECORDED, MAIL TO:

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

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Work on the {Insert Project Name} Project was completed. The name of the owner is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "The Regents." The address of The Regents is University of California, Office of the President, 1111 Franklin St. 6th Floor, Oakland, California, 94607-5200. The Regents is the owner in fee simple of the real property commonly known as: {Building name, if any}, {Building number i.e. CAAN}, {Names of streets abutting project, if any, and street address, if any}, {Facility name e.g. campus, laboratory, etc.}, {City in which project is located}, {County in which project is located} and of all improvements and buildings thereon including the above-named Project. The name of the original Contractor is: {Insert name of original Contractor}.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

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

I, \_\_\_\_\_, say that I am the \_\_\_\_\_ of the {Facility} of the University of California, and as such, make this verification on behalf of The Regents, a corporation; and that I have read the above Notice of Completion and know the contents thereof and that the facts stated therein are true. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

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

*(Note: See attached optional Notary Acknowledgment)*

*Note: California Civil Code section 9208 provides that a Notice of Completion in the form required by Civil Code secs. 8100-8118, 8182 "shall be accepted by the recorder for recording and is deemed duly recorded without acknowledgment." Nevertheless, clerks in the county recorder's office may be unused to accepting any document without an acknowledgment, so it may be easier to have the document acknowledged, even though unnecessary.*

STATE OF CALIFORNIA   )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, my hand and official seal.

\_\_\_\_\_  
Signature

My Commission expires: \_\_\_\_\_

SPECIFICATIONS

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SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

Provide all labor, materials, equipment, tools, transportation, bonds, and insurance to reconstruct 6 livestock springs with all related items across the site; the locations are approximate in the attached site plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 11 00

SECTION 01 12 00 MULTIPLE CONTRACT SUMMARY (NOT USED)

SECTION 01 14 00 WORK RESTRICTIONS

PART 1 - GENERAL

1.1 WORK HOURS

- A. No Work shall be done outside of standard Monday through Friday 7:00 A.M. to 5:00 P.M. working hours, on holidays or weekends unless prior written approval has been obtained from the UC ANR's Representative.
- B. The University's holidays for 2025 are:

Labor Day	Monday, September 1, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025
Day after Thanksgiving	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025
Christmas Day	Thursday, December 25, 2025

1.2 WORK SEQUENCE

- A. Upon Notice to Proceed, coordinate with UC ANR for construction scheduling and access to the various sites.

1.3 CONTRACTOR'S USE OF PROJECT SITE Use of the Project site for the Work and storage is restricted to the areas designated on the Drawings and those roads needed to access the designated work areas. The Project site will be available for access at all times during working hours as listed above in 1.1.

1.4 SUBSTANTIAL COMPLETION

- A. Substantial Completion shall be applicable to the entire Work.

1.5 PROTECTION OF PERSONNEL

- A. The Contractor will be notified of UC ANR personnel required to be at or near the work site.

1.6 WORK SITE DECORUM

- A. Control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with UC ANR students, staff, or other individuals visiting or using the Hopland REC location. Without limitation, unwanted interaction by Contractor's employees includes whistling at or initiating conversations with passersby. In the event that any Contractor's employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of UC ANR's Representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the UC ANR.
- B. Smoke and Tobacco-Free Environment: The UC ANR of California Davis is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the UC ANR of California Davis is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all UC ANR of California Davis-controlled properties, owned or leased and regardless of location. This policy is intended to provide a healthier, safer, and productive work and learning environment for the entire UC ANR of California Davis community. For more information on the Smoke/Tobacco-Free Policy, please visit (<http://breathefree.UC ANR.edu>).
- C. Alcoholic beverages are prohibited on the UC ANR's Project site.

#### 1.7 JOB OFFICE

- A. There is no requirement for a job office as part of this contract. Any University or review agency required meeting shall occur in space on the Center, furnished by the University.
- B. The Contractor may elect to furnish a job office for their use (without extra cost to the University. The exact location within the site (see Section 01950) to be approved by the University's Representative and shall not impede upon Center vehicles and equipment path of travel nor emergency response vehicular movement.

#### 1.8 SALVAGE

- A. All material and equipment removed as part of this Project is the property of the Contractor and shall be removed from the Center and legally disposed of unless otherwise noted or unless agreed to in advance by the University Representative.

#### 1.9 CLEANUP

- A. During the progress of the Work, the Contractor shall keep the Project site in a neat and clean condition that is free of debris to the satisfaction of the University's Representative. All materials and debris accumulated in conjunction with completing this Work shall be disposed of by Contractor off Center. Contractor shall not use Center refuse containers.

#### 1.10 FURNISHED CONSTRUCTION DOCUMENTS

- A. University will furnish to the Contractor 5 sets of Drawings and specifications upon an award of the Contract at no cost. If more than 5 sets are required the Contractor will pay for the cost of printing.

#### 1.11 SITE INGRESS AND EGRESS

- A. Access to Project site may be limited to the designated routing on existing access roads.
- B. Avoid use of motor vehicles on fields as much as possible.
- C. Contractor shall be permitted to block only 50 yards of access at a time during while work is ongoing.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 14 00



SECTION 01 21 00 ALLOWANCES (NOT USED)

SECTION 01 22 00 UNIT PRICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Unit Price quotations shall be inserted in the appropriate spaces in the Bid Form for each Unit Price item of Work described herein.
- B. Unit Prices stated in the Agreement shall be used to compute adjustments of the Contract Sum for approved Unit Price items of Work. Such adjustments shall be made by Change Order.
- C. Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the Unit Price Work with adjacent Work; and shall include all overhead and profit. Contractor shall accept compensation computed in accordance with the Unit Prices for work installed in place as full compensation for furnishing such Work.
- D. Compensation will be paid for those items of Work described below for, Unit Prices.
- E. This Project bid requires a Unit Price for both Option #1 and Option #2. During bid evaluation, UC ANR will evaluate these prices and decide on the final Scope of Work which may be a mixture of Base and Alternate Scopes. The final Scope of Work will be clearly outlined in the contract.

1.2 SPECIFIED WORK

- A. Applicable Sections of the Specifications describe the materials and methods required under the various Unit Price items of Work.

1.3 UNIT PRICES

- A. List of Unit Price Items and Descriptions

### HREC Fire Damaged Springs Detailed Scope of Work

**General Note:**

There are no costs infilled below. This is presented to ensure alignment of plan before fleshing out cost estimates. Rock of all spring boxes should be washed and clean 3/4"-1 1/2" size.

**Bathtub Spring, Zone 5**

**Overview:** This spring has 2 spring boxes, one 60" fiberglass burned out and the other is ok. The piping has already been replaced to keep the spring running.

Item	Detail	Quantity	Cost Each	Total
Spring box	Price required for both options			

	Option 1: 54" diameter fiberglass	1		\$ -
	Option 2: 54" diameter metal	1		\$ -
Spring box lid	Price required for both options			
	Option 1: 54" diameter metal	1		\$ -
	Option 2: 54" diameter plastic	1		\$ -
Pipe fitting allowance	Manifold in spring box, misc fitting	1		\$ -
Water line	1.25" PVC Sch 40 pipe, in feet	75		

### Beasley Spring, Zone 2

**Overview:** The tank and timbers were badly fire damaged and need to be replaced. The plumbing, valves and 60 ft of 1" line to water trough are ok. The concrete spring box is ok, but the redwood lid needs replacing. The 225 ft of 1.25" Sch 40 PVC from the box to the tank needs to be replaced. The mile long 1" Sch 40 PVC pipe down to James Flat completely burned and needs to be replaced.

Item	Detail	Quantity	Cost Each	Total
Spring box lid	Price required for both options			
	Option 1: 30"X 33" Redwood	1		\$ -
	Option 2: 30"X 33" Metal	1		\$ -
Tank	PRICE REQUIRED FOR BOTH OPTIONS			
	Option 1: 2,500 gallon plastic	1		\$ -
	Option 2: 2,500 gallon metal	1		\$ -
Tank support timbers	8' 6x6 redwood timbers	7		\$ -
Pipe fitting allowance	(3) 1" gate valves, (1) float valve, misc fittings	1		\$ -
Water line	1.25" Sch 40 PVC pipe, in feet	225		\$ -
Extended water line	1" Sch 40 PVC pipe down hillside, in feet	5280		\$ -

### Coon Lake Spring, Zone 4

**Overview:** Remote spring in canyon. The spring box, 450 ft of pipe, plumbing and tank were burned out and need replacing.

Item	Detail	Quantity	Cost Each	Total
Spring box	Price required for both options			

	Option 1: 22" diameter plastic	1	\$	-
	Option 2: 22" diameter metal	1	\$	-
Spring box lid	22" DIAMETER METAL	1	\$	-
Tank	Price required for both options			
	Option 1: 2,500 gallon plastic	1	\$	-
	Option 2: 2,500 gallon metal	1	\$	-
Tank support timbers	8' 6x6 redwood timbers	7	\$	-
Pipe fitting allowance	(2) float valves at troughs, (2) gate valves at the tank, misc fittings	1	\$	-
Extended water line	1" Sch 40 PVC pipe from spring to troughs, in feet	450	\$	-

### James Flat Spring, Zone 1

**Overview:** The spring box, pipe, plumbing and tank were burned out and need replacing.

Item	Detail	Quantity	Cost Each	Total
Spring box	Price required for both options			
	Option 1: 25" x 96" redwood	1	\$	-
	Option 2: 25" x 96" metal	1	\$	-
Spring box lid	Price required for both options			
	Option 1: 25" x 96" metal	1	\$	-
	Option 2: 25" x 96" fiberglass	1	\$	-
Tank	Price required for both options		\$	-
	Option 1: 211 gallon fiberglass	1	\$	-
	Option 2: 500 gallon metal	1	\$	-
Tank support timbers	6' 6x6 redwood timbers	4	\$	-
Pipe fitting allowance	(2) float valves at troughs, misc fittings	2	\$	-
Extended water line	1.25" Sch 40 PVC pipe from spring to tank, in feet	680	\$	-

### North Spring, Zone

6

<b>Overview:</b> One spring box fine but lid burned. Second spring box and lid burned. Tank, timbers, and pipe were burned out.				
Item	Detail	Quantity	Cost Each	Total
Tank	Price required for both options			
	Option 1: 60" diameter fiberglass	1		\$ -
	Option 2: 60" diameter metal	1		\$ -
Spring box lid	Price required for both options			
	Option 1: 60" diameter fiberglass	1		
	Option 2: 60" diameter metal	1		
Tank support timbers	8' 6x6 redwood timbers	7		\$ -
Pipe fitting allowance	Misc fittings	1		\$ -
Extended water line	1.25" Sch 40 PVC pipe from spring to tank, in feet	450		\$ -

<b>Orchard Spring, Zone 3</b>				
The french drain spring and pipe to tank are fine. The redwood tank and timbers under it were badly fire damaged and need to be replaced. Pipe at the tank and from the tank to the water trough need to be replaced.				
Item	Detail	Quantity	Cost Each	Total
Tank	Price required for both options			
	Option 1: 500 gallon redwood	1		\$ -
	Option 2: 500 gallon metal	1		\$ -
Tank support timbers	6' 6x6 redwood timbers	4		\$ -
Pipe fitting allowance	Misc fittings	1		\$ -
Water line	1.25" Sch 40 PVC pipe, in feet	40		\$ -

PART 2 - PART 2 - PRODUCTS (NOT USED)

PART 3 - PART 3 - EXECUTION (NOT USED)

