CONSTRUCTION DOCUMENTS

FOR

PROJECT NO. M030667
HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION
NORTH/SOUTH WING
OSHPD NO.: I140010-34-04

FACILITIES DESIGN AND CONSTRUCTION
FACILITIES PLANNING AND DEVELOPMENT DIVISION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER

SACRAMENTO, SACRAMENTO COUNTY
CALIFORNIA

NOVEMBER 2018
November 7, 2018

PROJECT NO.  M030667; OSHPD NO.: II40010-34-04
HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMISSION
NORTH/SOUTH WING
UC DAVIS MEDICAL CENTER

SUBJECT: NOTICE TO ALL PLAN HOLDERS

Dear Prospective Bidder:

A mandatory Pre-Bid Conference and Project Job Walk will be conducted on Tuesday, November 13, 2018, at 9:30 AM, at Facilities Design and Construction, UC Davis Medical Center, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817.

Prospective Bidders arriving after the Pre-Bid meeting start time of 9:30 AM will be automatically disqualified from submitting a bid as a Prime Contractor for this project. Please plan to arrive approximately 45 minutes prior to the meeting to allow time for parking; maps are available at office.

The University has determined that bidders shall be familiar with the University specific job site requirements to be eligible to bid. ONLY THOSE BIDDERS WHO HAVE ATTENDED THE ENTIRE MANDATORY PRE-BID CONFERENCE AND PROJECT JOB WALK FOR THIS PROJECT WILL BE ELIGIBLE TO SUBMIT A BID.

The Bid Documents should be read prior to attending the meeting. Please bring this set of Bid Documents to the Pre-Bid Conference. The University recommends that the person(s) preparing the bid documents also attend the conference.

Attendance at the Pre-Bid Conference and Project Site Walk-Through is MANDATORY for bid compliance. Thank you.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

[Signature]
Leila Couceiro
Interim Contracts Manager
CERTIFICATION

Project No.: M030667
Name of Project: HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMISSION NORTH/SOUTH WING

Project Manager: Dave Brooks  11-6-2018

Bidding Documents
Prepared By
Name of Firm: Lionakis
Address: 1919 Nineteenth Street
City, State, Zip Code: Sacramento, CA  95811

Signed:  
(Signature of an officer of the firm named above)

Typed Name: Steven Sugioka
Title: Architect

Certification:  
(Affix below professional registration stamp of the person named above with signature/expiration date.)

LICENSED ARCHITECT
STEVENS SUGIOKA
STATE OF CALIFORNIA
C10245
TABLE OF CONTENTS

Cover Page
Notice to all Plan Holders
Certification
Table of Contents
Advertisement for Bids and Announcement to Prequalified Bidders
Location Map
Project Directory
Instructions to Bidders
Supplementary Instructions to Bidders
Information Available to Bidders
Scope of Work – Section 01 00 50 (specific for each bid package)
Bid Form (specific for each bid package)
Bid Bond (specific for each bid package)
Qualification Questionnaire (for BP-02; BP-03; BP-04 & BP-05)
Agreement
General Conditions
Supplementary Conditions
Exhibits
Specifications Table of Contents
List of Drawings
Preliminary Project Schedule (see attached flashdrive)
Specifications (see attached flashdrive)
Drawings (see attached flashdrive)
Bid Reference Documents (see attached flashdrive)
ADVERTISEMENT FOR BIDS AND ANNOUNCEMENT TO PREQUALIFIED BIDDERS

Subject to conditions prescribed by the University of California, Davis Medical Center sealed bids for Prime Trade Contracts are invited for the following work:

9559040 – HOSPITAL SEISMIC UPGRADE, INCENTIVE 3 – STAIR TOWER & CORRIDOR UPGRADE
M030667 – HOSPITAL SEISMIC UPGRADE, INCENTIVE 4 – DECOMMISSION NORTH/SOUTH WING

The two subject projects will be constructed by multiple prime trade contractors, each working under a separate contract or contracts with the University. This procurement is for contractors to perform the work identified in the bid packages listed below. Contractors who are awarded each contract will be referred to as a “Prime Trade Contractor.” License requirements are stated for each bid package in accordance with California State Law. Each bid package below includes work on both projects (construction estimates combine costs for Incentives 3 and 4).

**Bidder Qualifications:** To be eligible for consideration of award, bidders for bid packages BP-02, BP-03, BP-04 and BP-05 must have the minimum experience set forth in the Supplementary Instructions to Bidders and Qualification Questionnaire for each bid package. The University has already prequalified bidders for BP-01: General Construction. Only prequalified bidders listed below are eligible to bid on BP-01. For the remaining bid packages, bidders must submit qualification documents as an attachment to the Bid Form.

**BP-01: General Construction**
License Class: B - General Building
Estimated Cost: $5,300,000
**Only the following, prequalified bidders are allowed to submit bids for BP-01:** Carter-Kelly, Inc. and Modern Building, Inc.

**BP-02: Demolition & Abatement**
License Class: C21 Building Moving/Demolition and C22 Asbestos Abatement
Estimated Construction Cost: $2,800,000
Bidder Qualifications required at bid time.

**BP-03: Mechanical & Plumbing and Design, Engineering and Installation of Seismic Bracing**
License Class: C20 HVAC and C36 Plumbing
Estimated Construction Cost: $5,800,000
Bidder Qualifications required at bid time.

License Class: C7 Low Voltage Systems and C10 Electrical
Estimated Construction Cost: $4,200,000
Bidder Qualifications required at bid time.

**BP-05: Fire Protection Design, Engineering and Installation**
License Class: C16 Fire Protection
Estimated Construction Cost: $190,000
Bidder Qualifications required at bid time.

A Mandatory Pre-Bid Conference and Job Walk will be conducted on Tuesday, November 13, 2018 at 9:30 a.m. at Facilities Design and Construction, 4800 2nd Ave., Suite 3010, Sacramento, CA 95817. In order to bid as Prime Trade Contractor, bidders must be present no later than the scheduled start time for the meeting and attend both the conference and the job walk in their entirety. For further information, contact University’s Representative, Brendan Mulholland at bmulholland@mccarthy.com.

**PARKING INSTRUCTIONS:** Pre-Bid Conference and Job Walk attendees should plan to arrive at least 45 minutes prior to scheduled meeting time to arrange for parking. Limited 2-hour free parking is available (on a first-come,
first-serve basis) in the front of the Facility Support Services Building (FSSB) located at 4800 2nd Avenue, Sacramento. Additional free parking is available at the Contractors Parking Lot on 2nd Avenue.

Bids will be received only at: Facilities Design and Construction, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817. Electronic submissions are not acceptable.

Bid Deadline: Sealed bids for all bid packages must be received on or before 11:00 a.m. Tuesday, December 18, 2018.

Project Description:

Project 9559040, Hospital Seismic Upgrade, Increment 3 – Stair Tower and Corridor Upgrade: Reconfigure the East Wing exiting and infrastructure in preparation for (Increment 4) De-commissioning of the North/South Wing. Work will include new exit stair tower, upgrades to the existing exit corridor system, upgrading bathrooms to ADA standards, rerouting plumbing, mechanical and electrical systems.

Project M030667, Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing: Decommission the North/South Wing of the UC Davis Medical Center including severing all utilities except as required by code and providing barriers to restrict all access into this wing. Work will include rerouting remaining plumbing, mechanical and electrical systems to isolate the North/South Tower infrastructure from the East Tower, construction of all physical barriers to bar all physical access to the North/South Tower and to ready the structure for future demolition (Hospital Seismic Upgrade Phase 5).

The East Wing and North/South Tower will be occupied during construction. Existing fire/life safety systems and infection control measures must be maintained throughout the project.

As described in more detail in the bidding documents, significant features of this multiple prime contract method of constructing the project are as follows:

The University will award separate prime trade contracts to the various trades necessary to construct the entire project. The Prime Trade Contractor will be required to work at a project site shared by other Prime Trade Contractors and contractors ("Separate Contractor") hired by the University, to cooperate with such other contractors, and to coordinate its work with the work of the other contractors.

The Prime Trade Contractor will be required to perform its work in accordance with a Master Project Schedule to be developed, updated, and maintained by the University Representative after award of the Prime Trade Contract. The Prime Trade Contractor will be required to provide specified scheduling information necessary for the development, updating, and maintenance of the Master Project Schedule by the University Representative.

The Prime Trade Contractor will be required to commence its work on or after 01/14/2019.

The Prime Trade Contract must be fully completed on or before 01/18/2021.

Bidding Documents will be available to Bidders beginning on Wednesday, November 7, 2018 and will be issued only at:

Facilities Design and Construction
UC Davis Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817-2216
Tel.: 916-734-7024
http://www.ucdmc.ucdavis.edu/facilities/contractors/OUT-TO-BID.html
Checks for a non-refundable fee will be required in the amount of $30.00 per printed set of Bidding Documents. Checks are to be made payable to "The Regents of the University of California." The bidding documents are not to be returned. Documents can also be downloaded from the website above at no cost.

Bids will not be accepted after the date and time stipulated above for all Bid Packages.

Bid Security in the amount of 10% of the Lump Sum Base Bid, excluding alternates, shall accompany each Bid. The Surety issuing the Bid Bond shall be on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its 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 rates at the location of the Work.

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

California Wage Determination (2018-2) Date: November 2, 2018

No contractor or subcontractor, regardless of tier, may be listed on a Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1. 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 $13 per hour as of 10/01/2015, $14 per hour as of 10/01/2016, and $15 per hour as of 10/01/2017) and shall comply with all applicable federal, state and local working condition requirements.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

NOVEMBER 2018

Thomas Emme – Manager
Facilities Design and Construction

Karen Brown – Manager
Capital Finance
**PROJECT DIRECTORY**

**Project Name:**  HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING

**Project Number:**  M030667

**Location:**  Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
T: 916-734-7024; F: 916-734-7751

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

**University's Responsible Administrator:**  Joel Swift, AIA, LEED AP – Director
Facilities Planning and Development Division

**University's Project Manager:**  Dave Brooks

**University's Representative:**  McCarthy Building Companies
2241 Douglas Blvd., Suite 200
Roseville, CA 95661
T: 916-786-3833

**All bidding inquiries shall be directed only to:**  Brendan Mulholland
McCarthy Building Companies
2241 Douglas Blvd., Suite 200
Roseville, CA 95661
T: 916-786-3833
bmulholland@mccarthy.com

**Design Professional:**  Lionakis
1919 Nineteenth Street, Sacramento, CA 95811
T: 916-558-1900; F: 916-558-1919

**Address for Stop Notices:**  Karen Brown, Manager
Capital Finance
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

**Address for Demand for Arbitration:**  Western Case Management Center
6795 N. Palm Avenue, 2nd Floor
Fresno, CA 93704

**A copy of the Demand for Arbitration must be sent to:**  University of California
Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607

Thomas Emme, Manager
Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

**Address for filing Bid Protests:**  Leila Couceiro, Interim Contracts Manager
Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Email: lcouceiro@ucdavis.edu

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*Project Directory*
April 12, 2018
MPT.PD
INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS

ARTICLE 2 – BIDDER’S REPRESENTATIONS

ARTICLE 3 – BIDDING DOCUMENTS

3.1 COPIES
3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS
3.3 PRODUCT SUBSTITUTIONS
3.4 SUBCONTRACTORS
3.5 ADDENDA
3.6 BUILDER’S RISK PROPERTY INSURANCE

ARTICLE 4 – PRE-BID CONFERENCE

ARTICLE 5 – BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS
5.2 BID SECURITY
5.3 SUBMISSION OF BIDS
5.4 MODIFICATION OR WITHDRAWAL OF BID

ARTICLE 6 – CONSIDERATION OF BIDS

6.1 OPENING OF BIDS
6.2 REJECTION OF BIDS
6.3 AWARD

ARTICLE 7 – BID PROTEST

7.1 FILING A BID PROTEST
7.2 RESOLUTION OF BID CONTROVERSY
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 Advertisement for Bids and which may be revised by Addenda.

1.5 The term "Bidder" means a person or firm that submits a Bid.

1.6 The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.7 The Term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.

1.8 As used in these Instructions to Bidders, the term "Facility" means the University’s Facility office issuing the Bidding Documents.

1.9 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.

1.10 The term "Planholder" means a person or entity known by the issuing office to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.

1.11 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform the Unit Price Work for a fixed price per unit of measurement.

1.12 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 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, December 25th, and every day designated by the University as a holiday.

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.

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 Advertisement 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 other 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) name of Subcontractor; (3) city of Subcontractor's business location; (4) California contractor license number; (5) Department of Industrial Relations (DIR) registration number. An inadvertent error in listing the California contractor license number and or DIR registration number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number and or registration number is submitted in writing, and actually received from, the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number and or registration 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 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.

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."

3.5 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 any time 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. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or unit price 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. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 **BID SECURITY**

5.2.1 Each Bid shall be accompanied by Bid Security, in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with University on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the University or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or University may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to University the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which University procures the Work.
5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. The surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, 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, the University will retain that Bidder’s Bid Security. If the security is in the form of a Bid Bond, the security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, 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 (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 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

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 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly.

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 the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way materially 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 in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure
that, at University's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify which Bid belongs to which Bidder from being revealed to the representative of the University selecting the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, University will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

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 in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

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 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 Prime Trade Contractor Schedule as required under Article 3 of the General Conditions.
.8 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application For Payment, Selection of Retention Options and Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.
.9 Cost Breakdown as required by Article 9 of the General Conditions.

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 responsible 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 3rd business day following:

.1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;
.2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

7.1.2 If a Bid is rejected by the Facility, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Bidder's receipt of the notice of rejection.

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. A written copy of the Facility’s decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.4.

7.2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility’s decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility’s decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm on the 3rd business day following appellant’s receipt of the written decision of Facility, at the following address:

    Chair, Construction Review Board
    University of California
    Office of the President
    1111 Franklin Street
    Oakland, CA 94607
    Attention: Associate Director, Design and Construction Policy

    And, by email to: constructionreviewboard@ucop.edu

A copy of the appeal must be sent to all parties involved in the Bid protest and to Facility, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.4 The Chair of the Construction Review Board will review the Facility’s decision and the appeal, and issue a written appeal decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University’s Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: The Contract Time will be the number of days between the date specified for the commencement of work in the Notice to Proceed and the calendar date specified in the bidding documents for the completion of the entire Project. However, the Contract Time will be no less than the number of days between the latest date specified for the commencement of the Prime Trade Contract in the Preliminary Master Project Schedule and the calendar date specified in the bidding documents for the completion of the entire Project and no more than the number of days between the earliest date specified for the commencement of the Prime Trade Contract in the Preliminary Master Project Schedule and the calendar date specified in the bidding documents for the completion of the entire Project.

2. Requests for clarification or interpretation of the Bidding Documents must be in writing and received by 4:00 PM., Wednesday, December 5, 2018. Questions received after the above noted deadline may be answered at the discretion of the University's Representative. Questions shall be addressed only to:

   Brendan Mulholland
   McCarthy Building Companies
   2241 Douglas Blvd., Suite 200
   Roseville, CA 95661
   T: 916-785-3833
   bmulholland@mccarthy.com

3. Checks for a non-refundable fee will be required in the amount of $30.00 per set of Bidding Documents. Checks are to be made payable to "The Regents of the University of California." The bidding documents are not to be returned.

4. The MANDATORY Pre-Bid Conference will be conducted on Tuesday, November 13, 2018, beginning promptly at 9:30 AM. Participants shall meet at:

   Facilities Design and Construction
   UC Davis Medical Center
   4800 2nd Avenue, Suite 3010
   Sacramento, CA 95817

5. Bids will be received on or before the Bid Deadline and only at: Facilities Design and Construction

6. Bids will be opened for all Bid Packages as follows:

   11:00 AM., Tuesday, December 18, 2018

   And opened only at: Facilities Design and Construction

7. Bidder may submit bids for more than one Bid Package. Bidder shall submit only the documents specifically designated for each Bid Package. Each Bid Package submittal must contain all required documents for that bid and submittal of combined or referenced documents shall not be acceptable.

8. Notice To Proceed. A Notice to Proceed will be issued no earlier than the first working day after the Agreement is signed by the University and no later than the latest date indicated on the Preliminary Master Project Schedule for issuance of the commencement of the Work.

9. Prime Trade Contractor shall pay as liquidated damages the sum of $500.00 to University for each day of delay in fully completing the Project beyond the Contract Time if such delay is caused in whole or in part by the Prime Trade Contractor. After Project Substantial Completion, the rate for liquidated damages shall be reduced to the sum of $250.00 per day. Liquidated damages shall apply only to delay damages incurred directly by the University; notwithstanding the foregoing, liquidated damages shall not apply to any delay damages incurred by any other Contractor hired by University (including any related indemnity or contribution claims by University) as the result of any delays by Prime Trade Contractor; Prime Trade Contractor (in addition to its liability to University for liquidated damages) is fully liable to such other contractors for any damages actually incurred by them as the result of Prime Trade Contractor delays. See Article 5 of the Agreement for detailed requirements.

10. Posting of Bid Results. Bid results will be also be posted at our website:

   http://www.ucdmc.ucdavis.edu/facilities/contractors/OUT-TO-BID.html
11. Article 3.6.1 of the Instruction to Bidders is replaced with the following revised article:

3.6.1 University will provide builder's risk property insurance subject to the deductible(s) in the policy as required by the General Conditions if 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. 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.

12. Article 6.3.3. of the Instruction to Bidders is replaced with the following revised article:

6.3.3 The low responsible bidder will be awarded two separate contracts: one for Project 9559040, Hospital Seismic Upgrade Increment 3, and one for Project M030667, Hospital Seismic Upgrade Increment 4. University will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid for both projects combined (Lump Sum Bid for Project 9559040, Hospital Seismic Upgrade Increment 3, plus Lump Sum Bid for Project M030667, Hospital Seismic Upgrade, Increment 4 – See Bid Form). The Contract Sum will be the Lump Sum Base Bid for its respective Project.

[End]
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.

A schedule of the general prevailing per diem wage rates will be on file at Facilities Design & Construction, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817, and will be made available to any interested party upon request. This information is also available on the web at www.dir.ca.gov/DLSR.

Bid Reference Documents (see attached flashdrive)

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 http://www.ucop.edu/procurement-services/supplier-information/ucop-designated-construction-agreements.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.

[End]
BP-01: General Construction

(Prequalified General Contractors
Carter-Kelly, Inc. and Modern Building, Inc.)

SCOPE OF WORK
BID FORM
BID BOND
QUALIFICATION QUESTIONNAIRE – N/A
PART 1 – GENERAL

The UC Davis Health Increment 3 East Wing Upgrades and Increment 4 Decommission North/South Wing project.

A. **Increment 3 East Wing Upgrades**: Reconfigure the East Wing exiting and infrastructure in preparation for (Increment 4) De-commissioning of the North/South Wing. Work will include new exit stair tower, upgrades to the existing exit corridor system, upgrading bathrooms to ADA standards, rerouting plumbing, mechanical and electrical systems.

B. **Increment 4 North/South Wing Decommissioning**: Decommission the North/South Wing including severing all utilities except as required by the code and providing barriers to restrict all access into the North/South Wing. Work will include rerouting remaining plumbing, mechanical and electrical systems to isolate the North/South Tower infrastructure from the East Tower, construction of all physical barriers to bar all physical access to the North/South Tower and to ready the structure for demolition (Phase 5).

C. **The East Wing and North/South Tower will be occupied during construction, so existing fire/life safety systems and public egress must be maintained while project is ongoing.**

1.01 REQUIREMENTS INCLUDE:

A. This Prime Trade Contract Package shall include and conform to the work as defined in the Contract Documents and as further defined below. Work shall be done per plans and specifications as prepared by Lionakis, this Scope of Work, the Contract, General Conditions, Supplementary Conditions, General Requirements, the Preliminary Project Schedule and other related Documents.

1. This Prime Trade Contract Package includes all **SCOPE** as shown on the contract documents and as further defined in this Scope of Work.

2. Bidders shall visit and inspect the site of the proposed work and shall become familiar with all the conditions and schedule requirements surrounding the construction of the proposed project.

3. This Prime Trade Contract Package shall furnish all labor, materials, tools, equipment, machinery, equipment rental, hoisting of materials, transportation, supervision, bonds, taxes, insurance, engineering and other items necessary to perform all work.

4. All work performed by the Prime Trade Contract Package shall be installed and coordinated with all other Prime Trade Contractors and the work of separate contractors performing work for the Project.

5. Bidders are responsible for thoroughly reviewing the existing conditions of the project and shall be responsible for being familiar with the existing, in place, structures, utilities, referenced adjacent utilities whether touched by this scope of work or not, and the general surroundings of the site as they relate to this Scope of Work.

B. **Contract Schedule**

1. The University’s Representative has developed an overall Preliminary Project Schedule indicating construction sequences for the Project and showing general timing for the Work of this Prime Trade Contractor. The University’s Representative will provide milestone dates taken from the Preliminary Master Construction Schedule for the Contractor’s information and guidance only. See Specification Section 013200 for development of the Prime Trade Preliminary Project Schedule.
2. It may be required that the work be performed in several areas of the project simultaneously in order to achieve the overall project scheduled completion. As each area becomes available, the Prime Trade Contractor will be required to work in those respective areas with additional crews if deemed necessary by the University's Representative to meet any activity within the contract schedule, to avoid potential delays to other Prime Trade Contractors, and to avoid a reduction of manpower in other areas already under construction.

C. This Prime Trade Contract Package includes any out-of-sequence and come-back work ordered by the University's Representative, or is required to meet any activity within the Preliminary Project Schedule.

PART 2 – REQUIREMENTS

2.01 SPECIFIC REQUIREMENTS INCLUDE:

A. The following Specific Requirements are intended to clarify and/or amplify the requirements of this Prime Trade Contract and do not necessarily describe the full extent of the contract work. This Prime Trade Contract includes all work indicated or reasonably inferred by the Contract Documents and as required to provide complete, functional and operational systems and subsystems. Specific references to drawings, details, specifications, etc., are included to illustrate the type of work and highlight certain portions of the work only and do not address all of the work involved. Bidders must review all of the Bid Documents and visit the site to determine the full extent of the Work.

B. This Prime Trade Contract Package completely includes all work contained in the following specification sections with all referenced specification sections, unless specifically noted otherwise in this Scope of Work:

SPECIFICATION SECTION AND TITLE

General Conditions
Supplementary Conditions
Division 01 General Requirements
Division 02 Existing Conditions and Sitework

- 02 25 00 Excavation Support and Protection
- 03 30 00 Cast-In-Place Concrete
- 04 22 00 Unit Masonry Assemblies
- 05 12 00 Structural Steel
- 05 31 00 Steel Decking
- 05 40 00 Cold Formed Metal Framing
- 05 41 00 Metal Stud System
- 05 50 00 Miscellaneous Metal Fabrications
- 05 51 00 Metal Stairs
- 05 51 50 Aluminum Ladders
- 05 52 10 Pipe and Tube Railing
- 05 52 13 Pipe and Tube Railing
- 07 13 00 Sheet Membrane Waterproofing
- 07 21 00 Building Insulation
- 07 25 00 Weather Barriers
- 07 26 50 Vapor Control Membrane
- 07 27 26 Fluid-Applied Membrane Air Barriers
- 07 42 43.16 Aluminum Composite Wall Panels
- 07 50 00 Single Ply Roofing
- 07 60 00 Flashing and Sheet Metal
07 72 33  Roof Hatches
07 81 16  Cementitious Fireproofing
07 81 23  Intumescent Mastic Fireproofing
07 84 00  Firestopping
07 92 00  Caulking and Sealants
07 95 00  Expansion Control
08 17 13  Integrated Door Assemblies
08 11 00  Hollow Metal Doors and Frames
08 31 00  Access Doors
08 34 76  Elevator Door Smoke Containment System
08 71 00  Finish Hardware
08 81 00  Glass and Glazing
08 81 50  View Control Decorative Glazing Film
09 21 16,23 Gypsum Board Shaft Wall Assemblies
09 22 16  Metal Stud System
09 22 26,23 Metal Suspension Systems
09 24 00  Portland Cement Plaster
09 29 00  Gypsum Board
09 30 00  Ceramic Tile
09 51 13  Acoustical Tile Ceiling
09 65 13  Resilient Flooring Accessories
09 65 19  Resilient Tile Flooring
09 91 00  Painting
10 14 00  Signs
10 44 00  Fire Extinguishers and Cabinets
10 28 00  Toilet and Bath Accessories (see 01 11 00 Summary of Work)
10 26 00  Impact Resistant Wall Protection
10 51 00  Lockers
31 10 00  Earthwork

RELATED SPECIFICATION SECTION AND TITLE
Specification 02 41 00  Selective Demolition
Specification 02 82 00  Asbestos Abatement
Specification 02 83 00  Hazardous Material Management
08 91 19  Fixed Louvers
Division 21 Fire Sprinkler
Division 22 Plumbing
Division 23 HVAC
Division 26 Electrical

C. This Prime Trade Contract Package also includes the General Conditions, Supplementary Conditions, Division 1 General Requirements, drawings, any addenda or changes to the construction documents, all specification sections required for the performance of this Scope of Work.

D. This Prime Trade Contract Package shall include but not be limited to the following. The following consists of additions to the Contract Documents, highlighted items, and specific items required which may or may not be shown or called out on the drawings or specifications. It is not the complete definition of work.

Provide means to furnish and install.
1. Review Reference Drawings. These drawings have been provided to assist this Prime Trade Contractor (PTC) in the development of its bid. The intent of these drawings is to show the general nature of the existing conditions. These drawings may not necessarily accurately depict the existing conditions. Verify the existing conditions prior to the start of the any work of this Prime Trade Contractor.

2. Labor and Material Requirements in addition to scope of work items
   a. Miscellaneous Laborer – Furnish 4,000 straight time hours of miscellaneous journeymen laborer hours, and 345 hours of overtime hours. Duties to be directed by University Representative and verified with signed daily time tickets.
   b. Miscellaneous Carpenter – Furnish 3,000 straight time hours of miscellaneous journeyman carpenter hours, and 400 hours of overtime hours. Duties to be directed by University Representative and verified with signed daily time tickets.
   c. Furnish 30 rolls of 6 mil. fire retardant Visqueen (Griffolyn #T55R) to measure a minimum of 20’ x 100’ each roll. Provide 100 rolls fire retardant tape (Griffolyn 180’ per roll).

3. Construction Site and Lay Down Area (reference Site Logistics Plan)
   a. Provide and maintain 6’-0” site chain-link fencing with screening and access gates including hardware with locks approved by the University Representative. Fence posts shall be anchored to the concrete or driven into the ground. Include removal and disposal of fence at project completion.
   b. Provide 6 Knox Locks for Fire Department access.
   c. Provide and maintain site signage stating "Construction Area, Keep Out" every 25'-0" along the site fence. At gates, signage stating "No Trespassing, Warning Hard Hat Area", and "Construction Area, Proper PPE Required at All Times".
   d. Provide 1 man gate (4'-0" wide) with panic hardware to maintain emergency egress from the North/South Tower. Include applicable signage as directed by FLSO/Fire Marshal
   e. Provide and maintain fabric with 6" crushed rock across entire site laydown area to sufficiently mitigate dust and mud from leaving the site.
   f. Provide and maintain pedestrian sidewalk along entire east face of parking garage adjacent to site lay-down area. New sidewalk to be 4” thick concrete on 90% compacted soil and compliant with University and ADA requirements as part of the path of egress.
   g. Create, provide, and maintain site Stormwater Pollution Protection Plan per Specification 01 57 01 Erosion Control and applicable State / County laws
   h. Provide weekly operated street cleaning at all construction egress locations and adjacent streets and after each rain event for the duration of the project. Figure a total of 1,500 on site sweeping hours for this sweeper.
   i. Provide and maintain site break area for approximately 30 people. Include tables, seating, overhead cover from sun / rain, and trash cans.
   j. Provide and maintain 3 temporary toilets (one dedicated to women only) and 2 handwashing stations for the duration of the project.

4. Infection Control (ICRA) and Interim Life Safety Measures (ILSM) complying with Specifications 01 39 01; 01 56 10.
   a. Maintain and remove all work area containment measures installed by the Demolition and Abatement PTC per approved Infection Control Risk Assessment (ICRA).
   b. Provide and maintain and remove all work area containment measures per approved Infection Control Risk Assessment (ICRA) for all scopes of work other than Demolition and Abatement
   c. All Infection Control Risk Assessment (ICRA) measures for work area containment must be prepared and provided by a company with prior UC Davis Medical Center work experience and approved by University Representative. Coordinate containment measures with Demolition and Abatement PTC.
d. ICRA plan to be submitted to and approved by the University Representative prior to construction.

e. Provide temporary shutdown of corridors. Prime Trade Contractor to develop Interim Life Safety Measures (ILSM) plan acceptable to UCDMC/OSHPD Fire Marshal.

f. Provide and maintain temporary barricades, signage, and other measures to protect the public, workers, persons, and adjoining properly from damage in accordance with applicable ILSM plan, building codes, University and OSHA regulations.

5. Temporary Walls and Barriers complying with Specification 01 56 00

a. Provide temporary fire rated door and frame assemblies with hardware not shown on drawings (Quantity 25). Frames to be installed by others.

b. Provide and maintain temporary weather protection measures at openings in the building exterior envelope as directed by University Representative.

c. Demolish and dispose of all temporary walls that are to remain as construction barrier after work is completed as shown on the contract documents (see typical note AD110A as reference).

d. Demolish and dispose of temporary wall assemblies and doors not shown on drawings and provided by Drywall and Framing PTC. Assume 300 LF of wall 12 feet high.

e. Develop and update temporary barricade coordination plans, for duration of the project, for University Representative’s approval. This PTC shall provide monthly, or as required, temporary barricade phasing plan fully coordinated with the other PTC’s and the University. Submit plan for approval no later than 10 work days prior to execution of temporary barricade work.

6. Safety Measures

a. Maintain Concrete Reinforcing Covers installed by others

b. Remove temporary safety barricades / cables installed by others

c. Provide, maintain, and remove fall protection barricades at roofs, edges of slabs, open shafts, excavations, and roof parapets in compliance with OSHA requirements

d. Provide, maintain and relocate portable eye wash stations to construction areas as directed, quantity 4

e. Provide and maintain fire extinguishers, one per every 3,000 square feet or 75 linear feet, and one at each stair landing. Fire Extinguishers are to be new, 10lbd ABC, tagged at time of installation, re-certified yearly, and checked monthly.

f. Prepare and install emergency egress maps for construction areas as approved by University Representative

g. Provide emergency basket stretcher and fall protection rescue kit

h. Provide 20 bloodborne pathogen kits

7. Provide off-hours fire watch at openings in rated endosures as required by the OSHPD Fire Marshal and approved by the University Representative. Include 1,000 man-hours.

8. Site Offices for University Representative

a. Provide 6 workstations (desk and chair),

b. 3 drawer locking file cabinets, quantity 8,

c. 1 printer/scanner/copy machine (similar to Toshiba e-studio 6570c) with service and maintenance

d. conference room table and 15 chairs

e. conference call system with installation

f. plan table to accommodate 2 full size sets of plans

g. 4 whiteboards size 4’x6’ with installation

h. 50’ LCD TV with installation and USB connection

i. 2 iPads. 9.7”, 128 GB Memory with Pencil for Digital plan rooms

j. 1 residential size refrigerator/freezer with installation

k. Cleaning of office spaces. Vacuum and/or sweep, take out trash twice weekly
9. Provide protection and cleaning as follows:
   a. Construction Phase
      i. Completely cover flooring surfaces at traffic routes across completed resilient flooring
durable materials for protection from construction traffic as directed by University
Representative. Include 300 sheets of Masonite for protection of high traffic areas as
directed via written authorization by University Representative.
      ii. Maintain barriers, window protection and thru access for other trades where applicable
with appropriate signage as required.
      iii. Furnish, install and maintain protection of new and existing door frames within
construction areas
      iv. Provide protection of adjacent surfaces during installation of own work. This includes
removal of any adhesives / residues left over from installation of own work to adjacent
surfaces.
   b. Final Protection complying with Specification 01 76 00:
      i. Cover resilient floor surface with non-staining building paper at each area pending
substantial completion and acceptance.
      ii. Remove and dispose of all floor protection materials as directed by University
Representative.
   c. Final Cleaning complying with Specification 01 74 00:
      i. Upon completion of a given area or room, provide final cleaning per 01 74 00 as
directed by University Representative.
      ii. Remove all factory film or other protective coatings from materials including rubber
flooring and cove base. Final cleaning of flooring surfaces shall not occur sooner than
72 hours after installation.
      iii. Clean all materials in accordance with manufacturer's recommendations.
10. Dumpsters and recycling complying with Specifications 01 39 00; 01 39 02:
    a. Provide and maintain dumpsters for general construction debris for duration of the project
(Demolition and Abatement PTC to provide separate dumpsters).
11. Elevator Protection and Operator
    a. Provide and maintain temporary protection of (quantity 2) existing elevator cars designated for
construction
    b. Provide union operator to operate construction elevator for duration of the project. Also
include an additional 300hrs of cost for overtime, approval by University Representative needed
before use of OT.
    c. Provide and maintain call box system for all levels that the construction elevator operates for the
duration of the project.
12. Provide surveying and dimensional control for all Prime Trade Contractors complying with Specification
    01 72 00 Preparation.
13. Provide all rough carpentry for attachment of roof items
14. Provide all new and patch back of Unit Masonry Assemblies per 04 22 00.
15. Provide all underslab sheet membrane waterproofing per 07 13 00 Sheet Membrane Waterproofing
16. Provide all interior and exterior caulking and sealants per 07 92 00 Caulking and Sealants
17. Provide all interior and exterior glass and glazing per 08 81 00 Glass and Glazing
18. Provide Hollow Metal Doors, Integrated Doors and Frames and Hardware per Specifications 08 11 00, 08
17 13, and 08 71 00.
19. Provide all permeant wall protection per 10 26 00 Impact Resistant Wall Protection
20. Provide all toilet accessories per 10 28 00 Toilet and Bath Accessories. Install all University supplied toilet
accessories.
21. Provide Fire Extinguishers and Cabinets per 10 44 00
22. Provide all lockers per 10 51. 00 Lockers.
23. Provide SST cover trim at ceiling transitions per detail 2/A5.52 and remove and reinstall SS wainscot similar to sheet notes 30 and D37 on AD110A
24. Provide 4 water spill containment kits: includes 55gal drum on wheels with lid, 3” hose/tubing 15’ length to direct water into drum, a wet vacuum 5 hp minimum, mop, squeegee, 24” fan 5000 cfm, extension cords (quantity 2) 100’ length
25. Provide and maintain scaffolding for all demolition and construction activities associated with Stair #5 and recladding the new enclosure located within the light well. Coordinate scaffolding to be used (as noted below) with all Prime Trade Contractors. Provide required training for each Prime Trade Contractor to have a scaffold competent person for required inspections.
   a. Scaffold Number-1 Furnish, Install, Reconfigure, Maintain and Remove 8 Story high scaffold in Stair-5 Areaway per the Bid Schedule as follows:
      i. Scaffold to be large and strong enough for the following trades:
         1. Demo PTC to complete demolition scope including removal of Caulking, Precast, Lath and Plaster, Areaway Baffles, Roofing, Etc.
         2. Mechanical PTC to safe-off of Mechanical Louvers
         3. Steel PTC to furnish and install steel mounted to structure
         4. GENERAL WORKS to install full height temp walls with sheathing and waterproofing
      ii. Scaffold to be fully planked with an attached staircase (not integral type).
      iii. Duration of Scaffold-1 to be no less than the Bid Schedule duration.
      iv. Scaffold to be shrink wrapped on three sides, and top shall have a roof that ties 10 feet back onto roof of hospital to assure no infiltration of weather.
      v. Where Stair will tie into East Tower, furnish and install largest outriggers available with planking so both can be removed and re-installed multiple times to support different work phases.
      vi. Scaffold Number-1 to be removed in its entirety from Areaway so that Steel Superstructure and Stairs can be installed.
   b. Scaffold Number-2 Furnish, Install, Reconfigure, Maintain and Remove 8 Story high scaffold in Stair-5 Areaway per the Bid Schedule as follows:
      i. Scaffold to be large and strong enough for the following trades:
         1. Steel PTC to install handrails if drywall PTC permits.
         2. Drywall PTC to install exterior walls, sheathing weather barrier and Lath/Plaster.
         3. Expansion Joint / Smoke Joint PTC to install their work.
         4. Metal Panel PTC to install their work.
      ii. Scaffold to be fully planked with an attached staircase (not integral type).
      iii. Duration of Scaffold-2 to be no less than the Bid Schedule duration.
      iv. Scaffold to be shrink wrapped following requirements noted above to prevent weather infiltration.
      v. Scaffold Number-2 to be removed in its entirety from Areaway after Stair-5 Exterior work is completed per the Bid Schedule details
   c. All scaffolding shall have engineered and stamped calculations by a licensed California Structural Engineer.

26. Shoring and Earthwork complying with specifications 02 25 00; 31 10 00:
   b. Provide all lay out and staking by a licensed professional land surveyor to complete the work of this Prime Trade Contractor.
   c. Provide maintaining and restoring all original staking as required to complete the work of this Prime Trade Contractor.
d. Obtain approval from the Owner and all local jurisdictions for all haul routes to and from the project site. Include any and all required permitting and fees.

e. Design, Engineer, Stamp, and Provide a complete Shoring system for approval by Owner/Architect and Jurisdiction Having Authority (JHA). Design calculations shall be stamped and wet signed by an approved Civil Engineer currently licensed in California.

f. PTC’s Engineer shall be Engineer of Record for this scope of work. Provide all construction/contract drawings using drawing standards (title blocks, pages sizes, fonts, page numbering) utilized by project design team. Provide required professional liability and E&O insurance.

g. Shoring System to be designed in accordance with Project Geotechnical report.

h. Provide excavation, stockpiling and offhaul of all spoils to an acceptable disposal site required for this scope of work.

i. Coordinate tie backs with existing buildings, foundations, structures, existing and planned underground utilities.

j. Provide excavation and shoring new ejector pit system. Assume size of shoring pit to be 15’W x 23’L x 12’D minimum. Reference AD-110A, S-110, 15/S-451, P-110 and 1/P-500.


l. Provide excavation, backfill and shoring for Electrical Manhole at Basement. Electrical Manhole by Electrical PTC.

m. Provide traffic control, safety barriers, shoring and bracing where necessary for the safe installation of this work.

n. Top of shoring to include engineered cable guardrail, including top rail and mid-rail, as well as complete toe boards, and fully covered with heavy duty mesh debris netting (orange type snow fence is not acceptable). Rail, netting, and toe boards to be maintained by this PTC throughout their schedule duration.

o. Shoring system to be demolished and removed in its entirety below future finish grade and to include any excavation and backfill required for completion of this activity.

p. Backfill voids behind lagging with lean concrete backfill.

27. Concrete and Reinforcing Steel per Specification 03 30 00:

a. Provide all cast-in-place form, place, and finish concrete per contract documents. Work to include wall and slab infills from demolition. Slope to drain as required per contract documents.

b. Provide all site form, place, and finish concrete per concrete documents. Work included, ramps, ramp walls, retaining walls, curbs, pads, metal decks, stairs, and slabs.

c. Provide and remove all temporary shoring as required including but not limited to; per detail 18/S4.51. Provide all professionally stamped engineered calculations and drawings as required.

d. Provide all footings per contract documents. Coordinate with structural steel.

e. Provide excavation and backfill for own work, this PTC to provide a Competent Person to inspect all excavations. All backfill shall be lean concrete.

f. Provide lean concrete backfill at shored Stair 5 and new ejector pit locations. Assume size 12’-0”W x 24’-6”L x 8’-5”H for Stair 5 and 15’W x 23’L x 12’D.

g. Floor flatness and levelness to comply with the tolerances required by the contract documents.

h. Provide layout as required to perform this work. Building control benchmark will be provided by this PTC.

i. Provide water stops at the base of all concrete walls as shown including but not limited to detail 15/S4.51.

j. Provide rock, sand and below grade vapor barrier below slab on grade.

k. At site concrete locations, provide aggregate base, sub base, and compacted fill material as required per contract documents.

l. Provide compacted soil below and AB and Concrete Slab typical per Detail 5/A502.

m. Provide cast-in-place concrete ejector/valve pit per detail 1/P-500, coordinate pit penetrations with Plumbing PTC, and install all embedded items as provided by Plumbing PTC.
n. Provide lean concrete backfill and concrete and rebar replacement at new underground Pull Box at Basement, as shown on E-110.
o. Provide all dowels required for tie-in of new construction to the existing structure.
p. Provide layout, drilling, preparation and installation of dowels, including dowels into existing foundations, SOG, elevated decks, as well as CJ's and drilled dowels.
q. Provide sealants and bonding agents for construction and expansion joints per contract documents.
r. Provide all labor to offload, inventory, store, layout and set embeds provided by others including anchor bolts. Anchor bolt templates to be provided by Structural Steel PTC. Coordination of deliveries of embeds shall be the responsibility of this PTC.
s. Provide grouting of all structural steel base plates.
t. This PTC shall clean up after each concrete placement including but not limited to miscellaneous debris and excess concrete. This PTC is responsible for providing concrete washout.
u. Provide concrete curing per applicable ACI standards and contract documents.
v. This PTC is responsible to provide and position pump as required to complete work without impacts to project site daily operation unless previously approved by University's Representative. Provide pump placement plan and routing to site for review and approval by the University Representative.
w. This PTC to provide supports/protection of pump hose during pours to prevent damage to reinforcing, plumbing, electrical, embedded items, or finished concrete.
x. This PTC is responsible for setting own screeds and pouring concrete to thickness/ elevations per the contract documents.
y. This PTC to patch concrete per the contract documents, all areas not meeting standards required by contract documents and which are deemed deficient.
z. This PTC shall prepare and submit a preliminary site logistics/traffic control plan for review by the University's Representative prior to the commencement of the 1st concrete pour.
aa. Provide stay form or expanded metal lath at plumbing/electrical trenches if required to prevent over pours.
bb. Provide form work needed to support reinforcing/rebar, such as rebar racks and coordination of wall formwork sequencing.
c. Provide all reinforcing steel as shown and specified in the contract documents for concrete elements associated with the building as well as concrete elements outside the footprint of the building.
d. Provide reinforcing steel, including but not limited to, per detail 4/S4.51. Chip existing concrete to expose existing steel. Steel PTC to weld existing beam to rebar. Coordinate with Steel PTC.
e. Provide and maintain all rebar caps as required by applicable safety laws and programs.
f. This PTC shall designate an onsite Quality Control person or persons to ensure work is being installed per plans and specs and shall walk all inspections and have personnel available to make necessary corrections so as not to impact concrete pours.
g. This PTC shall provide a designated pour watch person for all concrete placement.
h. This PTC shall include all mobilizations necessary to complete own scope of work.
i. This PTC to coordinate any storage of materials onsite with University's Representative in advance of any material arriving onsite. Adequate protection of stored materials is to be provided to avoid damage prior to installation.
j. This PTC shall maintain clear walkways throughout all work areas.
k. This PTC shall include all necessary temporary bracing to facilitate their scope of work.
l. This PTC to supply all layout to complete its scope of work.
m. Provide all housekeeping pads as shown per the contract documents including but not limited to the Architectural, Mechanical, Plumbing, Electrical, and Structural Drawings.
n. This PTC to set one leveling nut at each structural steel bolt template or column set to elevation for the Structural Steel Contractor. Anchor bolts and templates to be furnished FOB by Structural Steel PTC. Set all embeds and bolts as required per contract documents.
oo. This PTC to review structural Steel Bolt survey provided by the Structural Steel PTC prior to concrete pour. Make any/all correction required.

pp. This PTC shall be responsible for determining truck intervals and stacking for supply of concrete.

qq. This PTC shall perform a check of all decks and slab-on-grade surfaces for sealed penetrations and/or gaps in substrate prior to placement of concrete.

28. Painting and Intumescent Paint Complying with Specifications 07 81 23; 09 91 00:
   a. Provide all interior, exterior, and site painting, priming, coating, and staining as required by the finish schedule.
   b. Provide intumescent paint at all structural steel at stair 9.
   c. Provide necessary preparation and cleaning prior to painting surfaces.
   d. Provide priming of substrate with compatible primers as required to produce paint systems indicated.
   e. Provide painting of doors and frames as required by the contract documents.
   f. Provide painting of sheet metal and flashings per drawings.
   g. Provide concrete floor sealer at all exposed concrete finish locations.
   h. Provide caulking and sealant at hollow metal frames.
   i. Patch and repair finishes to match existing as required.
   j. Lanyard tie-off to be galvanized and painted "safety yellow", per 9/A-502.
   k. Mask off and protect all adjacent surfaces.
   l. Remove any overspray or over-application and restore existing conditions at any overspray or over-application.
   m. Final coat of paint will be applied following the completion of all other work on each floor including punchlist. Final coat does not start without written approval of University's Representative.
   n. Provide caulking and sealants as required for a completion of work product. Including but not limited to joints between dissimilar materials that get painted over. Typical example door frames, interior side of window surround to adjacent wall/sheetrock, wall mounted trims etc.
   o. Provide all water repellent and graffiti resistant coating systems as indicated and specified.
   p. Provide all coatings for utility piping as outlined in specification sections including but not limited to, painting of piping, fittings, valves, and other metals used in piped utility distribution systems. PTC is specifically required to coordinate painting of utility piping and associated components with MEP, Fire Protection, and Communication PTCs.
   q. PTC will mask and protect all existing door and utility labels. Include the removal of masking and protection at the completion of work.
   r. PTC shall provide proper ventilation as required by the contract documents while performing work.
   s. Provide prime and paint at all patched and replaced walls and ceilings

29. Resilient Flooring complying with Specifications 07 26 50; 09 65 13; 09 65 19:
   a. Provide a complete resilient flooring scope per the contract documents, including, but not limited to the following:
      i. All resilient base on walls
      ii. All resilient tile/sheet flooring
      iii. All resilient tile to match existing flooring finish per contract documents
      iv. Provide all transition strips and thresholds between adjacent flooring systems installed except ceramic tile
      v. Floor and wall preparation per manufacturer’s recommendations and as specified
      vi. Preparation of substrate concrete slab including vapor control and floor leveling as required for the proper installation of all Flooring
   b. Subfloor primer and/or sealer as recommended by the manufacturers of the products installed under this subcontract.
c. PTC shall provide a detailed floor survey of any low spots and high spots that may need to be filled or ground down 4 weeks prior to installation of any flooring. Survey is to be submitted in writing to University's Representative so necessary flooring adjustments can be determined by the owner.

d. Provide testing as follows:
   i. Substrate Testing:
      1. Concrete Moisture Testing – (Utilize In-Situ Probe testing method and/or per manufacturers recommendations. Remove and patch all testing probes and patch as recommended by relative manufacturer)
      2. Concrete Alkalinity Testing
      3. Bond Testing
      4. Substrate levelness evaluation for compliance with contract documents
      5. The approved systems will be inspected and reviewed on a continual basis by a manufacturer's representative with documentation of such inspections provided to University's Representative for review and acceptance.
   ii. Minimum Acceptable Testing:
      1. Provide/Perform three tests for the first 1,000 ft2
      2. Provide/Perform at least one test for each additional 1,000 ft2.
      3. All tests to be performed under similar conditions to the structure's final operating condition.
      4. Testing plan shall be submitted for approval to University’s Representative
      5. All testing and recording shall conform to University’s Representative Flooring Coordination Program
      6. All testing results shall be submitted to University’s Representative for review/evaluation prior to the start of finish installation.
      7. PTC and manufacturer shall provide written verification that the proposed systems for vapor retarding and floor leveling are compatible and acceptable by the manufacturer for proper adhesion prior to final application of flooring products.
      8. PTC will be required to demonstrate the levelness of the floor after installation of systems. Review of survey techniques utilized to establish final levelness requires prior approval by University’s Representative.

e. PTC shall provide detailed seaming drawings for every room that will receive finish flooring.

f. PTC to coordinate with other trades; including provision of submittals, drawings, input in coordination meetings and verification of integral/adjacent work with other trades as required by University's Representative.

g. PTC to provide any permits required for this subcontract’s scope beyond the building permit.

h. PTC to verify all substrates are acceptable before installation, University's Representative to be notified of any discrepancies immediately of these items. Failure to notify University’s Representative before starting installation will signify that the substrates are acceptable.

i. PTC shall provide all flatness and leveling preparation work to the concrete substrate required to install the flooring systems flat and level to a proper finish with adjacent finishes, doors, openings casework, millwork, equipment, etc.

j. PTC will be allowed additional compensation for flatness and leveling preparation work exceeding 3/8" in thickness. However, PTC must both identify specific areas in writing and submit to University's Representative for review and obtain written authorization from University's Representative prior to performing the work to be entitled to such additional compensation.

k. Provide surface prep and cleaning of area prior to installation as required by the specifications and based upon manufactures recommendations.

l. This PTC shall perform all work in conformance with the specifications and contract document requirements including University’s Representative Coordination Program.

m. Provide attic stock as required per contract documents.
30. Acoustical Ceilings complying with Specification 09 51 13:
   a. Provide all acoustical ceilings per the contract documents, including, but not limited to the following:
      i. Provide acoustical ceiling assembly systems with all necessary closure strips, joint separations, bracing elements, trim, molding, reveals and edge pieces per whether shown or not for a complete installation.
      ii. Suspension system and components, including anchors, hanger wires, carriers, seismic restraints, seismic supports, framing and bracess needed for support of any items located above the ceiling systems including but not limited to:
          1. Light fixtures
          2. Grilles, blanks, diffusers
          3. Fire alarm devices and fire sprinkler escutcheons
      iii. Suspension system to be installed after overhead MEP work is complete or as authorized by University's Representative in writing and will in no circumstance block access to any MEP or fire protection system component that requires it seals at penetrations per the contract documents.
      iv. Patching of fireproofing if necessary
      v. Fire sealants if rated assembly is penetrated by own work
   b. Provide documentation and sign off all testing for anchors and suspension wires as required per contract documents.
   c. Provide an additional (1%) of each ceiling tile type to be used for replacement of damaged tiles by others.
   d. Provide ceiling coordination between PTC layout and overhead MEP PTCs.
   e. This PTC acknowledges that installation of the final tiles will be a separate pass as directed by University’s Representative.
   f. This PTC acknowledges that installation of MEP tiles will be a separate pass other than final tiles.
   g. This PTC shall cooperate with overhead commissioning program and leave out and install associated panels/tiles as required by University’s Representative.
   h. Remove and reinstall existing ceiling system as shown on the contract documents.

31. Ceramic Tile complying with Specification 09 30 00:
   a. Provide ceramic tile, including all base and floor tile for a complete installation.
   b. Provide waterproofing membrane, crack isolation membrane, caulking, mortar, adhesives, grout, thresholds, sealer and accessories for a complete installation at all floor tile installation areas.
   c. Provide wall floating at cementitious backer board for tile install per contract documents.
   d. Provide a coordinated system to allow for sloping toward drainage system.
   e. Provide transition strips between dissimilar flooring types.
   f. Provide moisture testing as specified and required by the manufacturer.
   g. Provide mortar beds as required.
   h. Provide surface preparation as required for your work. Prior to starting work, confirm that all substrate floors and walls within tile tolerances. This PTC is responsible for prep to close the gap between allowable concrete tolerance and required tile tolerance.
   i. Terminate work neatly at obstructions, edges, and corners without disrupting pattern of joint alignments as specified.
   j. Provide protection of surround finishes, and final cleaning and touch-up of your own work.
   k. Provide samples and mock-ups as required.
   l. Provide tile colors as selected and approved by the architect.
   m. Provide grout around any concrete floor penetrations.
   n. Provide grout sealer on all tile surfaces.

32. Metal Studs and Drywall, Insulation, Plaster and Moisture Barrier complying per Specifications 05 40 00; 05 41 00; 07 21 00; 07 25 00; 07 27 26, 07 84 00; 09 21 16.23; 09 22 16; 09 22 26.23; 09 24 00; 09 29 00
a. PTC to provide all metal stud framing as required for interior and exterior wall framing including but not limited to: metal studs, joists, braces, suspension systems, steel runners, tracks, blocking / backing, lintels, clips, channels, angles, shoes, expansion anchors, reinforcements, fasteners, plates, and accessories required to provide a complete framing system as required per the contract documents.

b. PTC to provide all metal stud framing as required for interior gyp board ceilings including but not limited to metal studs, struts, hanger wires, brace wires, channels, runners, tracks, angles, and accessories per contract documents.

c. PTC to provide all metal stud framing as required for temporary wall construction, locations and types as required by contract documents. Provide an additional of 270 LF at 12 feet high of temporary walls with door openings that are not shown as directed by University’s Representative.

d. Infill openings of doors, access doors, and walls being demolished as required per the contract documents.

e. PTC to provide continuous flat plates at head of wall with accompanying insulation and firestop spray as required per contract documents.

f. PTC to use powder actuated fasteners (PAF) to fasten studs and tracks to HSS and other existing subtrate at locations and spacing where specified by the contract documents.

g. PTC to provide full wall replacement of wall separating Mechanical Room 1416 and Lightwell 1415A on the first floor.

h. PTC to provide all exterior metal stud framing including sheathing, vertical framing, mechanical enclosures, soffits, cornices and parapets.

i. PTC to provide metal edge trims on soffits as required per contract documents.

j. PTC to provide Exterior Grade wall sheathing at all exterior wall locations.

k. PTC to provide all weather barriers and fluid applied air barriers as required per contract documents per Specifications 07 25 00, 07 27 26

l. PTC to install all hollow metal door frames and sills including but not limited to unloading, verification, inventory, distribution, setting frames plumb and square within tolerances to achieve proper door installation and grouting.

m. PTC to install all rated temporary hollow metal door frames and sills including but not limited to unloading, verification, inventory, distribution, setting frames plumb and square within tolerances to achieve proper door installation and grouting. Include 25 additional door frames as directed by the University’s Representative, per note D52 on sheet AD110A.

n. Remove and replace temporary doors with 2-hour shaft wall assembly as required by the contract documents when new construction is complete.

o. PTC to provide and coordinate metal backing and supporting framing for all wall and ceiling mounted items including but not limited to lockers, smoke doors, fire extinguisher cabinets, magnetic hold opens, elevator call buttons, toilet accessories (including OFO), handrails, etc.

p. Removal and replacement of existing drywall/plaster to install new backing is included.

q. PTC to provide all fire safing, firestop spray and fire sealants and backer rods at head of wall, base of wall, rated and nonrated vertical wall terminations, exterior walls and all non-MEP wall or ceiling penetrations. White fire caulking is required at transitions between gyp ceilings and concrete walls per Specification 07 84 00

r. PTC to provide acoustical caulking and sealants as required per contract documents.

s. Provide all access doors shown on the architectural drawings per 08 31 00

t. MEPFP trades needing access doors to their systems shall furnish access doors to be installed by this PTC. Areas to receive access doors will be framed with additional hanging wire per contract documents.

u. This PTC to provide edge of deck attachments as required by the contract documents (i.e. “Stiffclip”, “Verticlip”, etc).

v. This PTC to provide Z-clips where framing conceals or attaches to structural members at locations indicated by contract documents.
w. This PTC to provide furring channel at aluminum panel end condition, typical per Detail 5/A-503 and per contract documents.
x. This PTC to frame all light pockets, smoke curtains, roller shade pockets, media pockets, fire extinguisher pockets, or any other recessed systems as required per contract documents.
y. This PTC to perform a 100 lb pull test at each screw mounting backing for smoke curtains to existing substrate.
z. This PTC to provide cementitious backer board at all tile locations includes taping of joints.
   aa. This PTC to provide all gypsum board ceilings as indicated per contract documents.
   bb. This PTC to provide level 4 finish at all new wall and ceiling locations and transitions to existing walls, ceilings, and other joints.
   cc. Provide skim coat for smooth transitions between new and existing materials per Detail 18/A521.
   dd. This PTC shall participate in BIM Coordination and shall model all stud and track layout in congested areas, for both walls and ceilings. PTC may elect not to model stud and track layout in other areas, however PTC remains responsible for coordination, layout and location of studs and track with other trades, to include providing any offsets, box framing, etc. as may be required.
   ee. Provide framing behind plaster to make a complete assembly at all ceiling, soffit, and wall locations (exterior and interior) indicating demolish and repair/patch to match existing as required per contract documents. Plaster demo and patchback will be provided by the plaster PTC needed to tie in substrates (mass plaster demo by Demo PTC).
   ff. This PTC to provide supports and accessories for all plaster systems including but not limited to J-molds, L-molds, hanger wire, expansion joints, and sealants where edge terminates to wall or metal panel.
   gg. This PTC under this agreement acknowledges all wall framing requirements to meet STC ratings specified in construction documents.
   hh. Provide framing and blockouts for penetrations of other trades work. The layout of these penetrations shall be coordinated with the PTC prior to gypsum board installation.
   ii. This PTC is responsible for the furnishing and installation of backing and caulking of joints between PTCs work and adjacent work.
   jj. Provide all Batt Insulation per Specification 07 21 00
   kk. Provide acoustic insulation at all partitions unless noted otherwise per the contract documents.
   ll. Provide all Board insulation.
   mm. Provide all concealed and exposed thermal and acoustical insulation per the contract documents, including but not limited to:
      i. Mineral wool insulation at stair shaft wall cavity per sheet A502
      ii. Spray-applied foam fireproofing
   nn. Provide edge of slab fire stopping at typical locations indicated at rated floor edge and as required at metal stud framing per Specification 07 84 00.
   oo. This PTC shall include all fasteners, accessories, tapes, vapor barrier, wires and adhesives necessary to complete their own scope of work.
   pp. This PTC has included move-ins as required to complete their scope of work.
   qq. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
   rr. This PTC to verify all substrates are acceptable before installation, University’s Representative to be notified of any discrepancies immediately of these items. Failure to notify University’s Representative before starting installation will signify that the substrates are acceptable.
   ss. Include the necessary mobilizations and crews required to meet the project schedule.
   tt. This PTC shall replace all demolished walls and ceilings with like construction.
   uu. Provide continuous air and moisture barrier systems as outlined in the Contract Documents per Specification 07 25 00, 07 27 26
   vw. Coordinate with Demolition PTC on extent of plaster demolition for air/moisture barrier. Provide air barrier to continue areas where plaster are demoed.

33. Expansion Joint Systems per per Specification 07 95 00
a. Provide all expansion joint systems, including any anchors, hardware, void fillers, accessories, adhesives, sealants, etc. unless otherwise noted
b. Expansion Control - Provide protection and coordination of/with existing finishes.
c. Expansion Control - Provide all required surface preparations and cleaning of adjacent areas prior to installation.
d. Expansion Control - Provide all exterior, interior, vertical and horizontal expansion joints as required per contract documents.
e. Expansion Control - Provide flashing, caulking and sealants for own work.
f. Expansion Control - Provide fire rated joints as required.
g. Expansion Control - Verify openings/voids to receive joint covers for correct dimension and application prior to install.

34. Smoke Containment Doors per Specification 08 34 76
   a. Provide all elevator door smoke containment system per the contract documents.
   b. Provide access doors for access and maintenance of own work if required.
   c. Provide for receiving, unloading, removal of any and all trash, inspection, inventory and distribution of all a material for this scope of work.
   d. Provide all 1/8” steel backing plate header assemblies as required for the proper installation and support of this scope of work per sheet A-524.
   e. Provide all stainless steel bent metal shapes, at every floor, per detail 4 and 9/A-524.
   f. Provide motors, detectors, hardware, control boxes as required for a complete installation of this scope of work, coordinate with electrical.
   g. Provide internal electrical wiring, conduit, electrical boxes, and final electrical hookup of electrical connections to the closing system and key.
   h. Provide field testing and verification of interface operations with associated Fire Alarm, Electrical systems, University’s Site-Specific Quality Program (SSQP) and related Specification sections.
   i. Coordinate installation requirements with fire alarm, electrical PTCs.
   j. Provide all required interface devices for activation and/or monitoring as required by the fire alarm system. (Note: Need to determine who will make final power and fire alarm connections)
   k. Provide all Fire and/or finish caulking as required for this scope of work.
   l. Provide a label on each containment system per contract documents.
   m. Provide final cleaning of elevator smoke containment system with manufacturer’s recommendation.
   n. Provide fail-safe system per contract documents.

35. Cementitious Fireproofing complying with Specification 07 81 16:
   a. Provide all cementitious fireproofing as required by the contract documents.
   b. Provide expanded metal lath as required to achieve the required fire rating assembly.
   c. Coordinate inspection and sign off all fire proofing installation inspections and provide final document compliance sign off for design team and IOR (if applicable).
   d. Provide patch back of any abated cementitious fireproofing over existing structure per contract documents back, typical per15/A-532. Coordinate with Abatement PTC for sizes and locations.
   e. Provide protection and removal of overspray of adjacent surfaces and slabs to prevent staining from cementitious fireproofing.
   f. All overspray and excess material shall be cleaned on a daily basis.

36. Metal Panels complying with 07 27 26; 07 42 43.16, 07 60 00:
   a. Provide all deferred approval aluminum composite metal panel system including all trims and integral/related flashings, sheet metal caps, curb flashing, parapet caps, GSM flashing, pan flashing, drip flashing, SM closure pieces, as shown and specified within the contract documents.
   b. Provide temporary galvanized sheet metal flashing typical per detail 2A/A3.01.
   c. Provide two piece flashing including but not limited to as indicated on detail 2/A5.01.
   d. Provide secondary support framing and hardware as required for a complete paneling system for this scope of work, except as specifically excluded.
   e. Provide sheet flashing, integral flashings and all furring and shims as required to ensure a fully functional and watertight system as noted in the Contract Documents.
f. Provide all sealants both for waterproofing and aesthetics as required for own work and to adjacent surfaces to provide a complete and watertight installation. This PTC is to coordinate compatibility with “other” sealants and adjacent surfaces at interfaces.

g. Provide coordination with other trades; including provision of submittals, drawings, input in coordination meetings and verification of integral/adjacent work with other trades. This PTC shall coordinate with other PTCs for the layout of support structure and adjacent materials and installed products.

h. Provide all aluminum composite panels, flashings, angles, and sealants at Stair 5 per details 3 and 4/A-501.

37. Membrane Roofing and Roofing Accessories per Specifications 07 50 00; 07 60 00, 07 72 33, 05 51 00:
   a. This PTC shall include expenses related to manufacturer’s inspections for work performed under this Subcontract.
   b. This PTC shall clean off decks prior to installation of roof materials and after installation is complete.
   c. Demo existing roof as laid out by other PTCs, includes MEPFP, architectural, structural. Provide all surface preparations as required by the manufacturer and/or specifications prior to installation of any roofing systems. Replace roofing with compatible materials, per manufactures recommendations. Provide all required flashings and counter flashings.
   d. Provide all re-roofing at all rooftop demo locations.
   e. Prior to beginning the roofing system installation, this PTC shall verify, as acceptable, the condition of all surfaces to receive or adjoin the roofing surface and shall immediately notify the University’s Representative of any discrepancies. This verification shall be accomplished in sufficient time to allow the completion of corrective work without delaying the roof installation schedule. Failure to notify The University’s Representative before starting installation will signify that the substrates are acceptable.
   f. This PTC shall include costs for all concrete slab moisture testing required before roofing is installed for both temporary and permanent roofing systems.
   g. Provide roofing around all safety railing at the roof level and patch the roof after removal of the safety railing.
   h. Provide sleeves and penetration seals for penetration by mechanical, electrical and plumbing trade contractors.
   i. This PTC shall set and install all flashings, roof jacks and other items embedded and provided by others which are integrated into the roofing system.
   j. Provide all air seals at all penetrations and along perimeter of the roof to prevent air and insects from getting under the roofing.
   k. Provide waterproofing of MEP Pads.
   l. Provide all roof flashing integral with work performed under this Subcontract.
   m. Provide all caulking and sealants for your work and to adjacent surfaces required to provide a complete and watertight installation. PTC shall coordinate compatibility with “other” sealants and adjacent surfaces at interfaces.
   n. Provide all roof hatch, roof ladder, safety railings and similar roof accessories per contract documents.
   o. This PTC has included move-ins as required to complete their scope of work.
   p. This PTC to verify all substrates are acceptable before installation and shall immediately notify The University’s Representative of any discrepancies. Failure to notify The University’s Representative before starting installation will signify that the substrates are acceptable.
   q. Provide roof insulation board and crickets at roofing areas per the specifications and drawings. Includes tapered insulation to achieve minimum drainage requirements.
   r. Provide approved cover board at all required roofing systems.
   s. Provide PVC single-ply membrane roofing system including but not limited to, tapered insulation, cover board, sheet flashings, bonding adhesives and termination bars per contract documents and manufacturers installation instructions.
t. Provide walkway pad as indicated on the contract drawings. Layout to be coordinated with the University's Representative prior to placement.

u. Provide vapor retarder as indicated in the contract documents.

v. This PTC shall provide protection of other trade's work that is in place prior to the installation of roofing systems.

w. Provide Roofing Coordination Drawings.

x. This PTC owns the substrate and makes the determination when to install roofing (i.e., on a concrete roof deck).

y. Provide crossover access per sheet note 7 on M-112A. Include professionally engineered stamped calculations.

z. This PTC is to apply PIMA guidelines for protection of polyisocyanurate insulation.

aa. Provide final cleaning of roofing system in accordance with manufacturer's recommendations.

38. Structural Steel, Misc. Metals, Steel Decking per Specifications 05 12 00; 05 31 00; 05 50 00; 05 51 00; 05 52 10; 05 52 13:

a. Provide all cutting, shown or not shown, as required to complete the work of this Prime Trade Contractor.

b. Provide all lay out and staking by a licensed professional land surveyor to complete the work of this Prime Trade Contractor.

c. Provide maintaining and restoring all original staking as required to complete the work of this Prime Trade Contractor.

d. Obtain approval from the Owner and all local jurisdictions for all haul routes to and from the project site. Include any and all required permitting and fees.

e. Furnish, fabricate and erect all structural steel systems including but not limited to beams, columns, column base plates, tube columns, girders, purlins, connections, gusset plates, braces, epoxy/pull test anchor bolts; steel thru-bolt installation and supports as required per the contract documents.

f. This PTC shall provide starter steel column and shipped early per the contract schedule & contract documents. Coordinate with the University's Representative.

g. This PTC shall remove any existing structural steel that needs to be demolished to install their own scope work or other trades work including, but not limited to detail 1/S-450, 2/S-450, 3/S-450, 1/S-452, 2/S-452, etc. per the contract documents and coordinate with other PTC.

h. This PTC shall provide and remove temporary shoring during the replacement of connections per the contract documents.

i. Provide hot dipped galvanized steel members where required per the contract documents.

j. Provide Architecturally Exposed Structural Steel finish (AESS) per the code of standard practice, and where shown in the contract documents.

k. This PTC shall provide all edge of deck.

l. This PTC shall provide all the structural steel for the Stair #4, #5, #9 including, but not limited to stringers, bent plate, 12GA bent plate, plate threads, L-angles, base plates, tube steel, plates welded to existing decks, slotted plates, c-channels, guardrail, handrail, landings per the contract documents.

m. This PTC shall provide stair #4 infill, structural steel, and metal decking per the contract documents.

n. This PTC shall provide and extend structural steel temporary exit platform adjacent to stair #5 at the 8th level per the contract documents.

o. This PTC shall be responsible to install all the base plates/Guard Rails located throughout the building, roof, site, but not limited to detail 13/S-452, 11/S-455, etc. per the contact documents.

p. Furnish F.O.B. jobsite all items embedded in concrete for support of own steel members.

q. Provide tube steel elevator spreader beams and tube steel guide rail support steel.

r. Provide studs at concrete encased columns and beams at web only.

s. Provide kickers at edge of deck as located/noted in contract documents.
t. Anchor bolts with leveling nuts shall be furnished FOB jobsite, to be installed by others. This PTC to survey and check anchor bolt setting and base plate elevations. First leveling nut on each anchor bolt pattern will be set to grade by others.

u. Setting templates with anchor bolts and any other structural steel to be embedded in concrete will be furnished and delivered F.O.B. trucks to jobsite for each bolt pattern. Material will be received and installed by concrete PTC.

v. The setting and leveling of all base plates will be the responsibility of this PTC; all grouting as required will be performed by the concrete PTC.

w. Provide safety cables at building perimeter and interior openings such as mechanical shafts, stairway and similar openings. Removal of safety cable will be by this PTC.

x. This PTC will maintain and replace any barricades, railings and other floor opening protection damaged or removed by their field work force for their operation.

y. Removal of back-up bars, weld tabs and lifting aids if required. Paint and galvanize repair if required.

z. Provide prime paint, as required for own work.

aa. Hoisting for own work including metal deck and metal stairs.

bb. Hoisting for reinforcing and mesh Levels 1 and above.

c. Provide all surveys required for structural steel work installation and final building survey.

dd. Provide for fire watch during welding operations.

ee. Provide power as required to perform welding own work.

ff. This PTC shall be responsible for the structural integrity of the building during erection of structural steel, including but not limited to temporary bracing as required to complete erection of structural steel.

gg. Additional mobilizations for erection of steel if required by project schedule.

hh. This PTC shall provide shop drawings as required, including conformance with the BIM Management Plan and BIM Coordination with other trades.

ii. The Owner will pay for shop fabrication inspection costs at one fabrication plant. Costs associated with inspection of more than one fabrication plant will be borne by this PTC.

jj. This PTC is to provide all beam penetrations as required by the contract documents.

kk. Provide metal decking as shown and specified but not limited to floors and roofs per the contract documents.

ll. Provide all shear studs, through metal decking per the contract documents.

mm. Provide deck support angles at all columns and openings per the contract documents.

nn. Provide all bearing plates and angles as required for own work per the contract documents.

oo. Provide vertical fastened nelson studs per the contract documents.

pp. Provide gauge closure and filler plates per the contract documents.

qq. Include the necessary mobilizations and crews required to meet project schedule. Place, spread, cut and weld deck at each floor to coincide with structural steel erection schedule and in time for use as a work platform and safety planking for the Structural Steel PTC’s crew and equipment.

rr. Clean/ blow off decks/ clean-up ferrules.

ss. Provide touch up of top side roof deck welds as required.

tt. Provide cutting and patching metal deck at davit supports. Davit supports are to be installed prior to metal deck installation per the contract documents.

uu. The metal decking material shall be installed over all interior openings, with the exception of stair openings. After all structural steel framing has been hoisted opening may be cut and perimeter guardrails installed.

vv. This PTC to furnish all embeds, into cast in place concrete, for installation of work with layout drawings for installation per contract drawings. Embeds to be clearly labeled and labels are to match identification marks on layout drawings, including orientation. PTC to provide quality control prior to concrete placement.

ww. Prime paint, as required for own work per contract documents.
xx. Paint and galvanize repair if required.

39. Signage complying with Specifications 10 14 00:
   a. Provide signage as required by the contract drawings and specifications including but not limited
      to the following:
      i. Panel Signs
      ii. Dimensional letters and numbers
      iii. Photoluminescent egress path marking system
   b. Provide all field layouts, of all signage locations, attachments and anchorage requirements as
      specified and required.
   c. Provide all fasteners, hardware, embeds, clips, anchors, and/or adhesives as may be required for
      your own work.
   d. Provide all caulking that pertain to this scope of work.
   e. Provide protection of existing finishes.
   f. Submit evacuation signage package to the local governing jurisdiction for review and approval, if
      required.
   g. Layout shop drawings for any backing requirements.
   h. Provide final cleaning and touch-up.
   i. Verify backing shown on drawing; if not shown, advise in writing.

40. General Requirements
   j. A minimum of one non-working Superintendent is required for duration of own work on project
      per General Conditions Article 3.8 Superintendent. Superintendent must be on site when work
      is being performed. Superintendent may not be changed without University Representative’s
      approval. Sub-Contractors are to be supervised by Prime Trade Contractor Superintendent. No
      exceptions.
   k. This PTC shall provide adequate project administration (e.g.; Project Manager, Project Engineer,
      Administrative Assistant) as to maintain quality and timely progress of project deliverables,
      including, but not limited to; RFI’s, Submittals, Billings, Change Orders. If project administration
      is deemed unacceptable this PTC shall provide replacement, additional and/or onsite
      administration, dedicated to this project only, immediately upon the University Representative’s
      request.

Special Considerations to be adhered to by this Prime Trade Contractor are as follows:

1. There may be other University construction projects in the area, which will require coordination to
   minimize conflicts.

2. The cutting of structural members will not be permitted without prior written approval from the
   University Representative.

3. Gasoline and/or diesel powered welding, cutting or erection equipment are only permitted with
   exhaust scrubbers. 120v power will be available for hand tools only. Provide any Air Permits
   required by CARB or SMAQMD for the work of this Prime Trade Contractor.

4. Include replacement of any safety protection that you move for your operations.

5. Conform to all regulatory agencies and requirements applicable to this project which includes, but is
   not limited to, the FAA, OSHA, and CAL OSHA and CALTRANS and OSHPD and all other requirements
   of safety and hazardous material procedures throughout the execution of this contract. When
   hoisting materials, be aware that there is an active and operational helicopter pad on the adjacent
   campus. FAA and CALTRANS regulations regarding safety must be met and adhered to.
6. This Prime Trade Contract Package shall not encumber the project site as determined by the University's Representative, with materials or equipment. Storage inside the building is limited and restricted. During the performance of the Work, the Prime Trade Contractor shall keep the project site and surrounding area free from the accumulation of excess materials, waste materials and rubbish caused by this Prime Trade Contractor. This Prime Trade Contractor shall remove and/or relocate all excess materials, waste materials, rubbish, tools, equipment, machinery and surplus materials caused by or for this contract from the project site and surrounding areas when directed by the University's Representative and at the completion of the Work. All trash/debris to be removed from project site each night before completion of shift. All debris buggies used inside the hospital to have manufactures lids.

7. Prior to this Prime Trade Contractor beginning any onsite work and/or prior to the arrival of any materials to the project site, this Contractor shall submit to the University's Representative one copy of safety program, meeting the requirements of OSHA, CalOSHA, OSHPD, being implemented by this Prime Trade Contractor and all Material Safety Data Sheets for all products to be used on site. Throughout the duration of the project a copy of the safety program and Material Safety Data Sheets shall be kept by the Contractor and be accessible to all personnel and other trades. Material Data Sheets are to be kept updated throughout the project.

8. Provide drop cords for tools of this Prime Trade Contract Package. The University will provide temporary electrical service as defined in the specification section 015100 1.4 C1, 2, 3, a., b. Any other power requirements for this Scope of Work shall be provided under this Prime Trade Contract Package.

9. Prior to commencement of any work involving interruptions of existing systems such as corridors, or penetrations through rated partitions, this Prime Trade Contractor shall develop detailed work plans per UCDMC policies and procedures indicating the sequence of operations and activities for these operations. The work plans shall indicate time frames and dates for work required before, during and after interruption of existing services. The work plans shall indicate the total number of hours anticipated for interruptions. The work plan shall include detailed drawings of systems indicating temporary barriers and enclosures to allow the operating systems to remain active or shutdown for the minimal amount of time. Work plans shall be presented to the University's Representative in accordance with the requirements of Division 1 prior to beginning work.

10. Coordinate the delivery dates of materials with the University's Representative, so that they can be reflected in the contract schedule. Identify any major materials and equipment that will require special access considerations.

11. Each individual working on the project site will be required prior to performing any work on site to attend a mandatory, one time, site safety orientation meeting. Include at least 1 hour per individual.

12. Prepare and conduct weekly tool box safety meetings. Provide documentation of the items discussed, and attendees of every safety meeting on a weekly basis to the University's Representative; also include all incident reports and other associated safety documentation required.

13. Use tape when marking concrete floors. No other type of concrete floor marking will be accepted. If tape is used, include all costs to remove it. Discuss and gain approval for all proposed markings with the Owner's Representative prior to purchasing materials. The rubber flooring being installed will absorb and translate up into the floor tile many types of markings such as paint and markers.
14. Clean up debris to dumpster on a daily basis, or as directed by University’s Representative. All packing and crating material must be removed and hauled off daily by the Prime Trade Contractor. This Prime Trade Contractor shall sweep and clean each day its work areas or as deemed necessary by the University’s Representative. Transport all debris associated with the Prime Trade Contract package and place debris inside the appropriate dumpster.

15. During all welding, brazing, soldering, grinding and cutting operations provide fire extinguishers, fire watch (includes an additional half hour upon completion of hot work performed), ventilation and other measures required to maintain a safe site as required for this Prime Trade Contractor Scope of Work. Provide supplemental mechanical ventilation (smoke hogs, and or negative air machines, fans etc.) to safely remove all smoke, fumes and odors as required to complete this work of this Prime Trade Contract Package.

16. Obtain Hazardous Conditions Permit (hot work) for the work described in item 16 above as and as required by the University Fire Department / Fire Marshal / Fire Life Safety Officer. Hazardous Condition Permit will be provided at no cost. Obtain permits prior to any welding, cutting or brazing per the requirements of Division 1.

17. Protect existing facilities and the work of other Prime Trade Contractors from damage by work under this contract. This Prime Trade Contractor is responsible for all cost and time impacts resulting from damage to other Prime Trade Contractors’ installed work or stored materials.

18. Schedule, coordinate, and perform all field-testing as required for inspections.

19. Provide traffic control, barricades and flagmen as required to complete the work of this Prime Trade Contract Package.

20. Allow for minor refinement of construction details and dimensions during the submittal review process. No change orders will be allowed for minor refinements such as additional detailing, fabrication or installation of these minor modifications required to complete the work of this Prime Trade Contract Package.

21. Protect all work defined in this Prime Trade Contract Package until accepted by the University’s Representative.

22. **Fire Stopping:** Each Prime Trade Contractor is responsible for fire stopping any penetrations that their work creates through rated assemblies (floor, wall, and ceiling) regardless of when the penetrating member was installed. Also each trade will be responsible for maintaining penetrations until approved by the inspector. All fire stopping penetrations must comply with approved UL – including bracing assembly.

23. Provide drawings and approved submittals to other Prime Trade Contractors as required for installation and coordination with other trades.

24. Attend and participate in regular and special coordination and progress meetings as required and scheduled by the University’s Representative.

25. Provide task lighting as required to complete the work of this Prime Trade Contract Package.

26. Warranties shall commence upon project “final completion”.

27. Provide shop drawings, manufacturer’s data and samples.
28. This Prime Trade Contractor shall provide all testing and certification as defined in the contract documents.

29. This Prime Trade Contract Package shall provide their own layout from control points provided by General Works PTC, with the exception of the Site Trade Contractor. Coordinate layout with all other trades and Prime Trade Contractors and Contractor under separate contract with the University.

30. Prior to performing any concrete demolition, including coring, chipping and saw-cutting, this Prime Trade Contractor shall scan the concrete to verify what is installed in the concrete. Should conduit, any reinforcing or any other system be detected, this Prime Trade contractor shall immediately notify the University’s Representative. The Hilti Corporation Ferroscan FS 10 system or equal shall be utilized to perform this scanning.

31. Internal combustion engines (gasoline, diesel, propane, etc.) are prohibited from being operated indoors.

32. Bidders shall provide any required fuel, oil and other consumables required for their equipment and store them in an OSHA/CalOSHA compliant manner.

33. Eating within the building will not be allowed. University Representative will designate an eating area.

34. Bidders to include all costs for drinking water and ice required by their own forces.

35. Bidders shall exclude all temporary restroom and hand washing facilities except for those provided by General Works PTC.

36. Bidders shall include all required material hoisting methods for their scope of work.

37. Bidders shall include all costs in their bid for installation, maintenance and removal of secondary containment of fuel drums or other similar items as required by all applicable codes. Comply with project SWPPP requirements. Prime Trade Contractor using equipment shall provide at a minimum of one 30 gallon spill kit.

38. Daily cleanup is essential to a safe job site. It will be the responsibility of each individual Prime Trade Contractor to keep the project clear and clean on a daily basis and to remove debris from the site in a timely fashion. Site access is limited there is no space available for the placement of debris boxes. Costs for clean-up, hoisting, scaffolding, and protection of installed work and adjacent surfaces are to be included in the base bid.

39. Bidders shall exclude all dumpsters for their scope of work except for the General Works PTC and Demolition and Abatement PTC who will provide these facilities as listed above in Section 2.