PART 4 - END OF SECTION 01 22 00

SECTION 01 23 10 MEASUREMENT AND PAYMENT (NOT USED)

PART 1 – GENERAL (NOT USED)  
PART 2 – PRODUCTS (NOT USED)  
PART 3 - PRODUCTS (NOT USED)  
PART 4 - EXECUTION (NOT USED)

END OF SECTION 01 23 00

Project Name: Livestock Springs  
September 2025

Project No.: H7264B

SECTION 01 24 00 ALTERNATES (NOT USED)

SECTION 01 25 00 SUBSTITUTION PROCEDURES (NOT USED)

## SECTION 01 26 13 REQUESTS FOR INFORMATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 REQUESTS FOR CLARIFICATION OR ADDITIONAL INFORMATION (RFIs)

- A. Submit a Request for Information (RFI) if one of the following conditions is discovered:
  - 1. An unforeseen condition or circumstance that is not described in the Contract Documents.
  - 2. An apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.
  - 3. An omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
- B. Submit RFIs in a reasonable time frame so as not to affect the Contract Schedule and while allowing the full response time described below.
- C. Form of Submission
  - 1. Submit all requests for clarifications or additional information in writing to the UC ANR's Representative using the Design and Construction Management Request for Information (RFI) form on the Internet. Complete instructions for using RFIs on the Internet will be given at the Pre-Construction Meeting. Number RFIs sequentially. Submit a new RFI for each new question and limit each RFI to one subject.
  - 2. Indicate specification section impacted.
  - 3. Address impacts to schedule and cost.
- D. Suggest possible solutions to fit field conditions, if appropriate. RFIs will not be recognized or accepted if, in the opinion of UC ANR's Representative, one of the following conditions exist:
  - 1. Contractor submits the RFI as a request for substitution.
  - 2. Contractor submits the RFI as a submittal.
  - 3. Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Documents.
  - 4. Contractor submits the RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
  - 5. Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work of related trades.
- E. Response Time
  - 1. UC ANR's Representative, or the delegate of the UC ANR's Representative, shall resolve such questions and issue instructions to Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 7 days. In some cases, this time may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing.
  - 2. Should Contractor proceed with the Work affected before receipt of a response from UC ANR's Representative within the response time described above, any portion of the Work that is not done in accordance with the UC ANR's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and the Contractor shall be responsible for all resultant losses.
  - 3. Failure to Agree: In the event of failure to agree as to the scope of the Contract requirements, Contractor shall follow procedures set forth in the General Conditions.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 26 13

SECTION 01 31 13 PROJECT COORDINATION

PART 1 - GENERAL

1.1 COORDINATION REQUIREMENTS

- A. Coordinate the Work and do not delegate responsibility for coordination to any Subcontractor.
- B. Anticipate the interrelationship of all Subcontractors and their relationship with the Work.
- C. Resolve differences or disputes between Subcontractors concerning coordination, interference, or extent of the Work between Sections.
- D. Coordinate the Work of Subcontractors so that portions of the Work are performed in a manner that minimizes interference with the progress of the Work.
- E. Do not obstruct spaces and installations that are required to be clear by Applicable Code Requirements.
- F. Remove and replace all Work that does not comply with the Contract Documents. Repair or replace any other Work or property damaged by these operations at no additional cost to the UC ANR.
- G. Coordinate all portions of the Work requiring careful coordination in order to fit in space available. Before commencing such portions of the Work, prepare supplementary Drawings for review by the UC ANR's Representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 31 13



## SECTION 01 31 19 PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.1 PRECONSTRUCTION CONFERENCE

- A. Prior to commencement of Work, a preconstruction conference will be conducted by the UC ANR's Representative to discuss procedures that are to be followed during performance of the Work.
- B. Location: Main Administration Building at the Hopland REC.
- C. Attending shall be:
  - 1. UC ANR's Representative.
  - 2. UC ANR's Consultants and UC ANR's Representative's Consultants, as appropriate.
  - 3. Contractor, Contractor's Superintendent, Subcontractors, as appropriate.
  - 4. Others, as appropriate.

#### 1.2 PROGRESS MEETINGS

- A. During the course of construction, bi-weekly progress meetings will be held to discuss and resolve field problems. The duration and number of meetings will be determined by the UC ANR's Representative.
- B. Location: Main Administration Building at the Hopland REC.
- C. Attending shall be:
  - 1. UC ANR's Representative.
  - 2. UC ANR's Consultants and UC ANR's Representative's Consultants, as appropriate.
  - 3. Contractor, Contractor's Superintendent, Subcontractors, as appropriate.
  - 4. Others, as appropriate.

#### 1.3 COORDINATION MEETINGS

- A. Coordination Meetings shall be held as necessary to coordinate the Work.
- B. Location: Main Administration Building at the Hopland REC.
- C. Attending shall be:
  - 1. UC ANR's Representative, UC ANR Inspectors, as appropriate.
  - 2. UC ANR's Consultants and UC ANR's Representative's Consultants, as appropriate.
  - 3. Contractor, Contractor's Superintendent, Subcontractors, as appropriate.
  - 4. Others, as appropriate.

#### 1.4 GUARANTEES, BONDS, WARRANTIES, AND SERVICE/OPERATION AND MAINTENANCE CONTRACTS/DATA REVIEW MEETING

- A. Eleven months following the date of Substantial Completion, a meeting shall be conducted by the UC ANR's Representative for the purpose of reviewing the guarantees, bonds, and service and maintenance contracts for materials and equipment. The Contractor shall take action as appropriate to implement repair or replacement of defective items, and to extend service and maintenance contracts as required.
- B. Attending shall be:
  - 1. UC ANR's Representative
  - 2. UC ANR's Consultants and UC ANR's Representative's Consultants, as appropriate.
  - 3. Contractor, Subcontractors, as appropriate.
  - 4. Others, as appropriate.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 31 19

Project Name: Livestock Springs  
September 2025

Project No.: H7264B

SECTION 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL (NOT USED)

ART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 LOOK AHEAD SCHEDULES

- A. Look Ahead Schedule is a schedule derived from the Contract Schedule (or the most current monthly update of the Contract Schedule) which indicates in detail all activities scheduled or worked on for the 2 prior weeks, and all activities scheduled to occur during the next 4 weeks.
- B. Provide detailed Look Ahead Schedules every 2 weeks.
- C. Submit in 11 inch by 17 inch Gantt chart format.
- D. Look Ahead Schedule shall be generated from the then current Preliminary Contract Schedule, Contract Schedule, or updated Contract Schedule.

#### 3.2 TIME EXTENSION REQUEST DOCUMENTATION

- A. In the event the Contractor shall request an extension of Contract Time, Contractor shall comply with the requirements of the General Conditions, including without limitation, General Conditions Article 8. In addition to the requirements of the General Conditions, as a condition to obtaining an extension of the Contract Time, Contractor shall timely submit a sub-network of the events of the delay that demonstrates the impact to the activities in the Contractor's then current schedule, as well as the impact to the overall completion date of the project.
- B. If the UC ANR's Representative approves the extension of time, the next monthly updated Contract Schedule shall incorporate the subnetwork with the extension of time. In addition the monthly updated Contract Schedule shall contain all changes mutually agreed upon by the Contractor and the UC ANR during preceding periodic reviews and all changes resulting from Change Orders and Field Orders.

#### 3.3 AS BUILT SCHEDULE (NOT USED)

END OF SECTION 01 32 00

## SECTION 01 33 23 SHOP DRAWINGS

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Shop Drawings, Product Data, and Samples shall be submitted to the UC ANR's Representative. Product Data and Samples for proposed substitutions shall be submitted to UC ANR's Representative in accordance with Section 01 25 00 Substitution Procedures. Contractor shall be responsible for obtaining copies of Shop Drawings, Product Data, and Samples as it may require for its own use.
- B. Procedures: Contractor shall use UC ANR Design and Construction Management submittal transmittal form. Complete instructions and website access information will be provided at the Pre-Construction meeting.

#### 1.2 RELATED REQUIREMENTS

##### A. Definitions

- 1. The terms "Shop Drawings" and "Product Data" as used herein also include, but are not limited to fabrication, erection, layout and setting drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. All other drawings and descriptive data pertaining to materials, equipment, piping, duct, conduit systems, and methods of construction as required to show that the materials, equipment, or systems and the positions thereof conform to the Contract Documents.
- 2. As used herein, the term "manufactured" applies to standard units usually mass-produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relationship to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relationship to physical spaces in the structure.

##### B. Manufacturer's Instructions

- 1. Where any item of Work is required by the Contract Documents to be furnished, installed, or performed in accordance with a specified product manufacturer's instructions, Contractor shall procure and distribute the necessary copies of such instructions to the UC ANR's Representative and the Contractor shall furnish, install, or perform the Work in strict accordance therewith.

##### C. Submittal Schedule

#### 1.3 SUBMISSION AND REVIEW

- A. Submit the required submittals to UC ANR's Representative in a timely fashion to allow for adequate review and approval so that the Contract Schedule is not adversely impacted.

#### 1.4 COORDINATION

- A. Coordinate Submittals with the proper sequencing of the Work so that the Contract Schedule can be maintained and UC ANR has reasonable time to review and comment.
  - 1. The Contractor shall submit a schedule for submission of Shop Drawings, Product Data, and Samples (the "Submittal Schedule"). The schedule shall include the Contractor's time to process the submittal(s), and the time required for review by the UC ANR's Representative and UC ANR's Design Professional. The schedule shall be agreed upon by the UC ANR's Representative, the UC ANR's Design Professional, and the Contractor in order that submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner. All required submittals shall be initially submitted no later than 10 days after the Notice to Proceed.
  - 2. Contractor shall prepare the Submittal Schedule in the form contained in the Exhibits and coordinate it with the Contract Schedule. No submittals will be processed prior to the approval

- of the Submittal Schedule, unless an exception is made by the UC ANR's Representative.
3. Submit 2 copies of the Submittal Schedule after it is completed and each time it is updated by the Contractor.
  4. In preparing the Submittal Schedule, the Contractor must first determine from the Contract Schedule the date the particular item is needed for the Work. Working backwards, the Contractor will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal. Contractor shall be responsible for the impact to the schedule resulting from submittals that do not conform to contract requirements. Contractor shall provide time in the Submittal Schedule for the re-submittal of items that do not conform to contract requirements.
  5. The Submittal Schedule shall be adjusted to meet the needs of the construction process and the Contract Schedule.
  6. Review Time: The minimum time required by the UC ANR's Representative and the UC ANR's Design Professional to review and process Shop Drawings, Product Data and Samples shall be at least 18 days after receipt.
  7. Resubmittal: After receipt, resubmittals shall require the same time for review as the initial submittals.
  8. Submit items in a group or sequence which allows for review and coordination.
  9. Submit submittals promptly in accordance with the Submittal Schedule to avoid delay in the Work or in the Work of any Separate Contractor.

#### 1.5 SHOP DRAWINGS

- A. Present information required on Shop Drawings in a clear and thorough manner. Identify details by reference to drawing and detail, schedule, room numbers shown and specified.
- B. Direct copies of the Contract Documents are not acceptable as a submittal from the Contractor.