40. The bidders shall include all costs to secure their materials or equipment at no additional cost to the University.

41. Refer to Site Logistics Plan Exhibit for detailed information on parking and access.

42. Refer to the Site Logistics Plan Exhibit. Storage onsite is not an option as the site is very limited. Material and equipment deliveries shall be Just in Time Delivery Method. All major deliveries need to be coordinated and scheduled with the Owner’s Representative, 24 hours in advance.
PART 3 – EXCLUSIONS

3.01 THIS GENERAL WORKS PACKAGE SCOPE OF WORK IS TO EXCLUDE THE FOLLOWING:

1. Demolition & Abatement Scope
2. Fire Sprinkler Scope
3. Mechanical and Plumbing Scope
4. Electrical Scope

END OF SECTION
BID FORM

FOR: PROJECT NO. 9559040
HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE

PROJECT NO. M030667
HOSPITAL SEISMIC UPGRADE, INCREMENT 4 – DECOMMISSION NORTH/SOUTH WING

BP-01 – GENERAL CONSTRUCTION

UNIVERSITY OF CALIFORNIA
DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

BID TO: Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Telephone: 916-734-7024

BID FROM: ____________________________
(Name of Bidder)

______________________________
(Address)

______________________________
(City) ____________________________
(State) ____________________________
(Zip Code)

______________________________
(Telephone Number) ____________________________
(Fax Number) ____________________________
(Email Address)

______________________________
(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 sixty (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 seven hundred and fifty six (756) 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

**BP-01 – GENERAL CONSTRUCTION**

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade

$ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

(Place figures in appropriate boxes)

M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

$ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

(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

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.

$ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

(Place figures in appropriate boxes)

$ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] X 120 (multiplier)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

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

8.0 ALTERNATES – Not Used

9559040 & M030667

BP-01 – GENERAL CONSTRUCTION
9.0 LIST OF SUBCONTRACTORS - 9559040, HOSPITAL SEISMIC UPGRADE, INCREMENT 3, STAIR TOWER & CORRIDOR UPGRADE

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, specifically 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 ½ of 1% 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.

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(Note: Add additional pages if required.)
LIST OF SUBCONTRACTORS - M030667, HOSPITAL SEISMIC UPGRADE, INCREMENT 4, DECOMMISSION NORTH/SOUTH WING

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, specifically 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 1% of 1% 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.

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(Note: Add additional pages if required.)
10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES – Not Used

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:

________________________________________

________________________________________

________________________________________

________________________________________

CALIFORNIA CONTRACTORS LICENSE(S):

________________________________________ (Classification) ______________________ (License Number) ______________________ (Expiration Date)

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

DEPARTMENT OF INDUSTRIAL RELATIONS:

________________________________________ (Registration No.) ______________________ (Expiration Date)

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, ______________________ (Printed Name) hereby declare that I am the ______________________ (Title) of ______________________ (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 _____________.

__________________________________________
(Signature)

[End]
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, __________________________________________, as Principal, and __________________________________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

9559040 – HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE
M030667 - HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING
BP-01 – GENERAL CONSTRUCTION

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

1. Enter into a written agreement, in the prescribed form, in accordance with the Bid.
2. File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
3. Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if no time period is specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of ________________________, 20____.

Principal: __________________________________________
(Name of Firm)

By: __________________________________________
(Signature)

__________________________
(Printed Name)

Title: __________________________________________

Address for Notices:

__________________________

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.
BP-02: Demolition & Abatement

SCOPE OF WORK
BID FORM
BID BOND
QUALIFICATION QUESTIONNAIRE
PART 1 – GENERAL

The UC Davis Health Increment 3 East Wing Upgrades and Increment 4 Decommission North/South Wing project.

A. **Increment 3 East Wing Upgrades:** Reconfigure the East Wing exiting and infrastructure in preparation for (Increment 4) De-commissioning of the North/South Wing. Work will include new exit stair tower, upgrades to the existing exit corridor system, upgrading bathrooms to ADA standards, rerouting plumbing, mechanical and electrical systems.

B. **Increment 4 North/South Wing Decommissioning:** Decommission the North/South Wing including severing all utilities except as required by the code and providing barriers to restrict all access into the North/South Wing. Work will include rerouting remaining plumbing, mechanical and electrical systems to isolate the North/South Tower infrastructure from the East Tower, construction of all physical barriers to bar all physical access to the North/South Tower and to ready the structure for demolition (Phase 5).

C. **The East Wing and North/South Tower will be occupied during construction so existing fire/life safety systems and public egress must be maintained while project is ongoing.**

1.01 REQUIREMENTS INCLUDE:

A. This Prime Trade Contract Package shall include and conform to the work as defined in the Contract Documents and as further defined below. Work shall be done per plans and specifications as prepared by Lionakis, this Scope of Work, the Contract, General Conditions, Supplementary Conditions, General Requirements, the Preliminary Project Schedule and other related Documents.

1. This Prime Trade Contract Package includes all **SCOPE** as shown on the contract documents and as further defined in this Scope of Work.

2. Bidders shall visit and inspect the site of the proposed work and shall become familiar with all of the conditions and schedule requirements surrounding the construction of the proposed project.

3. This Prime Trade Contract Package shall furnish all labor, materials, tools, equipment, machinery, equipment rental, hoisting of materials, transportation, supervision, bonds, taxes, insurance, engineering and other items necessary to perform all work.

4. All work performed by the Prime Trade Contract Package shall be installed and coordinated with all other Prime Trade Contractors and the work of separate contractors performing work for the Project.

5. Bidders are responsible for thoroughly reviewing the existing conditions of the project and shall be responsible for being familiar with the existing, in place, structures, utilities, referenced adjacent utilities whether touched by this scope of work or not, and the general surroundings of the site as they relate to this Scope of Work.
B. Contract Schedule

1. The University's Representative has developed an overall Preliminary Project Schedule indicating construction sequences for the Project and showing general timing for the Work of this Prime Trade Contractor. The University's Representative will provide milestone dates taken from the Preliminary Master Construction Schedule for the Contractor's information and guidance only. See Specification Section 013200 for development of the Prime Trade Preliminary Project Schedule.

2. It may be required that the work be performed in several areas of the project simultaneously in order to achieve the overall project scheduled completion. As each area becomes available, the Prime Trade Contractor will be required to work in those respective areas with additional crews if deemed necessary by the University's Representative to meet any activity within the contract schedule, to avoid potential delays to other Prime Trade Contractors, and to avoid a reduction of manpower in other areas already under construction.

C. This Prime Trade Contract Package includes any out-of-sequence and come-back work ordered by the University's Representative, or is required to meet any activity within the Preliminary Project Schedule.

PART 2 – REQUIREMENTS

2.01 SPECIFIC REQUIREMENTS INCLUDE:

A. The following Specific Requirements are intended to clarify and/or amplify the requirements of this Prime Trade Contract and do not necessarily describe the full extent of the contract work. This Prime Trade Contract includes all work indicated or reasonably inferred by the Contract Documents and as required to provide complete, functional and operational systems and subsystems. Specific references to drawings, details, specifications, etc., are included to illustrate the type of work and highlight certain portions of the work only and do not address all of the work involved. Bidders must review all of the Bid Documents and visit the site to determine the full extent of the Work.

B. This Prime Trade Contract Package completely includes all work contained in the following specification sections with all referenced specification sections, unless specifically noted otherwise in this Scope of Work:

<table>
<thead>
<tr>
<th>Division</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>General Requirements</td>
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<tr>
<td>2</td>
<td>Existing Conditions and Sitework</td>
</tr>
<tr>
<td>02 41 00</td>
<td>Selective Demolition</td>
</tr>
<tr>
<td>02 82 00</td>
<td>Asbestos Abatement and In-Place Management</td>
</tr>
<tr>
<td>02 83 00</td>
<td>Hazardous Materials Management – Lead</td>
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</table>

C. This Prime Trade Contract Package also includes the General Conditions, Supplementary Conditions, Division 1 General Requirements, drawings, any addenda or changes to the construction documents, all specification sections required for the performance of this Scope of Work.

D. This Prime Trade Contract Package shall include but not be limited to the following. The following consists of additions to the Contract Documents, highlighted items, and specific items required which may or may not be shown or called out on the drawings or specifications. It is not the complete definition of work.
Note: The term “Provide” means to “Furnish and Install”

1. Provide all demolition and abatement as required per contract documents.

2. Review Reference Drawings. These drawings have been provided to assist this Prime Trade Contractor (PTC) in the development of its bid. The intent of these drawings is to show the general nature of the existing conditions. These drawings may not necessarily accurately depict the existing conditions. Verify the existing conditions prior to the start of the any work of this Prime Trade Contractor.


5. Provide all saw cutting and disposal, shown or not shown, as required to complete the work of this Prime Trade Contractor. Provide demolition and removal of MEPFP as required; MEPFP trades will provide safe off and capping of own systems.

6. Provide all lay out to complete the work of this Prime Trade Contractor.

7. Provide maintaining and restoring all original staking as required to complete the work of this Prime Trade Contractor.

8. Obtain approval from the University’s Representative and all local jurisdictions for all haul routes to and from the project site. Include any and all required permitting and fees.

9. Protect in place existing building, infrastructure, utilities, equipment, finishes, etc. to remain. Protect however necessary to complete demolition without damaging elements of the building, infrastructure, utilities, etc.

10. Coordinate with MEPFP PTC for shutdowns of existing utilities. Verify with each MEP PTC that shutdowns are complete and demolition can commence.

11. Provide dumpsters and/or hauling for all demolition debris associated with this scope. Segregate waste per Green Building Policy Implementation and Construction Waste Management and Disposal specifications.

12. Coordinate with McCarthy and University’s Representative to walk existing building and identify salvage items. Salvage all items identified during walk-through and coordinate storage and/or re-location with the University’s Representative.

13. Demo and remove from site all items shown in the contract documents as related to the above specifications. Site demolition shall include demolition of site utilities as shown in contract documents. Coordinate for utility shutdown prior to removal shall be coordinated through the University’s Representative.
14. Provide all exterior and interior building demolition as noted in the contract documents. Coordinate the exterior enclosure removal with the University's Representative to ensure protection weather protection measures are in place. Include demo of access path through office rooms 0126 and 0126A.

15. Provide concrete demolition and sawcut per contract documents. When demolishing slabs, all rebar that is to remain shall be clean and ready for future slab pour back.

16. Demo 10" wide concrete pier between existing windows per contract documents.

17. Demo concrete deck and dumbwaiter/elevator structure for installation of new mechanical ducts/shaft.

18. Demo light weight concrete allow bearing for steel decking per detail 2/S4.54.

19. Sawcut or core drill clean holes with no overcutting per contract documents.

20. Locate steel reinforcement to verify quantity to be cut per contract documents.

21. Demolition of the west wall of the mechanical room (1416) on the first floor to of full height and width. Partial width of wall to remain to allow tie in to the new wall partition system. Demolition PTC to coordinate with the Mechanical PTC on opening size required for installation of the Mechanical PTC's new equipment.

22. Demo full west wall of dumbwaiter shaft on all floors not shown on contract documents.

23. Demolition and abatement of any interior or exterior plaster per the contract documents. Extent of demolition and abatement of each location to be coordinated in preparation for installation of new work. Provide multiple mobilizations as needed throughout the project site to complete the plaster demolition and abatement work.

24. Demolition on the roof to include chip out of existing concrete to allow installation of new posts.

25. Demo exterior precast panels in one piece, starting from top to bottom, per contract documents. Work to be completed prior to installation of Stair 5. Include removal of exterior caulking at all demo locations.

26. Demo and abate existing fireproofing per contract documents. Demo & Abatement PTC to coordinate with other trades on locations of areas needed for fireproofing removal.

27. Demo existing L angles of beam per contract documents per detail 2/S4.52.

28. Demo existing roof as laid out by other PTCs, includes MEPFP, architectural, structural, Coordinate locations and opening sizes with Roofing PTC.

Hazardous Material Abatement

1. Abatement as necessary for this PTC's demolition (interior and exterior). Abatement shall include items of similar characteristics as those that tested positive.

3. Complete and furnish all environmental reports, manifests, monitoring and testing required to perform work.

4. Provide and maintain all air cleaning equipment including but not limited to, air exchange units, HEPA machines, air scrubbers, associated duct work. Provide a full plan and submittal prior to starting work.

5. Provide all governmental agency notification and reporting.

6. Provide all dust control mitigation measures as required for own work.

7. Provide "as built" photography survey prior to start of work.

E. Special Considerations to be adhered to by this Prime Trade Contractor are as follows:

1. There may be other University construction projects in the area, which will require coordination to minimize conflicts.

2. The cutting of structural members will not be permitted.

3. Gasoline and/or diesel-powered welding, cutting or erection equipment are only permitted with exhaust scrubbers. 120v power will be available for hand tools only. Provide any Air Permits required by CARB or SMAQMD for the work of this Prime Trade Contractor.

4. Include replacement of any safety protection that you move for your operations.

5. Conform to all regulatory agencies and requirements applicable to this project which includes, but is not limited to, the FAA, OSHA, and CAL OSHA and CALTRANS and OSHPD and all other requirements of safety and hazardous material procedures throughout the execution of this contract. When hoisting materials, be aware that there is an active and operational helicopter pad on the adjacent campus. FAA and CALTRANS regulations regarding safety must be met and adhered to.

6. This Prime Trade Contract Package shall not encumber the project site as determined by the University's Representative, with materials or equipment. Storage inside the building is limited and restricted. During the performance of the Work, the Prime Trade Contractor shall keep the project site and surrounding area free from the accumulation of excess materials, waste materials and rubbish caused by this Prime Trade Contractor. This Prime Trade Contractor shall remove and/or relocate all excess materials, waste materials, rubbish, tools, equipment, machinery and surplus materials caused by or for this contract from the project site and surrounding areas when directed by the University's Representative and at the completion of the Work. All trash/debris to be removed from project site each night before completion of shift. All debris buggies used inside the hospital to have manufactures lids.
7. Prior to this Prime Trade Contractor beginning any onsite work and/or prior to the arrival of any materials to the project site, this Contractor shall submit to the University's Representative one copy of safety program, meeting the requirements of OSHA, CalOSHA, OSHPD, being implemented by this Prime Trade Contractor and all Material Safety Data Sheets for all products to be used on site. Throughout the duration of the project a copy of the safety program and Material Safety Data Sheets shall be kept by the Contractor and be accessible to all personnel and other trades. Material Data Sheets are to be kept updated throughout the project.

8. Provide drop cords for tools of this Prime Trade Contract Package. The University will provide temporary electrical service as defined in the specification section 015100 1.4 C1, 2, 3, a, b. Any other power requirements for this Scope of Work shall be provided under this Prime Trade Contract Package.

9. Prior to commencement of any work involving interruptions of existing systems such as corridors, or penetrations through rated partitions, this Prime Trade Contractor shall develop detailed work plans per UCDMC policies and procedures indicating the sequence of operations and activities for these operations. The work plans shall indicate time frames and dates for work required before, during and after interruption of existing services. The work plans shall indicate the total number of hours anticipated for interruptions. The work plan shall include detailed drawings of systems indicating temporary barriers and enclosures to allow the operating systems to remain active or shutdown for the minimal amount of time. Work plans shall be presented to the University's Representative in accordance with the requirements of Division 1 prior to beginning work.

10. Coordinate the delivery dates of materials with the University's Representative, so that they can be reflected in the contract schedule. Identify any major materials and equipment that will require special access considerations.

11. Each individual working on the project site will be required prior to performing any work on site to attend a mandatory, one time, site safety orientation meeting. Include at least 1 hr per individual.

12. The General Trade Prime Contractor will provide traffic plates as required for equipment/vehicles to access the building slab and project site. It is the responsibility of each prime trade contractor to return the traffic plates at the end of each day when they use them.

13. Prepare and conduct weekly tool box safety meetings. Provide documentation of the items discussed, and attendees of every safety meeting on a weekly basis to the University's Representative; also include all incident reports and other associated safety documentation required.

14. Use either chalk and lacquer or tape when marking concrete floors. No other type of concrete floor marking will be accepted. If tape is used, include all costs to remove it. Discuss and gain approval for all proposed markings with the Owner's Representative prior to purchasing materials. The rubber flooring being installed will absorb and translate up into the floor tile many types of markings such as paint and markers.
15. Clean up debris to dumpster on a daily basis, or as directed by University’s Representative. All packing and crating material must be removed and hauled off daily by the Prime Trade Contractor. This Prime Trade Contractor shall sweep and clean each day its work areas or as deemed necessary by the University’s Representative. Transport all debris associated with the Prime Trade Contract package and place debris inside the appropriate dumpster.

16. During all welding, brazing, soldering, grinding and cutting operations provide fire extinguishers, fire watch (includes an additional half hour upon completion of hot work performed), ventilation and other measures required to maintain a safe site as required for this Prime Trade Contractor Scope of Work. Provide supplemental mechanical ventilation (smoke hogs, and or negative air machines, fans etc.) to safely remove all smoke, fumes and odors as required to complete this work of this Prime Trade Contract Package.

17. Obtain Hazardous Conditions Permit (hot work) for the work described in item 16 above as and as required by the University Fire Department. Hazardous Condition Permit will be provided at no cost. Obtain permits prior to any welding, cutting or brazing per the requirements of Division 1.

18. Protect existing facilities and the work of other Prime Trade Contractors from damage by work under this contract. This Prime Trade Contractor is responsible for all cost and time impacts resulting from damage to other Prime Trade Contractors’ installed work or stored materials.

19. Schedule, coordinate, and perform all field-testing as required for inspections.

20. Provide traffic control, barricades and flagmen as required to complete the work of this Prime Trade Contract Package.

21. Allow for minor refinement of construction details and dimensions during the submittal review process. No change orders will be allowed for minor refinements such as additional detailing, fabrication or installation of these minor modifications required to complete the work of this Prime Trade Contract Package.

22. Protect all work defined in this Prime Trade Contract Package until accepted by the University's Representative.

23. Provide drawings and approved submittals to other Prime Trade Contractors as required for installation and coordination with other trades.

24. Attend and participate in regular and special coordination and progress meetings as required and scheduled by the University's Representative.

25. Provide task lighting as required to complete the work of this Prime Trade Contract Package.

26. Provide, install and maintain any required scaffolding and/or other means of access as required for performance of this Prime Trade Contract Scope of Work per CalOSHA requirements.

27. Warranties shall commence upon project “final completion”.

28. Provide shop drawings, manufacturer’s data and samples.
29. This Prime Trade Contractor shall provide all testing and certification as defined in the contract documents.

30. This Prime Trade Contract Package shall provide their own layout from control points provided by General Trade Package Contract, with the exception of the Site Trade Contractor. Coordinate layout with all other trades and Prime Trade Contractors and Contractor under separate contract with the University.

31. Prior to performing any concrete demolition, including coring, chipping and saw-cutting, this Prime Trade Contractor shall scan the concrete to verify what is installed in the concrete. Should conduit, any reinforcing or any other system be detected, this Prime Trade contractor shall immediately notify the University’s Representative. The Hilti Corporation Ferroscan FS 10 system or equal shall be utilized to perform this scanning.

32. Internal combustion engines (gasoline, diesel, propane, etc.) are prohibited from being operated indoors.

33. Bidders shall provide any required fuel, oil and other consumables required for their equipment and store them in an OSHA/CalOSHA compliant manner.

34. Eating within the building will not be allowed. University Representative will designate an eating area.

35. Bidders to include all costs for drinking water and ice required by their own forces.

36. Bidders shall exclude all temporary restroom and hand washing facilities except for the General Works Prime Trade Contractor who will provide these facilities as listed above in Section 2.

37. Bidders shall include all required material hoisting methods for their scope of work.

38. Bidders shall include all costs in their bid for installation, maintenance and removal of secondary containment of fuel drums or other similar items as required by all applicable codes. Comply with project SWPPP requirements. Prime Trade Contractor using equipment shall provide at a minimum of one 30 gallon spill kit.

39. Daily cleanup is essential to a safe job site. It will be the responsibility of each individual Prime Trade Contractor to keep the project clear and clean on a daily basis and to remove debris from the site in a timely fashion. Site access is limited there is no space available for the placement of debris boxes. Costs for clean-up, hoisting, scaffolding, and protection of installed work and adjacent surfaces are to be included in the base bid.

40. Bidders shall exclude all dumpsters for their scope of work except for the General Contractor Prime Trade Contractor who will provide these facilities as listed above in Section 2.

41. The bidders shall include all costs to secure their materials or equipment that is stolen or damaged at no additional cost to the University.

42. Refer to Division 015500 for detailed information on parking and access.
43. Refer to the Site Logistics Plan. Storage onsite is not an option as the site is very limited. Material and equipment deliveries shall be Just in Time Delivery Method. All major deliveries need to be coordinated and scheduled with the Owner's Representative, 24 hours in advance.

PART 3 – EXCLUSIONS

3.01 THIS DEMO AND ABATEMENT SCOPE OF WORK IS TO EXCLUDE THE FOLLOWING:

1. None

END OF SECTION
BID FORM

FOR:  PROJECT NO. 9559040
      HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE

      PROJECT NO. M030667
      HOSPITAL SEISMIC UPGRADE, INCREMENT 4 – DECOMMISSION NORTH/SOUTH WING

      BP-02 – DEMOLITION & ABATEMENT

      UNIVERSITY OF CALIFORNIA
      DAVIS, MEDICAL CENTER
      SACRAMENTO, CALIFORNIA

BID TO:  Facilities Design and Construction
         4800 2nd Avenue, Suite 3010
         Sacramento, CA 95817
         Telephone: 916-734-7024

BID FROM: ____________________________________________________________
                     (Name of Bidder)

                     ____________________________________________________________
                     (Address)

                     ___________________________  ___________________________  ___________________________
                     (City)          (State)          (Zip Code)

                     ___________________________  ___________________________
                     (Telephone Number)        (Fax Number)

                     ____________________________________________________________
                     (Email Address)

                     ____________________________________________________________
                     (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 sixty (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 seven hundred and fifty six (756) 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

BP-02 – DEMOLITION & ABATEMENT

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade

| $ | | |

(Place figures in appropriate boxes)

M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

| $ | | |

(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

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.

| $ | | | | | | X | 120 (multiplier) |

(Place figures in appropriate boxes)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

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

8.0 ALTERNATES – Not Used
9.0 LIST OF SUBCONTRACTORS - 9559040, HOSPITAL SEISMIC UPGRADE, INCREMENT 3, STAIR TOWER & CORRIDOR UPGRADE

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, specifically 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 1/2 of 1% 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.

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<tr>
<th>PORTION OF THE WORK ACTIVITY (E.G. ELECTRICAL, MECHANICAL, CONCRETE)</th>
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<tbody>
<tr>
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(Note: Add additional pages if required.)

9.0 LIST OF SUBCONTRACTORS - M030667, HOSPITAL SEISMIC UPGRADE, INCREMENT 4, DECOMMISSION NORTH/SOUTH WING

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, specifically 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 1/2 of 1% 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.

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(Note: Add additional pages if required.)

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES - Not Used
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.)

DEPARTMENT OF INDUSTRIAL RELATIONS:

__________ (Registration No.) ____________ (Expiration Date)

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)

2. Qualification Questionnaire

13.0 DECLARATION

I, ____________ (Printed Name) ____________ hereby declare that I am the ____________ (Title)

of ____________ (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,

colluded, 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 ________________, 20__.

_________________________________________ (Signature)

[End]
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, __________________________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

9559040 – HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE
M030667 - HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING
BP-02 – DEMOLITION & ABATEMENT

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

(1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
(2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
(3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of ______________________, 20____.

Principal: ____________________________  Surety: ____________________________
   (Name of Firm)                     (Name of Firm)

By: ________________________________  By: ________________________________
   (Signature)                       (Signature)

   ________________________________  ________________________________
   (Printed Name)                    (Printed Name)

Title: ______________________________

Address for Notices:

____________________________________

____________________________________

____________________________________

____________________________________

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

9559040 & M030667
BP-02 – DEMOLITION & ABATEMENT

1 of 1

Bid Bond
January 2, 1996
MPT: BID-BOND
CONTRACTOR QUALIFICATION DOCUMENTS

FOR

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

BP-02 – DEMOLITION & ABATEMENT

FACILITIES DESIGN AND CONSTRUCTION
FACILITIES PLANNING AND DEVELOPMENT DIVISION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER

NOVEMBER 2018
CONTRACTOR QUALIFICATION QUESTIONNAIRE
FOR
9559040 – Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667 – Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

BP-02 – Demolition & Abatement

FACILITIES DESIGN AND CONSTRUCTION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

Each prospective bidder must have the appropriate contractor’s license required by the State of California, must be registered with the Department of Industrial Relations (DIR), and must complete and submit all portions of this Qualification Questionnaire.

Each prospective bidder must answer all applicable questions and provide all requested information. Any prospective bidder failing to do so may, at the sole discretion of the University of California, be deemed to be not responsive and not responsible with respect to this qualification, and its bid rejected.

The undersigned declares under penalty of perjury that the qualification information submitted with this form is correct, complete and not misleading and that this declaration was executed

in ____________ County, California, on ______________

_______________________________ (Bidder Name)

_______________________________ (Name and Title of Bidder’s Contact Person for Questions)

_______________________________ (Address)

_______________________________ (City, State, Zip Code)

_______________________________ (Telephone Number)  ________________ (Fax Number)  ________________ (Email Address)

_______________________________ (Signature)

_______________________________ (Typed Name and Title)

NOTICE

ANY BIDDER WHO FAILS TO MEET THE CRITERIA LISTED IN THIS QUALIFICATION QUESTIONNAIRE WILL NOT BE CONSIDERED QUALIFIED AND WILL BE DEEMED AS NOT RESPONSIVE WITH RESPECT TO THIS QUALIFICATION, AND ITS BID REJECTED.

All information submitted in response to this Qualification Questionnaire will be considered official information acquired in confidence, and the University of California will maintain its confidentiality to the extent permitted by law. Any prospective bidder found not qualified will receive written notice of bid rejection from the University. A prospective bidder found not qualified may file a Bid protest (limited to the rejection) within three (3) business days of receipt of the University's written rejection. Refer to Article 7 of the Instructions to Bidders for direction on how to proceed. Failure to file such a protest within the three-day period is a waiver of the right to challenge the rejection.

Each prospective bidder must submit all requested information on these forms only. Attachments are not allowed.
IN ALL INSTANCES IN THIS FORM, "QUALIFYING PROJECT" MEANS A PROJECT WHICH MUST MEET ALL OF THE FOLLOWING:

1. Project work took place in a fully operational California hospital, defined as a licensed OSHPD Type 1, multi-story facility, operating 24 hours/7 days a week, providing patient care.

2. Project was completed within the last ten (10) years, and accepted as complete prior to June 1, 2018.

I. LICENSE

A. Does your firm hold the following California Contractors license, which is current, active and in good standing with the California Contractors State License Board for work you propose to bid?

License Classification: Building Moving/Demolition and Asbestos Abatement

License Code: C21 and C22

YES: ☐ NO: ☐

If yes, provide the following information about your firm's contractor's license:

(1) Name of license holder exactly as on file with the California Contractors State License Board:

(2) License number: ______

(3) Date issued: ______ (4) Expiration date: ______

B. List other active Contractor License(s) held by your firm: ______

C. Can you truthfully state that your firm's contractor's license(s) listed above has not been suspended or revoked for any reason related to performance of work as a contractor by the California Contractors State License Board within the last ten (10) years?

YES: ☐ NO: ☐

D. Is your firm registered with the Department of Industrial Relations (DIR)?

Registration No.: ______

YES: ☐ NO: ☐

II. QUALIFYING PROJECT EXPERIENCE

A. Has your firm successfully completed at least one (1) qualifying project in the past ten (10) years? Refer to top of page for the definition of "qualifying project".

YES: ☐ NO: ☐

IF YES, PROVIDE THE FOLLOWING INFORMATION FOR SUCH PROJECT ON THE FOLLOWING QUALIFYING PROJECT DATA FORM PAGES ONLY (ATTACHMENTS ARE NOT ALLOWED):
PROJECT #1 DATA SHEET

If qualification is for a joint venture, the project listed must have been completed by the prospective joint venture bidder with an appropriate joint venture license and not completed only by one of the partners.

1. Project Name: _____

2. Project Location (full address): _____
   City: _____  State: _____  Zip: _____
   Was work done in a hospital or licensed outpatient clinic? _____

3. Project Description (be specific):
   _____

4. Description of work performed (be specific)
   _____

5. Class of infection control risk assessment: _____

6. Describe ICRA containment procedures and protocols used throughout the project and who was responsible for maintaining daily requirements: _____

7. Did the project work include construction performed concurrently on another floor where the work area was occupied?
   Yes: ☐  No: ☐

8. Did the project include requirements for interim life safety measure protocols (ILSM)?
   Yes: ☐  No: ☐

9. Did the project have a full-time Superintendent present in the above described settings during all construction activities — days, evenings, swing-shift, weekends?
   Yes: ☐  No: ☐

10. Was your firm responsible to pre-coordinate, schedule, and submit formal utility shutdowns and tie-ins, ILSMs, inspection requests and coordinate ongoing inspections?
    Yes: ☐  No: ☐

11. Work Completed As:
    ☐ Contractor  ☐ Subcontractor
    a. Owner Name: _________________________________
    b. Owner Address: _________________________________
    c. Owner Telephone Number: _____________________________
    d. Owner Contact Person’s Name: _____________________________
    e. Owner Contact Email Address: _____________________________

12. Date Notice of Completion filed for qualifying project:

13. Original Construction Contract Award amount as awarded (without change orders): $

14. Final Construction Contract Amount: $

95560640 & M030864
BP-02 – DEMOLITION & ARATFMFT
Page 4 of 7  Contractor Qualification Questionnaire
April 2017
15. Original Contract Time (calendar days):

16. Final Contract Time (calendar days):

17. Number of Days Liquidated Damages Assessed (calendar days):

18. Name of your Project Manager:

19. Name of your Superintendent:

[This space intentionally left blank]
III. STAFF EXPERIENCE

A. Is your firm willing to commit to assigning to the position of full-time Project Manager and full-time Superintendent, so long as the candidate remains in your employ, the candidate identified in Paragraphs B & C below?

YES: ☐ NO: ☐

IV. MANAGEMENT PLAN

A. Does your firm have a written project management plan that you will commit to using for this project?

YES: ☐ NO: ☐

V. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

A. Does your firm have a written Quality Assurance/Quality Control program that you will commit to using for this project?

YES: ☐ NO: ☐

VI. PRIOR DISQUALIFICATION

A. Has your firm been formally disqualified from performing work for any public entity for poor performance or alleged fraud within the last ten (10) years?

YES: ☐ NO: ☐

VII. CLAIMS HISTORY

A. Has your firm had four (4) or more unsuccessful claims within the last ten (10) years?

As used in the preceding sentence, an unsuccessful claim means:

(a) a claim in excess of $50,000 filed against Contractor, its surety, subcontractor, supplier and/or manufacturer by Owner for damages, defects, breach of contract, breach of warranty, poor workmanship, incomplete performance or delays which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision with the result that Contractor, its surety, insurer, subcontractor, supplier and/or manufacturer was required to make payment (payments include amounts deducted from back-charged or credited against Contractor's Contract and are calculated by adding together the total amounts paid by Contractor, sureties, insurers, subcontractors, suppliers and manufacturers) to Owner in an amount equal to or exceeding eighty percent of the amount claimed, OR

(b) a claim in excess of $50,000 filed against an Owner by Contractor, its surety, insurer or subcontractor, excluding claims to the extent such claims seek enforcement of a stop notice against Contractor's undisputed Contract Balance, which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision with the result that the total amount received by Contractor, its surety, insurer and subcontractor did not equal or exceed twenty percent of the amount claimed.

References to subcontractors, suppliers and manufacturers in paragraphs (a) and (b) above include all tiers, whether or not the subcontractor, supplier or manufacturer has a contract directly with the Contractor.

YES: ☐ NO: ☐
VII. SAFETY

A. Does your firm have a written safety program that you will commit to using for this project?
   YES: ☐       NO: ☐

B. Do you conduct and document project safety inspections?
   YES: ☐       NO: ☐

   If yes, who conducts and documents the inspection (Name and Title): ______

   How often?     Weekly ☐  Biweekly ☐  Monthly ☐

D. Name of Company Safety Director: ______

   Safety Director will report directly to (Name and Title): ______

IX. COMPLETED QUESTIONNAIRE

A. Have you answered all questions and provided all information required in this QUALIFICATION QUESTIONNAIRE?
   YES: ☐       NO: ☐

B. Have you signed the Declaration on the front page of this QUALIFICATION QUESTIONNAIRE?
   YES: ☐       NO: ☐

[End Qualification Questionnaire]
BP-03: Mechanical & Plumbing and Design, Engineering and Installation of Seismic Bracing

SCOPE OF WORK
BID FORM
BID BOND
QUALIFICATION QUESTIONNAIRE
PART 1 – GENERAL

The UC Davis Health Increment 3 East Wing Upgrades and Increment 4 Decommission North/South Wing project.

A. **Increment 3 East Wing Upgrades:** Reconfigure the East Wing exiting and infrastructure in preparation for (Increment 4) De-commissioning of the North/South Wing. Work will include new exit stair tower, upgrades to the existing exit corridor system, upgrading bathrooms to ADA standards, rerouting plumbing, mechanical and electrical systems.

B. **Increment 4 North/South Wing Decommissioning:** Decommission the North/South Wing including severing all utilities except as required by the code and providing barriers to restrict all access into the North/South Wing. Work will include rerouting remaining plumbing, mechanical and electrical systems to isolate the North/South Tower infrastructure from the East Tower, construction of all physical barriers to bar all physical access to the North/South Tower and to ready the structure for demolition (Phase 5).

C. **The East Wing and North/South Tower will be occupied during construction so existing fire/life safety systems and public egress must be maintained while project is ongoing.**

1.01 **REQUIREMENTS INCLUDE:**

A. This Prime Trade Contract Package shall include and conform to the work as defined in the Contract Documents and as further defined below. Work shall be done per plans and specifications as prepared by Lionakis, this Scope of Work, the Contract, General Conditions, Supplementary Conditions, General Requirements, the Preliminary Project Schedule and other related Documents.

1. This Prime Trade Contract Package includes all **SCOPE** as shown on the contract documents and as further defined in this Scope of Work.

2. Bidders shall visit and inspect the site of the proposed work and shall become familiar with all of the conditions and schedule requirements surrounding the construction of the proposed project.

3. This Prime Trade Contract Package shall furnish all labor, materials, tools, equipment, machinery, equipment rental, hoisting of materials, transportation, supervision, bonds, taxes, insurance, engineering and other items necessary to perform all work.

4. All work performed by the Prime Trade Contract Package shall be installed and coordinated with all other Prime Trade Contractors and the work of separate contractors performing work for the Project.

5. Bidders are responsible for thoroughly reviewing the existing conditions of the project and shall be responsible for being familiar with the existing, in place, structures, utilities, referenced adjacent utilities whether touched by this scope of work or not, and the general surroundings of the site as they relate to this Scope of Work.

B. Contract Schedule
1. The University’s Representative has developed an overall Preliminary Project Schedule indicating construction sequences for the Project and showing general timing for the Work of this Prime Trade Contractor. The University’s Representative will provide milestone dates taken from the Preliminary Master Construction Schedule for the Contractor’s information and guidance only. See Specification Section 01320 for development of the Prime Trade Preliminary Project Schedule.

2. It may be required that the work be performed in several areas of the project simultaneously in order to achieve the overall project scheduled completion. As each area becomes available, the Prime Trade Contractor will be required to work in those respective areas with additional crews if deemed necessary by the University’s Representative to meet any activity within the contract schedule, to avoid potential delays to other Prime Trade Contractors, and to avoid a reduction of manpower in other areas already under construction.

C. This Prime Trade Contract Package includes any out-of-sequence and come-back work ordered by the University’s Representative, or as required to meet any activity within the Preliminary Project Schedule.

PART 2 – REQUIREMENTS

2.01 SPECIFIC REQUIREMENTS INCLUDE:

A. The following Specific Requirements are intended to clarify and/or amplify the requirements of this Prime Trade Contract and do not necessarily describe the full extent of the contract work. This Prime Trade Contract includes all work indicated or reasonably inferred by the Contract Documents and as required to provide complete, functional and operational systems and subsystems. Specific references to drawings, details, specifications, etc., are included to illustrate the type of work and highlight certain portions of the work only and do not address all of the work involved. Bidders must review all of the Bid Documents and visit the site to determine the full extent of the Work.

B. This Prime Trade Contract Package completely includes all work contained in the following specification sections with all referenced specification sections, unless specifically noted otherwise in this Scope of Work:

**Plumbing:**

- Division 01 Specifications
- Division 02 Specifications
- 22 05 00 – Plumbing General Requirements
- 22 05 01 – Plumbing Trenching and Backfill
- 22 05 18 – Escutcheons for Plumbing Piping
- 22 05 19 – Meters and Gages for Plumbing Piping
- 22 05 23 – General-Duty Valves for Plumbing Piping
- 22 05 29 – Hangers and Supports for Plumbing Piping and Equipment
- 22 05 53 – Identification for Plumbing Piping and Equipment
- 22 07 19 – Plumbing Piping Insulation
- 22 11 16 – Domestic Water Piping
- 22 13 16 – Sanitary Waste and Vent Piping
- 22 13 19 – Sanitary Waste Piping Specialties
- 22 13 43 – Facility Packaged Sewage Pumping Stations
- 22 43 00 – Healthcare Plumbing Fixtures
- 22 63 13 – Medical Gas Piping for Healthcare Facilities
- 22 63 13 – Medical Gas Piping for Healthcare Facilities (Supplemental spec for Increment 4)

**HVAC:**

01 00 50-2
SCOPE OF WORK
November 6, 2018
MPT:
Division 01 Specifications
Division 02 Specifications
08 91 19 – Fixed Louvers
23 05 10 – Basic Mechanical Materials and Methods
23 05 13 – Common Motor Requirements for HVAC Equipment
23 05 19 – Meters and Gages for Plumbing Piping
23 05 23 – General-Duty Valves for HVAC Piping
23 05 29 – Hangers and Supports for HVAC Piping and Equipment
23 05 53 – Identification for HVAC Piping and Equipment
23 05 93 – Testing, Adjusting, and Balancing for HVAC (Coordination only, University to provide)

TAB

23 07 13 – Duct Insulation
23 07 19 – HVAC Piping Insulation
23 09 00 – Building Automation Control System (BACS)
23 21 13 – Hydronic Piping
23 31 13 – Metal Ducts
23 33 00 – Air Duct Accessories
23 34 16 – Exhaust Fans / Centrifugal HVAC Fans
23 37 13 – Diffusers, Registers, and Grilles
23 57 00 – Heat Exchangers for HVAC
23 74 13 – Custom Outdoor Air-Handling Units
23 82 16 – Hydronic Air Coils
23 99 99 – Variable Frequency Drives

Related:

Division 05 Specifications
07 81 16 – Cementitious Fireproofing
07 84 00 – Firestopping
07 92 00 – Caulking And Sealants
08 11 00 – Hollow Metal Doors And Frames
08 31 00 – Access Doors
08 34 76 – Elevator Door Smoke Containment System
09 22 16 – Metal Stud System
09 22 26.23 – Metal Suspension Systems
09 29 16 – Gypsum Board
09 30 00 – Ceramic Tile
09 51 13 – Acoustical Tile Ceilings
09 91 00 – Painting
21 13 13 – Fire Protection
23 05 93 – Testing, Adjusting, and Balancing for HVAC (Coordination only, University to provide)

TAB

Division 26 Specifications
Division 27 Specifications
Division 28 Specifications

C. This Prime Trade Contract Package also includes the General Conditions, Supplementary Conditions, Division 1 General Requirements, drawings, any addenda or changes to the construction documents, all specification sections required for the performance of this Scope of Work.
D. This Prime Trade Contract Package shall include but not be limited to the following. The following consists of additions to the Contract Documents, highlighted items, and specific items required which may or may not be shown or called out on the drawings or specifications. **It is not the complete definition of work.**

**GENERAL MECHANICAL (HVAC & PLUMBING)**

1. Review Reference Drawings. These drawings have been provided to assist this Prime Trade Contractor in the development of its bid. The intent of these drawings is to show the general nature of the existing conditions. These drawings may not necessarily accurately depict the existing conditions. Verify the existing conditions prior to the start of the any work of this Prime Trade Contractor.


3. Coordinate Prime Trade Contractor’s general requirements with the **General Works Prime Trade Contractor** labor and material items scope of work.

4. Provide all sawcutting, shown or not shown, as required to complete the work of this Prime Trade Contractor.

5. Provide all layout and staking by a licensed professional land surveyor to complete the work of this Prime Trade Contract.

6. Maintain and restore all original staking as required to complete the work of this Prime Trade Contract.

7. Obtain approval from the Owner and all local jurisdictions for all haul routes to and from the project site. Include any, and all, required traffic control permitting and fees.

8. Prime Trade Contractor to provide all miscellaneous framing, support, backing, and/or openings that are not shown but required to complete this work. Prime Trade Contractor to coordinate all other framing, support, backing, and/or openings with Division 9 metal stud framing and Division 5 miscellaneous metals Prime Trade Contractors. Provide layout of framed openings for louvers, ducts, pipes, etc.

9. Provide complete sound-rated wall penetrations or assemblies for own system in accordance with the Contract Documents (See Special Consideration #23 for Firestopping).