#### 1.6 PRODUCT DATA (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 33 23

Project Name: Livestock Springs  
September 2025

Project No.: H7264B

SECTION 01 35 16 ALTERATION PROJECT PROCEDURES (NOT USED)

SECTION 01 35 43 ENVIRONMENTAL PROCEDURES  
PART 1 - GENERAL

1.1 REQUIREMENTS (NOT USED)

1.2 ARCHAEOLOGICAL RESOURCES

- A. The project site is not known to be archaeologically sensitive.
- B. If during the course of construction, evidence of deposits of historical or archaeological interest is found, cease Work affecting find and notify UC ANR's Representative. Do not disturb deposits until written notice is received from UC ANR's Representative to proceed.
- C. Contractor will be compensated for lost time or changes in construction to avoid the find based upon normal change order procedures if Critical Path is affected.
- D. Procedures
  - 1. In order to assure that Work does not result in significant damage to archeological resources, the UC ANR shall be responsible for obtaining the service of a qualified archaeologist who will oversee all excavation done in connection with the Project. Oversight will begin before excavation is underway.
  - 2. If archeological resources, or indicators thereof (such as darkened soil or "midden"), are encountered before or during excavation, Work occurring within 100 feet of the find will be temporarily halted. Secure Project site and notify the UC ANR's Representative immediately.
- E. Any significant resources that are recovered shall be retained by UC ANR. Unauthorized collection of artifacts is prohibited. If human remains are encountered, Work will be halted. Except as otherwise specified, in the event Contractor encounters on the Project site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, or other hazardous substances that have not been identified or rendered harmless, Contractor shall immediately stop work in the area affected and report the condition to the UC ANR's Representative in writing. The work in the affected area shall not thereafter be resumed except by written agreement of UC ANR and Contractor if in fact the material is asbestos, PCB, lead, or other hazardous substances and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos, PCB, lead, other hazardous substances, or when such materials have been rendered harmless.
- F. Disclose any unidentified hazardous substance or condition exposed during the work to the UC ANR's Representative for decision or remedy.
- G. In no event, shall the Contractor install materials that contain asbestos, PCB, lead or other known hazardous materials unless prior approval is obtained from the UC ANR.

1.4 ASBESTOS IN BUILDINGS NOTIFICATION (NOT USED)

1.5 LEAD BASED PAINT IN BUILDINGS (NOT USED)

1.6 NOXIOUS OR TOXIC MATERIALS

- A. No noxious or toxic materials shall be used in or around occupied buildings without prior approval of the UC ANR.
- B. Store volatile wastes in covered metal containers and remove from premises daily.
- C. Prevent accumulations of wastes that create hazardous conditions.
- D. Provide adequate ventilation during use of volatile or noxious substances. Use such materials only after 48 hours previous notification to the UC ANR's Representative and preferably on weekends or "down" periods.
- E. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

- F. Do not allow or permit oil or fuel spillage during vehicle or equipment operations or maintenance. Any vehicle or equipment spills shall be cleaned up immediately and the soil disposed of properly. Provide secondary containment around any fuel or oil storage areas.
- G. Train Superintendent in prevention and correction of spills.

1.7 NATURALLY OCCURRING ASBESTOS MITIGATION

- A. Comply with the requirements specified in the California Air Resources Board's Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations. Refer to Part 3.11 of Section 31 20 00 Earth Moving.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 43



SECTION 01 35 53 SECURITY PROCEDURES

PART 1 - GENERAL

1.1 PROJECT SITE SECURITY

- A. Security of the Project site shall be strictly maintained. Contractor shall be responsible for keeping areas involved in this Work locked at all times when Work is not in progress.
- B. Provide security and facilities to protect the Work, existing facilities, and UC ANR's operations from unauthorized entry, vandalism, or theft.

1.2 KEYS (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 53

## SECTION 01 41 00 REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 CODES, AGENCIES, AND REFERENCES

- A. The Work shall be performed in accordance with Applicable Code Requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:
  - 1. Americans with Disabilities Act - Title II.
  - 2. California Environmental Quality Act.
  - 3. California Health and Safety Code.
  - 4. National Fire Protection Association (NFPA).
  - 5. Federal Occupational Safety and Health Administration.
  - 6. Federal Environmental Protection Agency – Clean Air Act.
  - 7. Storm Water Pollution Prevention Act.
  - 8. Local Air Quality Management District.

#### 1.2 STANDARDS AND CODES

- A. Applicable laws, codes, rules, regulations, ordinances and standards
  - 1. California Code of Regulations (CCR)
    - a. Title 8, Industrial Relations
    - b. Title 17, Public Health
    - c. Title 19, Public Safety
    - d. Title 20, Public Utilities and Energy
    - e. Title 21, Public Works
    - f. Title 22, Environmental Health
    - g. Title 24
  - 2. Part 2, California Building Code (2007)
  - 3. Part 3, California Electric Code (2001)
  - 4. Part 4, California Mechanical Code (2007)
  - 5. Part 5, California Plumbing Code (2007)
  - 6. Part 6, California Energy Code (2005)
  - 7. Part 7, California Elevator Safety Construction Code
  - 8. Part 9, California Fire Code (2007)
  - 9. Part 12, California State Reference Standards

#### 1.3 REFERENCES

- A. Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each in effect at the date of submission of bids, or the date of the Change Order or Field Order, as applicable.

#### 1.4 CONFLICTS

- A. Unless otherwise directed by the UC ANR's Representative, if a conflict exists between referenced regulatory requirements and the Contract Documents, comply with the one establishing the more stringent requirements.
- B. Nothing stated in this Section of the Specifications or other Sections of the Specifications, the other Contract Documents or the Bidding Documents or shown on the Drawings shall be construed as allowing Work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

#### 1.5 TRENCHING AND SHORING

- A. All Work shall be in full accordance, but not necessarily limited to the following codes and regulations: Titles 8, 19, 21, 22, & 24, State of California, California Code of Regulations (CCR), California Occupational Safety and Health Administration (OSHA).
  - 1. Pursuant to Labor Code 6707, the Contractor shall include in the bid all costs incident to the

- provisions of adequate sheeting, shoring, bracing or equivalent method for the protection of life or limb that shall conform to applicable Federal and State safety orders.
2. Before beginning any excavation 5 feet or more in depth, the Contractor shall submit to the UC ANR's Representative a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. The proposed plan shall comply with the standards established by the State of California Construction Safety Orders, Title 8 and Title 24 of the California Code of Regulations (CCR). If the detailed plan varies from such shoring system standards, it shall be prepared by a registered civil or structural engineer whose name and registration number shall be indicated on the Drawing. If a dispute arises as to whether the plan must be prepared by a registered civil or structural engineer, the UC ANR's Representative's determination of the matter shall be final and conclusive on the Contractor. The cost of required engineering services shall be borne by the Contractor and shall be deemed to have been included in the Contract Sum for the Work as stated in the Agreement.
  3. Neither the review nor approval of any plan showing the design of shoring, bracing, sloping, or other provisions for worker protection, shall relieve the Contractor from the obligation to comply with construction State of California Construction Safety Order and Title 24 of the California Code of Regulations (CCR) for the design and construction of such protective Work, and the Contractor shall indemnify the UC ANR and the UC ANR's Representative from any and all claims, liability, costs, actions and causes of action arising out of or related to the failure of such protective systems. The Contractor shall defend the UC ANR, its officers, employees and agents and the UC ANR's Representative in any litigation or proceeding brought with respect to the failure of such protective systems.
  4. All Work including any temporary construction shall be in full compliance with the latest orders of the Division of Industrial Safety of the State of California and all codes and regulations as called for hereinafter in these specifications.

#### 1.6 REGULATORY NOTIFICATIONS

- A. Submit all required notifications to Federal, State of California, State in which disposal facility is located if not in California, regional, and local agencies with regulatory responsibilities associated with the Work activities that are included in the Contract. All notifications shall be served in writing, in the form required by the agency requiring notification, and in a timely manner so as not to negatively impact the Project schedule. Serve notifications at least 10 business days in advance (or earlier if required by agency) of activity requiring notice. The Contractor shall serve all required notifications in writing to all governmental and quasi-government agencies having notification requirements pertaining to any portion of the Work included in the Project.

#### 1.7 PERMITS, NOTIFICATIONS, CERTIFICATES AND UNIFORM HAZARDOUS WASTE MANIFEST

- A. Permits
  1. UC ANR will issue a UC ANR's building permit at no cost to Contractor prior to start of construction.
- B. Fire Department
  1. Contractor shall be responsible for coordinating the following notifications and obtaining the following permit(s) and posting of permit(s) on Project site prior to starting the Work. Permits are to be obtained through the UC ANR's Representative. Contractor shall allow for a minimum turnaround time of 4 business days. For permits involving fire alarm shutdowns allow a minimum of 7 business days. Contractor must follow the rules and regulations as written on or attached to the permit.
    - a. Hazardous Condition Permit - Hot Work: must be coordinated before starting any hot work (welding, burning, or cutting, etc.) involving use of gas or electric welding equipment. The permit may be applicable to more than 1 building. Contractor is responsible for reporting to the UC Dispatch Center by telephone (530) 752-6317, at the beginning and 30 minutes prior to the end of each shift that such "hot" work takes place.
    - b. Hazardous Conditions Permit-Asbestos / Lead: must be obtained before starting removal of asbestos containing materials, polychlorinated biphenyl (PCB), lead base paint or other

- hazardous materials found on Project site.
- c. Hazardous Condition Permit-Special Conditions: Coordinate in advance with the UC ANR Fire Department before restricting access to or blocking of any building exit or Work that will require the shutdown of building fire protection or alarm systems. In addition, Contractor must obtain a permit for the storage or use of any flammable liquid in excess of 10 gallons or in any confined area where vapors can be ignited. The Contractor is responsible for reporting to the UC Davis Fire Dispatch Center by telephone at (530) 752-6317 at the beginning and 30 minutes prior to the end of each shift that such work takes place.
  2. Project Permit Sign-Off Card -UC ANRFD: Prior to commencing Work, the UC ANR's Representative will provide Contractor with a Project Permit Sign-Off Card issued by the UC ANRFD. The Project Permit Sign-Off Card shall be kept at the project site at all times. Required inspections as noted on the Project Permit Sign-Off Card shall be coordinated a minimum of 7 business days in advance through the UC ANR's Representative. Project will not be accepted nor occupied until fire clearance is granted by UC ANR.
  - C. Underground Service Alert (USA) Notifications: Prior to commencing clearing, excavation and trenching, coordinate with Underground Service Alert (USA North/1-800-227-2600 or 811), in accordance with Section 01 71 33 Protection of Adjacent Construction.
  - D. Uniform Hazardous Waste Manifest: Contractor shall be responsible for coordination with the UC ANR's Representative for obtaining a Uniform Hazardous Waste Manifest prior to removal of asbestos containing materials, polychlorinated biphenyl (PCB), or other hazardous materials from the Project site. Manifest will be provided by a Representative from UC ANR of California Environmental Health & Safety (UC ANREH&S). Only the UC ANREH&S Duty Officer will be allowed to sign individual manifests on behalf of the Contractor/UC ANR.
  - E. In no event, shall the Contractor install materials that contain asbestos, PCB, lead or other known hazardous materials unless prior approval is obtained from the UC ANR.
  - F. Regulated Carcinogens by Title 8 California Code of Regulations (CCR), Subchapter 7, Group 16 (Control of Hazardous Substances), Article 110 (Regulated Carcinogens).
    1. Products containing chemicals regulated as carcinogens by the State of California are not allowed for use on UC ANR projects.
    2. Case-by-case exceptions may be considered for products containing the following Cal/OSHA recognized carcinogens:
      - a. Methylene Chloride, 5202
      - b. Cadmium, 1532, 5207
      - c. Inorganic Arsenic, 5214
      - d. Formaldehyde, 5217
    3. Benzene, 5218
    4. Case-by-case exceptions may only be made when suitable alternative products are not available. Such exceptions are subject to written approval by the UC ANR's Representative.
    5. Exceptions require that the Contractor shall have an established carcinogen program as required by Cal/OSHA (§5203. Carcinogen Report of Use Requirements) and shall submit to UC ANR's Representative, a copy of the Cal/OSHA Confirmation of Report for Cal/OSHA carcinogens.
    6. When exceptions are granted, the Contractor is responsible for providing to the UC ANR's Representative a copy of the semi-annual Confirmation of Report received from Cal/OSHA or, in lieu of that, a copy of the Contractor's semi-annual report as submitted to Cal/OSHA at periods not to exceed 6 months, or at project closeout, whichever occurs first.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 41 00