10. Furnish all access panels required for own work. Include coordinated layout of access panels to provide a clear path to service Mechanical Equipment. Installation of access panels by Division 9 metal stud framing Prime Trade Contractor.

11. Coordinate work with Lighting layout, and Suspended Gypsum Board Ceiling Notes on details 20/A-551 & 20/A-552.

12. Provide all cartage for material demolition and deliveries to/from the work areas.

13. Provide all debris boxes, dumpsters, and off haul for your own demolition work. General debris dumpsters to be provided by others during new construction phases.

14. Provide demolition as shown on Mechanical and Plumbing Drawings. Prime Trade Contractor to notify University Representative regarding any conflicts with Architectural Drawings, prior to demolition of the respective work.
15. Provide labelling of all valves sequentially using the existing facility tag inventory list.

16. Provide all anchorage as required for this scope of work.

17. Trade licensed for each respective utility shall safe-off all equipment scheduled for demolition. All drain-down, purging, refrigerant recovery, electrical of owner-salvaged equipment also to be performed by the licensed trade. After safe-off, the remaining dismantling, cutting, removal, hoisting, and haul-off of equipment shall be performed by Division 2 Demolition Prime Trade Contractor. Demolition and off-haul of ancillary materials (piping, conduit, hangers, etc.) is the responsibility of the mechanical Prime Trade Contractor.

18. To facilitate the sequence of construction described on sheet M-114, Prime Trade Contractor to drain-down and/or refill required equipment/systems as necessary.

19. Where connections or disruptions are made to existing systems, reactivate, refill and recharge all components and restore systems to the same operating conditions prior to the time of disruption.

20. Prime Trade Contractor to be aware of the potential for hazardous material. If such material is encountered, follow all safety regulations and notify University Representative immediately.

21. Prime Trade Contractor to verify all underground utilities and obtain approval by University Representative prior to beginning any sawcutting, excavation, or demolition work.

22. Provide layout for housekeeping pads. Concrete by others.

23. Existing fireproofing will be abated and replaced by others prior to any work in each work area. Prime Trade Contractor shall repair/patch fireproofing if removed or damaged as a result of performing own work.

24. Coordinate the use of concrete anchors with structural drawings & specifications.

25. Provide Flushing and Chemical Treatment as required.

26. Provide negative air machines and dust mitigation for work performed in sensitive areas.

27. Provide seismic bracing and engineering per Deferred Approvals on G-001 Note 5 and MG001.

28. Per 26 00 10 1.1.E, Motor controllers/starter shall be provided by Division 26, unless specified to be furnished as an integral component of the equipment or unless controller is variable frequency drive type.

29. Variable Frequency Drives shall be provided by Division 23. 460v power into and out of the VFD to be provided by Division 26. Low voltage control and communication wiring and conduit by Division 23.

30. Provide sealants for own work.

31. Maintain protection of roof penetrations until roofing has been completed. Coordinate with Roofing Prime Trade Contractor.
PLUMBING

32. Provide floor sink and associated sanitary sewer piping for each fire sprinkler drain.

33. Perform temporary shutdowns at no additional charges and at times that do not interfere with normal operation of existing facilities.

34. Plumbing fixtures and accessories to be mounted as shown on Architectural Drawings and meet all code requirements.

35. Provide all floor drains, and coordinate with necessary trades per detail 5/P-500 for a code compliant installation.

36. Provide RWL outfall as shown in detail 3/A-502.

37. Provide Roof Drain/Overflow Assembly with deck plate and collar per detail 10/A-502.

38. Provide Sewage Ejector Pump per detail 1/P-500. Provide cables and control panel furnished by pump manufacturer, (install conduit by Division 22; 120V by Division 26). Provide ladder and basin covers, embeds to be installed by Division 3 Concrete and/or General Works Prime Trade Contractor. Include layout for ladder and basin covers.


40. 3rd party medical gas certifier provided by University (22 63 13-13A). Prime Trade Contractor shall coordinate with medical gas certifier and provide manpower support for all testing. University shall provide all gases needed for testing and certification. All nitrogen required for purging and pre-testing to be furnished by Prime Trade Contractor.

41. Maintain Drain from Lightwell during construction per Note 11 on PD110.

HVAC

42. Coordinate and assist as needed with University-contracted Testing and Balancing Subcontractor (assume MESA3 is the intended firm).

43. Per 26 00 10 1.1.E, Motor controllers/starters shall be provided by Division 26, unless specified to be furnished as an integral component of the equipment or unless controller is variable frequency drive type.

44. HVAC Variable Frequency Drives shall be provided by Division 23. 460v power into and out of the VFD to be provided by Division 26. Low voltage control and communication wiring and conduit by Division 23.

45. Per 26 09 00 1.3 & 3.3, Temperature control conduit and wiring provided by Division 23, including all interlock wiring between motor starter and temperature control equipment.

46. Cap ducts as shown and at roof per detail 4/A-111B.

47. Provide louver, pan flashing and sealant per details 15,16,19&20/A-503.

48. Install Duct Smoke Detectors furnished by Division 26.

49. Provide 2hr Duct Wrap as detailed per 1/M-502 on Stair Pressurization Duct.
50. Provide Drip Pans with moisture detection above critical equipment.

51. Coordinate with Facility personnel and University Representative prior to cutting and capping Pneumatic Tubing as shown on drawings.

52. Protect EA & OA Louvers. Provide and maintain Merv 4 Filters at OA Louvers during demolition and new construction per sheet note 7 on MD110.

53. Coordinate installation of new bypass ductwork after pre-demolition air balance and prior to demolition per sheet note 7 on MD110A. Air balance by others.

54. Coordinate Hot Tap or Cut-ins of hydronic piping with facility personnel and University Representative. Provide shut-off valves at points of connection.

55. Refer to detail 23/A-521 for patch back/infill of fire-rated walls, scanning/sawcutting of existing concrete walls as needed per details 6/7/M-500 (Refer to Special Consideration Section).

56. Per detail 4/M-501, provide curb flashing and counter flashing. Refer to Architectural Drawings for all roofing and flashing details.

57. Provide all pipe supports, HSS, plate, roofjacks and welding as required. Similar to details 4,5&7/M-503.

58. Per detail 6/M-503, provide curb/support with sheet metal cap and counter flashing. Refer to Architectural Drawings for all roofing and flashing details.

59. Per detail 4/M-503, provide removable counter flashing. Refer to Architectural Drawings for all roofing and flashing details.

60. Per Sheet Note 18 on M-119 & detail 1/M-504, remove existing relief fan and associated components at exterior penthouse. Coordinate and layout larger opening with structural/framing contractor.

61. Provide Fire/Smoke Dampers (FSDs) as shown. Line Voltage provided by Division 26, Fire Alarm provided by Division 28. Coordinate installation and testing with Divisions 26 & 28.

62. Provide Duct Supports as shown in detail 1/M-504 & 1/M-505. (Inc. #3 Dumbwaiter Shaft)

63. Provide blank-offs and required sawcutting for louver installation as shown in detail 4/M-505.

64. Provide AHU-1 in sections to allow for reassembly in Mech. Room. Include rigging, cartage, etc. to get equipment to the location and installed. Review jobsite conditions prior to bidding and include any re-work of existing utilities whether shown or not.

65. Provide seismic joints per detail 4/M-504.

66. Provide penetrations through roof as shown in detail 5/M-504. Roofing and mastic edges by Roofing contractor.

67. Provide functioning and complete controls for this project, inclusive of control valves and return water temperature sensors as shown in details 1,2&3/M-501.

68. Per detail 6/M-501, provide roof curbs with wood nailer and rigid insulation.
69. AHU-2 will require a coil pull at top of unit as noted in detail 1/M-503.

E. **Special Considerations** to be adhered to by this Prime Trade Contractor are as follows:

1. There may be other University construction projects in the area, which will require coordination to minimize conflicts.

2. The cutting of structural members will not be permitted.

3. Provide gasoline- and/or diesel-powered welding, cutting or erection equipment. 120v power will be available for hand tools only. Provide any Air Permits required by CARB or SMAQMD for the work of this Prime Trade Contractor.

4. Include replacement of any safety protection that you move for your operations.

5. Conform to all regulatory agencies and requirements applicable to this project which includes, but is not limited to, the FAA, OSHA, and CAL OSHA and CALTRANS and all other requirements of safety and hazardous material procedures throughout the execution of this contract. When hoisting materials, be aware that there is an active and operational helicopter pad on the adjacent campus. FAA and CALTRANS regulations regarding safety must be met and adhered to.

6. This Prime Trade Contract Package shall not encumber the project site as determined by the University's Representative, with materials or equipment. Storage inside the building is limited and restricted. During the performance of the Work, the Prime Trade Contractor shall keep the project site and surrounding area free from the accumulation of excess materials, waste materials and rubbish caused by this Prime Trade Contractor. This Prime Trade Contractor shall remove and/or relocate all excess materials, waste materials, rubbish, tools, equipment, machinery and surplus materials caused by or for this contract from the project site and surrounding areas when directed by the University's Representative and at the completion of the Work.

7. Prior to this Prime Trade Contractor beginning any onsite work and/or prior to the arrival of any materials to the project site, this Contractor shall submit to the University's Representative one copy of the most current safety program being implemented by this Prime Trade Contractor and all Material Safety Data Sheets for all products to be used on site. Throughout the duration of the project a copy of the safety program and Material Safety Data Sheets shall be kept by the Contractor and be accessible to all personnel and other trades. Material Data Sheets are to be kept updated throughout the project.

8. Provide drop cords for tools of this Prime Trade Contract Package. The University will provide temporary electrical service as defined in the specification section 01510 1.04 C1, 2, 3, a., b. Any other power requirements for this Scope of Work shall be provided under this Prime Trade Contract Package.
9. Prior to commencement of any work involving interruptions of existing systems such as corridors, or penetrations through rated partitions, this Prime Trade Contractor shall develop detailed work plans indicating the sequence of operations and activities for these operations. The work plans shall indicate time frames and dates for work required before, during and after interruption of existing services. The work plans shall indicate the total number of hours anticipated for interruptions. The work plan shall include detailed drawings of systems indicating temporary barriers and enclosures to allow the operating systems to remain active or shutdown for the minimal amount of time. Work plans shall be presented to the University’s Representative in accordance with the requirements of Division 1 prior to beginning work.

10. Coordinate the delivery dates of materials with the University’s Representative, so that they can be reflected in the contract schedule. Identify any major materials and equipment that will require special access considerations.

11. Each individual working on the project site will be required prior to performing any work on site to attend a mandatory, one time, site safety orientation meeting. Include at least 1 hr per individual.

12. The General Works Prime Trade Contractor will provide traffic plates as required for equipment/vehicles to access the building slab and project site. It is the responsibility of each Prime Trade Contractor to return the traffic plates at the end of each day when they use them.

13. Prepare and conduct weekly tool box safety meetings. Provide documentation of the items discussed, and attendees of every safety meeting on a weekly basis to the University’s Representative; also include all incident reports and other associated safety documentation required.

14. Use either chalk and lacquer or tape when marking concrete floors. No other type of concrete floor marking will be accepted. If tape is used, include all costs to remove it. Discuss and gain approval for all proposed markings with the Owner’s Representative prior to purchasing materials. The rubber flooring being installed will absorb and translate up into the floor tile many types of markings such as paint and markers.

15. Clean up debris to dumpster on a daily basis, or as directed by University’s Representative. All packing and crating material must be removed and hauled off daily by the Prime Trade Contractor. This Prime Trade Contractor shall sweep and clean each day its work areas or as deemed necessary by the University’s Representative. Transport all debris associated with the Prime Trade Contract package and place debris inside the appropriate dumpster.

16. During all welding, brazing, soldering, grinding and cutting operations provide fire extinguishers, fire watch, ventilation and other measures required to maintain a safe site as required for this Prime Trade Contractor Scope of Work. Provide supplemental mechanical ventilation (smoke hogs, and or negative air machines, fans etc.) to safely remove all smoke, fumes and odors as required to complete this work of this Prime Trade Contract Package.

17. Obtain Hazardous Conditions Permit (hot work) for the work described in item 12 above as and as required by the University Fire Department. Hazardous Condition Permit will be provided at no cost. Obtain permits prior to any welding, cutting or brazing per the requirements of Division 1.
18. Protect existing facilities and the work of other Prime Trade Contractors from damage by work under this contract. This Prime Trade Contractor is responsible for all cost and time impacts resulting from damage to other Prime Trade Contractors’ installed work or stored materials.

19. Schedule, coordinate, and perform all field-testing as required for inspections.

20. Provide traffic control, barricades and flagmen as required to complete the work of this Prime Trade Contract Package.

21. Allow for minor refinement of construction details and dimensions during the submittal review process. No change orders will be allowed for minor refinements such as additional detailing, fabrication or installation of these minor modifications required to complete the work of this Prime Trade Contract Package.

22. Protect all work defined in this Prime Trade Contract Package until accepted by the University’s Representative.

23. **Fire Stopping:** Each Prime Trade Contractor is responsible for fire stopping any penetrations that their work creates through rated assemblies (floor, wall, and ceiling) regardless of when the penetrating member was installed. Also, each trade will be responsible for maintaining penetrations until approved by the inspector. All fire stopping penetrations must comply with approved UL – including bracing assembly.

24. Provide drawings and approved submittals to other Prime Trade Contractors as required for installation and coordination with other trades.

25. Attend and participate in regular and special coordination and progress meetings as required and scheduled by the University’s Representative.

26. Provide task lighting as required to complete the work of this Prime Trade Contract Package.

27. Provide, install and maintain any required scaffolding and/or other means of access as required for performance of this Prime Trade Contract Scope of Work.

28. Warranties shall commence upon project “final completion”.

29. Provide shop drawings, manufacturer’s data and samples.

30. This Prime Trade Contractor shall provide all testing and certification as defined in the contract documents.

31. This Prime Trade Contract Package shall provide their own layout from control points provided by General Trade Package Contract, with the exception of the Site Trade Contractor. Coordinate layout with all other trades and Prime Trade Contractors and Contractor under separate contract with the University.

32. Prior to performing any concrete demolition, including coring, chipping and saw-cutting, this Prime Trade Contractor shall scan the concrete to verify what is installed in the concrete. Should conduit or any other system be detected, this Prime Trade contractor shall immediately notify the University’s Representative. The Hilti Corporation Ferroscan FS 10 system or equal shall be utilized to perform this scanning.
33. Internal combustion engines (gasoline, diesel, propane, etc.) are prohibited from being operated indoors.

34. Bidders shall provide any required fuel, oil and other consumables required for their equipment.

35. Eating within the building will not be allowed. University Representative will designate an eating area.

36. Bidders to include all costs for drinking water and ice required by their own forces.

37. Bidders shall exclude all temporary restroom and hand washing facilities except for the General Contractor Prime Trade Contractor who will provide these facilities as listed above in Section 2.

38. Bidders shall include all required material hoisting methods for their scope of work. This shall include but not be limited to any Grad-All or similar lifts, forklifts, JLG’s etc.

39. Bidders shall include all costs in their bid for installation, maintenance and removal of secondary containment of fuel drums or other similar items as required by all applicable codes. Comply with project SWPPP requirements.

40. Daily cleanup is essential to a safe job site. It will be the responsibility of each individual Prime Trade Contractor to keep the project clear and clean on a daily basis and to remove debris from the site in a timely fashion. Site access is limited there is no space available for the placement of debris boxes. Costs for clean-up, hoisting, scaffolding, and protection of installed work and adjacent surfaces are to be included in the base bid.

41. Bidders shall exclude all dumpsters for their scope of work except for the General Contractor Prime Trade Contractor who will provide these facilities as listed above in Section 2.

42. The bidders shall include all costs to secure their materials or equipment that is stolen or damaged at no additional cost to the University.

43. Refer to Division 01550 for detailed information on parking and access.

44. Refer to the Site Logistics Plan shown in Division 01110. Storage onsite is not an option as the site is very limited. Material and equipment deliveries shall be Just in Time Delivery Method. All major deliveries need to be coordinated and scheduled with the Owner's Representative, 24 hours in advance.

45. Bidder shall include premium time for off-hours work where indicated in the bid documents including but not limited to drawings, specifications, and exhibits (e.g. P-110 Sheet Note 6).
PART 3 – EXCLUSIONS

3.01 THIS SITE CONSTRUCTION PACKAGE SCOPE OF WORK IS TO EXCLUDE THE FOLLOWING:

1. Concrete & Reinforcing
2. Abatement of Hazardous Material
3. Pre-engineered cross over stairs and platform
4. Fireproofing, except patching if removed by this trade
5. Paint
6. Blocking & Backing
7. Access Door Installation
8. Roofing & Cant Strips
9. Drywall & Plaster
10. Testing and Balancing
11. Line Voltage
12. Fire Alarm
13. Security
14. Furnishing of Duct Smoke Detectors
15. 3rd Party Medical Gas Certifier

PART 4 – ALTERNATES – Not Used

END OF SECTION
BID FORM

FOR: PROJECT NO. 9559040
HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE

PROJECT NO. M030667
HOSPITAL SEISMIC UPGRADE, INCREMENT 4 – DECOMMISSION NORTH/SOUTH WING

BP-03 – MECHANICAL & PLUMBING AND DESIGN, ENGINEERING AND INSTALLATION OF SEISMIC BRACING

UNIVERSITY OF CALIFORNIA
DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

BID TO: Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Telephone: 916-734-7024

BID FROM: ________________
(Name of Bidder)

__________________________
(Address)

__________________________
(City) __________ (State) __________ (Zip Code)

__________________________
(Telephone Number) __________ (Fax Number) __________ (Email Address)

__________________________
(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 sixty (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 seven hundred and fifty six (756) 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

BP-03 – MECHANICAL & PLUMBING AND DESIGN, ENGINEERING AND INSTALLATION OF SEISMIC BRACING

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade

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(Make figures in appropriate boxes)

M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

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(Make 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

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.

$\hspace{1cm}

(Make figures in appropriate boxes) \times 120 \hspace{1cm} \text{(multiplier)}

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

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

9559040 & M030667
BP-03 – MECHANICAL & PLUMBING AND DESIGN, ENGINEERING AND INSTALLATION OF SEISMIC BRACING
Bid Form
April 12, 2019
MPT:BF
8.0 ALTERNATES – Not Used

9.0 LIST OF SUBCONTRACTORS - 9559040, HOSPITAL SEISMIC UPGRADE, INCREMENT 3, STAIR TOWER & CORRIDOR UPGRADE

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, specifically 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 ½ of 1% 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.

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(Note: Add additional pages if required.)

LIST OF SUBCONTRACTORS - M030667, HOSPITAL SEISMIC UPGRADE, INCREMENT 4, DECOMMISSION NORTH/SOUTH WING

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, specifically 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 ½ of 1% 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.

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(Note: Add additional pages if required.)

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES – Not Used
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.)

DEPARTMENT OF INDUSTRIAL RELATIONS:

(Registration No.) _____________________________ (Expiration Date) _____________________________

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)

2. Qualification Questionnaire

13.0 DECLARATION

I, _____________________________ (Printed Name) _____________________________ (Title)

of _____________________________ (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 ______________________.

______________________________________________ (Signature)

[End]
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____________________________________________, as Principal, and
_________________________________________________________________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

9559040 – HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE
M030667 - HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING
BP-03 – MECHANICAL & PLUMBING AND DESIGN, ENGINEERING AND INSTALLATION OF SEISMIC BRACING

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

(1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
(2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
(3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

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.
CONTRACTOR QUALIFICATION DOCUMENTS

FOR

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

BP-03 – MECHANICAL & PLUMBING AND DESIGN, ENGINEERING AND INSTALLATION OF SEISMIC BRACING

FACILITIES DESIGN AND CONSTRUCTION
FACILITIES PLANNING AND DEVELOPMENT DIVISION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER

NOVEMBER 2018
CONTRACTOR QUALIFICATION QUESTIONNAIRE
FOR
9559040 – Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667 – Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing
BP-03 – Mechanical & Plumbing and Design, Engineering and Installation of Seismic Bracing
FACILITIES DESIGN AND CONSTRUCTION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

Each prospective bidder must have the appropriate contractor's license required by the State of California, must be registered with the Department of Industrial Relations (DIR), and must complete and submit all portions of this Qualification Questionnaire.

Each prospective bidder must answer all applicable questions and provide all requested information. Any prospective bidder failing to do so may, at the sole discretion of the University of California, be deemed to be not responsive and not responsible with respect to this qualification, and its bid rejected.

The undersigned declares under penalty of perjury that the qualification information submitted with this form is correct, complete and not misleading and that this declaration was executed

in ______________________________ County, California, on ______________________________

(Bidder Name)

(Name and Title of Bidder's Contact Person for Questions)

(Address)

(City, State, Zip Code)

(Telephone Number) (Fax Number) (Email Address)

(Signature)

(Typed Name and Title)

NOTICE

ANY BIDDER WHO FAILS TO MEET THE CRITERIA LISTED IN THIS QUALIFICATION QUESTIONNAIRE WILL NOT BE CONSIDERED QUALIFIED AND WILL BE DEEMED AS NOT RESPONSIVE WITH RESPECT TO THIS QUALIFICATION, AND ITS BID REJECTED.

All information submitted in response to this Qualification Questionnaire will be considered official information acquired in confidence, and the University of California will maintain its confidentiality to the extent permitted by law. Any prospective bidder found not qualified will receive written notice of bid rejection from the University. A prospective bidder found not qualified may file a Bid protest (limited to the rejection) within three (3) business days of receipt of the University's written rejection. Refer to Article 7 of the Instructions to Bidders for direction on how to proceed. Failure to file such a protest within the three-day period is a waiver of the right to challenge the rejection.

Each prospective bidder must submit all requested information on these forms only. Attachments are not allowed.
IN ALL INSTANCES IN THIS FORM, "QUALIFYING PROJECT" MEANS A PROJECT WHICH MUST MEET ALL OF THE FOLLOWING:

1. Project work took place in a fully operational California hospital, defined as a licensed OSHPD Type 1, multi-story facility, operating 24 hours/7 days a week, providing patient care.

2. Project was completed within the last ten (10) years, and accepted as complete prior to June 1, 2018.

3. Your firm's construction contract cost was at least $2,000,000 as awarded (excluding change orders).

I. LICENSE

A. Does your firm hold the following California Contractors license, which is current, active and in good standing with the California Contractors State License Board for work you propose to bid?

License Classification: HVAC and Plumbing

License Code: C20 and C36

YES: ☐ NO: ☐

If yes, provide the following information about your firm's contractor's license:

1. Name of license holder exactly as on file with the California Contractors State License Board:

2. License number:

3. Date issued: (4) Expiration date:

B. List other active Contractor License(s) held by your firm:

C. Can you truthfully state that your firm's contractor's license(s) listed above has not been suspended or revoked for any reason related to performance of work as a contractor by the California Contractors State License Board within the last ten (10) years?

YES: ☐ NO: ☐

D. Is your firm registered with the Department of Industrial Relations (DIR)?

YES: ☐ NO: ☐

Registration No.:

II. QUALIFYING PROJECT EXPERIENCE

A. Has your firm successfully completed at least one (1) qualifying project in the past ten (10) years? Refer to top of page for the definition of "qualifying project".

YES: ☐ NO: ☐

IF YES, PROVIDE THE FOLLOWING INFORMATION FOR SUCH PROJECT(S) ON THE FOLLOWING QUALIFYING PROJECT DATA FORM PAGES ONLY (ATTACHMENTS ARE NOT ALLOWED):
PROJECT #1 DATA SHEET

If Qualification is for a Joint Venture, the project listed must have been completed by the prospective joint venture bidder with an appropriate joint venture license and not completed only by one of the partners.

1. Project Name: ______

2. Project Location (full address): ______
   City: ______  State: ______  Zip: ______
   Was work done in a hospital or licensed outpatient clinic? ______

3. Project Description (be specific):
   ______

4. Description of Work performed (be specific)
   ______

5. Class of Infection Control Risk Assessment: ______

6. Describe ICRA containment procedures and protocols used throughout the project and who was responsible for maintaining daily requirements: ______

7. Did the project work include construction performed concurrently on another floor where the work area was occupied?
   Yes: [ ]  No: [ ]

8. Did the project include requirements for interim life safety measure protocols (ILSM)?
   Yes: [ ]  No: [ ]

9. Did the project have a full-time Superintendent present in the above described settings during ALL construction activities – days, evenings, swing-shift, weekends?
   Yes: [ ]  No: [ ]

10. Was your firm responsible to pre-coordinate, schedule, and submit formal utility shutdowns and tie-ins, ILSMs, Inspection Requests and coordinate ongoing Inspections?
    Yes: [ ]  No: [ ]

11. Work Completed As:
    [ ] Contractor  [ ] Subcontractor

    a. Owner Name:
    ____________________________

    b. Owner Address:
    ____________________________

    c. Owner Telephone Number:
    ____________________________

    d. Owner Contact Person's Name:
    ____________________________

    e. Owner Contact Email Address:
    ____________________________

12. Date Notice of Completion filed for qualifying project:
    ____________________________

13. Original Construction Contract Award amount as awarded (without Change Orders):
    $ ____________________________

14. Final Construction Contract Amount:
    $ ____________________________
15. Original Contract Time (calendar days):

16. Final Contract Time (calendar days):

17. Number of Days Liquidated Damages Assessed (calendar days):

18. Name of your Project Manager:

19. Name of your Superintendent:

[THIS SPACE INTENTIONALLY LEFT BLANK]
III. **Staff Experience**

A. Is your firm willing to commit to assigning to the position of full-time Project Manager and full-time Superintendent, so long as the candidate remains in your employ, the candidate identified in Paragraphs B & C below?

YES: □ NO: □

IV. **Management Plan**

A. Does your firm have a written project management plan that you will commit to using for this project?

YES: □ NO: □

V. **Quality Assurance/Quality Control (QA/QC)**

A. Does your firm have a written Quality Assurance/Quality Control program that you will commit to using for this project?

YES: □ NO: □

VI. **Prior Disqualification**

A. Has your firm been formally disqualified from performing work for any public entity for poor performance or alleged fraud within the last ten (10) years?

YES: □ NO: □

VII. **Claims History**

A. Has your firm had four (4) or more unsuccessful claims within the last ten (10) years?

As used in the preceding sentence, an unsuccessful claim means:

(a) a claim in excess of $50,000 filed against Contractor, its surety, subcontractor, supplier and/or manufacturer by Owner for damages, defects, breach of contract, breach of warranty, poor workmanship, incomplete performance or delays which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision with the result that Contractor, its surety, insurer, subcontractor, supplier and/or manufacturer was required to make payment (payments include amounts deducted from back-charged or credited against Contractor’s Contract and are calculated by adding together the total amounts paid by Contractor, sureties, insurers, subcontractors, suppliers and manufacturers) to Owner in an amount equal to or exceeding eighty percent of the amount claimed, or

(b) a claim in excess of $50,000 filed against an Owner by Contractor, its surety, insurer or subcontractor, excluding claims to the extent such claims seek enforcement of a stop notice against Contractor’s undisputed Contract Balance, which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision with the result that the total amount received by Contractor, its surety, insurer and subcontractor did not equal or exceed twenty percent of the amount claimed.

References to subcontractors, suppliers and manufacturers in paragraphs (a) and (b) above include all tiers, whether or not the subcontractor, supplier or manufacturer has a contract directly with the Contractor.

YES: □ NO: □
VIII. SAFETY

A. Does your firm have a written safety program that you will commit to using for this project?

   YES: ☐     NO: ☐

B. Do you conduct and document project safety inspections?

   YES: ☐     NO: ☐

   If yes, who conducts and documents the inspection (Name and Title): ______

   How often? Weekly ☐   Biweekly ☐   Monthly ☐

D. Name of Company Safety Director: ______

   Safety Director will report directly to (Name and Title): ______

IX. COMPLETED QUESTIONNAIRE

A. Have you answered all questions and provided all information required in this QUALIFICATION QUESTIONNAIRE?

   YES: ☐     NO: ☐

B. Have you signed the Declaration on the front page of this QUALIFICATION QUESTIONNAIRE?

   YES: ☐     NO: ☐

[End Qualification Questionnaire]

SCOPE OF WORK
BID FORM
BID BOND
QUALIFICATION QUESTIONNAIRE
PART 1 – GENERAL

The UC Davis Health Increment 3 East Wing Upgrades and Increment 4 Decommission North/South Wing project.

A. Increment 3 East Wing Upgrades: Reconfigure the East Wing exiting and infrastructure in preparation for (Increment 4) De-commissioning of the North/South Wing. Work will include new exit stair tower, upgrades to the existing exit corridor system, upgrading bathrooms to ADA standards, rerouting plumbing, mechanical and electrical systems.

B. Increment 4 North/South Wing Decommissioning: Decommission the North/South Wing including severing all utilities except as required by the code and providing barriers to restrict all access into the North/South Wing. Work will include rerouting remaining plumbing, mechanical and electrical systems to isolate the North/South Tower infrastructure from the East Tower, construction of all physical barriers to bar all physical access to the North/South Tower and to ready the structure for demolition (Phase 5).

C. The East Wing and North/South Tower will be occupied during construction so existing fire/life safety systems and public egress must be maintained while project is ongoing.

1.01 REQUIREMENTS INCLUDE:

A. This Prime Trade Contract Package shall include and conform to the work as defined in the Contract Documents and as further defined below. Work shall be done per plans and specifications as prepared by Lionakis, this Scope of Work, the Contract, General Conditions, Supplementary Conditions, General Requirements, the Preliminary Project Schedule and other related Documents.

1. This Prime Trade Contract Package includes all SCOPE as shown on the contract documents and as further defined in this Scope of Work.

2. Bidders shall visit and inspect the site of the proposed work and shall become familiar with all of the conditions and schedule requirements surrounding the construction of the proposed project.

3. This Prime Trade Contract Package shall furnish all labor, materials, tools, equipment, machinery, equipment rental, hoisting of materials, transportation, supervision, bonds, taxes, insurance, engineering and other items necessary to perform all work.

4. All work performed by the Prime Trade Contract Package shall be installed and coordinated with all other Prime Trade Contractors and the work of separate contractors performing work for the Project.

5. Bidders are responsible for thoroughly reviewing the existing conditions of the project and shall be responsible for being familiar with the existing, in place, structures, utilities, referenced adjacent utilities whether touched by this scope of work or not, and the general surroundings of the site as they relate to this Scope of Work.

B. Contract Schedule
1. The University's Representative has developed an overall Preliminary Project Schedule indicating construction sequences for the Project and showing general timing for the Work of this Prime Trade Contractor. The University's Representative will provide milestone dates taken from the Preliminary Master Construction Schedule for the Contractor's information and guidance only. See Specification Section 013200 for development of the Prime Trade Preliminary Project Schedule.

2. It may be required that the work be performed in several areas of the project simultaneously in order to achieve the overall project scheduled completion. As each area becomes available, the Prime Trade Contractor will be required to work in those respective areas with additional crews if deemed necessary by the University's Representative to meet any activity within the contract schedule, to avoid potential delays to other Prime Trade Contractors, and to avoid a reduction of manpower in other areas already under construction.

C. This Prime Trade Contract Package includes any out-of-sequence and come-back work ordered by the University's Representative, or is required to meet any activity within the Preliminary Project Schedule.

PART 2 – REQUIREMENTS

2.01 SPECIFIC REQUIREMENTS INCLUDE:

A. The following Specific Requirements are intended to clarify and/or amplify the requirements of this Prime Trade Contract and do not necessarily describe the full extent of the contract work. This Prime Trade Contract includes all work indicated or reasonably inferred by the Contract Documents and as required to provide complete, functional and operational systems and subsystems. Specific references to drawings, details, specifications, etc., are included to illustrate the type of work and highlight certain portions of the work only and do not address all of the work involved. Bidders must review all of the Bid Documents and visit the site to determine the full extent of the Work.

B. This Prime Trade Contract Package completely includes all work contained in the following specification sections with all referenced specification sections, unless specifically noted otherwise in this Scope of Work:

ALL DIVISION 01 SPECIFICATIONS
ALL DIVISION 02 SPECIFICATIONS
26 00 10 – ELECTRICAL GENERAL REQUIREMENTS
26 05 00 – BASIC ELECTRICAL MATERIALS AND METHODS
26 05 10 – ELECTRICAL EQUIPMENT ACCEPTANCE TESTING
26 05 13 – MEDIUM VOLTAGE CABLE
26 05 13.1 – MEDIUM VOLTAGE CABLE TERMINATIONS, SPLICES AND ACCESSORIES
26 05 19 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
26 05 34 – PULLBOXES AND JUNCTION BOXES
26 05 43 – UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
26 05 48 – SEISMIC CONTROL – OSHPD
26 05 53 – IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 60 – ELECTRICAL DEMOLITION
26 05 74 – ARC-FLASH LABELS
26 09 00 – CONTROLS AND INSTRUMENTATION
26 09 23 – LIGHTING CONTROL DEVICES
26 12 19 – PADMOUNTED MEDIUM-VOLTAGE TRANSFORMERS
26 22 00 – LOW-VOLTAGE TRANSFORMERS
26 24 16 – PANELBOARDS
26 27 29 – WIRES DEVICES
26 28 13 – FUSES – 600 VOLTS
26 28 16 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS
26 50 00 – LIGHTING FIXTURES
26 51 10.01 - LIGHTING FIXTURES
26 61 00 – LIGHTING CONTROL SYSTEMS
27 05 28 – PATHWAYS FOR COMMUNICATIONS SYSTEMS
27 13 13 – COMMUNICATIONS COPPER BACKBONE CABLES
28 05 13 – CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY
28 05 28 – PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY
28 30 00 – ACCESS CONTROL
28 31 11 – FIRE ALARM SYSTEM

Related:

ALL DIVISION 01 SPECIFICATIONS
ALL DIVISION 02 SPECIFICATIONS
07 84 00 – FIRESTOPPING
07 92 00 – CAULKING AND SEALANTS
08 11 00 – HOLLOW METAL DOORS AND FRAMES
08 17 13 – INTEGRATED DOOR ASSEMBLIES
08 31 00 – ACCESS DOORS
08 34 76 – ELEVATOR DOOR SMOKE CONTAINMENT SYSTEM
08 71 00 – FINISH HARDWARE
09 22 26.23 – METAL SUSPENSION SYSTEMS
09 51 13 – ACOUSTICAL TILE CEILINGS
09 91 00 – PAINTING
DIVISIONS 21, 22, AND 23 SPECIFICATIONS

C. This Prime Trade Contract Package also includes the General Conditions, Supplementary Conditions, Division 1 General Requirements, drawings, any addenda or changes to the construction documents, all specification sections required for the performance of this Scope of Work.

D. This Prime Trade Contract Package shall include but not be limited to the following. The following consists of additions to the Contract Documents, highlighted items, and specific items required which may or may not be shown or called out on the drawings or specifications. It is not the complete definition of work.

Note: the term "Provide" means to "Furnish and Install"

1. Review Reference Drawings. These drawings have been provided to assist this Prime Trade Contractor in the development of its bid. The intent of these drawings is to show the general nature of the existing conditions. These drawings may not necessarily accurately depict the existing conditions. Verify the existing conditions prior to the start of the any work of this Prime Trade Contractor.

3. Provide all sawcutting, shown or not shown, as required to complete the work of this Prime Trade Contractor.

4. Provide all lay out and staking by a land surveyor to complete the work of this Prime Trade Contractor.

5. Provide maintaining and restoring all original staking as required to complete the work of this Prime Trade Contractor.

6. Obtain approval from the Owner and all local jurisdictions for all haul routes to and from the project site. Include any and all required permitting and fees.

7. Subcontractor to coordinate with Metal Stud Framing Trade Contractor where additional framing support, backing, access doors, and/or openings are required.

8. Provide complete Electrical, Low Voltage, and Fire Alarm systems in accordance with the Contract Documents. Includes Fireman Phone and Notifier Fire Alarm and smoke control systems.

9. Provide infrastructure only (conduit and boxes) for University provided systems as stipulated in Specification Section 26 00 10, 2.1, E.

10. Provide underground Pull Box at Basement, as shown on E-110, including but not limited to; layout, neat sawcut and remove concrete, cut and cap, demo and remove existing ductbank and conduits. Backfill and concrete patching by Concrete PTC.

11. Includes excavation, trenching, shoring, backfill, landscaping replacement, etc. required to complete the work of this Prime Trade Contractor.

12. Includes all painting, patching, welding, carpentry, and concrete work required to complete the work of this Prime Trade Contractor and as stipulated in the Contract Documents. Includes plywood backboards, concrete pads, etc.

13. Includes electrical safe-off of existing electrified equipment scheduled for removal and/or demolition (e.g. Increment 3, sheet E-119, sheet note #7). Demolition and removal of electrical and low voltage items (raceways, conduits, wiring, etc.) shall be by the Electrical Contractor. Demolition and removal of non-electrical items (e.g. HVAC equipment, dumbwaiter equipment, etc.) shall be by Others.

14. Provide enclosures, cabinets, panels, raceways, wiring, power, etc. in accordance with the Contract Documents. If/Where non-metallic enclosures are provided, include radio-frequency resistant paint in accordance with the Contract Documents.

15. Security devices (including cameras) and cabling to be removed and terminated to nearest accessible ceiling outside of Inc 4 area. Nurse call devices (including distributed antenna systems such as patient monitoring) and cabling to be removed and terminated to nearest accessible ceiling outside of Inc 4 area. All fiber and communications terminated in Inc 4 scope are to be removed back to nearest IDF/MDF closet.

16. Includes connection to duct smoke detectors, smoke guards, ejector pump control panel, Division 23 motors and controllers, etc. as required per the Contract Documents. Includes installation and connection of all Division 23 relays, remote starters, etc. Includes furnishing duct smoke detectors. Cost for added Fire alarm system devices and programming to be included.
17. Duct smoke detectors shall be installed by others. Smoke guards, ejector pump control panel shall be furnished and installed by Others. Control wiring for Division 23 systems shall be by Others.

18. Enclosures, raceways, wiring, and power crossing seismic and/or expansion joints shall be in compliance with the Contract Documents (e.g. detail 7/E-801).

19. Includes Handhold and Pull-Box Prototype Testing as stipulated.

20. Includes hot dipped galvanizing or rust inhibitor as required.

21. Provide complete fire rated wall penetrations for own system (including escutcheons) in accordance with the Contract Documents.

22. Provide hanger wires, safety wires, and lateral/seismic supports for light fixtures (e.g. detail 9/E-801, detail 10/E-801, detail 11/E-801, etc.). T-Bar support wires (e.g. at each corner of light fixtures as depicted in detail 10/E-801) shall be by ACT Trade Contractor.

23. Furnish all access panels required for own work (e.g. detail 7/E-801). Include layout of access panels. Installation of access panels by Metal Stud Framing Trade Contractor.

24. Electrified door hardware (mortise locks, transfer hinges, magnetic contact switches, etc.) shall be furnished and install by Door Trade Contractor. Electrical Trade Contractor to provide power/electrical connection to hinge and relay/contact.

E. Special Considerations to be adhered to by this Prime Trade Contractor are as follows:

1. There may be other University construction projects in the area, which will require coordination to minimize conflicts.

2. The cutting of structural members will not be permitted.

3. Provide gasoline and/or diesel powered welding, cutting or erection equipment. 120v power will be available for hand tools only. Provide any Air Permits required by CARB or SMAQMD for the work of this Prime Trade Contractor.

4. Include replacement of any safety protection that you move for your operations.

5. Conform to all regulatory agencies and requirements applicable to this project which includes, but is not limited to, the FAA, OSHA, and CAL OSHA and CALTRANS and all other requirements of safety and hazardous material procedures throughout the execution of this contract. When hoisting materials, be aware that there is an active and operational helicopter pad on the adjacent campus. FAA and CALTRANS regulations regarding safety must be met and adhered to.
6. This Prime Trade Contract Package shall not encumber the project site as determined by the University’s Representative, with materials or equipment. Storage inside the building is limited and restricted. During the performance of the Work, the Prime Trade Contractor shall keep the project site and surrounding area free from the accumulation of excess materials, waste materials and rubbish caused by this Prime Trade Contractor. This Prime Trade Contractor shall remove and/or relocate all excess materials, waste materials, rubbish, tools, equipment, machinery and surplus materials caused by or for this contract from the project site and surrounding areas when directed by the University’s Representative and at the completion of the Work.

7. Prior to this Prime Trade Contractor beginning any onsite work and/or prior to the arrival of any materials to the project site, this Contractor shall submit to the University’s Representative one copy of the most current safety program being implemented by this Prime Trade Contractor and all Material Safety Data Sheets for all products to be used on site. Throughout the duration of the project a copy of the safety program and Material Safety Data Sheets shall be kept by the Contractor and be accessible to all personnel and other trades. Material Data Sheets are to be kept updated throughout the project.

8. Provide drop cords for tools of this Prime Trade Contract Package. The University will provide temporary electrical service as defined in the specification section 015100 1.04 C1, 2, 3, a., b. Any other power requirements for this Scope of Work shall be provided under this Prime Trade Contract Package.

9. Prior to commencement of any work involving interruptions of existing systems such as corridors, or penetrations through rated partitions, this Prime Trade Contractor shall develop detailed work plans indicating the sequence of operations and activities for these operations. The work plans shall indicate time frames and dates for work required before, during and after interruption of existing services. The work plans shall indicate the total number of hours anticipated for interruptions. The work plan shall include detailed drawings of systems indicating temporary barriers and enclosures to allow the operating systems to remain active or shutdown for the minimal amount of time. Work plans shall be presented to the University’s Representative in accordance with the requirements of Division 1 prior to beginning work.

10. Coordinate the delivery dates of materials with the University’s Representative, so that they can be reflected in the contract schedule. Identify any major materials and equipment that will require special access considerations.

11. Each individual working on the project site will be required prior to performing any work on site to attend a mandatory, one time, site safety orientation meeting. Include at least 1 hr per individual.

12. The General Trade Prime Contractor will provide traffic plates as required for equipment/vehicles to access the building slab and project site. It is the responsibility of each prime trade contractor to return the traffic plates at the end of each day when they use them.

13. Prepare and conduct weekly tool box safety meetings. Provide documentation of the items discussed, and attendees of every safety meeting on a weekly basis to the University’s Representative; also include all incident reports and other associated safety documentation required.
14. Use either chalk and lacquer or tape when marking concrete floors. No other type of concrete floor marking will be accepted. If tape is used, include all costs to remove it. Discuss and gain approval for all proposed markings with the Owner's Representative prior to purchasing materials. The rubber flooring being installed will absorb and translate up into the floor tile many types of markings such as paint and markers.

15. Clean up debris to dumpster on a daily basis, or as directed by University's Representative. All packing and crating material must be removed and hauled off daily by the Prime Trade Contractor. This Prime Trade Contractor shall sweep and clean each day its work areas or as deemed necessary by the University's Representative. Transport all debris associated with the Prime Trade Contract package and place debris inside the appropriate dumpster.

16. During all welding, brazing, soldering, grinding and cutting operations provide fire extinguishers, fire watch, ventilation and other measures required to maintain a safe site as required for this Prime Trade Contractor Scope of Work. Provide supplemental mechanical ventilation (smoke hogs, and or negative air machines, fans etc.) to safely remove all smoke, fumes and odors as required to complete this work of this Prime Trade Contract Package.

17. Obtain Hazardous Conditions Permit (hot work) for the work described in item 12 above as and as required by the University Fire Department. Hazardous Condition Permit will be provided at no cost. Obtain permits prior to any welding, cutting or brazing per the requirements of Division 1.

18. Protect existing facilities and the work of other Prime Trade Contractors from damage by work under this contract. This Prime Trade Contractor is responsible for all cost and time impacts resulting from damage to other Prime Trade Contractors' installed work or stored materials.

19. Schedule, coordinate, and perform all field-testing as required for inspections.

20. Provide traffic control, barricades and flagmen as required to complete the work of this Prime Trade Contract Package.

21. Allow for minor refinement of construction details and dimensions during the submittal review process. No change orders will be allowed for minor refinements such as additional detailing, fabrication or installation of these minor modifications required to complete the work of this Prime Trade Contract Package.

22. Protect all work defined in this Prime Trade Contract Package until accepted by the University's Representative.

23. **Fire Stopping:** Each Prime Trade Contractor is responsible for fire stopping any penetrations that their work creates through rated assemblies (floor, wall, and ceiling) regardless of when the penetrating member was installed. Also each trade will be responsible for maintaining penetrations until approved by the inspector. All fire stopping penetrations must comply with approved UL – including bracing assembly.

24. Provide drawings and approved submittals to other Prime Trade Contractors as required for installation and coordination with other trades.

25. Attend and participate in regular and special coordination and progress meetings as required and scheduled by the University's Representative.
26. Provide task lighting as required to complete the work of this Prime Trade Contract Package.

27. Provide and maintain any required scaffolding and/or other means of access as required for performance of this Prime Trade Contract Scope of Work.

28. Warranties shall commence upon project “final completion”.

29. Provide shop drawings, manufacturer’s data and samples.

30. This Prime Trade Contractor shall provide all testing and certification as defined in the contract documents.

31. This Prime Trade Contract Package shall provide their own layout from control points provided by General Trade Package Contract, with the exception of the Site Trade Contractor. Coordinate layout with all other trades and Prime Trade Contractors and Contractor under separate contract with the University.

32. Prior to performing any concrete demolition, including coring, chipping and saw-cutting, this Prime Trade Contractor shall scan the concrete to verify what is installed in the concrete. Should conduit or any other system be detected, this Prime Trade contractor shall immediately notify the University’s Representative. The Hilti Corporation Ferroscan FS 10 system or equal shall be utilized to perform this scanning.

33. Internal combustion engines (gasoline, diesel, propane, etc.) are prohibited from being operated indoors.

34. Bidders shall provide any required fuel, oil and other consumables required for their equipment.

35. Eating within the building will not be allowed. University Representative will designate an eating area.

36. Bidders to include all costs for drinking water and ice required by their own forces.

37. Bidders shall exclude all temporary restroom and hand washing facilities except for the General Contractor Prime Trade Contractor who will provide these facilities as listed above in Section 2.

38. Bidders shall include all required material hoisting methods for their scope of work. This shall include but not be limited to any Grad-All or similar lifts, forklifts, JLG’s etc.

39. Bidders shall include all costs in their bid for installation, maintenance and removal of secondary containment of fuel drums or other similar items as required by all applicable codes. Comply with project SWPPP requirements.

40. Daily clean up is essential to a safe job site. It will be the responsibility of each individual Prime Trade Contractor to keep the project clear and clean on a daily basis and to remove debris from the site in a timely fashion. Site access is limited there is no space available for the placement of debris boxes. Costs for clean-up, hoisting, scaffolding, and protection of installed work and adjacent surfaces are to be included in the base bid.
41. Bidders to include dumpster for any demolition work within their scope. Bidders shall exclude all dumpsters for their waste associated with NEW installation, the General Works Prime Trade Contractor will provide these facilities.

42. The bidders shall include all costs to secure their materials or equipment that is stolen or damaged at no additional cost to the University.

43. Refer to Division 01550 for detailed information on parking and access.

44. Refer to the Site Logistics Plan shown in Division 01110. Storage onsite is not an option as the site is very limited. Material and equipment deliveries shall be Just in Time Delivery Method. All major deliveries need to be coordinated and scheduled with the Owner’s Representative, 24 hours in advance.

PART 3 – EXCLUSIONS

3.01 THIS SITE CONSTRUCTION PACKAGE SCOPE OF WORK IS TO EXCLUDE THE FOLLOWING:

1. List Allowable Exclusions

PART 4 – ALTERNATES – Not Used

END OF SECTION
BID FORM

FOR:
PROJECT NO. 9559040
HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE

PROJECT NO. M030667
HOSPITAL SEISMIC UPGRADE, INCREMENT 4 – DECOMMISSION NORTH/SOUTH WING

BP-04 – ELECTRICAL, COMMUNICATIONS, SECURITY, FIRE ALARM, AND SEISMIC BRACING – DESIGN AND ENGINEERING AND INSTALLATION

UNIVERSITY OF CALIFORNIA
DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

BID TO:
Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Telephone: 916-734-7024

BID FROM:
(Name of Bidder)

(Address)

(City) , (State) (Zip Code)

(Telephone Number) (Fax Number) (Email Address)

(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 **sixty (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 **seven hundred and fifty six (756)** 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**

**BP-04 – ELECTRICAL, COMMUNICATIONS, SECURITY, FIRE ALARM, AND SEISMIC BRACING – DESIGN AND ENGINEERING AND INSTALLATION**

- **9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade**
  
  $ 
  
  (Place figures in appropriate boxes)

- **M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing**

  $ 
  
  (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**

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.

$ 

(Place figures in appropriate boxes) \times 120 \quad \text{(multiplier)}

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

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

9.0 **LIST OF SUBCONTRACTORS** - 9559040, HOSPITAL SEISMIC UPGRADE, INCREMENT 3, STAIR TOWER & CORRIDOR UPGRADE

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, specifically 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 ¼ of 1% 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.

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<th>PORTION OF THE WORK ACTIVITY (E.G. ELECTRICAL, MECHANICAL, CONCRETE)</th>
<th>SUBCONTRACTOR</th>
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(Note: Add additional pages if required.)

**LIST OF SUBCONTRACTORS** - M030667, HOSPITAL SEISMIC UPGRADE, INCREMENT 4, DECOMMISSION NORTH/SOUTH WING

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, specifically 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 ¼ of 1% 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.

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(Note: Add additional pages if required.)
10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES – Not Used

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)

_________________________________________ (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.)

DEPARTMENT OF INDUSTRIAL RELATIONS:

(Registration No.) ____________________________ (Expiration Date) ____________________________

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)

2. Qualification Questionnaire

13.0 DECLARATION

I, ____________________________ (Printed Name) hereby declare that I am the ____________________________ (Title)

of ____________________________ (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 ____________________________ .

________________________________________ (Name of City if within a City, otherwise Name of County), in the State of ________________________________________, on ____________________________ .

____________________________ (Signature)

[End]
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ______________________, as Principal, and ______________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

9559040 – HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE
M030667 - HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING
BP-04 – ELECTRICAL COMMUNICATIONS, SECURITY, FIRE ALARM, AND SEISMIC BRACING – DESIGN AND ENGINEERING AND INSTALLATION

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

1. Enter into a written agreement, in the prescribed form, in accordance with the Bid.
2. File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
3. Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of __________________________, 20____.

Principal: ____________________________
By: ________________________________
(Name of Firm)
(Signature)
(Printed Name)
Title: ______________________________
Address for Notices: __________________________

Surety: ____________________________
By: ________________________________
(Name of Firm)
(Signature)
(Printed Name)
Title: ______________________________

NOTE: NOTARY ACKNOWLEDGEMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.
CONTRACTOR QUALIFICATION DOCUMENTS

FOR

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

BP-04 – ELECTRICAL, COMMUNICATIONS, SECURITY, FIRE ALARM, AND SEISMIC BRACING – DESIGN, ENGINEERING AND INSTALLATION

FACILITIES DESIGN AND CONSTRUCTION
FACILITIES PLANNING AND DEVELOPMENT DIVISION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER

NOVEMBER 2018
CONTRACTOR QUALIFICATION QUESTIONNAIRE

FOR

9559040 – Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667 – Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing


FACILITIES DESIGN AND CONSTRUCTION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

Each prospective bidder must have the appropriate contractor's license required by the State of California, must be registered with the Department of Industrial Relations (DIR), and must complete and submit all portions of this Qualification Questionnaire.

Each prospective bidder must answer all applicable questions and provide all requested information. Any prospective bidder failing to do so may, at the sole discretion of the University of California, be deemed to be not responsive and not responsible with respect to this qualification, and its bid rejected.

The undersigned declares under penalty of perjury that the qualification information submitted with this form is correct, complete and not misleading and that this declaration was executed in __________________________ County, California, on __________________________

(Bidder Name)

(Name and Title of Bidder’s Contact Person for Questions)

(Address)

(City, State, Zip Code)

(Telephone Number) (Fax Number) (Email Address)

(Signature)

(Typed Name and Title)

NOTICE

ANY BIDDER WHO FAILS TO MEET THE CRITERIA LISTED IN THIS QUALIFICATION QUESTIONNAIRE WILL NOT BE CONSIDERED QUALIFIED AND WILL BE DEEMED AS NOT RESPONSIVE WITH RESPECT TO THIS QUALIFICATION, AND ITS BID REJECTED.

All information submitted in response to this Qualification Questionnaire will be considered official information acquired in confidence, and the University of California will maintain its confidentiality to the extent permitted by law. Any prospective bidder found not qualified will receive written notice of bid rejection from the University. A prospective bidder found not qualified may file a Bid protest (limited to the rejection) within three (3) business days of receipt of the University’s written rejection. Refer to Article 7 of the instructions to Bidders for direction on how to proceed. Failure to file such a protest within the three-day period is a waiver of the right to challenge the rejection.

Each prospective bidder must submit all requested information on these forms only. Attachments are not allowed.
IN ALL INSTANCES IN THIS FORM, "QUALIFYING PROJECT" MEANS A PROJECT WHICH MUST MEET ALL OF THE FOLLOWING:

1. Project work took place in a fully operational California hospital, defined as a licensed OSHPD Type 1, multi-story facility, operating 24 hours/7 days a week, providing patient care.

2. Project was completed within the last ten (10) years, and accepted as complete prior to June 1, 2018.

3. Your firm's construction contract cost was at least $500,000 as awarded (excluding change orders).

I. LICENSE

A. Does your firm hold the following California Contractors license, which is current, active and in good standing with the California Contractors State License Board for work you propose to bid?

License Classification: Low Voltage Systems and Electrical

License Code: C7 and C10

YES: [ ] NO: [ ]

If yes, provide the following information about your firm's contractor's license:

(1) Name of license holder exactly as on file with the California Contractors State License Board: 

(2) License number: 

(3) Date issued: (4) Expiration date: 

B. List other active Contractor License(s) held by your firm: 

C. Can you truthfully state that your firm's contractor's license(s) listed above has not been suspended or revoked for any reason related to performance of work as a contractor by the California Contractors State License Board within the last ten (10) years?

YES: [ ] NO: [ ]

D. Is your firm registered with the Department of Industrial Relations (DIR)?

YES: [ ] NO: [ ]

Registration No.: 

II. QUALIFYING PROJECT EXPERIENCE

A. Has your firm successfully completed at least one (1) qualifying project in the past ten (10) years? Refer to top of page for the definition of "qualifying project".

YES: [ ] NO: [ ]

IF YES, PROVIDE THE FOLLOWING INFORMATION FOR SUCH PROJECT(S) ON THE FOLLOWING QUALIFYING PROJECT DATA FORM PAGES ONLY (ATTACHMENTS ARE NOT ALLOWED):
PROJECT #1 DATA SHEET

If QUALIFICATION IS FOR A JOINT VENTURE, THE PROJECT LISTED MUST HAVE BEEN COMPLETED BY THE PROSPECTIVE JOINT VENTURE BIDDER WITH AN APPROPRIATE JOINT VENTURE LICENSE AND NOT COMPLETED ONLY BY ONE OF THE PARTNERS.

1. Project Name: ______

2. Project Location (full address): ______
   City: ______  State: ______  Zip: ______
   Was work done in a hospital or licensed outpatient clinic? ______

3. Project Description (be specific):
   ______

4. Description of Work performed (be specific)
   ______

5. Class of Infection Control Risk Assessment: ______

6. Describe ICRA containment procedures and protocols used throughout the project and who was responsible for maintaining daily requirements: ______

7. Did the project work include construction performed concurrently on another floor where the work area was occupied?
   Yes: ☐  No: ☐

8. Did the project include requirements for Interim Life Safety Measure protocols (ILSM)?
   Yes: ☐  No: ☐

9. Did the project have a full-time Superintendent present in the above described settings during ALL construction activities – days, evenings, swing-shift, weekends?
   Yes: ☐  No: ☐

10. Was your firm responsible to pre-coordinate, schedule, and submit formal utility shutdowns and tie-ins, ILSMs, Inspection Requests and coordinate ongoing inspections?
    Yes: ☐  No: ☐

11. Work Completed As:
    ☐ Contractor  ☐ Subcontractor
    a. Owner Name:
       ________________________________
    b. Owner Address:
       ________________________________
    c. Owner Telephone Number:
       ________________________________
    d. Owner Contact Person’s Name:
       ________________________________
    e. Owner Contact Email Address:
       ________________________________

12. Date Notice of Completion filed for qualifying project:
    ________________________________

13. Original Construction Contract Award amount as awarded (without Change Orders):
    $ ________________________________

14. Final Construction Contract Amount:
    $ ________________________________
15. Original Contract Time (calendar days):

16. Final Contract Time (calendar days):

17. Number of Days Liquidated Damages Assessed (calendar days):

18. Name of your Project Manager:

19. Name of your Superintendent:

[THIS SPACE INTENTIONALLY LEFT BLANK]
III. STAFF EXPERIENCE

A. Is your firm willing to commit to assigning to the position of full-time Project Manager and full-time Superintendent, so long as the candidate remains in your employ, the candidate identified in Paragraphs B & C below?

YES: ☐ NO: ☐

IV. MANAGEMENT PLAN

A. Does your firm have a written project management plan that you will commit to using for this project?

YES: ☐ NO: ☐

V. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

A. Does your firm have a written Quality Assurance/Quality Control program that you will commit to using for this project?

YES: ☐ NO: ☐

VI. PRIOR DISQUALIFICATION

A. Has your firm been formally disqualified from performing work for any public entity for poor performance or alleged fraud within the last ten (10) years?

YES: ☐ NO: ☐

VII. CLAIMS HISTORY

A. Has your firm had four (4) or more unsuccessful claims within the last ten (10) years?

As used in the preceding sentence, an unsuccessful claim means:

(a) a claim in excess of $50,000 filed against Contractor, its surety, subcontractor, supplier and/or manufacturer by Owner for damages, defects, breach of contract, breach of warranty, poor workmanship, incomplete performance or delays which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision with the result that Contractor, its surety, insurer, subcontractor, supplier and/or manufacturer was required to make payment (payments include amounts deducted from back-charged or credited against Contractor's Contract and are calculated by adding together the total amounts paid by Contractor, sureties, insurers, subcontractors, suppliers and manufacturers) to Owner in an amount equal to or exceeding eighty percent of the amount claimed, OR

(b) a claim in excess of $50,000 filed against an Owner by Contractor, its surety, insurer or subcontractor, excluding claims to the extent such claims seek enforcement of a stop notice against Contractor's undisputed Contract Balance, which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision with the result that the total amount received by Contractor, its surety, insurer and subcontractor did not equal or exceed twenty percent of the amount claimed.

References to subcontractors, suppliers and manufacturers in paragraphs (a) and (b) above include all tiers, whether or not the subcontractor, supplier or manufacturer has a contract directly with the Contractor.

YES: ☐ NO: ☐
VIII. SAFETY

A. Does your firm have a written safety program that you will commit to using for this project?
   YES: □       NO: □

B. Do you conduct and document project safety inspections?
   YES: □       NO: □

     If yes, who conducts and documents the inspection (Name and Title): ______
     How often? Weekly □ Biweekly □ Monthly □

D. Name of Company Safety Director: ______
   Safety Director will report directly to (Name and Title): ______

IX. COMPLETED QUESTIONNAIRE

A. Have you answered all questions and provided all information required in this QUALIFICATION QUESTIONNAIRE?
   YES: □       NO: □

B. Have you signed the Declaration on the front page of this QUALIFICATION QUESTIONNAIRE?
   YES: □       NO: □

[End Qualification Questionnaire]
BP-05: Fire Protection Design, Engineering and Installation

SCOPE OF WORK
BID FORM
BID BOND
QUALIFICATION QUESTIONNAIRE
PART 1 – GENERAL

The UC Davis Health Increment 3 East Wing Upgrades and Increment 4 Decommission North/South Wing project.

A. **Increment 3 East Wing Upgrades**: Reconfigure the East Wing exiting and infrastructure in preparation for (Increment 4) De-commission of the North/South Wing. Work will include new exit stair tower, upgrades to the existing exit corridor system, upgrading bathrooms to ADA standards, rerouting plumbing, mechanical and electrical systems.

B. **Increment 4 North/South Wing Decommissioning**: Decommission the North/South Wing including severing all utilities except as required by the code and providing barriers to restrict all access into the North/South Wing. Work will include rerouting remaining plumbing, mechanical and electrical systems to isolate the North/South Tower infrastructure from the East Tower, construction of all physical barriers to bar all physical access to the North/South Tower and to ready the structure for demolition (Phase 5).

C. **The East Wing and North/South Tower will be occupied during construction, so existing fire/life safety systems and public egress must be maintained while project is ongoing.**

1.01 **REQUIREMENTS INCLUDE:**

A. This Prime Trade Contract Package shall include and conform to the work as defined in the Contract Documents and as further defined below. Work shall be done per plans and specifications as prepared by Lionakis and this Prime Trade Contractor, this Scope of Work, the Contract, General Conditions, Supplementary Conditions, General Requirements, the Preliminary Project Schedule and other related Documents.

1. This Prime Trade Contract Package includes all SCOPE as shown on the contract documents and as further defined in this Scope of Work.

2. Bidders shall visit and inspect the site of the proposed work and shall become familiar with all of the conditions and schedule requirements surrounding the construction of the proposed project.

3. This Prime Trade Contract Package shall furnish all labor, materials, tools, equipment, machinery, equipment rental, hoisting of materials, transportation, supervision, bonds, taxes, insurance, engineering and other items necessary to perform all work.

4. All work performed by the Prime Trade Contract Package shall be installed and coordinated with all other Prime Trade Contractors and the work of separate contractors performing work for the Project.

5. Bidders are responsible for thoroughly reviewing the existing conditions of the project and shall be responsible for being familiar with the existing, in place, structures, utilities, referenced adjacent utilities whether touched by this scope of work or not, and the general surroundings of the site as they relate to this Scope of Work.
B. **Contract Schedule**

1. The University's Representative has developed an overall Preliminary Project Schedule indicating construction sequences for the Project and showing general timing for the Work of this Prime Trade Contractor. The University's Representative will provide milestone dates taken from the Preliminary Master Construction Schedule for the Contractor's information and guidance only. See Specification Section 01320 for development of the Prime Trade Preliminary Project Schedule.

2. It may be required that the work be performed in several areas of the project simultaneously in order to achieve the overall project scheduled completion. As each area becomes available, the Prime Trade Contractor will be required to work in those respective areas with additional crews if deemed necessary by the University's Representative to meet any activity within the contract schedule, to avoid potential delays to other Prime Trade Contractors, and to avoid a reduction of manpower in other areas already under construction.

C. This Prime Trade Contract Package includes any out-of-sequence and come-back work ordered by the University's Representative, or as required to meet any activity within the Preliminary Project Schedule.

**PART 2 – REQUIREMENTS**

**2.01 SPECIFIC REQUIREMENTS INCLUDE:**

A. The following Specific Requirements are intended to clarify and/or amplify the requirements of this Prime Trade Contract and do not necessarily describe the full extent of the contract work. This Prime Trade Contract includes all work indicated or reasonably inferred by the Contract Documents and as required to provide complete, functional and operational systems and subsystems. Specific references to drawings, details, specifications, etc., are included to illustrate the type of work and highlight certain portions of the work only and do not address all of the work involved. Bidders must review all of the Bid Documents and visit the site to determine the full extent of the Work.

B. This Prime Trade Contract Package completely includes all work contained in the following specification sections with all referenced specification sections, unless specifically noted otherwise in this Scope of Work:

**Increments #3 & 4:**
- Division 01 Specifications
- Division 02 Specifications
- 21 13 13 – Fire Protection

**Related:**
- Division 05 Specifications
- 07 81 16 – Cementitious Fireproofing
- 07 84 00 – Firestopping
- 07 92 00 – Caulking and Sealants
- 08 31 00 – Access Doors
- 09 22 16 – Metal Stud System
- 09 22 26.23 – Metal Suspension Systems
- 09 29 16 – Gypsum Board
- 09 51 13 – Acoustical Tile Ceilings
- 09 91 00 – Painting
- Division 22 Specifications

01 00 50-2
SCOPE OF WORK
November 6, 2018
MPT:
Division 23 Specifications
Division 28 Specifications
Division 27 Specifications
Division 28 Specifications

C. This Prime Trade Contract Package also includes the General Conditions, Supplementary Conditions, Division 1 General Requirements, drawings, any addenda or changes to the construction documents, all specification sections required for the performance of this Scope of Work.

D. This Prime Trade Contract Package shall include but not be limited to the following. The following consists of additions to the Contract Documents, highlighted items, and specific items required which may or may not be shown or called out on the drawings or specifications. It is not the complete definition of work.

FIRE PROTECTION

1. Provide a code-compliant Design-Build Fire Protection System submitted to OSHPD for Deferred Approval. Design and bid includes, but is not limited to, Standpipes, Drains, Hose Valves, FDCs and Sprinklers as represented in the drawings and specifications. Engineer shall confirm Occupancy Hazard Classification prior to commencing design.

2. Review Reference Drawings. These drawings have been provided to assist this Prime Trade Contractor in the development of its bid. The intent of these drawings is to show the general nature of the existing conditions. These drawings may not necessarily accurately depict the existing conditions. Verify the existing conditions prior to the start of the any work of this Prime Trade Contractor.

3. Coordinate Prime Trade Contractor’s general requirements with the General Works Prime Trade Contractor labor and material items scope of work.

4. Provide all sawcutting, shown or not shown, as required to complete the work of this Prime Trade Contractor.

5. Obtain approval from the Owner and all local jurisdictions for all haul routes to and from the project site. Include any and all required traffic control permitting and fees.

6. Prime Trade Contractor to provide all miscellaneous framing, support, backing, and/or openings that are not shown but required to complete this work. Prime Trade Contractor to coordinate all other framing, support, backing, and/or openings with Division 9 metal stud framing and Division 5 miscellaneous metals Prime Trade Contractors. Provide layout of framed openings and pipes.

7. Provide complete sound-rated wall penetrations or assemblies for own system in accordance with the Contract Documents (See Special Consideration #23 for Firestopping).

8. Furnish all access panels required for own work. Include coordinated layout of access panels to provide a clear path to service Mechanical Equipment. Installation of access panels by Division 9 metal stud framing Prime Trade Contractor.

10. Provide all cartage for material demolition and deliveries to/from the work areas.

11. Provide all debris boxes, dumpsters, and off haul for your own demolition work. General debris dumpsters to be provided by others during new construction phases.

12. Provide fire protection demolition as shown on Plumbing Drawings. Prime Trade Contractor to notify University Representative regarding any conflicts with Architectural Drawings, prior to demolition of the respective work.

13. Provide all anchorage as required for this scope of work.

14. Trade licensed for each respective utility shall safe-off all equipment scheduled for demolition. All drain-down, purging, refrigerant recovery, electrical of owner-salvaged equipment also to be performed by the licensed trade. After safe-off, the remaining dismantling, cutting, removal, hoisting, and haul-off of equipment shall be performed by Division 2 Demolition Prime Trade Contractor. Demolition and off-haul of ancillary materials (piping, conduit, hangers, etc.) is the responsibility of this Prime Trade Contractor.

15. To facilitate the sequence of construction described on sheet M-114, Prime Trade Contractor to drain-down and/or refill required equipment/systems as necessary.

16. Where connections or disruptions are made to existing systems, reactivate, refill and recharge all components and restore systems to the same operating conditions prior to the time of disruption.

17. Prime Trade Contractor to be aware of the potential for hazardous material. If such material is encountered, follow all safety regulations and notify University Representative immediately.

18. Provide layout for housekeeping pads. Concrete by others.

19. Existing fireproofing will be abated as needed and replaced by others prior to any work in each work area. Prime Trade Contractor shall repair/patch fireproofing if removed or damaged as a result of performing own work.

20. Coordinate the use of concrete anchors with structural drawings & specifications.

21. Provide negative air machines and dust mitigation for work performed in sensitive areas.

22. Provide seismic bracing and engineering per Deferred Approvals on G-001 Note 5 and PG001.

23. Maintain standpipe clearance shown in detail 16/A-501. Coordinate with Division 5 miscellaneous metals Prime Trade Contractor for any openings or specific annular clearances required at or through prefabricated stair landings.

24. Provide Fire Sprinkler Test Drain per details 8,9&10/P-501. Connect to Ball Valve provided by Division 22 per detail 9/P-501. Coordinate locations & connections with Division 22. Coordinate flow with Division 22. for proper sizing of floor sink/drain.

25. Per Note #9 on PD110, facilitate maintaining active fire sprinkler piping during Increment #3 & 4 construction phases.

26. Coordinate any additional or relocated fire protection devices requiring connection to fire alarm with Division 28 (Fire Alarm Prime Trade Contractor). All existing or new fire alarm connections by Division 28.
27. Fire Protection Prime Trade Contractor shall include in their bid an allowance of $10,000 for incidental repositioning of sprinkler heads as required by G-001 General Note 10. Provide unit price per head (see bid form).

E. **Special Considerations** to be adhered to by this Prime Trade Contractor are as follows:

1. There may be other University construction projects in the area, which will require coordination to minimize conflicts.

2. The cutting of structural members will not be permitted.

3. Provide gasoline- and/or diesel-powered welding, cutting or erection equipment. 120v power will be available for hand tools only. Provide any Air Permits required by CARB or SMAQMD for the work of this Prime Trade Contractor.

4. Include replacement of any safety protection that you move for your operations.

5. Conform to all regulatory agencies and requirements applicable to this project which includes, but is not limited to, the FAA, OSHA, and CAL OSHA and CALTRANS and all other requirements of safety and hazardous material procedures throughout the execution of this contract. When hoisting materials, be aware that there is an active and operational helicopter pad on the adjacent campus. FAA and CALTRANS regulations regarding safety must be met and adhered to.

6. This Prime Trade Contract Package shall not encumber the project site as determined by the University's Representative, with materials or equipment. Storage inside the building is limited and restricted. During the performance of the Work, the Prime Trade Contractor shall keep the project site and surrounding area free from the accumulation of excess materials, waste materials and rubbish caused by this Prime Trade Contractor. This Prime Trade Contractor shall remove and/or relocate all excess materials, waste materials, rubbish, tools, equipment, machinery and surplus materials caused by or for this contract from the project site and surrounding areas when directed by the University's Representative and at the completion of the Work.

7. Prior to this Prime Trade Contractor beginning any onsite work and/or prior to the arrival of any materials to the project site, this Contractor shall submit to the University's Representative one copy of the most current safety program being implemented by this Prime Trade Contractor and all Material Safety Data Sheets for all products to be used on site. Throughout the duration of the project a copy of the safety program and Material Safety Data Sheets shall be kept by the Contractor and be accessible to all personnel and other trades. Material Data Sheets are to be kept updated throughout the project.

8. Provide drop cords for tools of this Prime Trade Contract Package. The University will provide temporary electrical service as defined in the specification section 01510 1.04 C1, 2, 3, a., b. Any other power requirements for this Scope of Work shall be provided under this Prime Trade Contract Package.
9. Prior to commencement of any work involving interruptions of existing systems such as corridors, or penetrations through rated partitions, this Prime Trade Contractor shall develop detailed work plans indicating the sequence of operations and activities for these operations. The work plans shall indicate time frames and dates for work required before, during and after interruption of existing services. The work plans shall indicate the total number of hours anticipated for interruptions. The work plan shall include detailed drawings of systems indicating temporary barriers and enclosures to allow the operating systems to remain active or shutdown for the minimal amount of time. Work plans shall be presented to the University’s Representative in accordance with the requirements of Division 1 prior to beginning work.

10. Coordinate the delivery dates of materials with the University’s Representative, so that they can be reflected in the contract schedule. Identify any major materials and equipment that will require special access considerations.

11. Each individual working on the project site will be required prior to performing any work on site to attend a mandatory, one time, site safety orientation meeting. Include at least 1 hr per individual.

12. The General Works Prime Trade Contractor will provide traffic plates as required for equipment/vehicles to access the building slab and project site. It is the responsibility of each Prime Trade Contractor to return the traffic plates at the end of each day when they use them.

13. Prepare and conduct weekly tool box safety meetings. Provide documentation of the items discussed, and attendees of every safety meeting on a weekly basis to the University’s Representative; also include all incident reports and other associated safety documentation required.

14. Use either chalk and lacquer or tape when marking concrete floors. No other type of concrete floor marking will be accepted. If tape is used, include all costs to remove it. Discuss and gain approval for all proposed markings with the Owner’s Representative prior to purchasing materials. The rubber flooring being installed will absorb and translate up into the floor tile many types of markings such as paint and markers.

15. Clean up debris to dumpster on a daily basis, or as directed by University’s Representative. All packing and crating material must be removed and hauled off daily by the Prime Trade Contractor. This Prime Trade Contractor shall sweep and clean each day its work areas or as deemed necessary by the University’s Representative. Transport all debris associated with the Prime Trade Contract package and place debris inside the appropriate dumpster.

16. During all welding, brazing, soldering, grinding and cutting operations provide fire extinguishers, fire watch, ventilation and other measures required to maintain a safe site as required for this Prime Trade Contractor Scope of Work. Provide supplemental mechanical ventilation (smoke hogs, and or negative air machines, fans etc.) to safely remove all smoke, fumes and odors as required to complete this work of this Prime Trade Contract Package.

17. Obtain Hazardous Conditions Permit (hot work) for the work described in item 12 above as and as required by the University Fire Department. Hazardous Condition Permit will be provided at no cost. Obtain permits prior to any welding, cutting or brazing per the requirements of Division 1.
18. Protect existing facilities and the work of other Prime Trade Contractors from damage by work under this contract. This Prime Trade Contractor is responsible for all cost and time impacts resulting from damage to other Prime Trade Contractors' installed work or stored materials.

19. Schedule, coordinate, and perform all field-testing as required for inspections.

20. Provide traffic control, barricades and flagmen as required to complete the work of this Prime Trade Contract Package.

21. Allow for minor refinement of construction details and dimensions during the submittal review process. No change orders will be allowed for minor refinements such as additional detailing, fabrication or installation of these minor modifications required to complete the work of this Prime Trade Contract Package.

22. Protect all work defined in this Prime Trade Contract Package until accepted by the University's Representative.

23. **Fire Stopping:** Each Prime Trade Contractor is responsible for fire stopping any penetrations that their work creates through rated assemblies (floor, wall, and ceiling) regardless of when the penetrating member was installed. Also, each trade will be responsible for maintaining penetrations until approved by the inspector. All fire stopping penetrations must comply with approved UL – including bracing assembly.

24. Provide drawings and approved submittals to other Prime Trade Contractors as required for installation and coordination with other trades.

25. Attend and participate in regular and special coordination and progress meetings as required and scheduled by the University's Representative.

26. Provide task lighting as required to complete the work of this Prime Trade Contract Package.

27. Provide, install and maintain any required scaffolding and/or other means of access as required for performance of this Prime Trade Contract Scope of Work.

28. Warranties shall commence upon project "final completion".

29. Provide shop drawings, manufacturer's data and samples.

30. This Prime Trade Contractor shall provide all testing and certification as defined in the contract documents.

31. This Prime Trade Contract Package shall provide their own layout from control points provided by General Works Package Contract. Coordinate layout with all other trades and Prime Trade Contractors and Contractor under separate contract with the University.

32. Prior to performing any concrete demolition, including coring, chipping and saw-cutting, this Prime Trade Contractor shall scan the concrete to verify what is installed in the concrete. Should conduit or any other system be detected, this Prime Trade contractor shall immediately notify the University’s Representative. The Hilti Corporation Ferroscan FS 10 system or equal shall be utilized to perform this scanning.
33. Internal combustion engines (gasoline, diesel, propane, etc.) are prohibited from being operated indoors.

34. Bidders shall provide any required fuel, oil and other consumables required for their equipment.

35. Eating within the building will not be allowed. University Representative will designate an eating area.

36. Bidders to include all costs for drinking water and ice required by their own forces.

37. Bidders shall exclude all temporary restroom and hand washing facilities except for the General Contractor Prime Trade Contractor who will provide these facilities as listed above in Section 2.

38. Bidders shall include all required material hoisting methods for their scope of work. This shall include but not be limited to any Grad-All or similar lifts, forklifts, JLG’s etc.

39. Bidders shall include all costs in their bid for installation, maintenance and removal of secondary containment of fuel drums or other similar items as required by all applicable codes. Comply with project SWPPP requirements.

40. Daily cleanup is essential to a safe job site. It will be the responsibility of each individual Prime Trade Contractor to keep the project clear and clean on a daily basis and to remove debris from the site in a timely fashion. Site access is limited there is no space available for the placement of debris boxes. Costs for clean-up, hoisting, scaffolding, and protection of installed work and adjacent surfaces are to be included in the base bid.

41. Bidders shall exclude all dumpsters for their scope of work except for the General Works and Demolition Prime Trade Contractor who will provide these facilities as listed above in Section 2.

42. The bidders shall include all costs to secure their materials or equipment that is stolen or damaged at no additional cost to the University.

43. Refer to Division 01550 for detailed information on parking and access.

44. Refer to the Site Logistics Plan. Storage onsite is not an option as the site is very limited. Material and equipment deliveries shall be Just in Time Delivery Method. All major deliveries need to be coordinated and scheduled with the Owner’s Representative, 24 hours in advance.

45. Bidder shall include premium time for off-hours work where indicated in the bid documents including but not limited to drawings, specifications, and exhibits (e.g. P-110 Sheet Note 6).
PART 3 – EXCLUSIONS

3.01 THIS SITE CONSTRUCTION PACKAGE SCOPE OF WORK IS TO EXCLUDE THE FOLLOWING:

1. Concrete & Reinforcing
2. Abatement of Hazardous Material
3. Fireproofing, except patching if removed by this trade
4. Paint
5. Blocking & Backing
6. Access Door Installation
7. Drywall & Plaster
8. Line Voltage
9. Fire Alarm
10. Security

PART 4 – ALTERNATES

1. None

END OF SECTION
BID FORM

FOR: 
PROJECT NO. 9559040
HOSPITAL SEISMIC UPGRADE, INCREMENT 3 – STAIR TOWER & CORRIDOR UPGRADE

PROJECT NO. M030667
HOSPITAL SEISMIC UPGRADE, INCREMENT 4 – DECOMMISSION NORTH/SOUTH WING

BP-05 – FIRE PROTECTION DESIGN, ENGINEERING AND INSTALLATION

UNIVERSITY OF CALIFORNIA
DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

BID TO: 
Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Telephone: 916-734-7024

BID FROM: 
(Name of Bidder)

(Address)

(City) (State) (Zip Code)

(Telephone Number) (Fax Number) (Email Address)

(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 **sixty (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 **seven hundred and fifty six (756)** 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**

**BP-05 – FIRE PROTECTION DESIGN, ENGINEERING AND INSTALLATION**

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade

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M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

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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**

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.

$ [Blank] [Blank] [Blank] [Blank] [Blank] [Blank] (Place figures in appropriate boxes) x 120 (multiplier)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

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

9.0 **LIST OF SUBCONTRACTORS** - 9559040, HOSPITAL SEISMIC UPGRADE, INCREMENT 3, STAIR TOWER & CORRIDOR UPGRADE

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, specifically 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 ½ of 1% 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.

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(Note: Add additional pages if required.)

**LIST OF SUBCONTRACTORS** - M030667, HOSPITAL SEISMIC UPGRADE, INCREMENT 4, DECOMMISSION NORTH/SOUTH WING

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, specifically 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 ½ of 1% 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.

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(Note: Add additional pages if required.)

10.0 **LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES** – Not Used
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.)

DEPARTMENT OF INDUSTRIAL RELATIONS:

(Registration No.) (Expiration Date)

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)

2. Qualification Questionnaire

13.0 DECLARATION

I, ___________________________ (Printed Name) hereby declare that I am the (Title)

of ___________________________ (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 ___________________________.

__________________________________________ (Signature)

[End]
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ________________________, as Principal, and ________________________, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, 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 THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

9559040 - HOSPITAL SEISMIC UPGRADE, INCREMENT 3 - STAIR TOWER & CORRIDOR UPGRADE
M030667 - HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING
BP-05 - FIRE PROTECTION DESIGN, ENGINEERING AND INSTALLATION

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

(1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
(2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
(3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of ______________________, 20____.

Principal: ________________________________
(Name of Firm)
By: ________________________________
(Signature)
Title: ________________________________
(Printed Name)
Address for Notices:
____________________________________
____________________________________

Surety: ________________________________
(Name of Firm)
By: ________________________________
(Signature)
Title: ________________________________
(Printed Name)

NOTE: NOTARY ACKNOWLEDGEMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.
CONTRACTOR QUALIFICATION DOCUMENTS

FOR

9559040-Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667-Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

BP-05 – FIRE PROTECTION DESIGN, ENGINEERING AND INSTALLATION

FACILITIES DESIGN AND CONSTRUCTION
FACILITIES PLANNING AND DEVELOPMENT DIVISION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER

NOVEMBER 2018
CONTRACTOR QUALIFICATION QUESTIONNAIRE

FOR

9559040 – Hospital Seismic Upgrade, Increment 3 – Stair Tower & Corridor Upgrade
M030667 – Hospital Seismic Upgrade, Increment 4 – Decommission North/South Wing

BP-05 – Fire Protection Design, Engineering and Installation

FACILITIES DESIGN AND CONSTRUCTION
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER
SACRAMENTO, CALIFORNIA

Each prospective bidder must have the appropriate contractor's license required by the State of California, must be registered with the Department of Industrial Relations (DIR), and must complete and submit all portions of this Qualification Questionnaire.