## SECTION 01 42 00 REFERENCES

### PART 1 - GENERAL

#### 1.1 ABBREVIATIONS

- A. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications, they shall mean the recognized name of the entities in the following list:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ABAG	Association of Bay Area Governments
ABPA	Acoustical and Board Products Association
ABPTA	American Bearing Power Transmission Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADA	Americans with Disabilities Act of 1990
ADAAG	American with Disabilities Act Accessibility Guidelines
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AFI	Air Filter Institute
AGA	American Gas Association
AF&PA	American Forest and Paper Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulation Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
AOAC	Association of Official Analytical Chemists
APA	American Plywood Association
API	American Petroleum Institute
AQMD	Air Quality Management District
ARI	Air-Conditioning and Refrigeration Institute
ASA	American Standards Association
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers Association
ASTM	American Society for Testing and Materials
AWCI	Association of Wall and Ceiling Industries
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau

AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers' Association
BICSI	Building Industry Consulting Service International
BOCA	Building Officials and Code Administrators
CAC	California Administrative Code
Cal/OSHA	California Division of Occupational Safety and Health
CARB	California Air Resources Board
CBC	California Building Code
CBSC	California Building Standards Commission
CCR	California Code of Regulations
CDA	Copper Development Association, Inc.
CE	Corps of Engineers (U.S. Dept. of the Army)
CEC	California Electrical Code
CESO	California Elevator Safety Order
CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturer's Institute
CLPA	California Lathing and Plastering Association
CMC	California Mechanical Code
CMM	State of California, Business and Transportation Agency, Division of Highways "Materials Manual"
CPC	California Plumbing Code
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards of NBS (U.S. Dept. of Commerce)
CSS	State of California, Business and Transportation Agency, Department of Public Works, Division of Highways' "Standard Specifications"
CTI	Cooling Tower Institute
DCM	Design and Construction Management (UC ANR)
DHI	Door & Hardware Institute
DHS	California Department of Health Services
DSA	Division of State Architect
DSA/AC	Division of State Architect, Access Compliance Section
EIA	Electronic Industrial Alliance
EPA	Environmental Protection Agency
ESO	Electrical Safety Orders of Division of Industrial Safety, Title 8, CAC
ETL	Electrical Testing Laboratories
FCC	Federal Communications Commission
FFDA	Federal Food and Drug Administration
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual System, Factory Mutual Engineering Corporation
FS	Federal Specifications
GA	Gypsum Association
GFI	Ground Fault Interrupter
HEPA	High Efficiency Particulate Air
HI	Hydronics Institute
HMI	Hoists Manufacturers Institute
HMMA	Hollow Metal Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
IAPMO	International Association of Plumbing and Mechanical Officials

IBEW	International Brothers of Electrical Workers
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineering Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IPCEA	Insulated Power Cable Engineers' Association
ISA	Instrument Society of America
ISO	International Standards Organization
ITU	International Telecommunications Union
LIA	Lead Industries Association
LEED	Leadership in Energy and Environmental Design
MBMA	Metal Building Manufacturer's Association
MIA	Marble Institute of America
MIL	U.S. Government, Military Specification
MLSFA	Metal Lath/Steel Framing Association
MM	State of California, Business and Transportation Agency, Department of Public Works, Division of Highways' "Materials Manual"
MSS	Manufacturers Standardization Society of Valves and Fittings Industry
NAAB	National Association of Air Balance
NAAMM	The National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBFU	National Board of Fire Underwriters
NBGQA	National Building Granite Quarries Association, Inc.
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NCPWB	National Certified Pipe Welding Bureau
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NIOSH	National Institute of Occupational Safety and Health
NPA	National Particleboard Association
NPDES	National Pollutant Discharge Eliminate System
NRC	Noise Reduction Coefficient
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association, Inc.
NWWDA	National Wood Window and Door Association
OSHA	Office of Safety and Health Act
OSHPD	Office of Statewide Health Planning and Development
PCA	Portland Cement Association
PCB	Polychlorinated Biphenyl
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PI	Perlite Institute
PS	Product Standard of United States Department of Commerce

RCSC	Research Council on Structural Connection
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RUS	U.S. Department of Agriculture, Rural Utilities Service
RWQCB	Regional Water Quality Control Board's
SAE	Society of Automotive Engineers
SBC	State Building Code
SBS	State Building Standards Electrical Code, Title 24, Part 3
SCAQMD	South Coast Air Quality Management District
SDI	Steel Door Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal & Air Conditioning Contractors' National Association, Inc.
SPIB	Southern Pine Inspection Bureau (Grading Rules)
SPR	Simplified Practice Recommendation
SSPC	Society for Protective Coatings
STC	Sound Transmission Coefficient
SWI	Sealant and Waterproofers Institute
SWPPP	Storm Water Pollution Prevention Plan
TCA	Tile Council of America, Inc.
TIA	Telecommunications Industry Association
UBC	Uniform Building Code
UC ANR	UC ANR of California Davis
UC ANRDCM	UC ANR of California Davis Design and Construction Management
UC ANREH&S	UC ANR of California Davis Environmental Health & Safety
UC ANRFD	UC ANR of California Davis Fire Department
UC ANRFPB	UC ANR of California Davis Fire Prevention Bureau
UC ANRFM	UC ANR of California Davis Facilities Management
UC ANRTAPS	UC ANR of California Davis Transportation and Parking Services
UFAS	Uniform Federal Accessibility Standards
UHMW	Ultra-High Molecular Weight
UL	Underwriters' Laboratories, Inc.
USA	Underground Service Alert
USDA	United States Department of Agriculture
USGBC	United States Green Building Council's
USS	United States Standards
USSG	United States Steel Gauge
WAPA	Western Area Power Authority
WCLIB	West Coast Lumber Inspection Bureau
WH	Warnock Hersey
WI	Woodwork Institute In 2003
WLPDIA	Western Lath/Plaster/Drywall Industries Association
WRSI	Western Concrete Reinforcing Steel Institute
WWPA	Western Wood Products Association
WWPOA	Western Wood Preserving Operators Association
WWTP	Waste Water Treatment Plant
YSAQMB	Yolo/Solano Air Quality Management Board

B. Additional abbreviations, used on the Drawings, are listed thereon.



## 1.2 SYMBOLS

- A. Symbols, used only on the Drawings, are shown thereon.

## 1.3 DEFINITIONS

- A. The following terms, when used on the Drawings or in the Specifications, shall have the following meanings:
1. AS DIRECTED - "As directed by the UC ANR's Representative."
  2. AS REQUIRED - "As required by Applicable Code Requirements; by good building practice; by the condition prevailing; by the Contract."
  3. AS SELECTED - "As selected by the UC ANR's Representative."
  4. BY OTHERS - Work on this Project that is outside the scope of Work to be performed by the Contractor under this Contract, but that will be performed by the UC ANR, Separate Contractors, or other means.
  5. EQUAL - Of same quality, appearance, and utility to that specified, as determined by the UC ANR's Representative. The Contractor bears the burden of proof of quality.
  6. EXPOSED - Exposed to view, both interior and exterior; exposed to elements.
  7. FABRICATED - Items specifically assembled or made out of selected materials to meet individual design requirements.
  8. FURNISH - "Supply only, not install (unless required to be provided or installed elsewhere in the Contract Documents)."
  9. INSTALL - "Install or apply only, not furnish."
  10. MANUFACTURED - Applies to standard units usually mass-produced.
  11. OFF SITE - Outside the Work area as shown on the Drawings or the property lines.
  12. PROJECT SITE - Geographical location of the Project.
  13. PROVIDE - "Furnish and install."
  14. SHOWN - "As indicated on the Drawings."
  15. SPECIFIED - "As written in the Contract Documents."
  16. SUBMIT - "Submit to UC ANR's Representative."
  17. UC ANR-FURNISHED, CONTRACTOR INSTALLED - "To be furnished by UC ANR at its cost and installed by Contractor as part of the Work."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 42 00

## SECTION 01 43 00 QUALITY ASSURANCE

### PART 1 - GENERAL

#### 1.1 MOCKUPS (NOT USED)

#### 1.2 TESTING AND INSPECTION

##### A. Tests and Inspections

1. Tests, inspections, and acceptance of portions of the Work required by the Contract Documents or by Applicable Code Requirements shall be made at the appropriate times. Except as otherwise provided, Contractor shall make arrangements for such tests, inspections, and acceptances. Contractor shall give the UC ANR's Representative timely notice of when and where tests and inspections are to be made using the Inspection Request Exhibit.
2. If such procedures for testing, inspection, or acceptance reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the UC ANR's Representative's services and expenses.
3. If the UC ANR's Representative is to observe tests, inspections, or make acceptances required by the Contract Documents, UC ANR's Representative will do so promptly and, where practicable, at the normal place of testing.
4. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
5. Certain portions of the Work will be tested and inspected at various stages. Nothing in any prior acceptance or satisfactory test result shall govern, if at any subsequent time the Work, or portion thereof, is found not to conform to the requirements of the Contract Documents.

##### B. Closing in Uninspected Work

1. Do not allow or cause Work to be covered or enclosed before it has been inspected and approved by the UC ANR's Representative. Should any Work be enclosed or covered before it has been approved, it shall be uncovered, inspected, approved or repaired, and covered. Make all repairs necessary to restore Work of others to the condition in which it was found at time of cutting, at no additional cost to the UC ANR.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 43 00

1.1 SECTION 01 43 39 MOCK-UPS (NOT USED)

SECTION 01 45 00 QUALITY CONTROL

PART 1 - GENERAL

1.1 CONTRACTOR'S PROJECT MANAGER

- A. Contractor shall employ a competent Project Manager satisfactory to UC ANR who shall be in attendance at the Project site as needed during the performance of the Work. Project Manager shall represent Contractor and communications given to and received from Project Manager shall be binding on Contractor.
- B. The Contractor shall submit to the UC ANR the qualifications of the Project Manager prior to commencement of the Work. The UC ANR shall approve the Project Manager based on his/her experience with projects similar in type, scope and size.
- C. The Project Manager approved for the Project must be able to proficiently read, write and verbally communicate in English. The Project Manager may not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site while Work is in progress.
- D. If the Contractor elects a replacement of the Project Manager, such replacement shall be approved by the UC ANR's Representative prior to actual replacement. The same criteria employed by the UC ANR to evaluate the initial Project Manager shall also apply to the UC ANR's approval of any subsequent Project Manager.