Each prospective bidder must answer all applicable questions and provide all requested information. Any prospective bidder failing to do so may, at the sole discretion of the University of California, be deemed to be not responsive and not responsible with respect to this qualification, and its bid rejected.

The undersigned declares under penalty of perjury that the qualification information submitted with this form is correct, complete and not misleading and that this declaration was executed in __________________________ County, California, on __________________________

(Bidder Name)

(Name and Title of Bidder's Contact Person for Questions)

(Address)

(City, State, Zip Code)

(Telephone Number) (Fax Number) (Email Address)

(Signature)

(Typed Name and Title)

NOTICE

ANY BIDDER WHO FAILS TO MEET THE CRITERIA LISTED IN THIS QUALIFICATION QUESTIONNAIRE WILL NOT BE CONSIDERED QUALIFIED AND WILL BE DEEMED AS NOT RESPONSIVE WITH RESPECT TO THIS QUALIFICATION, AND ITS BID REJECTED.

All information submitted in response to this Qualification Questionnaire will be considered official information acquired in confidence, and the University of California will maintain its confidentiality to the extent permitted by law. Any prospective bidder found not qualified will receive written notice of bid rejection from the University. A prospective bidder found not qualified may file a Bid protest (limited to the rejection) within three (3) business days of receipt of the University’s written rejection. Refer to Article 7 of the Instructions to Bidders for direction on how to proceed. Failure to file such a protest within the three-day period is a waiver of the right to challenge the rejection.

Each prospective bidder must submit all requested information on these forms only. Attachments are not allowed.
IN ALL INSTANCES IN THIS FORM, "QUALIFYING PROJECT" MEANS A PROJECT WHICH MUST MEET ALL OF THE FOLLOWING:

1. Project work took place in a fully operational California hospital, defined as a licensed OSHPD Type 1, multi-story facility, operating 24 hours/7 days a week, providing patient care.

2. Project was completed within the last ten (10) years, and accepted as complete prior to June 1, 2018.

I. LICENSE

A. Does your firm hold the following California Contractors license, which is current, active and in good standing with the California Contractors State License Board for work you propose to bid?

License Classification: Fire Protection
License Code: C16

YES: ☐ NO: ☐

If yes, provide the following information about your firm's contractor’s license:

(1) Name of license holder exactly as on file with the California Contractors State License Board:

(2) License number:

(3) Date issued: (4) Expiration date:

B. List other active Contractor License(s) held by your firm:

C. Can you truthfully state that your firm's contractor's license(s) listed above has not been suspended or revoked for any reason related to performance of work as a contractor by the California Contractors State License Board within the last ten (10) years?

YES: ☐ NO: ☐

D. Is your firm registered with the Department of Industrial Relations (DIR)?

YES: ☐ NO: ☐

Registration No.: _____

II. QUALIFYING PROJECT EXPERIENCE

A. Has your firm successfully completed at least one (1) qualifying project in the past ten (10) years? Refer to top of page for the definition of "qualifying project".

YES: ☐ NO: ☐

IF YES, PROVIDE THE FOLLOWING INFORMATION FOR SUCH PROJECT ON THE FOLLOWING QUALIFYING PROJECT DATA FORM PAGES ONLY (ATTACHMENTS ARE NOT ALLOWED):
If QUALIFICATION IS FOR A JOINT VENTURE, THE PROJECT LISTED MUST HAVE BEEN COMPLETED BY THE PROSPECTIVE JOINT VENTURE BIDDER WITH AN APPROPRIATE JOINT VENTURE LICENSE AND NOT COMPLETED ONLY BY ONE OF THE PARTNERS.

1. Project Name: 

2. Project Location (full address): 
   City:  
   State:  
   Zip:  
   Was work done in a hospital or licensed outpatient clinic?  

3. Project Description (be specific):  

4. Description of Work performed (be specific and include asbestos scope of work)  

5. Class of Infection Control Risk Assessment:  

6. Describe ICRA containment procedures and protocols used throughout the project and who was responsible for maintaining daily requirements:  

7. Did the project work include construction performed concurrently on another floor where the work area was occupied?  
   Yes:  
   No:  

8. Did the project include requirements for Interim life safety measure protocols (ILSM)?  
   Yes:  
   No:  

9. Did the project have a full-time Superintendent present in the above described settings during ALL construction activities – days, evenings, swing-shift, weekends?  
   Yes:  
   No:  

10. Was your firm responsible to pre-coordinate, schedule, and submit formal utility shutdowns and tie-ins, ILSMs, Inspection Requests and coordinate ongoing Inspections?  
    Yes:  
    No:  

11. Work Completed As:  
    □ Contractor  
    □ Subcontractor  
    a. Owner Name:  
    b. Owner Address:  
    c. Owner Telephone Number:  
    d. Owner Contact Person’s Name:  
    e. Owner Contact Email Address:  

12. Date Notice of Completion filed for qualifying project:  

13. Original Construction Contract Award amount as awarded (without Change Orders):  
    $  

14. Final Construction Contract Amount:  
    $
15. Original Contract Time (calendar days):

16. Final Contract Time (calendar days):

17. Number of Days Liquidated Damages Assessed (calendar days):

18. Name of your Project Manager:

19. Name of your Superintendent:

[This space intentionally left blank]
III. **STAFF EXPERIENCE**

A. Is your firm willing to commit to assigning to the position of full-time Project Manager and full-time Superintendent, so long as the candidate remains in your employ, the candidate identified in Paragraphs B & C below?

YES: ☐  NO: ☐

IV. **MANAGEMENT PLAN**

A. Does your firm have a written project management plan that you will commit to using for this project?

YES: ☐  NO: ☐

V. **QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)**

A. Does your firm have a written Quality Assurance/Quality Control program that you will commit to using for this project?

YES: ☐  NO: ☐

VI. **PRIOR DISQUALIFICATION**

A. Has your firm been formally disqualified from performing work for any public entity for poor performance or alleged fraud within the last ten (10) years?

YES: ☐  NO: ☐

VII. **CLAIMS HISTORY**

A. Has your firm had four (4) or more unsuccessful claims within the last ten (10) years?

As used in the preceding sentence, an unsuccessful claim means:

(a) a claim in excess of $50,000 filed against Contractor, its surety, subcontractor, supplier and/or manufacturer by Owner for damages, defects, breach of contract, breach of warranty, poor workmanship, incomplete performance or delays which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for binding decision with the result that Contractor, its surety, insurer, subcontractor, supplier and/or manufacturer was required to make payment (payments include amounts deducted from back-charged or credited against Contractor’s Contract and are calculated by adding together the total amounts paid by Contractor, sureties, insurers, subcontractors, suppliers and manufacturers) to Owner in an amount equal to or exceeding eighty percent of the amount claimed, OR

(b) a claim in excess of $50,000 filed against an Owner by Contractor, its surety, insurer or subcontractor, excluding claims to the extent such claims seek enforcement of a stop notice against Contractor’s undisputed Contract Balance, which was resolved by arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision or by settlement after the commencement of arbitration, litigation, or other type of proceeding where disputes are submitted to a third party for a binding decision with the result that the total amount received by Contractor, its surety, insurer and subcontractor did not equal or exceed twenty percent of the amount claimed.

References to subcontractors, suppliers and manufacturers in paragraphs (a) and (b) above include all tiers, whether or not the subcontractor, supplier or manufacturer has a contract directly with the Contractor.

YES: ☐  NO: ☐
VIII. SAFETY

A. Does your firm have a written safety program that you will commit to using for this project?

YES: ☐    NO: ☐

B. Do you conduct and document project safety inspections?

YES: ☐    NO: ☐

If yes, who conducts and documents the inspection (Name and Title): ______

How often?    Weekly ☐    Biweekly ☐    Monthly ☐

D. Name of Company Safety Director: ______

Safety Director will report directly to (Name and Title): ______

IX. COMPLETED QUESTIONNAIRE

A. Have you answered all questions and provided all information required in this QUALIFICATION QUESTIONNAIRE?

YES: ☐    NO: ☐

B. Have you signed the Declaration on the front page of this QUALIFICATION QUESTIONNAIRE?

YES: ☐    NO: ☐

[END QUALIFICATION QUESTIONNAIRE]
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, DAVIS HEALTH

whose address for notices is: Facilities Design and Construction
University of California, Davis, Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

and Prime Trade Contractor: NAME

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

for the Project: M030667
Hospital Seismic Upgrade, Increment 4 – Decommission
North/South Wing
Facilities Design and Construction
Facilities Planning and Development Division
University of California, Davis, Medical Center
Sacramento, Sacramento County, California 95817

University's Responsible Administrator: Joel Swift, AIA, LEED AP – Director

University's Project Manager: Dave Brooks

University's Representative is: McCarthy Building Companies, Construction Manager
Facilities Design and Construction
University of California, Davis, Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

whose address for notices is:

Contract Documents for the Work Prepared by: Lionakis
1919 Nineteenth Street
Sacramento, CA 95811
University and Prime Trade Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Prime Trade Contractor shall provide all work required by the Contract Documents (the “Work”). Prime Trade Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Prime Trade 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, Preliminary Master Project Schedule, 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 of which together form the contract between University and Prime Trade Contractor for the Work (the “Contract”). The Contract constitutes the complete agreement between University and Prime Trade Contractor and supersedes any previous agreements or understandings.

**ARTICLE 3 – CONTRACT SUM**

Subject to the provisions of the Contract Documents University shall pay to Prime Trade Contractor, for the performance of the Work, $###.## 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**

The Contract Time will be the number of days between the date specified for the commencement of work in the Notice to Proceed and the calendar date specified in the bidding documents for the completion of the entire Project. However, the Contract Time will be no less than the number of days between the latest date specified for the commencement of the Prime Trade Contract in the Preliminary Master Project Schedule and the calendar date specified in the bidding documents for the completion of the entire Project and no more than the number of days between the earliest date specified for the commencement of the Prime Trade Contract in the Preliminary Master Project Schedule and the calendar date specified in the bidding documents for the completion of the entire Project.

Prime Trade Contractor shall commence the Work on the date specified in the Notice to Proceed. Prime Trade Contractor shall schedule and execute the Work in accordance with the Master Project Schedule to be developed, maintained and updated by University Representative. Prime Trade Contractor shall fully complete the Work within the Contract Time.

By signing this agreement, Prime Trade Contractor represents to University that the contract time is reasonable for completion of the work and that Prime Trade Contractor will fully complete the Work within the Contract Time, all in accordance with the Master Project Schedule. Time limits stated in the Contract Documents are of the essence of the Contract.

**ARTICLE 5 – LIQUIDATED DAMAGES**

Liquidated damages for the Agreement are $###.## per day for each day that the Project is not completed within the Contract Time, if and only if the failure of the Prime Trade Contractor to comply with the Master Project Schedule contributed, in whole or in part, to the failure to complete the Project within the Contract Time. After Project Substantial Completion, the rate for liquidated damages shall be reduced to the sum of $###.## per day. Liquidated damages shall apply only to delay
damages incurred directly by the University; notwithstanding the foregoing, liquidated damages shall not apply to any delay damages incurred by any other Contractor hired by University (including any related indemnity or contribution claims by University) as the result of any delays by Prime Trade Contractor; Prime Trade Contractor (in addition to its liability to University for liquidated damages), is fully liable to such other contractors for any damages actually incurred by them as the result of Prime Trade Contractor delays. See Article 5 of the Agreement for detailed requirements.

University and Prime Trade Contractor agree that if the Project 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 a reasonable sums for such damages. University may deduct any liquidated damages due from Prime Trade Contractor from any amounts otherwise due to Prime Trade Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Prime Trade Contractor other than failing to complete the Project within the Contract Time.

ARTICLE 6 – COMPENSABLE DELAY

If Prime Trade Contractor is entitled to an increase in the Contract Sum as a result of the rate to be paid to Prime Trade Contractor for Compensable Delays, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of $###,###.### 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 Prime Trade Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Prime Trade Contractor.
THIS AGREEMENT is entered into by University and Prime Trade 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)

ATTACH NOTARY ACKNOWLEDGEMENT FOR ALL SIGNATURES OF CONTRACTOR. IF SIGNED BY OTHER THAN THE SOLE PROPRIETOR, A GENERAL PARTNER, OR CORPORATE OFFICER, ATTACH ORIGINAL NOTARIZED POWER OF ATTORNEY OR CORPORATE RESOLUTION.

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

University of California, Davis, Medical Center

By: _______________________________________
(Signature)

Joel Swift, AIA, LEED AP

(Printed Name)

Director

(Title)

UCDMC FD&C USE ONLY

Reviewed by Project Manager

Reviewed by Project Manager Supervisor

Reviewed by Contracts Manager
GENERAL CONDITIONS – MULTIPLE PRIME TRADE

TABLE OF CONTENTS

ARTICLE 1 – GENERAL PROVISIONS

1.1 Basic Definitions
1.2 Ownership and Use of Contract Documents
1.3 Interpretation

ARTICLE 2 – UNIVERSITY

2.1 Information and Services Provided by University
2.2 Access to Project Site
2.3 University’s Right to Stop the Work
2.4 University’s Right to Carry Out the Work
2.5 University’s Right to Replace University’s Representative
2.6 University’s Right to Accelerate the Work

ARTICLE 3 – PRIME TRADE CONTRACTOR

3.1 Review of Contract Documents and Field Conditions by Contractor
3.2 Supervision and Construction Procedures
3.3 Labor and Materials
3.4 Prime Trade Contractor’s Warranty
3.5 Taxes
3.6 Permits, Fees, and Notices
3.7 Applicable Code Requirements
3.8 Superintendent
3.9 Schedules Required of Contractor
3.10 As-Built Documents
3.11 Documents and Samples at Project Site
3.12 Shop Drawings, Product Data, and Samples
3.13 Use of Site and Clean Up
3.14 Cutting, Fitting, and Patching
3.15 Access to Work
3.16 Royalties and Patents
3.17 Differing Site Conditions
3.18 Concealed, Unforeseen or Unknown Conditions or Events
3.19 Information Available to Bidders
3.20 Liability for and Repair of Damaged Work
3.21 Indemnification

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.1 Administration of the Contract by University’s Representative
4.2 Prime Trade Contractor Change Order Requests
4.3 Claims
4.4 Assertion of Claims
4.5 Decision of University’s Representative on Claims
4.6 Mediation
4.7 Arbitration
4.8 Waiver

ARTICLE 5 – SUBCONTRACTORS

5.1 Award of Subcontracts and Other Contracts for Portions of the Work
5.2 Subcontractual Relations
5.3 Contingent Assignment of Subcontracts
ARTICLE 6 – CONSTRUCTION BY UNIVERSITY OR BY SEPARATE CONTRACTORS

6.1 University's Right to Perform Construction and to Award Separate Contracts
6.2 Mutual Responsibility
6.3 University's Right to Clean Up

ARTICLE 7 – CHANGES IN THE WORK

7.1 Changes
7.2 Definitions
7.3 Change Order Procedures
7.4 Field Orders
7.5 Variation in Quantity of Unit Price Work
7.6 Waiver

ARTICLE 8 – CONTRACT TIME

8.1 Commencement of the Work
8.2 Progress and Completion
8.3 Delay
8.4 Adjustment of the Contract Time for Delay
8.5 Compensation for Delay
8.6 Waiver

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Cost Breakdown
9.2 Progress Payment
9.3 Application for Payment
9.4 Certificate for Payment
9.5 Deposit of Securities in Lieu of Retention and Deposit of Retention into Escrow
9.6 Beneficial Occupancy
9.7 Substantial Completion
9.8 Final Completion and Final Payment

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs
10.2 Safety of Persons and Property
10.3 Emergencies

ARTICLE 11 – INSURANCE AND BONDS

11.1 Prime Trade Contractor's Insurance
11.2 Builder's Risk Property Insurance
11.3 Performance Bond and Payment Bond

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work
12.2 Correction of Defective Work and Guarantee to Repair Period

ARTICLE 13 – TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Termination by Prime Trade Contractor
13.2 Termination by University for Cause
13.3 Suspension by University for Convenience
13.4 Termination by University for Convenience
ARTICLE 14 – STATUTORY AND OTHER REQUIREMENTS

14.1 NOT USED
14.2 Nondiscrimination
14.3 Prevailing Wage Rates
14.4 Payroll Records
14.5 Apprentices
14.6 Work Day

ARTICLE 15 – MISCELLANEOUS PROVISIONS

15.1 Governing Law
15.2 Successors and Assigns
15.3 Rights and Remedies
15.4 Survival
15.5 Complete Agreement
15.6 Severability of Provisions
15.7 University's Right to Audit
15.8 Methods of Delivery for Specified Documents
15.9 Time of the Essence
15.10 Mutual Duty to Mitigate
15.11 UC Fair Wage
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, Prime Trade 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 of the General Conditions.

1.1.2 APPLICATION FOR PAYMENT
The term "Application for Payment" means the submittal from Prime Trade Contractor wherein payment for certain portions of the completed Work is requested in accordance with Article 9 of the General Conditions.

1.1.3 BENEFICIAL OCCUPANCY
The term "Beneficial Occupancy" means the University's right to occupancy or use of any part of the Work in accordance with Article 9 of the General Conditions.

1.1.4 CERTIFICATE FOR PAYMENT
The term "Certificate for Payment" means the form signed by University's Representative attesting to the Prime Trade Contractor's right to receive payment for certain completed portions of the Work in accordance with Article 9 of the General Conditions.

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 Prime Trade 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 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.

1.1.12 CONTRACT TIME
The term "Contract Time" means the number of days set forth in the Agreement, as adjusted by Change Order, within which Prime Trade Contractor must achieve full completion of the Work.

1.1.13 COST OF EXTRA WORK
See Article 7.3 of the General Conditions.

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

1.1.15 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.
1.1.16 **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.

1.1.17 **EXCUSABLE DELAY**
The term "Excusable Delay" means a delay that entitles the Prime Trade 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.

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

1.1.19 **FIELD ORDER**
See Article 7.2 of the General Conditions.

1.1.20 **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.

1.1.21 **GUARANTEE TO REPAIR PERIOD**
See Article 12.2 of the General Conditions.

1.1.22 **MASTER PROJECT SCHEDULE**
The term "Master Project Schedule" means the graphical representation of a practical plan, in accordance with Article 3 of the General Conditions and the Specifications, to perform and complete the Project within the Project Time.

1.1.23 **PRIME TRADE CONTRACTOR**
The term "Prime Trade 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.

1.1.24 **PRIME TRADE CONTRACTOR FEE**
See Article 7.3 of the General Conditions.

1.1.25 **PRIME TRADE CONTRACTOR SCHEDULE**
The term "Prime Trade Contractor Schedule" means the graphical representation of a practical plan, in accordance with Article 3 of the General Conditions and the Specifications, to perform and complete the Work within the Contract Time.

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 construction of the improvement of which the Work is a part. The Project will include construction 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 **PROJECT SUBSTANTIAL COMPLETION**
The term "Project Substantial Completion" means the stage in the progress of the Project, as determined by University's Representative, when all work of the Project is complete and in accordance with the Contract Documents and Substantial Completion of all Prime Trade Contracts have occurred except only for completion of minor items which do not impair University's ability to occupy and fully utilize all work of the Project for its intended purpose and a Certificate of Occupancy for the Project has been issued by the University's Building Official.

1.1.29 **PROJECT TIME**
The term "Project Time" means the number of days from the first Notice to Proceed issued to a Prime Trade Contractor to the date for completion of the Project.

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

1.1.31 **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**
See Article 3.12 of the General Conditions.
1.1.32 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.

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

1.1.34 SUBSTANTIAL COMPLETION
See Article 9.7 of the General Conditions.

1.1.35 SUPERINTENDENT
The term “Superintendent” means the person designated by Prime Trade Contractor to represent Prime Trade Contractor at the Project site in accordance with Article 3 of the General Conditions.

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

1.1.37 UNEXCUSABLE DELAY
The term “Unexcusable Delay” means a delay that does not entitle the Prime Trade Contractor to an adjustment of the Contract Sum and does not entitle the Prime Trade Contractor to an adjustment of the Contract Time.

1.1.38 UNILATERAL CHANGE ORDER
See Article 7.2 of the General Conditions.

1.1.39 UNIVERSITY
The term “University” means The Regents of the University of California.

1.1.40 UNIVERSITY BUILDING OFFICIAL
The term “University’s Building Official” or “Certified Building Official” shall mean 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 all work of the Project complies with Applicable Code Requirements and will determine whether and when it is appropriate to issue a Certificate of Occupancy.

1.1.41 UNIVERSITY’S REPRESENTATIVE
The term “University’s Representative” means the person identified as such in the Agreement.

1.1.42 UNIVERSITY’S RESPONSIBLE ADMINISTRATOR
The term “University’s Responsible Administrator” means the person, or his or her authorized designee, who is authorized to sign the Agreement and other applicable contract Documents on behalf of the University.

1.1.43 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 Prime Trade Contractor to fulfill Prime Trade Contractor’s obligations. The Work will constitute 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 Prime Trade 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
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 Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control Prime Trade Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.3.4 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.

1.3.5 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.

1.3.6 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 Prime Trade 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 earliest start date for the Prime Trade Contractor as shown in the Master Project Schedule, 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 Prime Trade Contractor.

2.3 UNIVERSITY’S RIGHT TO STOP THE WORK

2.3.1 If Prime Trade Contractor fails to correct Defective Work as required by Article 12.2 of the General Conditions or fails to perform the Work in accordance with the Contract Documents, University or University’s Representative may direct Prime Trade Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Prime Trade Contractor. Prime Trade 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 Prime Trade 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 Prime Trade 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 Master Project Schedule, fails to start any activity by its start date as directed by the University Representative which will be no earlier than the early start date nor later than the late start date reflected in the Master Project Schedule, fails to complete any activity by its completion date as directed by the
University Representative which will be no earlier than the early completion date nor later than the late completion date as reflected in the Master Project 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 and thereafter diligently continue to completion, University may, without prejudice to other remedies University may:

.1 Correct such failure at Prime Trade Contractor's expense. In such case, University will be entitled to deduct from payments then or thereafter due Prime Trade Contractor the cost of correcting such failure, including compensation for the additional services and expenses of University's Representative and University's consultants made necessary thereby. If payments then or thereafter due Prime Trade Contractor are not sufficient to cover such amounts, Prime Trade Contractor shall pay the additional amount to University.

.2 Supply additional workers to the Prime Trade Contractor in such quantity and for such period as deemed necessary by the University's Representative, all at the Prime Trade Contractor's expense. In such case, University will be entitled to deduct from payments then or thereafter due Prime Trade Contractor the cost of such additional workers, including compensation for the additional services and expenses of University's Representative and University's consultants made necessary thereby. If payments then or thereafter due Prime Trade Contractor are not sufficient to cover such amounts, Prime Trade 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 Prime Trade Contractor, replace University's Representative with a new University's Representative. Upon receipt of notice from University informing Prime Trade Contractor of such replacement and identifying the new University's Representative, Prime Trade Contractor shall recognize such person or firm as University's Representative for all purposes under the Contract Documents.

2.6 UNIVERSITY'S RIGHT TO ACCELERATE THE WORK

2.6.1 University may direct the acceleration of the Work by Prime Trade Contractor to meet schedule requirements when the Work has been delayed by one or more Separate Contractors and such delay would otherwise give rise to a time extension. The University will compensate the Prime Trade Contractor for the additional costs incurred by such acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Prime Trade Contractor.

2.6.2 Any acceleration directed by University pursuant to the foregoing provision will be by a Change Order. The University will not be obligated, under any circumstances, to direct such acceleration and may elect, at its option, not to accelerate the Work of the Prime Trade Contractor.

2.6.3 University may accelerate the work of one or more Separate Contractors to meet schedule requirements when the Work of Prime Trade Contractor does not adhere to the Master Project Schedule and said failure to adhere causes, in whole or in part, a delay in the work of such Separate Contractors and if such delay would otherwise give rise to a time extension. The University may reduce the Contract Sum by the amounts incurred due to the acceleration.

ARTICLE 3 – PRIME TRADE CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY PRIME TRADE CONTRACTOR

3.1.1 Prime Trade Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished 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 Prime Trade Contractor.

3.1.2 Prime Trade Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Prime Trade 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 Prime Trade Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission referred to in Articles 3.1.1 and 3.1.2 above, without notifying and obtaining the written consent of University's Representative, Prime Trade 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 Prime Trade Contractor shall supervise, coordinate, and direct the Work using Prime Trade Contractor's best skill and attention. Except as otherwise reserved to the University, Prime Trade 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 Prime Trade Contractor shall be responsible to University for acts and omissions of Prime Trade Contractor's agents, employees, and Subcontractors, and their respective agents and employees.

3.2.3 Prime Trade 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 Prime Trade Contractor.

3.2.4 Prime Trade 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 Documents and are ready to receive subsequent Work.

3.2.5 Prime Trade Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Prime Trade 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 Documents, Prime Trade 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 PRIME TRADE CONTRACTOR'S WARRANTY

3.4.1 Prime Trade 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 Documents. If required by University's Representative, Prime Trade Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5 TAXES

3.5.1 Prime Trade Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by Prime Trade 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 of the General Conditions, Prime Trade Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Prime Trade Contractor shall deliver to University all original licenses, permits, and approvals obtained by Prime Trade 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 Prime Trade 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, Prime Trade 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, Prime Trade Contractor shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in Article 14 of the General Conditions.

3.7.2 Prime Trade 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). Prime Trade Contractor shall promptly notify University's Representative in writing if Prime Trade Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

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

3.8 SUPERINTENDENT

3.8.1 Prime Trade 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 Prime Trade Contractor and communications given to and received from Superintendent shall be binding on Prime Trade Contractor.

3.8.2 Failure to maintain a Superintendent on the Project site at all times that 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, the Project is not completed within the Contract Time, Prime Trade 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.

3.9 SCHEDULES REQUIRED OF PRIME TRADE CONTRACTOR

3.9.1 The University's Representative has developed an overall "Preliminary Master Project Schedule" indicating major milestones and construction sequences for the Project, showing the general timing for the work of Prime Trade Contractor. This Preliminary Master Project Schedule is for Bidder information and guidance only, and is not intended to serve as the Master Project Schedule that will be utilized for construction. However, the construction milestones and sequences shall be the basis for the Master Project Schedule, unless the University's Representative modifies them to improve the overall progress and completion by utilizing revised logic and revised schedule.

3.9.2 Using the Prime Trade Contract Schedules submitted by each of the Prime Trade Contractors, the University's Representative will develop and issue the Master Project Schedule showing completion of the Project within the Project Time. University Representative may require additional information from the Prime Trade Contractor during development of the Master Project Schedule.

3.9.3 The University Representative may impose upon the Prime Trade Contractor, in the initial Master Project Schedule, whatever scheduling requirements are deemed appropriate, consistent with the Preliminary Master Project Schedule, and the Prime Trade Contractor shall comply with any such requirements, at no additional cost to University.

3.9.4 The Prime Trade Contractor shall submit updated schedule information to University's Representative within the time limits required by the Specifications and acceptable to University's Representative. The University Representative may, at any time, make reasonable adjustments, at no cost to the University, to the Master Project Schedule so that the Project may be completed within the Contract Time, or if completion within the Contract Time is impracticable, to mitigate damages to the University resulting from late completion of the Project.

3.9.5 The Master Project Schedule shall represent a practical plan to complete the Work so that the entire Project can be fully completed within the Project Time.

3.9.6 The Prime Trade Contractor shall prepare and keep current, to the 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 Master Project Schedule.
3.9.7 Prime Trade Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current Master Project Schedule. Prime Trade Contractor shall continuously obtain from Subcontractors updated information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate, and monitor the progress of the Work and the delivery of equipment. Prime Trade 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. Prime Trade Contractor shall cooperate with University’s Representative in the development of the Prime Trade Contract Schedule, the Master Project Schedule, and their updates.

University's Representative's acceptance of or its review comments about Prime Trade Contractor Schedule or scheduling data provided by Prime Trade Contractor shall not relieve Prime Trade Contractor of its sole responsibility to plan for, perform, and fully complete its Work within the Contract Time. Acceptance of or review comments about the Prime Trade Contractor Schedule shall not imply the University’s agreement with (1) any assumption upon which such Prime Trade Contractor Schedule is based, or (2) any matter underlying or contained in such Prime Trade Contractor Schedule.

Failure of University’s Representative to discover errors or omissions in the Prime Trade Contractor Schedules that it has reviewed, or to inform Prime Trade Contractor that Prime Trade Contractor is behind schedule, or to direct or enforce procedures for complying with the Master Project Schedule shall not relieve Prime Trade Contractor from its sole responsibility to perform and complete the Work and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.9.8 The Work may require performance in several areas of the project simultaneously in order to fully complete the Project within the Project Time. As each area becomes available, Prime Trade Contractor shall begin work in those respective areas with additional crews if necessary to avoid a reduction of effort in other areas already under construction.

3.9.9 Subject to University's rights under the Prime Trade Contract or at law, time is of the essence in the Prime Trade Contractor's performance of this Contract. Prime Trade Contractor agrees to promptly commence work when directed by University’s Representative.

3.9.10 In addition to any completion dates required under the Prime Trade Contract, the Prime Trade Contractor agrees to perform the work in accordance with University’s Representative’s Master Project Schedule, including all subsequent modifications to the Master Project Schedule by University’s Representative. Prime Trade Contractor agrees to perform the work in a way that will not delay University, University’s Representative, or the progress of the Project, all at Prime Trade Contractor's cost and without additional cost or liability to University.

3.9.11 If, at any time during Prime Trade Contractor's performance of the work, the actual progress of the Prime Trade Contractor’s Work falls behind the Master Project Schedule, then Prime Trade Contractor agrees to immediately take any steps necessary per University's Representative’s sole discretion to improve progress in the Work or the Project. All these steps will be taken at Prime Trade Contractor's cost and without additional cost or liability to the University. If for any reason the Prime Trade Contractor's progress is not in accord with University's Representative's current Master Project Schedule, including remedial schedules, or any dates or intervals required elsewhere by the Prime Trade Contract, University's Representative may require Prime Trade Contractor to increase its labor force, its supervision force, the number of work shifts, overtime, work on weekends and holidays, the equipment on the Project, revise or modify its construction procedures and sequences and any other measures which University's Representative considers necessary, all without additional cost or liability to University. Neither notice by University's Representative nor the failure to issue notice that Prime Trade Contractor's progress is inadequate shall relieve Prime Trade Contractor from its obligation to achieve the quality of work and rate of progress required by University’s Representative.

If University incurs expense or loss or it appears that University may sustain expense or loss due to Prime Trade Contractor's failure to comply with the above provisions, University or University’s Representative may either deduct that amount from any progress payment or retention payable to Prime Trade Contractor and/or delay payment of any sums otherwise owing to Prime Trade Contractor until the situation is remedied or adjusted to University’s or University’s Representative’s satisfaction.

3.9.12 The University Representative will schedule and coordinate the activities of the Prime Trade Contractor in accordance with the latest approved Master Project Schedule. The Prime Trade Contractor shall cooperate with the University Representative in the reasonable determinations of scheduling and performing the Prime Trade Contractor's work to avoid conflict, delay in or interference with the Work or other Prime Trade Contractors, or Separate Contractors, regardless of their float shown on the Master Project Schedule.

3.9.13 University’s Representative may, at any time, update, supplement or revise its Master Project Schedule and/or require Prime Trade Contractor to suspend, delay or re-sequence its work. Such updates, supplements, revisions, suspensions, delays or re-sequencing shall be without additional cost or liability to University except to the extent they result in Prime Trade Contractor working beyond the Contract Time, through no fault of the Prime Trade Contractor. To the extent such updates, supplements, revisions, suspensions, delays or re-sequencing result in Prime Trade Contractor working beyond the Contract Time, through no fault of the Prime Trade Contractor, the Prime Trade Contract shall be subject to adjustment provided the Prime Trade Contractor complies with the requirements of the Prime Trade Contract for seeking an adjustment,
including without limitation, the requirements set forth in Articles 4, 7 and 8 of the General Conditions. Notwithstanding the foregoing, the University may elect to accelerate the work of one or more Separate Contractors to reduce or eliminate the delay and require the Prime Trade Contractor to complete its Work within the Contract Time.

3.10 AS-BUILT DOCUMENTS

3.10.1 Prime Trade 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 Prime Trade 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 Prime Trade 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 Master Project Schedule and Prime Trade Contractor 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, AND SAMPLES

3.12.1 Definitions:

1. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by Prime Trade 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 Prime Trade 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.

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 Prime Trade Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.12.3 Prime Trade 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 Prime Trade Contractor which are not required by the Contract Documents may be returned without action by University's Representative.

3.12.4 Prime Trade 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, Prime Trade 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 Prime Trade Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, Prime Trade Contractor shall notify University’s Representative and receive instruction before proceeding with the affected Work.
3.12.7 Prime Trade 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 Prime Trade 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. Prime Trade 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.

3.12.8 Prime Trade 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.

3.13 USE OF SITE AND CLEAN UP

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

3.13.2 Prime Trade 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 Prime Trade Contractor. Prime Trade Contractor shall remove all excess dirt, waste material, and rubbish caused by the Prime Trade 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 Prime Trade 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 Prime Trade 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 Prime Trade Contractor shall not endanger the Work, the Project, or adjacent property by cutting, digging, or otherwise. Prime Trade Contractor shall not cut or alter the work of any Separate Prime Trade 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. Prime Trade Contractor shall provide safe and proper facilities for such access and for inspection.

3.16 ROYALTIES AND PATENTS

3.16.1 Prime Trade Contractor shall pay all royalties and license fees required for the performance of the Work. Prime Trade Contractor shall defend suits or claims resulting from Prime Trade Contractor’s or any Subcontractor’s infringement of patent rights and shall Indemnify University and University’s Representative from Losses on account thereof.

3.17 DIFFERING SITE CONDITIONS

3.17.1 If Prime Trade Contractor encounters any of the following conditions at the site, Prime Trade 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 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 Prime Trade 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 Prime Trade Contractor fulfills the following conditions:

   .1 Prime Trade Contractor fully complies with Article 3.17.1 above; and
.2 Prime Trade Contractor fully complies with Article 4 of the General Conditions (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 of the General Conditions.

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, Prime Trade Contractor agrees:

.1 To bear the risk of concealed, unforeseen or unknown conditions and events, if any, which may be encountered in performing the Contract; and

.2 That Prime Trade 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 and events, Prime Trade Contractor understands that, except and only to the extent provided otherwise in Articles 3.17, 7 and 8 of the General Conditions, concealed, unforeseen or unknown conditions and events shall not excuse Prime Trade Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Prime Trade Contractor to an adjustment of the Contract Sum.

3.18.2 If Prime Trade Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, Prime Trade Contractor shall immediately notify University’s Representative in writing such that University’s Representative can determine if such conditions require design details which differ from those design details shown in the Contract Documents. Prime Trade Contractor shall be liable to University for any extra costs incurred as the result of Prime Trade Contractor’s failure to immediately give such notice.

3.18.3 If concealed or unknown conditions are encountered which require, in the opinion of University’s Representative, design details which differ from those design details shown in the Contract Documents and the University’s Representative finds that such revised design details will cause an increase or decrease in the cost of, or the time required for performance of the Contract, and if University agrees with the University’s Representative’s determinations, University will issue a Change Order modifying the Contract Terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 of the General Conditions.

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

3.19 INFORMATION AVAILABLE TO BIDDERS

3.19.1 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 Prime Trade 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 Prime Trade Contractor. University shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by the Prime Trade Contractor.

3.20 LIABILITY FOR AND REPAIR OF DAMAGED WORK

3.20.1 Prime Trade Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to University’s acceptance of the Project as fully completed except that Prime Trade Contractor shall not be liable for:

.1 Losses covered by the builder’s risk property insurance provided by University pursuant to Article 11 of the General Conditions, except that the Prime Trade Contractor shall be liable for any deductible(s) and any amounts exceeding policy limits.
.2 Earthquake, tidal wave, or flood, provided that the loss was not caused in whole or in part by the negligent acts or omissions of Prime Trade 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.

3.20.2 Prime Trade Contractor shall promptly repair and replace any Work or materials damaged or destroyed for which the Prime Trade Contractor is liable under Article 3.20.1 above.

3.21 INDEMNIFICATION

3.21.1 Prime Trade Contractor shall Indemnify University, University’s consultants, University’s Representative, University’s Representative’s consultants, and their respective directors, officers, agents, and employees from and against losses arising out of, resulting from, or relating to the following:

.1 The failure of Prime Trade Contractor to perform its obligations under the Contract.
.2 The inaccuracy of any representation or warranty by Prime Trade Contractor given in accordance with or contained in the Contract Documents.
.3 Any claim of damage or loss by any Subcontractor or Separate Contractor against University arising out of any alleged act or omission of Prime Trade Contractor or any other Subcontractor, or anyone directly or indirectly employed by Prime Trade Contractor or any Subcontractor.

3.21.2 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 Prime Trade Contractor shall fully indemnify, defend and hold harmless University and protect University from and against the same. In addition to the liability imposed by law upon the Prime Trade Contractor for damage or injury (including death) to persons or property by reason of the negligence of the Prime Trade Contractor, its officers, agents, employees or Subcontractors, which liability is not impaired or otherwise affected hereby, the Prime Trade 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 Prime Trade 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 Prime Trade 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. Prime Trade 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 in the event of the sole negligence of University, its officers, agents, or employees.

3.21.3 In claims against any person or entity indemnified under this Article 3.21 that are made by an employee of Prime Trade Contractor or any Subcontractor, a person indirectly employed by Prime Trade Contractor or any Subcontractor, or anyone for whose acts Prime Trade Contractor or any Subcontractor may be liable, the indemnification obligation under this Article 3.21 shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Prime Trade Contractor or any Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

3.21.4 The indemnification obligations under this Article 3.21 shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

3.21.5 Prime Trade 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 Prime Trade Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

3.21.6 Prime Trade Contractor shall Indemnify Separate Contractors from and against Losses arising out of the negligent acts, omissions, or willful misconduct of Prime Trade 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 Prime Trade Contractor of its obligations as described in the Contract Documents.

4.1.3 Except as otherwise reserved to the University, 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, coordination or procedures, or for safety precautions and programs in connection with the Work, since these are solely Prime Trade Contractor's responsibility.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, University and Prime Trade Contractor shall communicate through University's Representative. Communications by Prime Trade 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 Prime Trade Contractor. Communications by Prime Trade Contractor and Subcontractors with Separate Contractors shall be through University's Representative. Prime Trade 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 Prime Trade Contractor's Applications For Payment, University's Representative will recommend amounts, if any, due Prime Trade 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 Prime Trade Contractor, or any person or entity claiming under or through Prime Trade 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, Project 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 Prime Trade Contractor; and will issue a final Certificate For Payment upon Prime Trade 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 Prime Trade Contractor. Should Prime Trade 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, Prime Trade 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 Prime Trade 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 Prime Trade Contractor shall be responsible for all resultant losses.

4.2 PRIME TRADE CONTRACTOR CHANGE ORDER REQUESTS

4.2.1 Prime Trade 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 below; and
2. If requested, timely submission of additional informational requested by the University Representative pursuant to Article 4.2.3.3 below.
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 Prime Trade 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.

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 Prime Trade Contractor requests an adjustment to the Contract Sum or other monetary relief, the Prime Trade 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 of the General Conditions; OR
2. A partial Cost Proposal and a declaration of what required information is not then known to Prime Trade Contractor. If Prime Trade Contractor failed to submit a completed Cost Proposal with the Change Order Request, Prime Trade Contractor shall submit a completed Cost Proposal meeting the requirements of Article 7 within 7 days of the date the Prime Trade 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, Prime Trade 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 Prime Trade 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 Prime Trade Contractor seeks an adjustment of the Contract Time, written documentation demonstrating Prime Trade Contractor's entitlement to a time extension under Article 8.4 of the General Conditions, which shall be submitted within 15 days of the date requested.
3. If Prime Trade Contractor seeks an adjustment of the Contract Sum or other monetary relief for delay, written documentation demonstrating Prime Trade Contractor's entitlement to such an adjustment under Article 7.3.9 of the General Conditions, 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. 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, the Prime Trade Contractor may contest the decision by filing a timely Claim under the procedures specified in Article 4.3 below.