1.2 QUALITY ASSURANCE MANAGER (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 45 00

## SECTION 01 51 00 TEMPORARY UTILITIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section describes provision of temporary utilities and includes administrative and procedural requirements.
- B. Contractor is required to establish necessary construction water and electrical power necessary to perform the work. No construction water nor electrical power is available on site from the university

#### 1.2 REQUIREMENTS

- A. Contractor shall coordinate with the UC ANR's Representative prior to making any temporary utility connections.
- B. Maintain and operate systems in conformance with industry standard, applicable codes and manufacturer guidelines to provide continuous service.
- C. Temporary materials may be new or used, but shall be adequate for the required purposes. Their use and methods of installation shall not create unsafe conditions or violate requirements of Applicable Codes and Standards.

#### 1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. Install and use temporary utilities in accordance with the following:
  - 1. California Electrical Code.
  - 2. Federal, State, and local codes and regulations.
  - 3. UC ANR Utility provider requirements.

#### 1.4 SUBMITTALS

#### 1.5 PROJECT PERMANENT UTILITIES USED DURING CONSTRUCTION (NOT USED)

#### 1.6 ACTIVATING UTILITIES (NOT USED)

#### 1.7 REMOVAL AND RECONDITIONING (NOT USED)

#### 1.8 TEMPORARY ELECTRICITY AND WATER METERING (NOT USED)

#### 1.9 UTILITY RATES (NOT USED)

#### 1.10 TEMPORARY FIRE PROTECTION

- A. Contractor shall conform to all applicable codes, standards, regulations and the following rules, and instructions of the Hopland Station of CALFIRE
- B. Assign a qualified person with authority to maintain fire protection equipment, institute fire prevention measures, be a liaison with the UC ANR of California Davis Fire Prevention Bureau (UC ANRFPB) and direct the prompt removal of combustible and waste materials from the Project site. Prior to start of Work, the Project Superintendent and the Contractor's Safety Officer shall meet with the UC ANR's Representative and UC ANRFD Assistant Fire Marshal assigned to the Project for a mandatory safety meeting.
- C. No burning shall be done on Project site.
- D. Provide and maintain fire protection equipment including extinguishers, fire hoses, and other equipment as necessary for proper fire protection during the course of the Work  
Use fire protection equipment only for extinguishing fires.
- E. Fire extinguisher minimum size shall be 4A:20BC (10-pound ABC).
- F. Call 9-1-1 and pull fire alarm box when applicable, for any emergency. Report the exact location (GPS coordinates) and nature of the emergency. If using a cellular phone dial (530) 752-1234 for an emergency located on UC ANR property. Contractor is responsible for and will be billed for fire response charges (actual cost of personnel and equipment) for any false

alarm.

- G. Refer to Section 01 41 00 Regulatory Requirements for permits required.
- H. Vehicles and materials stored on Project site must not obstruct, block, damage or render useless any fire hydrants, fire department connection, fire alarm box or fire access roadway. Any necessary road closures or disruption to utilities shall be requested through the UC ANR's Representative.
- I. Once accepted by the Fire Marshal, do not tamper with or work on any fire alarm or fire protection system without first gaining authorization from the UC ANRFD. System shutdown requests shall require a minimum of 72-hours advance notice. Call (530) 752-1236 for any such requests.

#### 1.11 TEMPORARY HEAT AND VENTILATION (NOT USED)

#### 1.12 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide at the Project site, portable chemical toilets. Type, location and maintenance of temporary toilets are subject to inspection and approval of the UC ANR's Representative.
- B. Permanent toilet facilities within an existing building shall not be used without written authorization of the UC ANR.

#### 1.13 TEMPORARY TELEPHONE AND DATA SERVICE

- A. Contractor shall have telephone facilities available at Contractor's business office for the duration of the Contract where Contractor and Contractor's Superintendent may be contacted.
- B. Contractor shall provide a cellular telephone at all times for effective UC ANR's Representative's communication with the Contractor.

#### 1.14 TEMPORARY WATER

- A. Provide water for human consumption in accordance with the regulatory requirements for potable water.
- B. See section 1.1 Summary for information regarding construction water.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 51 00

SECTION 01 55 00 VEHICULAR ACCESS AND PARKING

PART 1 - GENERAL

1.1 ROADS

- A. Existing roads shall be used for construction access within the limits defined herein. Temporary construction access roads shall only be allowed with prior written approval by the UC ANR Representative.

1.2 PARKING

- A. Contractor parking shall be in areas designated by the UC ANR Representative. Requests for parking outside of designated areas shall be submitted for consideration and approval to the UC ANR's Representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 55 00

SECTION 01 56 00 TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 TEMPORARY FACILITIES

- A. Contractor shall provide and maintain the following temporary facilities as required to complete the Contract:
  - 1. Barricades, lights and similar safety precautions.
  - 2. All materials and equipment required to safely accomplish Work under this Section shall be in conformance with requirements of California Occupational Safety and Health act (Cal/OSHA), Chapter 5 of CalTrans Traffic Manual and other State and Federal Codes and regulations where applicable.
- B. Removal: Upon completion of the Work, and before the final payment, Contractor shall remove all temporary Work and facilities to put the Project site in the condition required by the General Conditions with no additional cost to the UC ANR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 56 00



## SECTION 01 56 39 TREE AND PLANT PROTECTION

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Perform all Work necessary and required to protect and maintain all trees, shrubs, groundcover and turf, not identified for removal, within the limits of the Work in healthy growing condition at all times during the Project. If during the course of construction, any adjacent trees or shrubs are damaged, penalties will be assigned for tree injury, which results in the decline or death of trees. The preservation of existing trees to remain is a critical project requirement.
- B. Contractor shall be directly responsible for protection and welfare of all existing trees within the limits of the Work and directly adjacent to the limits of the Work. This responsibility shall continue until the entire Project is completed and accepted by the UC ANR and through the maintenance period.
- C. Limits of Work: Refer to Drawings for limits of Work.
- D. Definitions
  - 1. "Injury" is defined, without limitation, as any bruising, scarring, tearing, or breaking of roots, branches, or trunk.
  - 2. "Tree protection zone" is defined for each species. Species tolerance to construction impacts and the tree's age determine the radius of the tree protection zone. The tree protection zone shall be 1.5 feet per inch trunk diameter unless otherwise noted by the UC ANR's Representative.
  - 3. "Existing tree" is defined as any or all of the existing trees to be preserved, as designated on the Drawings.

#### 1.2 PRECONSTRUCTION CONFERENCE

- A. It shall be the responsibility of the Contractor to call for a meeting at the Project site with the UC ANR's Representative. Meeting attendees shall include the Contractor, UC ANR's Representative, This meeting shall occur prior to start of construction of any nature within the protection zone of the trees.
- B. The purpose of the meeting shall be to establish the conditions of all existing trees upon receipt of the Project site by the Contractor. Failure to call for said meeting implies acceptance by the Contractor of existing trees in their existing condition.
- C. The UC ANR's Representative shall document the condition of the trees prior to this meeting. The purpose of the meeting shall be to confirm what work is to occur near the trees and to discuss mitigation of the potential impacts on trees to be preserved if necessary.

#### 1.3 TREE PROTECTION

- A. No trees shall be cut or felled without specific permission from the UC ANR's Representative. Trees cut or damaged without written permission of the UC ANR's Representative shall be subject to provisions of Repair and Compensation.
- B. During the course of construction, take all necessary precautions to protect the existing trees from injury or death. Protection shall be given to the roots, trunk, limbs and foliage of all existing trees.
- C. During the course of construction of approved Work within the tree protection zone, no roots larger than 2 inches in diameter shall be cut without prior written approval by the UC ANR's Representative.
- D. Do not permit the following within the tree protection zone of an existing tree, except as specified in this Section:
  - 1. Storage or parking automobiles or other vehicles.
  - 2. Stockpiling of building material, refuse, or excavated materials.

3. Skinning or bruising of bark.
4. Use of trees as support posts, power poles, or signposts; anchorage for ropes, guy wires, or power lines; or other similar functions.
5. Dumping of poisonous materials on or around trees and roots. Such materials include but are not limited to paint, petroleum products, contaminated water, or other deleterious materials.
6. Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches, and other miscellaneous excavation without prior written approval by the UC ANR's Representative.
7. Damage to trunk, limbs, or foliage caused by maneuvering vehicles or stacking material or equipment too close to the tree.
8. Compaction of the root area by movement of trucks or grading machines, storage of equipment, gravel, earth fill, or construction supplies, etc.
9. Excessive water or heat from equipment, utility line construction, under or near shrubs or trees.
10. Damage to root system from flooding, erosion, and excessive wetting and drying resulting from dewatering and other operations.
11. Do not use herbicide within the area of the tree protection zone without prior written approval from the UC ANR's Representative. The application of herbicides anywhere on the Project site to which can be attributed the decline or death of existing trees shall constitute negligence on the part of the Contractor. Contractor shall be liable for damages.
12. During construction the existing site surface drainage patterns shall not be altered within the area of the tree protection zone, except as shown on the Drawings.
13. Contractor shall not alter the existing water table within the area of the tree protection zone.
14. Grading is to be avoided within the tree protection zone unless absolutely necessary. Grading techniques and mitigation procedures are to be specified by the UC ANR's Representative.

E. Excavation Around Trees:

1. Excavation within tree protection zone of trees shall be done only where absolutely necessary and by, or at the direction and with approval from the UC ANR's Representative.

1.4 TRIMMING OF TREES

- A. In company with the UC ANR's Representative ascertain the limbs and roots, which are to be trimmed, and clearly mark them to designate the approved point of cutting.
- B. Cutting and pruning of trees as required to accommodate construction shall be done only with the specific permission and direction of the UC ANR's Representative.
- C. Dead and damaged trees that are determined by the UC ANR's Representative to be incapable of restoration to normal growth pattern shall be removed at no additional cost to the UC ANR.
- D. Cut evenly, using proper tools and skilled workers, to achieve neat severance with the least possible damage to the tree. Follow ISA Pruning Guidelines.

1.5 MAINTENANCE DURING CONSTRUCTION (NOT USED)

1.6 REPAIR AND COMPENSATION

- A. The UC ANR's Representative shall direct repair of trees injured by construction operations. Repairs shall be made promptly after injury occurs to prevent progressive deterioration of damaged trees.
- B. Any tree to remain which is injured or destroyed owing to the Contractor's failure to provide adequate protection shall be compensated for in accordance with the following schedule of values using "tree caliper" method (greatest trunk diameter, measured 30 inches above ground):
  1. For trees and shrubs with diameters up to and including 4 inches, compensation shall be the actual cost of replacement with item similar in species, size, and shape, including:

- a. Actual cost of item boxed out of ground.
    - b. Transportation and delivery of boxed item to Project site.
    - c. Planting and staking.
    - d. Maintenance, including watering, fertilizing, pruning, pest control, and other care for a period of 90 days.
  2. For trunks up to:
    - a. Twelve inches - \$7,200
    - b. Thirteen inches - \$8,200
    - c. Fourteen inches - \$9,200
    - d. Fifteen inches - \$10,000
    - e. Sixteen inches - \$11,500
    - f. Seventeen inches - \$12,000
    - g. Eighteen inches and over, add for each caliper inch - \$1,200
    - h. For each mature (5 years or older) Tree - \$30,000
  3. A penalty will be assessed for limb injury of \$200 per inch of limb diameter for any limb greater than 2 inches in diameter, measured where the limb should be pruned in order to make a proper thinning cut.
  4. A penalty will be assessed of \$20 per square inch of tree trunk area injured. This penalty shall be assessed when it is determined that the Contractor is responsible for damage to a tree trunk, but the tree is still healthy enough to remain at the site. An example of this kind of damage would be the collision of a tractor with the trunk of a mature tree where the bark is peeled back, and the injured area will require repair and healing.
- 1.7 SHRUB, GROUNDCOVER AND TURF PROTECTION
- 1.8 Keep damage to shrubs, groundcover, turf and other plant materials to a minimum.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 56 39