4.2.5 Prime Trade 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 above; 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 Prime Trade 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 Prime Trade 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.
Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.

Claims by University, except as set forth in Articles 4.5, 4.6, and 4.7 of the General Conditions.

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 Prime Trade Contractor's Change Order Request pursuant to Articles 4.2.4 and 4.2.5 above.

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 of the General Conditions.
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 Prime Trade 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 above.
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 of the General Conditions. The cost breakdown 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 week during any periods costs are incurred. A cost record will be considered current if submitted within 7 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, serial number, hours of use, dates of use and equipment rental rates of any rented equipment Contract.
2 If the Claim involves an extension of the Contract Time, written documentation demonstrating the Prime Trade Contractor's entitlement to a time extension under Article 8.4 of the General Conditions, including the specific dates for which a time extension is sought and the specific reasons for entitlement of a time extension. The Master Project Schedule must demonstrate Prime Trade Contractor's entitlement to an adjustment of Contract Time under Article 8.4.
3 If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Prime Trade Contractor's entitlement to such an adjustment under Article 7.3.9 of the General Conditions, including but not limited to, a detailed time impact analysis of the Master Project Schedule. The Master Project Schedule must demonstrate Prime Trade Contractor's entitlement to such an adjustment under Article 7.3.9.

4.4 ASSERTION OF CLAIMS

4.4.1 Claims by Prime Trade 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, Prime Trade Contractor shall not cause any delay, cessation, or termination in or of Prime Trade Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents.

4.4.3 Prime Trade Contractor shall submit a Claim in writing, together with the supporting data specified in Article 4.3.3 above, 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 above.

4.4.4 Strict compliance with the requirements of Articles 4.2, 4.3, and 4.4 of the General Conditions are conditions precedent to Prime Trade Contractor's right to an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate or litigate a Claim. Prime Trade 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 Prime Trade Contractor to strictly comply with the requirements of Articles 4.2, 4.3 and 4.4 constitutes a failure by Prime Trade 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 Prime Trade 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 below.

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 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 American Arbitration Association (“AAA”) within 30 days after its receipt of notice from 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 arbitrate within 30 days following the date that the electing party first receives written notification from 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 above shall include a copy of the Claim presented to University’s Representative pursuant to Article 4.4 above, 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 Prime Trade Contractor and University.

3. Prime Trade 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 cross claim, or otherwise without the express written consent of University, Prime Trade 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, 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 commended prior to the date of Final
Completion unless University and Prime Trade Contractor otherwise agree.

8. The exclusive forum for determining arbitrability shall be the Superior Court of the State of
California. 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 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 Prime Trade 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 Prime
Trade 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 of the
General Conditions 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 Prime Trade 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, Prime Trade 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 Prime Trade 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
Prime Trade Contractor, without the approval of University, to substitute other subcontractors for those named in Prime Trade
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 above shall be borne solely
by Prime Trade Contractor and Prime Trade 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 Prime Trade 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 Prime Trade Contractor by the terms of the Contract Documents, to assume toward Prime Trade Contractor all the obligations and responsibilities which Prime Trade 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. Prime Trade 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 Prime Trade Contractor or University, except for such rights Subcontractor may have to the proceeds of such insurance held by University under Article 11 of the General Conditions.

.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, below 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, Prime Trade 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 below.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Prime Trade Contractor hereby assigns to University all its interest in first-tier subcontracts now or hereafter entered into by Prime Trade 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 Prime Trade Contractor's rights under the Contract Documents. Such assignment is part of the consideration to University for entering into the Contract with Prime Trade 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. Prime Trade 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 Prime Trade Contractor. Prime Trade Contractor shall participate with University and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so.

6.1.3 The Project, of which this Contract is a part, will include other contracts for work to be performed and work to be performed by the University on the same site. By entering into this Contract, Prime Trade Contractor acknowledges that University has the right to enter into such other contracts and to perform work, and that the work of said contracts and University may (i) be in close proximity to and/or performed contemporaneously with the work of this Contract, and (ii) result in delays in or disruptions to Prime Trade Contractor's Work. Prime Trade Contractor further agrees as follows:

.1 The University shall afford Prime Trade Contractor, Separate Contractors or University forces reasonable opportunity for the introduction and storage of their materials and the execution of their
work. Prime Trade Contractor shall properly connect and coordinate its construction and operations with the construction and operations of Separate Contractors and University forces, as required by the Contract Documents.

2 Prime Trade Contractor shall cooperate with Separate Contractors and University on the project site and will do nothing to delay, hinder, disrupt, or interfere with the work of Separate Contractors, or University. Prime Trade Contractor shall coordinate its work with the work of any Separate Contractor and agrees to attend any coordination meetings scheduled for this purpose by the University Representative. Any dispute between the Prime Trade Contractor and any Separate Contractor over how the work of the various trades should be coordinated, shall be promptly submitted by Prime Trade Contractor to the University Representative. Prime Trade Contractor agrees to cooperate with the development of, and to be bound by, any reasonable coordination plan directed by University Representative to address the dispute, even if Prime Trade Contractor does not agree with the coordination plan so developed. Prime Trade Contractor agrees that if its work is delayed, hindered, disrupted or interfered with by a Separate Contractor to the extent such delays, hindrances, disruptions, and interferences result in Prime Trade Contractor working beyond the Contract Time, through no fault of the Prime Trade Contractor, the Prime Trade Contract shall be subject to a time extension, but no compensation from the University, provided the Prime Trade Contractor complies with the requirements of the Prime Trade Contract for seeking a time extension, including without limitation, the requirements set forth in Articles 4, 7 and 8 of the General Conditions.

3 Prime Trade Contractor agrees that its sole remedy for damage or loss, including delay damages, suffered as a result of actions by a Separate Contractor, other than that specified in Article 6.1.3.2 above, shall be against such Separate Contractor, their officers, agents, employees, consultants, subcontractors and, if available, surety bonds. Prime Contractor further agrees to indemnify University, University Representative, their officers, agents, employees, consultants, or subcontractors for any damage or loss by a Separate Contractor allegedly caused by with the work of the Prime Contractor or Separate Contractor except as provided in Article 6.1.3.2 above.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Prime Trade Contractor shall afford University and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Prime Trade 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, Prime Trade Contractor shall inspect such other construction or operations before proceeding with that portion of the Work. Prime Trade 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, Prime Trade Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of Prime Trade 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 Prime Trade 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 Prime Trade Contractor may request a Change Order under the procedures specified in Article 4.2 of the General Conditions.

7.1.3 A Field Order may be issued by University, does not require the agreement of Prime Trade Contractor, and shall be valid with or without the signature of Prime Trade Contractor.
7.1.4 Prime Trade 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 Prime Trade Contractor, and states their agreement upon all of 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 Prime Trade Contractor's 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 Prime Trade 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 Prime Trade Contractor to perform Work. A Field Order may, but need not, constitute a change in the Work and may, but need not, entitle Prime Trade Contractor to an adjustment of the Contract Sum or Contract Time.

7.3 CHANGE ORDER PROCEDURES

7.3.1 Prime Trade 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 of the General Conditions. Prime Trade Contractor's obligation to provide Cost Proposals shall be subject to the following:

1. The obligation of Prime Trade Contractor to provide Cost Proposals is not Extra Work, and shall not entitle the Prime Trade Contractor to an adjustment of the Contract Sum or Contract Time.
2. The failure of Prime Trade 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. Prime Trade Contractor shall be responsible for any delay in implementing a change for which Prime Trade 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 Prime Trade 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 Prime Trade Contractor demonstrates that the costs are both reasonable were 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, in the direct 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, in the direct 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, in the direct 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, in the direct 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 Prime Trade 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 Prime Trade 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. Prime Trade 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 Prime Trade 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 of the General Conditions. Prime Trade 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 Drafting or Detailing
.9 Small tools (Replacement value does not exceed $300)
.10 Office expenses including staff, materials and supplies
.11 On-site or off-site trailer and storage rental and expenses
.12 Site fencing
.13 Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment
.14 Data processing personnel and equipment
.15 Federal, state, or local business income and franchise taxes
.16 Overhead and Profit
.17 Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.2 above

7.3.4 The term "Prime Trade Contractor Fee" shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to Prime Trade 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 above. The Prime Trade Contractor Fee shall not be compounded. The Prime Trade 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 Prime Trade 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 Prime Trade Contractor. Total combined Prime Trade 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 Prime Trade Contractor. Total combined Prime Trade 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 stated in the Contract Documents 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 Prime Trade Contractor and University cannot agree upon a lump sum, by Cost of Extra Work plus Prime Trade Contractor Fee applicable to such Extra Work.

7.3.6 As a condition to Prime Trade Contractor's right to an adjustment of the Contract Sum, pursuant to Article 7.3.5.3 above, Prime Trade 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 and approved by 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 Prime Trade 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 above, supported by a Cost Proposal pursuant to Article 7.3.1 above.

7.3.8 If any one Change involves both Extra Work and Deleted Work in the same portion of the Work, a Prime Trade Contractor fee will not be allowed if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, a Prime Trade 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, Prime Trade Contractor demonstrates that all of the following five conditions are met:

1. Condition Number One: The delay results in an extension of the Contract Time pursuant to Article 8.4.1 of the General Conditions.
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 Prime Trade 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 Prime Trade Contractor; or
   4. The failure of the University or the University’s Representative to timely perform any contract obligation where the failure to so perform is not the result of any default or misconduct of the Prime Trade Contractor; or
   5. A materially differing site condition pursuant to Article 3.17 of the General Conditions.
3. Condition Number Three: The delay is not concurrent with a delay that is:
   1. Critical under Article 8.4.1.2 of the General Conditions; and
   2. Caused by an event not listed in Article 7.3.9.2 above.
4. Condition Number Four: The delay is not caused, in whole or in part, by an event not listed in Article 7.3.9.2 above.
5. Condition Number Five: The delay is not caused, in whole or in part, by the default or misconduct of a Separate Contractor.

7.3.10 For each day of delay that meets all five conditions prescribed in above 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 Prime Trade Contractor for Compensable Delays, Pursuant to Article 9.7.4 of the General Conditions, said daily rate shall not apply to delays occurring after Substantial Completion.

7.3.11 Except as provided in Articles 7 and 8 of the General Conditions, Prime Trade 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 above 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 above.

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 Prime Trade 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, Prime Trade Contractor must follow all procedures set forth in Article 4 of the General Conditions, starting with the requirement of submitting a timely Change Order Request within 7 days of Prime Trade 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 Prime Trade Contractor shall be entitled to an adjustment of the Contract Sum and Contract Time, calculated under and subject to Prime Trade Contractor's compliance with the procedures for verifying and substantiating costs and delays in Articles 7 and 8 of the General Conditions.
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 Prime Trade Contractor shall not exceed the University's estimate of adjustment to Contract Sum or Contract Time without written authorization by University's Representative.

.2 If the Prime Trade Contractor asserts that the change in the Work encompassed by the Field Order may entitle Prime Trade 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 Prime Trade Contractor must follow all procedures set forth in Article 4 of the General Conditions, starting with the requirement of submitting a timely Change Order Request within 7 days of Prime Trade 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, Prime Trade Contractor shall promptly proceed to perform the Work as ordered in the Field Order notwithstanding any disagreement by the Prime Trade 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 above 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 Prime Trade 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 Prime Trade Contractor, Subcontractors, or of persons or firms for whom Prime Trade Contractor is responsible, to act.

8.2 PROGRESS AND COMPLETION

8.2.1 By signing the Agreement:

.1 Prime Trade Contractor represents to University that the Contract Time is reasonable for performing the Work and that Prime Trade Contractor is able to perform the Work within the Contract Time.

.2 Prime Trade Contractor represents to the University that the time for completion of the Project as shown in the Preliminary Master Project Schedule is reasonable.

.3 Prime Trade Contractor agrees that University is purchasing the right to have the Prime Trade Contractor fully mobilized on the site from the earliest date for commencement of the Work shown on the Preliminary Master Project Schedule to the date shown for full completion of the Project as shown in the bidding documents.

.4 Prime Trade Contractor agrees that the University is purchasing the right to have Prime Trade Contractor work on the Project site shared by the Prime Trade Contractor and Separate Contractors. Prime Trade Contractor recognizes that as a result of working at a shared Project site there will be a loss of productivity and disruption commensurate with a project of the type, size and complexity of the Project. Prime Trade Contractor agrees that the Contract Sum includes full compensation for such loss of productivity and disruption.

8.2.2 Prime Trade 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 of the General Conditions to be furnished by Prime Trade Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance.
8.2.3 Prime Trade 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 Prime Trade Contractor that Prime Trade Contractor's progress is such that Prime Trade Contractor will not achieve full completion of the Work within the Contract Time, Prime Trade 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 entire Project is completed within the Contract Time. Upon receipt of such notice from University's representative, Prime Trade Contractor shall immediately notify University's Representative of all measures to be taken to ensure full completion of the Work within the Contract Time. Prime Trade 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 of the General Conditions, by signing the Agreement, Prime Trade Contractor agrees:

.1 To bear the risk of delays to the Work; and
.2 That Prime Trade 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, Prime Trade 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 Prime Trade Contractor from its obligation to achieve completion of the Work within the Contract Time, and shall not entitle the Prime Trade 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 below, the Contract Time will be extended for each day of delay for which Prime Trade Contractor demonstrates that all of the following seven conditions have been met; a time extension will not be granted for any day of delay for which Prime Trade Contractor fails to demonstrate compliance with the seven conditions:

.1 Condition Number One: At the time that the event causing the delay commences, the Prime Trade Contractor has complied with all Contract requirements for maintaining, submitting, and updating schedule information as required by the Contract Documents.

.2 Condition Number Two: 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 completion of the entire Project beyond the Contract Time. Under this Article 8.4.1.2, if the Master Project Schedule shows completion of the entire Project before expiration of the Contract Time, a delay is critical if and only to the extent the delay pushes completion of the entire Project to a date that is beyond the Contract Time.

.3 Condition Number Three: The delay is supported by the Master Project Schedule current at the commencement of the event giving rise to the delay. A delay is supported only to the extent the Master Project Schedule corroborates that it causes a delay to completion of the entire Project beyond the contractually specified date for full completion because of its effect on the operation referred to in Article 8.4.1.2 above. The requirement that a delay be supported will be excused if the event causing the delay commences before approval of the Prime Trade Contractor Schedule, provided that the absence of an approved Prime Trade Contractor Schedule is not due to the Prime Trade Contractor's failure to timely submit an acceptable Prime Trade Contractor Schedule.

.4 Condition Number Four: Within 7 days of the date the Prime Trade Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition causing the delay, (even if the Prime Trade Contractor has not been delayed when the Prime Trade Contractor discovers or reasonably should discover the act, error, omission or unforeseen condition giving rise to the delay) the Prime Trade Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2 of the General Conditions.

.5 Condition Number Five: 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 of the General Conditions; or
.2 The financial inability, misconduct or default of the Prime Trade Contractor, a Subcontractor or supplier; or
.3 The unavailability of materials or parts.

.6 Condition Number Six: 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 of the General Conditions; or
.5 An error or omission in the Contract Documents; 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 Prime Trade 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 Prime Trade Contractor; or
.8 The failure of the University or the University's representative to timely perform any Contract obligation unless such failure is due to Prime Trade Contractor's default or misconduct; or
.9 The failure of a Separate Contractor to adhere to the Master Project Schedule; or
.10 The failure of a Separate Contractor to timely perform any contract obligation due to its default or misconduct or
.11 "Rainy weather," but only for such days of rain 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 rainy weather for the purpose of determining whether Prime Trade 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 rain, no critical path work is performed by Prime Trade Contractor or a Separate Contractor; and
.2 The day must be identified in the Master Project Schedule as a scheduled work day.
.7 Condition Number Seven: Prime Trade Contractor has taken all reasonable measures to avoid and minimize the delay and, notwithstanding such measures, the delay occurred.

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

.1 When two or more delays (each of which meet all seven 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 this Article 8.4.2, such concurrent critical delays shall be treated as a single delay for each such day.
.2 Prime Trade Contractor shall be entitled to a time extension for a day of delay that meets all seven requirements of Article 8.4.1 if the delay is concurrent with a delay that does not meet all seven conditions of Article 8.4.1.

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 of the General Conditions.

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 above, 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 Prime Trade 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, Prime Trade 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 Prime Trade Contractor’s Applications for Payment.

9.2 PROGRESS PAYMENT

9.2.1 University agrees to pay monthly to Prime Trade Contractor, subject to Article 9.4.3 below, 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 Prime Trade Contractor’s Application for Payment
2. Plus cost of materials not yet incorporated in the Work, subject to Article 9.3.5 below.
3. Less amounts previously paid.

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

9.2.2 After Substantial Completion and subject to Article 9.4.3 below, 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, Prime Trade 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 Prime Trade 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 below, 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 Prime Trade 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 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 Prime Trade 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 notices, security interests, and encumbrances in favor of Prime Trade 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, Prime Trade 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 Prime Trade 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 Prime Trade Contractor from sole responsibility for the care and protection of such materials; nor relieve Prime Trade Contractor from risk of loss to such materials from any cause whatsoever; nor relieve Prime Trade 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 Prime Trade Contractor has submitted an Application for Payment in accordance with Article 9.3 above, 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 Prime Trade 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 above, University will inform Prime Trade Contractor as soon as practicable, but not later than 5 working days after receipt. Thereafter, Prime Trade 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 Prime Trade Contractor or University arising from the acts or omissions of Prime Trade Contractor or Subcontractors.
.3 Stop notices.
.4 Failure of Prime Trade 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 Prime Trade 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 Prime Trade Contractor to maintain and update as-built documents.
.9 Failure of Prime Trade Contractor to submit schedules or their updates as required by the Contract Documents.
.10 Failure to provide conditional or unconditional releases from an Subcontractor or supplier, if such waiver(s) have been requested by University's Representative.
.11 Performance of Work by Prime Trade Contractor without properly processed Shop Drawings.
.12 Anticipated liquidated damages commensurate with the number of days the Prime Trade Contractor fails to complete a critical activity by the date shown on the Master Project Schedule.
.13 Anticipated costs for acceleration under Article 2.6.3 of the General Conditions.
.14 Liquidated damages assessed in accordance with Article 6 of the Agreement.
.15 Failure to provide updated Reports of Subcontractor Information and Self-Certifications, as applicable.
.16 Failure to provide a Final Distribution of Contract Dollars with final Application for Payment.
.17 Any other failure of Prime Trade Contractor to perform its obligations under the Contract Documents.

9.4.4 Subject to the withholding provisions of Article 9.4.3 above, University will pay Prime Trade 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 SECURIITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW

9.5.1 At the request and expense of Prime Trade 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 Prime Trade Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such
9.5.2 Alternatively to Article 9.5.1 above, and at the request and expense of Prime Trade Contractor, University will deposit retention directly with Escrow Agent. Prime Trade 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 Prime Trade Contractor. Prime Trade 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 Prime Trade 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 Prime Trade 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 Project Substantial Completion or Final Completion upon 10 days' notice to Prime Trade 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 Prime Trade 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 Prime Trade Contractor against each other.

.4 Prime Trade 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 Prime Trade Contractor while the equipment is so operated. Prime Trade 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 of the General Conditions, will commence upon the first dates of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized. Equipment or systems shall not be considered fully utilized until all parts of the Project served by the equipment or systems are actually occupied and used.

.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 Prime Trade 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 Prime Trade Contractor's remaining Work.

.10 Prime Trade 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 Prime Trade Contractor shall continue to maintain all insurance required by the Contract in full force and effect and University shall maintain the Builder's Risk Policy on the entire Project through Final Completion unless otherwise specified in writing on the Certificate of Occupancy.

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. Substantial Completion shall not terminate the Builder's Risk policy for the Project unless otherwise identified on the Certificate of Substantial Completion.
9.7.2 When Prime Trade 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, and prepare and give to Prime Trade Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Prime Trade 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 Prime Trade Contractor to complete all Work in accordance with the Contract Documents. University's Representative will make an inspection to determine whether the Work is substantially complete. If University's Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Prime Trade Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Prime Trade Contractor shall then submit a request for another inspection by University's Representative to determine Substantial Completion. Costs for additional inspection by University's Representative shall be deducted from any monies due and payable to Prime Trade Contractor.

9.7.3 When University's Representative determines that the Work is substantially complete, University's Representative will prepare a Certificate of Substantial Completion for the Work on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Substantial Completion.

9.7.4 When University's Representative determines that all work of the Project 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 for the Project on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Project Substantial Completion and the responsibilities of University and Prime Trade Contractor for security, maintenance, utilities, insurance, and damage to the Work.

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

.1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the University has neither Beneficially Occupied nor accepted as Substantially Complete); or

.2 Are not accepted by the University.

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

9.7.6 The daily rate included in the Agreement and specifically identified as the rate to be paid to Prime Trade Contractor for Compensable Delays shall not apply to any delays occurring after Substantial Completion.

9.8 FINAL COMPLETION, FINAL PAYMENT, AND RELEASE OF RETENTION

9.8.1 Upon receipt of notice from Prime Trade 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 has occurred for all Prime Trade Contractors and all Project Work is complete. 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 Prime Trade Contractor, as set forth in Article 9.8.3, after:

.1 Prime Trade Contractor submits the final Application For Payment and all submittals required in accordance with Article 9.3;

.2 Prime Trade Contractor submits all guarantees and warranties procured by Prime Trade 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 Prime Trade 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 Prime Trade Contractor submit a final Application For Payment before making final payment and/or release of retention to Prime Trade 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 Prime Trade Contractor 35 days after the filing of the Notice of Completion.

9.8.4 Acceptance of final payment by Prime Trade Contractor shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by Prime Trade 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 Prime Trade 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 Prime Trade 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 Prime Trade Contractor or Subcontractors.
.3 Other property at the Project site and adjoining property.

10.2.2 Prime Trade 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, Prime Trade Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 Prime Trade Contractor shall designate a responsible member of Prime Trade 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 Prime Trade Contractor in writing to University and University's Representative.

10.2.5 Prime Trade 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, Prime Trade Contractor shall act to prevent or minimize damage, injury, or loss. Prime Trade Contractor shall promptly notify University's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and Prime Trade Contractor's action.

ARTICLE 11 – INSURANCE AND BONDS

11.1 PRIME TRADE CONTRACTOR'S INSURANCE

11.1.1 Prime Trade 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 Prime Trade 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 3.20 of the General Conditions regarding the scope and extent of Prime Trade Contractor's liability for Repair of Damaged Work.

11.1.2 The following policies and coverages shall be furnished by Prime Trade 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 Prime Trade 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 Prime Trade 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. Prime Trade 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 Prime Trade Contractor.

11.1.4 Prime Trade 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 Prime Trade Contractor to University prior to the commencement of Work by the Prime Trade 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 Prime Trade 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 Prime Trade Contractor and may be deducted from the Contract Sum.

11.1.6 Prime Trade Contractor's insurance as required by Article 11.1.2 above, 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 10 07 04 in combination with the CG 20 37 07 04 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Office (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 above.

11.1.7 The form and substance of all insurance policies required to be obtained by Prime Trade 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 above shall be issued by companies with ratings and financial classifications as specified in the Supplementary Conditions.
11.1.8 Prime Trade Contractor shall, by mutual agreement with University, furnish any additional insurance as may be required by University. Prime Trade 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 Prime Trade 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, Prime Trade Contractor shall submit to University copies of the policies obtained by Prime Trade Contractor.

11.2 **BUILDER'S RISK PROPERTY INSURANCE**

11.2.1 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. Prime Trade 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 Prime Trade Contractor as their respective interests, from time to time, may appear. Prime Trade 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 Prime Trade Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for Prime Trade Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve Prime Trade 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 Prime Trade Contractor.

2. Include a waiver of subrogation against Prime Trade Contractor, its agents, 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 Prime Trade 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 Prime Trade 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. Prime Trade 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 Prime Trade 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 Prime Trade 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 Prime Trade 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 Prime Trade 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, Prime Trade 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 of the Project not described as incomplete in the Certificate of Substantial Completion for the Project, on the date of Project Substantial Completion.

.2 For space beneficially occupied or for separate systems fully utilized prior to Project Substantial Completion pursuant to Article 9.6 of the General Conditions, from the first date of such Beneficial Occupancy or actual use, as established in a Certificate of Beneficial Occupancy.

.3 For all work of the Project other than .1 or .2 above, from the date of Final Completion.

12.2.2 Prime Trade 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. Prime Trade 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 Prime Trade Contractor shall diligently and continuously prosecute such correction to completion. Prime Trade 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. Prime Trade 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, Prime Trade Contractor shall pay to University all reasonable costs of correcting such Defective Work. Prime Trade 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 Prime Trade 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 Prime Trade Contractor nor accepted by University.

12.2.5 If Prime Trade 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 Prime Trade Contractor's expense.

12.2.6 If Prime Trade Contractor fails to pay the costs of such removal and storage as required by Articles 12.2.4 and 12.2.5 above 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. Prime Trade Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Prime Trade 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 Prime Trade Contractor is liable to University, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Prime Trade Contractor or the remaining payments are insufficient to cover such deficiency, Prime Trade Contractor shall promptly pay the difference to University.
12.2.7 Prime Trade Contractor’s obligations under this Article 12 are in addition to and not in limitation of its warranty under Article 3.4 of the General Conditions or any other obligation of Prime Trade Contractor under the Contract Documents. Enforcement of Prime Trade 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 Prime Trade Contractor under the Contract Documents. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Prime Trade Contractor to correct the Work and in no way limits either Prime Trade Contractor’s liability for Defective Work or the time within which proceedings may be commenced to enforce Prime Trade Contractor’s obligations under the Contract Documents.

ARTICLE 13 – TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 TERMINATION BY PRIME TRADE CONTRACTOR

13.1.1 Subject to Article 13.1.2 below, Prime Trade 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 Prime Trade Contractor, any Subcontractor, any employee or agent of Prime Trade 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 Documents 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 Prime Trade Contractor stating the nature of such default.

3. Repeated suspensions by University, other than such suspensions as are agreed to by Prime Trade Contractor under Article 13.3 below, 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 above, Prime Trade Contractor may, upon 10 days additional notice to University and University’s Representative, and provided that the condition giving rise to Prime Trade Contractor’s right to terminate is continuing, terminate the Contract.

13.1.3 Upon termination by Prime Trade Contractor, University will pay to Prime Trade Contractor the sum determined by Article 13.4.4 of the General Conditions. Such payment will be the sole and exclusive remedy to which Prime Trade Contractor is entitled in the event of termination of the Contract by Prime Trade Contractor pursuant to this Article 13.1; and Prime Trade 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. Prime Trade Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.

2. Prime Trade 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 Prime Trade Contractor’s property.

4. The commencement or completion of any Work activity is 14 days or more behind the date set forth in the Master Project Schedule for such Work activity, and which results in an Unexcusable Delay.

5. Prime Trade 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 Prime Trade 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. Prime Trade 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. Prime Trade Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from University.
.3 Prime Trade Contractor disregards Applicable Code Requirements.
.4 Prime Trade Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
.5 Prime Trade Contractor is in default of any other material obligation under the Contract Documents.
.6 Prime Trade 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 above, University may, at its election and by notice to Prime Trade 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 Prime Trade 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, Prime Trade Contractor shall remove any part or all of Prime Trade Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Prime Trade Contractor fails to do so, University may remove or store, and after 90 days sell, any of the same at Prime Trade Contractor's expense.

13.2.4 If the Contract is terminated by University as provided in this Article 13.2, Prime Trade 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 Prime Trade Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Prime Trade 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 Prime Trade 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 Prime Trade 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, Prime Trade 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 Prime Trade 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, Prime Trade 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 Prime Trade 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. Prime Trade 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 Prime Trade Contractor. Upon such termination, Prime Trade Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Prime Trade Contractor, University shall pay Prime Trade Contractor in accordance with Article 13.4.4 below.

13.4.2 Upon receipt of notice of termination under this Article 13.4, Prime Trade 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 Prime Trade Contractor's obligations under Article 13.4.2 above, as to bona fide obligations assumed by Prime Trade Contractor prior to the date of termination.

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

.1 The amount of the Contract Sum allocable to the portion of the Work properly performed by Prime Trade Contractor as of the date of termination, less sums previously paid to Prime Trade 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 Prime Trade 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 Prime Trade Contractor is entitled in the event of termination of the Contract by University pursuant to this Article 13.4; and Prime Trade 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

14.1.1 Prime Trade 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, over hearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Prime Trade 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. Prime Trade Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Prime Trade Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Prime Trade Contractor will report such actions immediately to the University Representative. Prime Trade 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. Prime Trade Contractor will report to University Representative within five (5) days after Prime Trade 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 Prime Trade Contractor shall comply and shall ensure that all Subcontractors comply with Section 12996, of the State of California Government Code.

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

.1 Prime Trade 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). Prime Trade 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 Prime Trade 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 Prime Trade Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Prime Trade 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 Prime Trade 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 Prime Trade Contractor is not a "responsible bidder" as to future contracts for which such Prime Trade Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of Prime Trade 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 Prime Trade 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 Prime Trade Contractor that, unless it demonstrates to the satisfaction of University within a stated period that the violation has been corrected, Prime Trade Contractor's bids on future projects will not be considered.

4 Prime Trade Contractor agrees that, should University determine that Prime Trade Contractor has not complied with this Article 14.2, Prime Trade 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 below for violation of prevailing wage rates. Such penalty amounts may be recovered from Prime Trade 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 Prime Trade 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 Prime Trade Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.

2 Prime Trade 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 Prime Trade 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, non-minority women, and minority men shall be available and given an equal opportunity for employment.

4 Prime Trade 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 Prime Trade Contractor shall include the provisions of the foregoing Articles 14.2.3.1 through 14.2.3.6 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 Prime Trade 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. Prime Trade 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. Prime Trade Contractor shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereeto, to all workers employed by Prime Trade Contractor in the execution of the Work. Prime Trade 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. Prime Trade 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 Prime Trade 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. Prime Trade 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 Prime Trade 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 Prime Trade Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Prime Trade 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 Prime Trade 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 Prime Trade Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

14.4.3 Prime Trade 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. Prime Trade Contractor shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and Prime Trade 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, Prime Trade Contractor shall have 10 days in which to comply following receipt of notice specifying in what respects Prime Trade Contractor must comply. Should noncompliance still be evident after the 10 day period, Prime Trade 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 Prime Trade 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 Prime Trade Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Prime Trade 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 Prime Trade 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. Prime Trade 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 Prime Trade Contractor or Subcontractors employ journeymen or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to a lay the cost of the apprenticeship program in the trade or craft, to which fund or funds other Prime Trade Contractors in the area of the Project site are contributing, Prime Trade Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Work in the same amount or upon the same basis and in the same manner done by the other contractors. Prime Trade Contractor may include the amount of such contributions in computing its bid for the Contract; but if Prime Trade Contractor fails to do so, it shall not be entitled to any additional compensation therefrom from University.

14.5.7 In the event Prime Trade 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 Prime Trade Contractor or Subcontractors of journeymen 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 Prime Trade 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. Prime Trade Contractor shall forfeit to University, as a penalty, $25 for each worker employed in the execution of this Contract by Prime Trade 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. Prime Trade 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.

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 Prime Trade 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 Prime Trade 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 Prime Trade 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 of the General Conditions.

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 Prime Trade Contractor’s books, records, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Prime Trade Contractor shall preserve all such records and other items 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 $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

[End]
SUPPLEMENTARY CONDITIONS – MULTIPLE PRIME TRADE

1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – PRIME TRADE CONTRACTOR, to include the following:

Prime Trade Contractor shall furnish copies of all licenses and certifications that are required by all public authorities having jurisdiction over Prime Trade Contractor, University, or the Project for personnel actively working on the project including subcontractors. All licenses and certifications shall be kept current and active during the course of the project.

ADD the following to Item 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.6 Prime Trade 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 Prime Trade Contractor and communications given to and received from Superintendent shall be binding on Prime Trade Contractor.

3.2.7 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, Prime Trade Contractor fails to complete the Contract on time, Prime Trade Contractor will be assessed Liquidated Damages in accordance with the Agreement.

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

3.2.9 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.

2. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 7 – CHANGES IN THE WORK

ADD the following to Item 7.3 CHANGE ORDER PROCEDURES

The Prime Trade Contractor shall complete and submit to the University the Report of Subcontractor Information form (Exhibit 14) prior to finalizing a change order.

3. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 8 – CONTRACT TIME

Rainy 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:

Total Number of days - 36 days

4. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 9 – PAYMENTS AND COMPLETION

ADD the following to Item 9.3 APPLICATION FOR PAYMENT

Prime Trade Contractor shall submit monthly Applications for Payment in the form of Exhibit 4 along with Contractor's/Subcontractor's Conditional and Unconditional Waivers in the form of Exhibits 10 and 11.

Submit one (1) original and one (1) copy of the Application for Payment to:

Capital Finance
% Facilities Design & Construction
UC Davis Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

Project No. M030667
Hospital Seismic Upgrade, Increment 4 - Decommission North/South Wing
5. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

Prime Trade 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 Form General Liability Insurance-Limits of Liability | |
| Each Occurrence-Combined Single Limit for Bodily Injury and Property | $2,000,000 |
| Products-Completed Operations Aggregate | $4,000,000 |
| Personal and Advertising Injury | | $2,000,000 |
| General Aggregate | $4,000,000 |

<table>
<thead>
<tr>
<th>11.1.2.2 Business Automobile Liability Insurance-Limits of Liability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident-Combined Single Limit for Bodily Injury and Property Damage</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>11.1.2.3 WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY –</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>(as required by Federal and State of California law)</td>
</tr>
<tr>
<td>Employer’s Liability:</td>
<td></td>
</tr>
<tr>
<td>Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Article 11.2.3 of the General Conditions is replaced in its entirety with the following:

11.2.3 Builder’s risk insurance coverage under this Article 11.2 will end on the earliest of any of the following:

1. sixty (60) days after the date a Certificate of Occupancy for the entire Project is issued by the University;

2. sixty (60) days after the date a Certificate of Occupancy for a part of the Project issued by the University, but coverage will end only for the part of the Project covered by such Certificate of Occupancy; or

3. the date of Final Completion established by the University in any Notice of Completion issued by the University.

The following article is added to the General Conditions:

11.1.2.4 The Prime Trade Contractor shall obtain, either itself or through the applicable Subcontractor(s) performing Work involving hazardous materials, Contractor’s Pollution Liability (CPL) insurance coverage for such Work AND an endorsement to either its CPL or Business Auto policies for transporting or hauling of hazardous materials. The insurance required by this paragraph 11.1.2.4 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 and include the University as Additional Insured by endorsement:

<table>
<thead>
<tr>
<th>CONTRACTOR’S POLLUTION LIABILITY - Limits of Liability</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Products-Completed Operations</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

If coverage is provided on a Claims-Made form, Prime Trade Contractor shall evidence coverage to include a three (3) year Extended Reporting Period beyond completion of such Work. Coverage must extend to Transportation and Hauling of hazardous materials. The University shall require a copy of the policy endorsement noting extension of
Transportation coverage. If this extension of coverage is not provided under the Contractor's or applicable Subcontractor's Contractor's Pollution Liability, then the Prime Trade Contractor/Subcontractor shall also be required to evidence the following under its Business Auto policy:

| BUSINESS AUTO - Combined Single Limit Per Accident | $5,000,000 |

Covering Transportation and/or Hauling of hazardous materials by amending the pollution exclusion of ISO Form CA 00010 6/92 (or its equivalent) in the following manner:
1. Delete Section a.(1)a.: (Pollution) "being transported or towed away by, or handled for movement into, onto or from the Covered Auto"
2. Delete Section a. (1)b.: "Otherwise in the course of transit by the insured."

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

6. MODIFICATION OF ARTICLE 14 – STATUTORY AND OTHER REQUIREMENTS

The following article is added to the General Conditions:

14.3.4 At no extra cost to University, Work performed on this Contract shall be subject to the University's Labor Compliance Program (hereinafter referred to as LCP; a copy of the LCP is posted at http://budget.ucop.edu/dc/documents/lcp.pdf, including without limitation, all requirements of California Code of Regulations, Title 8, Chapter 8, Subchapter 4 (commencing with section 16421). The primary function of the LCP is to ensure compliance with the prevailing wage requirements found in the Public Works Chapter of the Labor Code. Specific attention should be given to the following requirements:

1. A mandatory pre-job conference to discuss federal and state labor law requirements shall be conducted before commencement of the work with Contractors and Subcontractors listed in the bid or, if this is a design build contract, who are required to be identified or prequalified as part of the procurement process for the design build contract.

2. Certified payroll records be kept by the contractor in accordance with Labor Code Section 1776 and furnished to the LCP at times designated in the contract or LCP, which shall be at least monthly, or within 10 days of any request by the Awarding Body. Contract payments shall not be made when payroll records are delinquent or inadequate.

3. The University's LCP was approved by the Director of the Department of Industrial Relations on June 17, 2009. The limited exemption from prevailing wages pursuant to Labor Code Section 1771.5(a) does not apply to contracts under the jurisdiction of the LCP. The LCP is administered by [name of campus office administering the LCP]. Inquiries, questions, or requests for assistance with regard to the LCP may be made by calling [phone number].

4. Contractor and every Subcontractor required to submit certified payrolls and labor compliance documentation shall use the FM International Labor Compliance Program software LCPTracker provided by University. The software is a web-based system accessed by a web browser. Contractor and each Subcontractor will be provided a Log-On identification and password to access University's reporting system. Use of the system may entail additional data entry of weekly payroll information including, without limitation: employee identification, labor classification, total hours worked and hours worked on the project, wage and benefit rates paid, etc. The required software shall be used regardless of the ability to interface with Contractor's or Subcontractor's payroll and accounting software or system. On-line training in the use of the system is available via the Internet. University may elect to schedule training classes in the use of the LCPTracker and Contractor shall have all necessary personnel attend and shall require attendance by all Subcontractors.

7. 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.
8. INFECTIOUS ILLNESS PRECAUTIONS

a. The University is committed to avoiding the transmission of infectious diseases in and within the hospital. The Prime Trade Contractor shall inform all workers on the job site not to enter the hospital if they suspect they have a communicable illness that could be transmitted.

b. Influenza (the flu) is a contagious respiratory illness caused by the influenza virus. It can cause mild to severe illness, and at times can lead to death. The most effective way to prevent infection from an influenza virus is through annual flu vaccination.

c. All employees of Prime Trade Contractor and its Subcontractors working at the University are encouraged to have an annual influenza vaccine.

d. The University's Chief Medical Officer determines the relevant dates of the influenza season each year. Generally, influenza season extends from November to March, but can be longer.

e. During Flu Season, all of Prime Trade Contractor's and its Subcontractors' job site workers may be required to show verification that they received the flu vaccine.

f. In the event Prime Trade Contractor's and/or Subcontractors' job site workers cannot or refuse to verify receipt of the vaccine, or do not choose to be vaccinated, those employees will be required to wear a mask at all times while in any University Patient Care Areas for the duration of the influenza season. Patient Care Areas are defined as areas within, adjacent to, or opening into the following areas:

i. Admissions & Registration

ii. Patient Rooms/cubicles

iii. Hallways of units where patient rooms are located

iv. Nursing stations of units where patient rooms are located

v. Procedural areas

vi. Hallways connecting waiting areas and exam areas

vii. Visitor lounges

g. University's Project Manager, Inspectors, Infection Control Personnel, and Facilities Personnel may monitor compliance with these requirements.