## SECTION 01 57 23 STORM WATER POLLUTION PREVENTION

### PART 1 - GENERAL

#### 1.1 APPLICABILITY

- A. Construction projects resulting in land disturbance of one acre or more: Contractor shall apply for coverage under the Construction General Permit, Waste Discharge Requirements Order No. 2009-0009 DWQ (National Pollutant Discharge Elimination System (NPDES) Permit No.CAS000002 prior to commencement of construction activities. The document is available from the State Water Resources Control Board website at [http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

#### 1.2 SCOPE

- A. Discharge of pollutants (any substance, material, or waste other than clear, uncontaminated storm water) from the project into the storm drain system is strictly prohibited by the North Coast Regional Water Quality Control Board's (RWQCB) Water Quality Control Plan (Basin Plan).
- B. Provide all material, labor, equipment for installation, implementation, and maintenance of all surface-water pollution prevention measures. This work includes the following:
  - 1. Provide, place, and install effective measures for preventing runoff of soil, silts, gravel, hazardous chemicals or other materials prohibited by the North Coast RWQCB from entering the storm water drainage system.
  - 2. Management of on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off into the storm drain system.
  - 3. Complying with applicable standards and regulations specified herein.
  - 4. Maintain the most current revised Storm Water Pollution Prevention Plan (SWPPP) at the Contractor's work site in hard copy. An electronic copy of the original and each revision shall be forwarded to the UC ANR's Representative.
  - 5. Review any changes in the SWPPP plan each week at the weekly meetings with UC ANR's Representative and others. At each weekly meeting, the Contractor shall submit a numbered checklist of the current status of each prevention measure on the job site.
  - 6. Installation of Post-Construction Best Management Practices (BMPs) in accordance with California Stormwater Quality Association's (CASQA's) *New Development and Redevelopment Stormwater Best Management Practice Handbook* and *Municipal Stormwater Best Management Practice Handbook*.
- C. In this section, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, ditches, and the Arboretum waterway.
- D. Sanitary sewer discharge regulations are intended to provide protection of the sanitary sewer system and the Center septic system(s). In this section, "sanitary sewer" shall include any sanitary sewer manhole, clean out, sewer laterals or other connection to the Center septic system.
- E. Contractor shall have storm water pollution prevention measures in place and conduct inspections year-round. It is the responsibility of the Contractor to be prepared for a rain event in the non-rainy season, and to be aware of weather predictions. UC ANR and UC-Hopland REC is not responsible for informing the Contractor of rain predictions.
- F. Sanitary sewer blockages can result in a back-up and discharge to the storm drain system. Contractor shall immediately notify the UC ANR's Representative if they become aware of a clogged sanitary sewer associated with the project.
- G. Contractor shall not allow any non-storm water from the project to enter the storm drain system. Examples of non-storm water include water used for dust suppression, pipe flushing and testing, and domestic supply water used to wash streets, painting and drywall equipment, vehicles, or other uses. Contractor shall immediately notify the UC ANR's Representative if they become aware of non-storm water entering the storm drain system.
- H. Water resulting from de-watering an excavation may be discharged to a storm drain only if it is free of pollutants, including sediment. Contractor shall use methods such as a settling basin or filter to

ensure that dewatering discharges are free of pollutants.

- I. All permanent structural and nonstructural control measures that are planned for the project to control pollutants in storm water discharges after construction is completed shall be delineated on a post-construction BMP Map. In this section "post-construction BMPs" shall include features designed to minimize pollutant discharges to the storm drain system such as bioswales, rain gardens, bioretention basins, and permeable pavement. Contractor shall provide operation and maintenance manuals for post-construction storm water management controls installed as part of this project.

### 1.3 REGULATIONS AND STANDARDS

- A. Contractor shall comply with the following applicable regulations:
  1. Clean Water Act, United States Environmental Protection Agency, and Porter-Cologne Water Quality Control Act, State of California.
  2. North Coast Basin (Region 1) Water Quality Control Plan (Basin Plan), California Regional Water Quality Control Board, 1998 Edition including revisions.
  3. Construction General Permit, Waste Discharge Requirements Order No. 2009-0009 DWQ (National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000002 as amended by 2010-00140DWQ). This Order is referred to as the Construction General Permit (CGP).
  4. Small Municipal Separate Storm Sewer System (MS4) General Permit, Waste Discharge Requirements Order No. 2013-0001-DWQ NPDES Permit No. CAS 000004. WDID # 5S57M200002
- B. Contractor shall comply with the following standards and guidelines on storm water pollution prevention:
  1. California Stormwater Quality Association (CASQA) - Construction BMP Handbook Portal. This document is available for a fee from the CASQA website at <http://www.casqa.org/>

### 1.4 QUALITY ASSURANCE

- A. Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and certified in accordance with the CGP.
- B. Qualified SWPPP Practitioner (QSP) shall oversee the implementation of all BMPs, monitoring, inspections and reports required by the Construction General Permit.

### 1.5 SUBMITTALS

- A. Submittals shall comply with requirements specified in Section 01 33 23 Shop Drawings, Product Data and Samples. All submittals listed below shall be submitted to the UC ANR's Representative 10 days prior to groundbreaking to allow for review and acceptance by the UC ANR. No sitework may occur prior to review and certification of the submittals.
- B. Construction projects resulting in land disturbance of one acre or more shall submit Permit Registration Documents (PRDs) and a Post-Construction BMP Map. PRDs shall be electronically submitted prior to commencement of construction activity using the State Water Resources Control Board's Storm Water Multi-Application Report Tracking System (SMARTS) at <http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin>. Contractor must register as a Data Submitter in SMARTS and provide their user ID# to the UC ANR's Representative prior to uploading PRDs. The following information shall be submitted and must be deemed complete by SMARTS, before a WDID number will be issued confirming coverage under the General Construction Permit.
- C. The Post-Construction BMP Map shall be submitted electronically to the UC ANR Representative with the initial PRDs. The Post-Construction BMP Map shall identify the storm water drainage patterns, drainage management areas, final impervious surfaces, vegetated areas, and all post-construction BMPs.
- D. Initial Permit Registration Documents (PRDs):
  1. Notice of Intent (NOI)
  2. Risk Assessment (Construction Site Sediment and Receiving Water Risk Determination): The

Contractor shall comply with additional permit requirements which are based on the outcome of the construction project risk determination. These requirements are outlined in the Construction General Permit (CGP).

3. Site Map
  4. Storm Water Pollution Prevention Plan (SWPPP) including a Construction Site Monitoring Program (CSMP) shall be certified by a Qualified SWPPP Developer (QSD) and shall meet the minimum criteria using the SWPPP template in Section 2, Appendix B of the CASQA - Construction BMP Handbook Portal available at <http://www.casqa.org/>. The SWPPP must contain all required elements specified in the CGP.
  5. UC ANR's Representative will secure the Annual Permit Fee which is payable to the SWRCB.
- E. Additional PRD Requirements:
1. The Annual Report is due by August 15th of each year. The reporting period is July 1<sup>st</sup> to June 30<sup>th</sup>.
    - a. Submittal of the report is completed by filling out the Annual Report form in the SMARTS on-line reporting system.
    - b. Records of all inspections and training shall be submitted to the UC ANR's Representative with the Annual Report.
  2. Notice of Termination (NOT) required within 90 days of when construction is complete. The NOT shall include the following documentation.
    - a. Photos showing final site stabilization;
    - b. Annual Report for the final reporting period up to the point of when construction was completed.
    - c. Post-Construction Water Balance Calculation. The contractor shall perform a post-construction assessment using the SMARTS Construction General Permit post-construction calculator for all non-LUP projects which increase the area impervious surface from pre-project conditions. The NOT shall only be submitted if the post-project Runoff Volume minus Volume Credits are equal or less than the Pre-Project.
    - d. Operation and Maintenance Plan for all post-construction BMPs and identification of the campus department responsible for implementation.
- F. Site work shall not commence until the initial Permit Registration Documents (PRDs) have been electronically submitted to the State Water Resources Control Board's Storm Water Multi-Application Report Tracking System (SMARTS) and a WDID number has been issued to confirm coverage under the Construction General Permit. PRDs will be reviewed and certified by the UC ANR of California Davis, Office of Environmental Health & Safety.

## 1.6 TRAINING REQUIREMENTS

- A. A certified Qualified SWPPP Developer (QSD) shall write, amend and certify SWPPPs.
- B. A certified Qualified SWPPP Practitioner (QSP) shall oversee all BMPs installation and monitoring required by the CGP.
- C. The Contractor shall ensure that all staff installing BMPs and conducting site monitoring are trained by a QSP on at least an annual basis. Training documentation shall be retained in the SWPPP.

## PART 2 - PRODUCTS

### 2.1 MATERIAL

- A. General: Provide materials as required for execution of the work.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The Contractor shall ensure that the SWPPP is current. Any change to schedule or project size shall be updated in SMARTS within 30 days of the increase to total disturbed acreage for projects greater than 1 acre.

### 3.2 SWPPP TOPICS

- A. The Contractor shall be responsible for the implementation of the SWPPP in accordance with the CGP and/or the SWMP until an NOT has been filed, or the Notice of Construction Project Completion Form has been submitted.
- B. Inspections shall be performed weekly, pre-storm, post-storm and at least once each 24-hour period during qualifying storm events by the QSP or a trained representative of the QSP. Non- storm water discharge observations shall be performed quarterly. A qualifying storm event has a 50 percent or greater probability of precipitation. Repairs and design changes to BMPs shall be implemented within 72 hours of identification.
- C. Installation of all post-construction BMPs shall be in accordance with CASQA's *New Development and Redevelopment Stormwater Best Management Practice Handbook* and *Municipal Stormwater Best Management Practice Handbook*.
- D. Retention of Records - All required storm water records must be maintained by the discharger for 3 years from the date the Notice of Termination (NOT) was approved by the RWQCB. Contractor shall provide copies of stormwater documents, inspections and reports to the UC ANR's representative at project completion.

### 3.3 ENVIRONMENTAL ENFORCEMENT

- A. The North Coast RWQCB has authority to enforce, through codified regulations, any portions of this Section that may violate applicable regulations. Agency enforcement may include but is not limited to: citations, orders to abate, bills for cleanup costs and administration, civil suits, and criminal charges. Contract compliance action by the UC ANR shall not be construed to void or suspend any enforcement actions by these or other regulatory agencies.
- B. Contractor shall notify the UC ANR's Representative within 24 hours after issuance of any citation(s) issued by any regulatory agency and shall be responsible for all fines and costs necessary to correct the conditions listed in the citation(s) to include all legal fees and UC ANR expenses.

END OF SECTION 01 57 23

## SECTION 01 60 00 PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS

- A. All material and equipment incorporated in the Work shall be:
  - 1. New, unless specifically noted otherwise in the Contract Documents.
  - 2. In condition acceptable to the UC ANR's Representative.

#### 1.2 TRANSPORTATION AND HANDLING

- A. Arrange for delivery of materials and equipment to minimize length of on-site storage prior to installation.
- B. All common carrier deliveries shall be marked for the Contractor. Identify location of Project site by Project name, street address, etc.
- C. UC ANR will not receive deliveries on behalf of the Contractor.
- D. Deliver manufactured products and materials in their original unbroken containers or bundles, clearly labeled with manufacturer's name, brand, and grade seal or model number and labels intact until time of use.
- E. Handle materials and equipment in a manner to avoid damage to products and their finishes.
- F. Promptly remove damaged or defective products from the Project site and replace at no additional cost to the UC ANR.

#### 1.3 STORAGE AND PROTECTION

- A. Other than Project site, storage space may not be available.
- B. Store manufactured products in accordance with manufacturers' instructions and with seals and labels intact and legible.
  - 1. Keep materials clean, dry, and undamaged.
  - 2. Store products subject to damage by the elements in weathertight enclosures.
  - 3. Maintain temperature and humidity in accordance with manufacturers' recommendations.
- C. Exterior Storage
  - 1. Store materials and equipment above ground on blocking or skids to prevent soiling, staining, and damage.
  - 2. Cover products that are subject to damage by the elements with impervious protective sheet coverings. Provide adequate ventilation to prevent condensation.
  - 3. Store sand, rock, or aggregate material in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- D. Arrange storage to allow adequate inspection.
- E. Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.
- F. Protection After Installation
  - 1. Use protective materials and any methods necessary to prevent damage to installed materials and equipment from traffic, construction operations, weather, etc. Remove protection when no longer required.
  - 2. Maintain temperature and humidity conditions in interior spaces for the Work in accordance with manufacturers' instructions for the materials and equipment being protected.

#### 1.4 UNDERWRITERS' LABORATORIES LABEL

- A. Materials and equipment, for which Underwriters' Laboratories, Inc. (UL) standards have been established and their label service is available, shall bear the appropriate UL Label.



1.5 MANUFACTURERS' TRADE MARKS AND NAMES

- A. UC ANR's Representative reserves the right to review and request the removal or redesign of manufacturers' trade marks and names on items of materials and equipment which will be exposed to view in the completed Work. Such removal or redesign shall be at no additional cost to the UC ANR.

1.6 LEED AND ENVIRONMENTAL PERFORMANCE REQUIREMENTS (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 60 00

SECTION 01 71 23 FIELD ENGINEERING

PART 1 - GENERAL

1.1 PREPARATION

- A. Lay out and install all Work to lines and grades in accordance with Contract Documents.

1.2 LAYOUTS AND MEASUREMENTS (NOT USED)

1.3 SURVEY REFERENCE POINTS (NOT USED)

1.4 PROJECT SURVEY REQUIREMENTS (NOT USED)

1.5 RECORDS

- A. Maintain a complete and accurate log of all control and survey Work as it progresses.
- B. On completion of foundation walls and major site improvements, prepare a certified survey showing all dimensions, locations, and angles of construction.

1.6 SUBMITTALS (NOT USED)

1.7 SUPPORT AND BRACING (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 71 23

SECTION 01 71 33 PROTECTION OF ADJACENT CONSTRUCTION (NOT USED)

SECTION 01 73 23 BRACING AND ANCHORING (NOT USED)

SECTION 01 73 29 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included

1. Patching and matching existing Work altered or disturbed to accommodate new construction.
2. Patching and matching existing Work damaged or defaced during new construction as required to restore to condition at time of award of Contract.
3. Matching of new Work in existing construction to adjacent existing Work unless otherwise noted.
4. Execute cutting, patching and matching in a manner to prevent damage to other Work and to provide proper surfaces for the installation of repairs, penetrations through surfaces, equipment, or other items.

1.2 SUBMITTALS

- A. Submit in accordance with Section 01 33 23 Shop Drawings, Product Data.
- B. Product Literature and Shop Drawings: Submit for review materials, methods, or systems different from existing Work to be matched.
- C. Samples as requested by the UC ANR's Representative.

1.3 QUALITY ASSURANCE

A. Design Criteria

1. Patching shall achieve security and protection where exposed to weather, and shall preserve the continuity of existing fire ratings.
2. Cutting, patching and matching shall successfully duplicate the undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute over whether the duplication is successful or has been achieved to a reasonable degree, the judgment of the UC ANR's Representative shall be final.
3. Notify UC ANR Representative in writing if non-complying existing construction or field conditions are encountered.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in the original packages, containers or bundles with seals unbroken and labels intact until time of use.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements: Follow the manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials shall be as required to match the appearance, quality and performance of the existing finishes to be duplicated and materials to be replaced.
- B. Where the existing finish to be duplicated was achieved with materials now out of production or otherwise unavailable, obtain review and acceptance by the UC ANR's Representative of substitutions.
- C. Provide primers, sealers, underlayments, backing, blocking, furring, suspension systems, and related items required for any purpose in patching existing Work.
- D. Materials shall be subject to the review of and acceptance by the UC ANR's Representative.

## PART 3 - EXECUTION

### 3.1 GENERAL REQUIREMENTS

- A. Perform Work in accordance with the manufacturer's recommendations, deviating only as directed by the UC ANR's Representative to achieve a good match.
- B. For the following items, employ the installer or fabricator to perform any cutting, patching or matching of such items:
  - 1. Weather-exposed or moisture-resistance elements.
  - 2. Fireproofing.
  - 3. Finishes surfaces exposed to view.
- C. Adjust and fit products to provide a neat installation.
- D. Inform the UC ANR's Representative of locations where Work will be noisy, and obtain the UC ANR's Representative approval of the times during which such Work will be done; otherwise keep noise to a minimum.
- E. Finish or refinish surfaces as required to match adjacent finishes. Refinish to nearest intersection or refinish entire assembly.

### 3.2 PAINTING (NOT USED)

### 3.3 PAVEMENT

- A. Asphaltic and Portland Cement concrete shall be patched to match adjacent surfaces and thickness, with similar material, e.g., exposed aggregate concrete, colored concrete, etc.
- B. Remove and replace all damaged concrete and all concrete to be demolished to the nearest full depth joint. Surface scribed and partial depth sawn joints shall not be acceptable in lieu of full depth joints unless specifically approved by the UC ANR Representative.
- C. Restore pavement markings.
- D. Other paving materials and systems such as decomposed granite; stone pavers, etc. shall be replaced or restored in kind. Replace or restore an entire panel or area to present a uniform appearance to the satisfaction of the UC ANR's Representative.
- E. All new surfaces shall be within 1/4 inch elevation of adjacent surfaces. All slopes to adjacent surfaces shall be less than 1 in 20, unless approved by UC ANR's Representative.

### 3.4 LANDSCAPING AND IRRIGATION

- A. Restore to pre-existing condition, using similar materials.

### 3.5 MECHANICAL AND ELECTRICAL SYSTEMS (NOT USED)

END OF SECTION 01 73 29

## SECTION 01 74 00 CLEANING AND WASTE MANAGEMENT

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS

- A. During the progress of the Work, keep the Project site in a neat and clean condition that is free of debris to the satisfaction of the UC ANR's Representative. All materials and debris accumulated in conjunction with completing this Work shall be legally recycled or disposed of by Contractor off campus. Refer to Section 01 77 00 Closeout Procedures for final cleaning requirements.
- B. Furnish labor, containers, transportation and payment of fees associated with recycling, reuse, salvage and disposal of demolition and construction materials. Do not use UC ANR refuse or recycling containers except as specifically permitted below.

#### 1.2 RECYCLING

- A. Recover for reuse and recycling debris and waste materials from the Work to achieve a minimum goal of diverting 75 percent of total Project waste (by weight) from landfill. Materials that cannot be reused nor recovered and recycled shall be disposed of as waste and debris in a legal and conscientious manner. Contractor may keep all revenues and other incentives for recycling materials from the project.
- B. Recycle, re-use or salvage all of the following materials removed during demolition or transported to the project site and not incorporated into the Project. Provide separate containers with identifying signage for source separation of the following resources. Do not transport these materials to a landfill site:
  - 1. Household recyclables including office paper, plastic bottles, plastic wrapping, etc.
  - 2. Clean dimensional wood, pallet wood
  - 3. Concrete
  - 4. Concrete Block, Brick
  - 5. Cardboard and paper board
  - 6. Glass
  - 7. Gypsum Boards
  - 8. Paint (Non-Lead Base Paint)
  - 9. Metal/Copper/ Steel/Aluminum
  - 10. Organic material suitable for composting or other recycling
  - 11. Demolished fence fabric or barbed wire
  - 12. Demolished fence posts – wood or metal
  - 13. Unused fence fabric, posts or gate materials – wood or metal
- C. Asphalt grindings shall be delivered from the Project to a location outside of UC ANR property unless otherwise directed by the UC ANR's Representative. Transportation cost shall be borne by the Contractor.

#### 1.3 HAZARDOUS MATERIALS

- A. The UC ANR has determined that there are no known hazardous substances on this project. Should any suspicious substances be found notify UC ANR's Representative and refer to Section 01 35 43 Environmental Procedures.

#### 1.4 DISPOSAL

- A. All excess clean soil may be disposed of by the Contractor on-site UC ANR property, at no additional cost to the UC ANR. Coordinate disposal with University representative.
- B. Solvents, oils and any other material that may be harmful to plant life shall be disposed of in containers. At completion of Work, any contaminated soil shall be removed from the UC ANR's property and replaced with good soil by Contractor at no additional cost to the UC ANR.
- C. Do not burn or bury rubbish or waste materials on the UC ANR's property.

#### 1.5 SUBMITTALS

A. Waste Management Plan (Non-Hazardous Materials) as shown in the exhibits:

1. The Waste Management Plan shall include a list of anticipated types and quantities of waste materials generated from the Project site and proposed siting locations (including map) for waste/recycling containers. The plan shall identify materials to be recycled, re-used or salvaged. It shall include efforts at source reduction, material handling procedures and collection of weight and hauling destination information.
2. Source Reduction: List processes that minimize waste such as working with suppliers to take back or buy back substandard, rejected or unused items and to deliver supplies using returnable pallets and containers. Also include procedures to minimize breakage, mishandling, contamination, and other factors that reduce job site waste.
3. Material Handling Procedures: List means by which source separated waste materials will be protected from contamination, and the means for recycling them consistent with requirements for acceptance by designated facilities.
4. Submit the initial Waste Management Progress Report – Construction Recycling Report to the UC ANR Representative within 10 days after the Notice to Proceed and prior to any waste removal. Update and resubmit the plan prior to final inspection. The final update shall include:
  - a. Total amount of waste in tons landfilled from the Project and the identity of the transfer station/landfill.
  - b. Total amount (in tons) of each material recycled, reused, or salvaged from the Project and the receiving party.
  - c. Total amount of all materials recycled in tons.
  - d. Total percentage of material recycled in tons.

B. Waste Management Progress Report – Construction Recycling Report as shown in the exhibits:

1. The Progress Report shall include a summary of waste materials (recycled, salvaged, reused, disposed, etc.) by the Project. The Progress Report shall contain the amount of material (in tons) and the destination (landfill facility, material recovery facility, transfer station, used building materials yard, etc.). Attach weigh bills, disposal fees paid and other documentation confirming amount and disposal location of waste/recycled materials.
2. Update monthly and submit on the first business day of each calendar month. PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 WASTE MANAGEMENT IMPLEMENTATION

- A. Designate an on-site person responsible for instructing workers and overseeing sorting and recording of waste/recyclable materials.
- B. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- C. Meetings: The Construction Waste Management meetings shall include subcontractors affected by the Waste Management Plan as well as the UC ANR's Representative.
- D. Limit recycling and waste bin areas to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked in order to avoid contamination of materials. Recycled, re-used and salvaged materials shall be sorted on site unless the Contractor can demonstrate that there is insufficient space to accommodate it.
- E. Do not stockpile resources or waste on-site beyond the period necessary for sorting and accumulation of practical quantities for transport off-site. Do not sell resources on the UC ANR's property. Provide for periodic collection of resources or waste and transportation off-site.

END OF SECTION 01 74 00

## SECTION 01 77 00 CLOSE-OUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 FINAL COMPLETION

- A. When Work is complete, submit written certification to UC ANR's Representative that:
  - 1. Work has been inspected for compliance with the Contract Documents.
  - 2. Work has been completed in accordance with the Contract Documents.
  - 3. Equipment and systems have been tested in presence of the UC ANR's Representative and are operational.
  - 4. Work is complete and ready for final inspection.

#### 1.2 PREPARATION FOR FINAL INSPECTION

- A. Perform final cleaning as specified below.
- B. In accordance with Section 01 78 00 Close-Out Submittals, assemble guarantees/warranties with service and maintenance contracts, operating and maintenance instructions, and other items as specified, and submit to the UC ANR's Representative.

#### 1.3 FINAL CLEANING

- A. Upon completion of the Work, promptly remove from the vicinity:
  - 1. All of Contractor's equipment.
  - 2. All temporary structures.
  - 3. All surplus material, including construction debris, lumber, etc.
  - 4. Mock-ups, field samples, and similar submittals unless directed otherwise by the UC ANR's Representative.
  - 5. Remove waste, surplus materials and rubbish from Project site, including roof areas.
- B. The entire Project site shall be left in a neat and clean condition to the satisfaction of the UC ANR's Representative.
- C. Execute final cleaning prior to final inspection. Cleaning shall be by experienced professional cleaners.
  - 1. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish glass and glossy surfaces, glazing vacuum all floors.
  - 2. Vacuum and wipe sides of electrical panels.
  - 3. Comply with manufacturer's instructions for cleaning.
  - 4. Clean each surface or unit to condition expected from normal, commercial cleaning and maintenance program.
  - 5. Clean Project site, sweep paved areas, rake clean ground surfaces.
  - 6. Remove stains, dirt, finger marks, etc., from wall surfaces and trim.
  - 7. Disinfect, clean and polish all plumbing fixtures.
  - 8. Use cleaning materials and methods that will not create hazards to health or property or cause damage to products or Work.
  - 9. Remove temporary tapes, wrapping, coatings, paper labels, and similar items. Dust, mop, wash or wipe exposed and semi-exposed surfaces as necessary to leave Work in new, clean condition.
  - 10. Cleaning products shall meet the Green Seal Environmental Standard for Industrial and Institutional Cleaners (GS-37).

#### 1.4 RESTORATION OF DAMAGED WORK

- A. Restore or replace, as specified or directed by the UC ANR's Representative, materials and finishes damaged from movement of equipment or other operations at no additional cost to the UC ANR.

- B. Restoration shall be equal to original Work, and finishes shall match appearance of existing adjacent Work.

1.5 REMEDIAL WORK

- A. Remedial Work necessary owing to faulty workmanship or materials shall be at no additional cost to the UC ANR.
- B. Work shall be coordinated with UC ANR's Representative and performed at such time and in such manner to cause minimal interruption and inconvenience to UC ANR's operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 77 00



## SECTION 01 78 00 CLOSE-OUT SUBMITTALS

### PART 1 - GENERAL

#### 1.1 GUARANTEES

- A. Compile and submit guarantees, bonds, and service and maintenance contracts specified in the individual Specification Sections.
- B. Guarantees from Subcontractors shall not limit Contractor's warranties and guarantees to the UC ANR. Whenever possible, Contractor shall cause warranties of Subcontractors to be made directly to the UC ANR. If such warranties are made to the Contractor, Contractor shall assign such warranties to the UC ANR prior to final payment.
- C. Submittal Requirements
  - 1. Submit written guarantees, in the form of Guarantee/Warranty Form as shown in the exhibits in accordance with Section 01 33 23 Shop Drawings, Product Data and Samples. Submit the original forms on sheets 8-1/2 by 11 inches punched for 3-ring binder. Fold larger sheets to fit into binders.
  - 2. Submit an electronic copy in .PDF format with the warranties in sequence by specification number. Where one warranty form covers multiple specifications, provide additional copies to place in subsequent specification locations.
  - 3. Assemble required guarantees, bonds, and service and maintenance contracts.
  - 4. Number: 1 commercial quality, 3-ring binder, with durable and cleanable plastic covers.
  - 5. Identify each binder on the cover with typed or printed title, "Guarantees and Bonds", and the following:
    - a. Project No.
    - b. Title of Project.
    - c. Name of Contractor.
  - 6. Table of Contents: Neatly typed and in orderly sequence. Provide complete information for each item as follows:
    - a. Product or Work item.
    - b. Firm name, address, telephone number and name of principal.
    - c. Scope.
    - d. Provide information for UC ANR's personnel.
      - 1) Proper procedure in case of failure.
      - 2) Circumstances that might affect the validity of guarantee or bond.
  - 7. Binder Format:
    - a. Place warranties in sequence by specification number. Where one warranty form covers multiple specifications, provide additional copies to place in subsequent specification locations.
    - b. Provide tabs for each CSI division.
  - 8. Submit an electronic copy in .PDF format with the warranties in sequence by specification number. Where one warranty form covers multiple specifications, provide additional copies to place in subsequent specification locations.
  - 9. Time of Submittals
    - a. Within 10 days after date of Substantial Completion, prior to request for final payment.
    - b. For Work activities, where Final Completion is delayed beyond the date of Substantial Completion, provide updated submittal within 10 days after Final Completion, listing the date of Final Completion as the start of the Guarantee to Repair Period.

## 1.2 PROJECT RECORD DOCUMENTS

- A. Submit the record documents in accordance with Section 01 78 39 Project Record Documents.

## 1.3 SPARE PARTS AND MAINTENANCE MATERIAL (NOT USED)

## 1.4 OPERATION AND MAINTENANCE MANUALS

### A. Work Included

1. Compile Product Data and related information appropriate for UC ANR's maintenance and operation of products provided under this Contract.
2. Prepare operating and maintenance data as specified herein and as specified in individual Specification Sections.

### B. Form of Submittal

1. Prepare data in the form of an instructional manual for use by UC ANR's personnel.
  - a. Format
    - 1) Size: 8-1/2 by 11 inches.
    - 2) Paper: 20 lb. minimum, white, for typed pages.
    - 3) Text: Manufacturers' printed or neatly typewritten data.
    - 4) Drawings
      - (a) Provide reinforced punched binder tab that is bound with the text.
      - (b) Fold larger Drawings to the size of the text pages.
    - 5) Provide fly-leaf for each separate product or each piece of operating equipment.
      - (a) Provide typed description of products and major component parts of equipment.
      - (b) Provide indexed tabs.
    - 6) Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions". List the following:
      - (a) Project No.
      - (b) Title of Project.
      - (c) Identify general subject matter covered in the volume.
  - b. Binders
    - 1) Commercial quality three-ring binders with durable and cleanable plastic covers.
    - 2) When multiple binders are used, correlate the data into related groups.
  - c. Submit an electronic copy of all material in .PDF format organized identically to the manual. The electronic copy shall be broken into individual files by equipment and system.

### C. Content of Manual (NOT USED)

### D. Manual for Equipment and Systems (NOT USED)

### E. Submittal Requirements

1. Submit 2 copies of the draft of the proposed format and table of contents prior to preparation of the data and a minimum of 45 days prior to the date of Substantial Completion or the scheduled training (whichever occurs first).
2. Submit 1 copy of the complete data in final draft form on or before 75 percent progress payment submittal.
3. Submit 4 copies of the approved data in final form a minimum of 7 days prior to the scheduled training or the inspections scheduled to establish Substantial Completion (whichever occurs first).
4. Submittal and acceptance of the operations and maintenance data is a prerequisite for

issuance of the Certificate of Substantial Completion.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 78 00

## SECTION 01 78 39 PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Record Documents consist of As-Built Project Drawings, Shop Drawings, Coordination Drawings (layout drawings), Specifications, and Addenda with all as-built information recorded on them, and Record Drawings that incorporate all as-built information.
- B. Store Project record documents and samples in the Contractor's office separate from documents used for construction.

#### 1.2 RECORD DOCUMENTS

##### A. As-Built Project Drawings

- 1. Maintain on Project site at all times in an approved location and in a clean, dry legible condition, 1 set of Project Drawings and 1 set of all Shop Drawings. These documents shall be used to record as-built conditions on a day-to-day basis, and shall be kept current, and shall be available for inspection by the UC ANR's Representative during normal working hours.
- 2. Track changes to the Documents in blue ink.
- 3. Record the following types of information on record drawings:
  - a. Location of Work buried under or outside the building, such as plumbing and electrical lines and conduits. Provide horizontal and vertical dimensions from fixed points. Record all locations of underground Work, points of connection, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
  - b. Locations of all significant Work concealed inside the building, the locations of which were changed from those shown on the Drawings.
  - c. Locations of all items, not necessarily concealed but varying from the locations shown on the Drawings.
  - d. All changes in size, location, and other features of installation not shown on Drawings.
  - e. Sufficient information such that Work concealed in the building may be located with reasonable ease and accuracy. This may be accomplished by dimension or by stating the relationship to the spaces in the building near which the Work was installed. The UC ANR's Representative's decision on what constitutes sufficient information shall be final.
  - f. All electrical and control installations to indicate terminal points, wire numbers/circuit numbers, panel designations, device identification, and sequence of operations.
  - g. Record existing below-grade utilities if they are exposed by the project or are located within the Project boundary on the record drawings.
  - h. All changes shall be sketched or referenced directly on the record documents. If changes to the documents are issued via Addenda, RFI, Field Order, Letter of Instruction, or Change Order and include a detailed sketch, attach the sketch directly to the record documents.
- 4. Additional Drawings shall be provided as required to properly describe changes.

##### B. Specifications and Addenda

- 1. Record the following:
  - a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - b. Changes made by Addenda, Change Order or Field Order, and clarifications and interpretations made by Letter of Instruction.

##### C. Coordination Drawings

- 1. Maintain the Coordination Drawings required by Division 22-Plumbing, and Division 26-Electrical of the Specifications similar to the requirements for the Project drawings noted above. These layout drawings are not shop drawings as defined by the General Conditions, but, together with shop drawings or layout drawings of all other affected Sections, are used to check, coordinate, and integrate the Work of the various Sections.

1.3 SUBMITTAL OF PRELIMINARY RECORD DOCUMENTS.

- A. Upon completion of the site underground work the submit on compact disk a digital color scanned copy of the Civil Drawings in pdf format to the UC ANR's Representative. Submit in accordance with Section 01 33 23 Shop Drawings, Product Data and Samples

1.4 SUBMITTAL OF FINAL PROJECT RECORD DOCUMENTS

- A. Upon completion of the Work, the record documents shall be certified by the Contractor to represent the true, as-built conditions and submitted to the UC ANR's Representative.
- B. Submittal and acceptance of complete and final Project Record Documents is a prerequisite for issuance of the Certificate of Substantial Completion.
  - 1. For Work included in the Certificate of Substantial Completion, submit complete and final Project Record Documents a minimum of 14 days prior to the date of Substantial Completion.
  - 2. For Work excluded from the Certificate of Substantial Completion, submit a minimum of 14 days prior to the date of acceptance of the Work.
- C. Submit the final Record Documents in accordance with Section 01 33 23 Shop Drawings, Product Data, and Samples.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 78 39