9. CODE OF CONDUCT

a. The UC Davis Health Emergency Response Plan must be posted at all times in a visible location known to all project Prime Trade Contractors from beginning to end of the contract/construction schedule.

b. Any deliveries to the project site by common carrier must be marked "to the Prime Trade Contractor only" with the official project title clearly identified. A representative of the Prime Trade Contractor must be on-site and equipped to receive the delivery. The University will not receive any shipment on behalf of the Prime Trade Contractor.

c. You are required to provide your own trash container and/or to remove all debris from the site daily. The job inspector will show you where to locate your trash container.

d. The usage of all types of two-way radio devices MUST be approved. Usage of cellular phone devices within 3 feet of any medical device is not allowed. In areas where there are signs indicating "Cell Phones Must Be Turned Off", cell phone must be POWERED OFF, not simply in vibrate or silent mode. "Airplane" mode with Wi-Fi ON is acceptable in "OFF" areas.

e. You are reminded to comply with CAL/OSHA requirements for job safety. Designate a safety officer for the work place as required by OSHA and conduct a regular program of safety.

f. You will be responsible for your employees conduct while on the job site, i.e. whistling, profanity, garbage, dress code, etc. You are required to inform your employees working at the construction site that the University is
strongly opposed to sexual harassment and that such behavior is prohibited both by law and by University policy. It is the intention of the University to take whatever action may be needed to prevent, correct, and, if necessary, discipline behavior which violates this policy.

g. For the health and safety of patients, visitors, volunteers, and staff; smoking, the use of smokeless tobacco products, and the use of unregulated nicotine products (e-cigarettes) is NOT allowed on any UC Davis owned or leased property, indoors and outdoors, including, parking lots, roadways and residential spaces. Prime Trade Contractor is responsible for enforcement of this policy with all employees, workers, vendors, suppliers, and subcontractors at the job site.

h. You are required to establish a policy of non-discriminatory practice in all personnel actions.

i. In accordance with UCDMC Hospital Policies and Procedures Policy ID: 2202, identification badges are required and must be worn at all times while on campus. You are required to email your request to Project Manager at dcbrooks@ucdavis.edu to request identification badges for all employees and subcontractors.

j. The University strives to maintain campus communities and worksites free from the illegal use, possession, or distribution of alcohol or of controlled substances, as defined in schedules I through V of the Controlled Substances Act, 21 United States Code section 812, and by regulation at 21 Code of Federal Regulations section 1308. Unlawful manufacture, distribution, dispensing, possession, use, or sale of alcohol or of controlled substances by University employees and students in the workplace, on University premises, at official University functions, or on University business is prohibited. In addition, employees and students shall not use illegal substances or abuse legal substances in a manner that impairs work performance, scholarly activities, or student life.

k. The University prohibits and has zero tolerance for workplace violence. Any disruptive behavior, act of intimidation, threat of violence or act of violence committed against any person and or property is prohibited.

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<td>Exhibit 1</td>
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<td>Exhibit 3</td>
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<td>Exhibit 4</td>
<td>Application For Payment</td>
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<td>Exhibit 5A</td>
<td>Selection of Retention Options</td>
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<td>Exhibit 5B</td>
<td>Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention</td>
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<td>Exhibit 6</td>
<td>Submittal Schedule</td>
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<td>Conditional Waiver and Release Upon Progress Payment</td>
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<td>Exhibit 11</td>
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<td>Exhibit 12</td>
<td>Summary of Builder's Risk Insurance Policy</td>
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<td>Exhibit 14</td>
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<td>Exhibit 15</td>
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<td>Final Distribution of Contract Dollars</td>
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<td>Exhibit 21</td>
<td>Notice of Completion</td>
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**CERTIFICATE OF LIABILITY INSURANCE**
(for non-UCP Construction Projects and Consultant/Design Contracts)

**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 endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

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**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.**

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**Special Provisions:**
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, 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 2030 (10/01 or 07/04) but only in connection with Project No. M00667 - Hospital Seismic Upgrade, Increment 4 - Deconmissioning North/South Wing.
2. 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:** Facilities Design & Construction
UC Davis, Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
Attention: Contracts Group

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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 ______________________, 20_____, (the "Contract") for the work described as follows:

PROJECT NO.: M030657
PROJECT NAME: HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING

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 Section9100, 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 ______________________, 20_____,

Principal: ____________________________________________________________________________

(Name of Firm)

By: ________________________________________________________________________________

(Signature)

(Printed Name)

Title: ________________________________________________________________________________

Address for Notices: ____________________________________________________________________

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.
KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to [Principal Name], a contract dated the __________ day of __________, 20____, (the "Contract") is by this reference made a part hereof, for the work described as follows:

PROJECT NO.: M036667
PROJECT NAME: HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING

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 [Surety Name], 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)

Surety:

(Name of Firm)

(By)

(Signature)

(Printed Name)

Address for Notices:

Title:

NOTE: NOTARY ACKNOWLEDGEMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Exhibit 3
Performance Bond
EX-03 (January 1, 2015)
APPLICATION FOR PAYMENT

Number: ___________ Period to: ___________

TO UNIVERSITY: The Regents of the University of California, Facilities Design and Construction and University’s Representative: ___________________________

FROM CONTRACTOR: ______________________________________________________________

ADDRESS: ________________________________________________________________

PROJECT NAME: _____________________________________________________________

PROJECT NO.: _____________________________________________________________

FACILITY: Facilities Design and Construction

CONTRACT DATE: __________________________________________________________

APPLICATION DATE: _______________________________________________________

CHANGE ORDER SUMMARY:

Change Orders approved in previous months: Total: $ ___________ $ ___________

Change Orders approved this month:

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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 ± Line2) $ ___________
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)

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(Print Name)
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<td>TOTAL AMOUNT COMPLETED ON PRIOR APPLICATION FOR PAYMENT</td>
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SCHEDULE 1

TO

APPLICATION FOR PAYMENT COST BREAKDOWN

3 of 6
PROJECT NAME: 
CONTRACTOR: 
PROJECT NO.: 
APPLICATION NO.: 

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)            (Contractor)

By: ______________________  By: ______________________
    (Name)                  (Name)

__________________________  ____________________________
    (Title)                  (Title)

Date: __________________    Date: __________________

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

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Subcontracted Work Activity</th>
<th>Date Work Activity Completed</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

(Contractor)
By: ________________
    (Name)
    (Title)
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 _______________________, 20____, except those listed below:

_________________________________________________________________________

(Contractor)

By: ________________________________

(Name)

_________________________________________________________________________

>Title)
**SELECTION OF RETENTION OPTIONS**

I (we): ________________________________

(Contractor)

<table>
<thead>
<tr>
<th>SELECTION OPTION 1</th>
<th>Check here for Option 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>University will withhold retention</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OR SELECTION OPTION 2</th>
<th>Check here for Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>herewith elect to substitute securities in the form of:</td>
<td></td>
</tr>
</tbody>
</table>

| in lieu of retention being withheld by University for the above-referenced project. |
| or SELECT OPTION 3: |
| herewith elect to have retention on the above-referenced project paid directly into the Escrow Account. |

An Escrow Account will be opened with**:

<table>
<thead>
<tr>
<th>(Type of security)</th>
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</table>

<table>
<thead>
<tr>
<th>(Type of Security to be purchased)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>(Name of state or federally chartered bank in California)</th>
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</table>

<table>
<thead>
<tr>
<th>(Street)</th>
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</table>

<table>
<thead>
<tr>
<th>(City, County)</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>(State, Zip Code)</th>
</tr>
</thead>
</table>

On Behalf of Contractor*

<table>
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<tr>
<th>(Signature)</th>
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</table>

<table>
<thead>
<tr>
<th>(Name)</th>
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<tr>
<th>(Title)</th>
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</table>

On Behalf of University Acknowledged and Approved

<table>
<thead>
<tr>
<th>(Signature)</th>
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<table>
<thead>
<tr>
<th>Joel Swift, AIA, LEED AP</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>(Name)</th>
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</table>

<table>
<thead>
<tr>
<th>Director</th>
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</table>

<table>
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<tr>
<th>(Title)</th>
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</table>

* 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"**).

** 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.

**If Option 2 or Option 3 is selected, an Escrow Agreement (Exhibit 5B) must be completed and submitted to the University.**
RETURN THIS AGREEMENT SIGNED BY CONTRACTOR AND ESCROW AGENT TO:

UNIVERSITY OF CALIFORNIA, DAVIS HEALTH
Facilities Design and Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

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 HOSPITAL SEISMIC UPGRADE, INCREMENT 4 - DECOMMISSION NORTH/SOUTH WING

Project Number M030667

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, Davis Health System, Facilities Design and Construction, 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.


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. Joel Swift, AIA, LEED AP
   (Name)
   ____________________________ (Signature)
   916-734-7024
   (Telephone Number)

2. Thomas Emme
   (Name)
   ____________________________ (Signature)
   916-734-7024
   (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:**

<table>
<thead>
<tr>
<th>By</th>
<th>(Signature)</th>
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<tbody>
<tr>
<td>By</td>
<td>(Printed Name)</td>
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<tr>
<td>By</td>
<td>(Title)</td>
</tr>
<tr>
<td>By</td>
<td>916-734-7024</td>
</tr>
<tr>
<td>By</td>
<td>(Telephone Number)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>By</th>
<th>Joel Swift, AIA, LEED AP</th>
</tr>
</thead>
<tbody>
<tr>
<td>By</td>
<td>(Printed Name)</td>
</tr>
<tr>
<td>By</td>
<td>Director</td>
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<tr>
<td>By</td>
<td>(Title)</td>
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<tr>
<td>By</td>
<td>916-734-7024</td>
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<tr>
<td>By</td>
<td>(Telephone Number)</td>
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</table>

**Contractor:**

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<th>By</th>
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<tr>
<td>By</td>
<td>(Printed Name)</td>
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<tr>
<td>By</td>
<td>(Title)</td>
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<tr>
<td>By</td>
<td>(Telephone Number)</td>
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</table>

**Escrow Agent:**

<table>
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<th>By</th>
<th>(Signature)</th>
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<tbody>
<tr>
<td>By</td>
<td>(Printed Name)</td>
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<tr>
<td>By</td>
<td>(Title)</td>
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<tr>
<td>By</td>
<td>(Telephone Number)</td>
</tr>
</tbody>
</table>
# SUBMITTAL SCHEDULE

**Project Name:**

**Project Number:**

**Facility:** Facilities Design and Construction

**Contract Date:**

**Subcontractor:**

**Specification Section:**

**Work Activity:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Scheduled Completion Date</th>
<th>Actual Completion Date</th>
<th>Calendar Days Required to Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Received by Contractor and Time for Checking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. First Delivered to University's Representative and Time for Checking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Return to Contractor</td>
<td></td>
<td></td>
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<tr>
<td>4. Corrections Completed and Time for Corrections</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Next Delivered to University's Representative and Time for Checking</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6. Return to Contractor</td>
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<td></td>
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<tr>
<td>7. Approval for Job Information</td>
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<tr>
<td>8. Approval for Fabrication and Time for Fabrication</td>
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<tr>
<td>9. Fabrication Completed</td>
<td></td>
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</tr>
<tr>
<td>10. Shipping Date and Time Enroute</td>
<td></td>
<td></td>
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<tr>
<td>11. Delivery to Job</td>
<td></td>
<td></td>
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</tbody>
</table>
COST PROPOSAL

Date: ___________________________ Change Order Request No.: ____________________

Project No.: __________________________

Project Name: __________________________

University of California, Davis Health
Facilities Design and Construction

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," and (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary."

2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" 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: ___________________________

(Contractor)

By: ___________________________

(Signature)

Title: ___________________________

Date: ___________________________

Received: ___________________________

(University's Representative)

By: ___________________________

(Signature)

Title: ___________________________

Date: ___________________________
COST PROPOSAL SUMMARY

Change Order Request No.: ____________
Contractor Name: ____________________________________________

University of California, Davis Health
Facilities Design and Construction

<table>
<thead>
<tr>
<th>Actual Costs</th>
<th>(1) Contractor</th>
<th>(2) 1st Tier Subs</th>
<th>(3) 2nd &amp; Lower Tier Subs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Straight Time Wages/Salaries – Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Fringe Benefits and Payroll Taxes – Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Overtime Wages/Salaries – Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Fringe Benefits and Payroll Taxes – Overtime</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Materials and Consumable Items</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Sales Taxes (On line 5)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7. Rental Charges</td>
<td></td>
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<tr>
<td>8. Royalties</td>
<td></td>
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<td></td>
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<tr>
<td>9. Permits</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>10. Total Direct Expense (Sum of lines 1-9)</td>
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<tr>
<td>11. Insurance &amp; Bonds (up to 2% of line 10)</td>
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<td></td>
</tr>
<tr>
<td>12. Sub-Sub (15% of line 10; col. 3)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>13. Subcontractor (5% of line 10; col. 3)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>14. Subcontractor (15% of line 10; col. 2)</td>
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<td></td>
</tr>
<tr>
<td>15. Contractor (5% of line 10; col. 2 &amp; 3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Contractor (15% of line 10; col. 1)</td>
<td></td>
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<tr>
<td>17. Contractor Fee (Sum of lines 12-16)</td>
<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>18. Sum of lines 10, 11, &amp; 17</td>
<td></td>
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</tr>
</tbody>
</table>

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.
SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Contractor/Subcontractor Name: ______________________________
Change Order Request No.: __________________
Work Activity: __________________

University of California, Davis Health
Facilities Design and Construction

<table>
<thead>
<tr>
<th>COST ITEM</th>
<th>DESCRIPTION</th>
<th>COST (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Straight Time Wages/Salaries – Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Fringe Benefits and Payroll Taxes – Labor: % of line 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Overtime Wages/Salaries – Labor (Attach University Representative's written authorization)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Fringe Benefits and Payroll Taxes – Overtime: % of line 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Materials and Consumable Items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Sales Taxes: % of line 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Rental Charges (attach CalTrans' Schedule)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Royalties</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Permits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Total Direct Expense – sum of lines 1-9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Insurance and Bonds % of line 10 (up to 2% of line 10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>12. Sum of lines 10 and 11</td>
<td></td>
</tr>
</tbody>
</table>

(Company Name) ________________________________ (Contractor’s Company Name) ________________________________
(Signature) ________________________________ (Signature) ________________________________
(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.
Date

CONTRACTOR NAME
ADDRESS
CITY, STATE, ZIP
(###) ###-####
(###) ###-#### Fax

Subject:

Description:

Attachments:

Method of determining a change in contract sum:

Estimated Adjustment of Sum:

Funds Approved By: 

FD&C Capital Finance

Date: 

University's Authorization to proceed with this field order:

Signed By: 

(Project Manager)

Date: 

Contractor's acceptance of the above estimated adjustments in contract sum and time:

Signed By: 

(Contractor)

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. A detailed cost breakdown and completed distribution of contract dollars must be submitted to UCDMC FD&C before the Change Order can be processed.

CC: Inspector, Consultant, File
CHANGE ORDER #
UNIVERSITY OF CALIFORNIA, DAVIS, MEDICAL CENTER
Project Title
Contract Title
PROJECT #
Sub #

Date

CONTRACTOR NAME
ADDRESS
CITY, STATE, ZIP
(###) #### ####
(###) #### ####

Subject:

Description of Change:

Reason for Change:

Adjustment in Contract Sum
Original Contract Sum:
Prior Adjustments:
Contract Sum Prior to this Change:
Adjustment for this Change:
Revised Contract Sum:

Adjustment in Contract Time
Original Contract Time:
Prior Changes:
Adjustment for this Change:
Revised Contract Time:
Contract Completion Date:

Funding Information

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

RECOMMENDED:
By:________________________
Date:_______________________

ACCEPTED:
By:________________________
Date:_______________________

Funds Approved:
By:________________________
Date:_______________________

CHANGE ORDER FULLY EXECUTED:
By:________________________
Date:_______________________

APPROVED:
UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By:________________________
Date:_______________________
CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information
Name of Claimant:
Name of Customer:
Job Location:
Owner:
Through Date:

Conditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:
Amount of Check: $
Check Payable to:

Exceptions
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release:
Amount(s) of unpaid progress payment(s): $
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature:
Claimant's Title:
Date of Signature:

Exhibit 10
Conditional Waiver and Release Upon Progress Payment
EX-10 (January 1, 2015)
UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant: ____________________________________________
Name of Customer: ____________________________________________
Job Location: ________________________________________________
Owner: _______________________________________________________
Through Date: ________________________________________________

Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $___________

Exceptions
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature: _________________________________________
Claimant's Title: ______________________________________________
Date of Signature: ____________________________________________
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 page 15). Therefore, this document should be used as a guideline only.

INSURANCE COMPANY:  Allianz Global Risks U.S. Insurance Company

BEST’S RATING:  A+

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 of or direct physical damage to Insured Property while at the construction site, stored off-site, or in the course of transit within the Territorial Limits specified in the Schedule during the Period of Insurance of each Insured Project.

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
$ 25,000,000 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 (Total Project Value (TPV)) 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 (TPV) should be subsequently increased, once advance notice has been given by the University's Representative to Willis Towers Watson.

KEY SUBLIMITS (percentage or dollar value, whichever is less):

1.  $25,000,000 for Wood Frame Construction
2.  $25,000,000 for Joisted Masonry Construction
3.  $50,000,000 for Structural Renovations
4.  $500,000 for Pollution Cleanup Expenses
5.  15% of the declared estimated Total Project Value or minimum of $2,500,000, subject to a maximum of $30,000,000 for Demolition and Increased Cost of Construction
6.  25% of the adjusted property damage loss or minimum of $1,000,000, subject to a maximum of $5,000,000 for Expediting Expense/Extra Expense
7.  10% of the declared estimated Total Project Value or minimum of $2,500,000, subject to a maximum of $10,000,000 for Insured Property while Stored Off-site
8. 10% of the declared estimated Total Project Value or minimum of $2,500,000, subject to a maximum of $10,000,000 for Insured Property while in the Course of Inland Transit (continental US)

9. 25% of the declared estimated Total Project Value or minimum of $2,500,000, subject to a maximum of $30,000,000 for Debris Removal

10. $750,000 for Valuable Papers

11. $1,000,000 for Trees, Grass, Shrubbery, Seed and Plants

12. 10% of estimated Total Project Value or minimum of $1,000,000, subject to a maximum of $10,000,000 for Frost, Freeze, Falling of Ice

13. 15% of the adjusted property damage loss or minimum of $1,000,000, subject to a maximum of $15,000,000 for Green/LEED Rating System

14. 10% of the adjusted property damage loss or minimum of $250,000, subject to a maximum of $500,000 for Mold/Fungi

15. 5% of the declared estimated Total Project Value or minimum of $1,000,000, subject to a maximum of $10,000,000 for additional Architects, Engineering and Professional Fees

16. $500,000 for Claims Preparation Expenses

17. $750,000 for Protection Services and Equipment Refills

18. $50,000 for Reward Payment

19. $1,000,000 for Off Premises Service Interruption – Direct Damage

KEY 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 INSURED

General Contractors, Construction Managers and subcontractors of every tier. Additionally, any other person or entity(ies) as identified on a Project Declaration Endorsement, Quarterly Report Endorsement, or to the extent required by a written contract or agreement. As respects architects, engineers, manufacturers and suppliers, the foregoing is limited to their site activities only.

ATTACHMENT/TERMINATION

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement or in a Project Declaration Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2017 at 12:01AM and ends on September 1, 2020 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 Estimated Dates of Commencement and Completion of Work as indicated on the original Builder's Risk Insurance Application. If construction is not completed on time and coverage beyond the Estimated Date of Completion of Work is required, prior notification must be given by the University Representative to Willis Towers Watson in order to ensure that coverage remains in force for the project.
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
MASTER BUILDER’S RISK PROGRAM
COVERAGE SUMMARY

DEDUCTIBLES (Basis for determining Deductible is the Total Project Value on record with the insurance company at time of loss. Total Project Value will correspond with the Total Estimated Construction Cost reported.)

NOTE: The contractor shall be responsible for the deductibles.

- All Other Perils (except Water Damage; Electrical/Mechanical Breakdown and/or Hot-testing)
  - $10,000 for Projects up to a value of $25,000,000
  - $25,000 for Projects exceeding $25,000,000 in value

- Water Damage
  - $25,000 for projects up to a value of $25,000,000
  - $50,000 for projects valued $25,000,000 up to $50,000,000
  - $75,000 for projects exceeding $50,000,000 in value

- Frost/Freeze/Falling Ice: $100,000

- Electrical/Mechanical Breakdown and/or Hot Testing
  - $50,000 for Projects up to a value of $25,000,000
  - $100,000 for Projects valued $25,000,000 up to $100,000,000
  - $250,000 for Projects exceeding $100,000,000 in value

KEY EXCLUSIONS

PROPERTY EXCLUDED

This Policy does not insure:

1. Land, but this exclusion does not apply to excavation and grading as long as the cost of the excavation and grading is included in the Limit of Liability as stated in Confirmation of Coverage.

2. Contractor’s plant and equipment, machinery, tools, or property of similar nature not destined to become a permanent part of the Insured Project but this exclusion shall not apply to formwork, fences, shoring, falsework and temporary buildings as long as the value of these items are included in the estimated Limit of Liability as stated in Confirmation of Coverage.

3. Automobiles or other vehicles, watercraft or aircraft.


5. Accounts, bills, currency, deeds, securities, books, records, manuscripts, other similar papers, or data processing media.

6. Existing buildings or structures or any other existing property.

7. Owner supplied material, equipment, machinery and supplies, unless the value of such is included in the Limit of Liability as stated in Confirmation of Coverage.

8. Transmission and/or distribution lines; including wires, cables, poles, towers and all equipment attached thereto beyond 1,000 feet from the perimeter of the project site.

9. Partially or completely excavated or open trench, pipeline or workface, at any one time beyond 1,000 feet in length.

EXCLUDED CAUSES OF LOSS

1. Loss or damage caused by, or resulting from, wear and tear, moth, vermin, termites or other insects, inherent vice, latent defect, gradual deterioration, wet or dry rot and rust, corrosion, erosion or normal settling, shrinkage, and/or expansion of buildings and/or foundations.

2. Any loss of use or occupancy or consequential loss of any nature howsoever caused.

3. Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.

4. Hostile or warlike action.

5. Nuclear reaction, nuclear radiation, or radioactive contamination.
6. Any cost or expenses incurred to test for, monitor, or assess the existence, concentration or effects of Fungi.

7. Loss or damage caused by or resulting from infidelity or dishonesty on the part of the Insured and/or any employee of the Insured; inventory shortage or unexplained disappearance.

8. Loss or damage caused by or resulting from the enforcement of any ordinance or law, or any order of governmental or municipal authority; by suspension, lapse, termination and/or cancellation of any license, lease, or permit, or any injunction or process of any court, unless otherwise endorsed herein.

9. Loss or damage caused by, resulting form, contributed to or made worse by actual, alleged, or threatened release, discharge, escape or dispersal of Contaminants and/or Pollutants.

10. Loss or damage to Insured Property while aboard any aircraft or watercraft.

11. The cost of making good faulty or defective workmanship, material, construction, designs, plans and/or specifications unless direct physical loss or direct physical damage not otherwise excluded under this policy ensues and then this Policy will cover such ensuing loss or damage only.

12. Loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of Electronic Data from any cause whatsoever.

13. Loss or damage to Used Equipment caused by mechanical and/or electrical breakdown.

14. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Land Movement.

15. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Flood.

16. Loss or damage covered under any guarantee or warranty, expressed or implied, by any manufacturer or supplier whether or not such manufacturer or supplier is an Insured under this policy.

17. Terrorism.

18. Loss or damage arising out of the performance of the professional activities of any consulting engineer, architect, or designer, or any person employed by them or any others whose acts they are legally liable for whether or not named as an Insured under this Policy.

SELECTED EXTENSIONS OF COVERAGE

1. EXPEDITING/EXTRA EXPENSES

Subject to the stated sublimit, this Policy is extended to cover extra charges for overtime, night work, work on public holidays, the extra cost of rental construction equipment, express freight, including air freight all incurred solely:

A. to facilitate the repair or replacement of the Insured Property which has sustained physical loss or physical damage from a peril insured, or;

B. which are necessary to return the work on the Insured Property to the same schedule actually being observed immediately prior to the sustaining of physical loss or physical damage from a peril insured.

This Policy does not cover charges incurred to expedite work on parts of the Insured Property which have not sustained physical loss or physical damage.

2. DEMOLITION AND INCREASED COST OF CONSTRUCTION

A. Subject to the stated sublimit, in the event of direct physical loss and/or direct physical damage by perils insured under this Policy, the Company shall also pay:

(i) The increased cost to repair, replace or re-erect the Insured Property caused by the enforcement of any building, zoning or land use ordinance or law in force at the time of loss. If the Insured Property is replaced, it must be intended for similar occupancy of the current Insured Property, unless otherwise required by zoning or land use ordinance or law.
(ii) The cost to demolish and clear the construction site of undamaged parts of the Insured Property caused by the enforcement of any building, zoning or land use law in force at the time of the loss.

B. In no event, however, shall the Company be liable for costs associated with the enforcement of any ordinance or law which requires 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 discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, waste materials or other irritants, any Contaminants and/or Pollutants.

C. The Company shall not pay for the increased cost of construction until the Insured Property is actually repaired, replaced, or re-erected at the same construction site or elsewhere and as soon as reasonably possible after the loss or damage, not to exceed thirty (30) months.

D. In no event, however, shall the Company pay more:

(i) If the Insured Property is repaired, replaced or re-erected at the same construction site than the amount the insured actually spends to:

a) Demolish and clear the construction site; and

b) Repair, replace or re-erect the Insured Property but not for more than property of like height, floor area and style at the same construction site.

(ii) If the Insured Property is not repaired, replaced, or re-erected at the same construction site than:

a) The amount the insured actually spends to demolish and clear the construction site; and

b) The cost to replace, at the same construction site, the damaged or destroyed Insured Property with other property;

1) of like kind and quality;

2) of like height, floor area and style; and

3) used for the same purpose.

(iii) Than the stated sublimit of Demolition and Increased Cost of Construction.

3. PROTECTION SERVICES AND EQUIPMENT REFILLS

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to Insured Property by perils insured under this Policy, this insurance shall also pay the cost for services rendered by the Fire Department, Police Department or other governmental authority to save or protect Insured Property from direct physical loss or damage by an insured peril, for which the Insured is liable, provided they are assumed by contract or written agreement prior to a loss or they are required by a local ordinance.

This policy also covers cost or expense to recharge or refill any fire protective equipment owned, in the control of, or used to protect the Insured Property when discharged:

A. To prevent or control direct physical loss or direct physical damage by an insured peril; or

B. Accidentally; or

C. As a result of malfunction of the equipment.

In respect items B. and C. above, the Company will pay for amounts in excess of amounts recoverable under any manufacturer's or supplier's warranty.

4. PLANS, BLUEPRINTS, AND SPECIFICATIONS

Subject to the stated sublimit, in the event of direct physical damage to records, documents, drawings, plans, blueprints or specifications by perils insured under this policy, this insurance shall also pay the costs of mechanical reproduction from originals.
5. TREES, GRASS, SHRUBBERY, SEED AND PLANTS

Subject to the stated sublimit, this policy is extended to insure direct physical loss or direct physical damage to trees, grass, shrubbery, seed and plants caused by or resulting from fire, lightning, windstorm, hail, explosion, smoke, collision by aircraft or vehicle, riot, riot attending a strike or civil commotion, vandalism or malicious mischief.

6. DEBRIS REMOVAL

Subject to the stated sublimit, in the event of direct physical loss or physical damage to Insured Property by perils insured under this policy, this insurance shall also pay the cost of removal of material and debris being a part of the Insured Property located at the construction site and the cost to demolish and clear the construction site of undamaged parts caused by the enforcement of any building, zoning or land use law in force at the time of the loss.

This Policy also covers cost or expense to:

A. Extract Contaminants and/or Pollutants from the debris; or
B. Extract Contaminants and/or Pollutants from land and/or water; or
C. Remove, restore, or replace land and/or water made necessary due to the presence of Contaminants and/or Pollutants; or
D. Remove or transport any property, material, or debris to a site for storage or decontamination required because the property, material, or debris is affected by Contaminants and/or Pollutants, whether or not such removal, transport, or decontamination is required by law or regulation.
E. This sub-clause (Items A - D above), is subject to a sublimit for Pollution Cleanup Expenses.

It is a condition precedent to recovery under this clause, that the Company shall have paid, or agreed to pay for direct physical loss or direct physical damage to the Insured Property and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or the cost of cleanup no later than (12) twelve months after the date the original physical loss or physical damage occurred.

7. ARCHITECT, ENGINEERING AND PROFESSIONAL FEES

Subject to the stated sublimit, Architect, Engineering and Professional Fees shall mean the additional architectural and engineering expenses, excluding any costs for redesign or betterment, or owner’s consultant service expenses, or owner’s legal, appraisal, title and/or inspection fees incurred to facilitate repair or replacement of the Insured Property which has sustained physical loss or physical damage from an insured peril.

8. GREEN/LEED

Subject to the stated sublimit, in the event of a direct physical loss or direct physical damage not otherwise excluded in the policy to Insured Property by perils insured under the policy the Insurer shall also pay the reasonable additional cost, if any, incurred by the Insured to repair or replace such damaged or destroyed Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System.

Coverage under this extension applies only if the Insured Project has been registered with the US Green Building Council during the Period of Insurance specified as stated in Confirmation of Coverage and prior to any loss, and only to the initial and intended building certification level that has been registered with the US Green Building Council, in accordance with the criteria outlined in order to comply with the requirements of the LEED Rating System existing at the time of the loss or damage to the Insured Project, which upon completion will undergo the process of being certified by the US Green Building Council.

This coverage extension includes the additional coverages below as part of and not in addition to the sublimit as stated:

(1) CERTIFICATION FEES
Coverage is provided herein for the registration and certification fees charged by U.S. Green Building Council for the Insured to obtain LEED certification;

(2) COMMISSIONING EXPENSE
Coverage is provided herein for the reasonable expense incurred by the Insured to hire a professional engineer to provide commissioning or retro-commissioning services, including overseeing the repairs and replacement of damaged or destroyed Insured Property in order to verify and document that the replacement systems have been installed and calibrated properly and perform according to the documented design criteria and manufacturers’ specifications; and to conduct a Test-and-Balance analysis of heating, ventilating or air conditioning systems (HVAC) as part of the commissioning or retro-commissioning, even if the HVAC system did not sustain any physical loss or damage;
(3) FLUSH-OUT OF RECONSTRUCTED SPACE
Coverage is provided herein for the reasonable expense incurred by the Insured to flush out the reconstructed space with 100% outside air through new filtration media following reconstruction in a manner consistent with the LEED Rating System;

(4) LEED ACCREDITED PROFESSIONAL FEES
Coverage is provided herein for the reasonable expense incurred by the Insured to hire a LEED Accredited Professional to participate in the design and construction of the damaged or destroyed building.

(5) RECYCLING EXPENSE
DEBRIS REMOVAL is extended to cover the reasonable additional cost incurred, if any, to sort, collect and transport recyclable debris to recycling facilities instead of landfills. Any income or remuneration derived from this recycling will be used to reduce the amount of the loss.

GREEN / LEED EXCLUSIONS:
No coverage is provided under this extension:

A. If no such products or materials exist at the time of the loss or damage; or
B. If the Insured does not repair or replace the damaged or destroyed Insured Property.

In no event will the policy pay more than the lesser of the:

A. The cost to repair; or
B. The cost to replace;

the damaged Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System existing at the time of the loss or damage.

No coverage is provided under this extension of coverage for any of the following items:

A. Re-registering the insured project with the US Green Building Council.
B. Failure to meet the registered LEED Building Rating certification level.
C. Land and land values.
D. Any additional cost incurred to comply with any law or ordinance.
E. Personal property of others in the Insured's care, custody or control.
F. Raw materials, stock-in-process and finished goods.
G. Motor vehicles.
H. Property located outside the Territorial Limits of the policy.

9. CLAIMS PREPARATIONS EXPENSE
Subject to the stated sublimit, this policy is extended to include reasonable expenses incurred by the Insured, or by the Insured’s representatives for preparing the details of a claim resulting from a loss which would be payable under this policy. However, the Company shall not liable for expenses incurred by the Insured in utilizing or retaining the services of attorneys, insurance agents or brokers; or any subsidiary, related or associated entities either partially or wholly owned by an attorney or public adjuster.

10. MOLD/FUNGI
Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, the insurance shall also pay, subject to the Limit of Liability and the terms, conditions, and limitations of this policy, the cost to clean up or remove Mold/Fungi from Insured Property located at the construction site.

Notwithstanding any terms or conditions, this policy does not insure any cost or expense incurred to test for, monitor, or assess the existence, concentration or effects of Mold/Fungi.

11. REWARD PAYMENT
Subject to the stated sublimit, the Company will reimburse the Named Insured for rewards that the Named Insured paid to others for information leading to:

A. The successful return of undamaged stolen Insured Property to the Insured or a law enforcement agency; or
B. The arrest and convictions of any persons responsible for having damaged or stolen Covered Property.
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
MASTER BUILDER'S RISK PROGRAM
COVERAGE SUMMARY

The reward payments must be documented.

The most that the Company will pay under this Coverage Extension in any one "occurrence" is 25% of the covered loss of or damage to Insured Property, prior to the application of any applicable Deductible and recovery of any Insured Property, up to the stated Sublimit.

12. OFF-PREMISES SERVICE INTERRUPTION – DIRECT DAMAGE

Subject to the stated sublimit, the Company will pay for direct physical loss of or damage to Insured Property at the project site directly caused by an off premises service interruption. The interruption must result from direct physical loss or damage directly caused by a covered cause of loss to property located away from the project site and used to provide any of the following services to the project site:

A. Water;
B. Power, including steam and natural gas; or
C. Communication, including video, voice and data.

SELECTED GENERAL CONDITIONS

1. REQUIREMENTS IN CASE OF LOSS

In the event of loss or damage to Insured Property the Insured shall:

A. Give immediate notice to the insurance company;
B. Protect the Insured Property from further loss or damage;
C. Within ninety (90) days from the date of discovery of the loss or damage, the Named Insured shall render a statement to the Insurer signed and sworn to by the Named Insured stating the knowledge and belief of the Insured as to the time and cause of the loss or damage and the interest of the Insured and all others in the Insured Property;
D. Exhibit to any person designated by the Insurer all that remains of the Insured Property;
E. Coordinate and cooperate with investigation and/or inspection of property and provide documentation as requested by the insurance adjuster. Do NOT destroy or salvagle damaged property unless authorized to do so by the insurance adjuster.
F. Submit to examinations under oath by any person named by the Insurer and produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representative, and permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents shall be deemed to be a waiver of any defense which the Insurer might otherwise have with respect to any loss or claim; but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
G. Subject to the Limit of Liability and the terms, conditions, and limitations of the policy, all adjusted losses shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of the satisfactory proof of interest and loss to the Insurer. No amount shall be paid on an adjusted loss or made good if the Insured has collected the same from others.

2. VALUATION

Subject to the Limit of Liability, sublimits or Aggregate Limit of Liability, the Insurer shall not be liable beyond the cost to repair, replace, or re-erect the Insured Property at the time and place of loss, with materials of like kind and quality, less the cost of betterment, salvage, or other recovery including contractors reasonable profit and overhead in the proportion as that included in the original contract documents, or 15% profit and overhead, whichever is lesser. If the Insured Property is not replaced, then the loss shall be settled on the Actual Cash Value basis with proper deduction for depreciation, salvage or other recovery and exclusive of profit and overhead.

3. PROTECTION OF PROPERTY

In the case of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, it shall be lawful and necessary for the Insured, his or their factors, servants, or assigns, to sue, labor, and travel for in and about the
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
MASTER BUILDER’S RISK PROGRAM  
COVERAGE SUMMARY

defense, safeguard, and recovery of the Insured Property, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or Insurer, in recovering, saving, and preserving the Insured Property in case of loss, be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Insurer proportionately to the extent of their respective interests.

4. OTHER INSURANCE

This Policy shall not provide coverage to the extent of any other insurance, whether prior or subsequent hereto in date, and by whomsoever effected, directly or indirectly covering the same property against the same peril; and the Company shall be liable for direct physical loss or direct physical damage only for the excess value beyond the amount due from such other insurance, subject to the applicable Deductible.

5. INSUREDS’ REPRESENTATIVE

The first Named Insured shall be the sole and irrevocable agent of each and every Insured for the purpose of:

A. Payment of premium;
B. Giving or receiving notice of cancellation;
C. Requesting amendments to this policy and accepting amendments to the policy made by the Insurer.

6. LOSS PAYABLE

Loss, if any, shall be payable to the first Named Insured and/or its assigned designee.

7. PARTIAL OCCUPANCY OR USE

Notwithstanding anything to the contrary elsewhere in the policy, the Owner and/or tenants may occupy or use any completed or partially completed portion of the Insured Property, provided that the Insured warrants that all fire protection shall be in service and fully operational during such occupancy or use.

SELECTED DEFINITIONS

The following terms have been defined in the Master Policy and will be applied in the interpretation of certain wording used herein or within the Master Policy.

1. FLOOD:

Flood shall mean the rising, overflowing or breaking of boundaries of rivers, lakes, streams, ponds or similar natural or man-made bodies of water, or from waves, tidal waves, tidal waters, wave wash, or spray from any of the foregoing, surface waters, rain accumulation run off, all whether driven by wind or not.

2. CONTAMINANTS OR POLLUTANTS:

Contaminants and/or Pollutants shall mean any material which after its release or discharge can cause or threaten damage to human health and/or human welfare, or causes or threatens damage, deterioration, loss of value, marketability and/or loss of use to Insured Property; including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and/or Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

3. LAND MOVEMENT:

Land Movement shall mean all land movement however caused, whether by natural event or man-made including but not limited to, earthquake, volcanic eruption, tsunami, subsidence, landslide, mudflow, or rockfall.

4. OCCURRENCE:

Occurrence shall mean any one loss, disaster, or casualty, or series of losses, disasters, or casualties arising out of one event. With respect to the perils of Flood, Land Movement, or riots, one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours. With respect to the peril of Water Damage, one event shall be construed to be all losses arising during a continuous period of ninety-six (96) hours.

The Insured may choose the time from which any such period shall be deemed to have commenced, provided it shall not be earlier than the time of the first loss sustained by the Insured during the Occurrence.
5. WATER DAMAGE:

All water damage excluding flood, however caused, whether by natural event or man-made, 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.

PROJECTS EXCLUDED AND/OR MUST BE UNDERWRITTEN SEPARATELY. THESE PROJECTS MAY BE SUBJECT TO DIFFERENT RATES, DEDUCTIBLES, TERMS AND CONDITIONS.

(A) Construction Cost exceeds:
   - $150 Million regardless of Construction Type (Standalone project-specific policy may apply on projects over $100 Million)
   - $25 Million for Wood Frame (Standalone project-specific policy may apply on projects over $10 Million)
   - $25 Million for Joisted Masonry
   - $50 Million for Structural Renovations

(B) Project involves the following:
   - Construction occurring outside of the State of California
   - Co-Generation Facility
   - Stadium or arena
   - Bridge
   - Tunnel
   - Excavations greater than 1,000 feet in length or 40 feet in depth
   - Transmission and/or distribution lines extending greater than 1,000 feet in length from the perimeter project site including cable, telecom, wires, poles, towers, and electrical
   - Directional Drilling
   - Gas Turbine
   - Power Plants

(C) Project involves the following, without being delivered in combination with other new "ground-up" construction:
   - Water or Sewer Pipelines, Cut and Cover, Open Trench, Utility Relocations (exceeding $25M in value), Central Utility Plants, Waste Water, or Water Treatment Facilities. (Standalone projects means when the scope of work is not included in the estimated Construction Cost of a building project).

(D) Project requires coverage for:
   - Land Movement (e.g. Earthquake)
   - Flood
   - Terrorism
   - Delay in Completion/Business Interruption

[End]
SELF-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 initiaing next to the applicable category(ies):

Small Business Enterprise (SBE) – an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at http://www.sba.gov/contentable-small-business-size-standards. The eligibility requirements for California contracting purposes is on the Department of General Services website at http://www.dgs.ca.gov/pdp/Programs/OSDS/BSBE/EligibilityBenefits.aspx. The University may rely on written representation by the vendors regarding their status.

Disabled Veteran Business Enterprise (DVBE) – a business that is at least 51% owned by one or more disabled veterans 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. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.

Disadvantaged Business Enterprise (DBE) - 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. Socioeconomically 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 minority groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.

Women-Owned Business Enterprise (WBE) – a business 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.

None of the above categories apply.

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 in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form 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)

PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply personal information about themselves. Information furnished on the Self-Certification form may, in some cases, identify personal information of an individual,

- The University of California, Davis Health System, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Outreach Program Manager at the University of California, Davis Health System, is responsible for maintaining the requested information. The contact information for the Small Business Outreach Program Manager may be found at: http://www.ucdp.com/procurement-services/_files/tbdmgr.txt
- The maintenance of information is authorized in part by Public Contract Code section 10505.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Outreach Program Manager(s).
REPORT OF SUBCONTRACTOR INFORMATION

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

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<th>2B</th>
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<th>4</th>
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<th>6</th>
<th>License Info**</th>
<th>Business Categories* (Check all categories that apply)</th>
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<td><strong>Portion of the Work</strong></td>
<td><strong>Dollar Amount</strong></td>
<td><strong>Street Address, City, State &amp; Zip</strong></td>
<td><strong>Telephone No. Fax No.</strong></td>
<td><strong>Contact Name</strong></td>
<td><strong>Type of Ownership</strong></td>
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<td><strong>License No.</strong></td>
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Column 6 - Type of Ownership

SP = Solo 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.
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: ________________________________________________________________

Project No.: ________________________________________________________________

Contractor: ________________________________________________________________

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)

______________________________________________________________
(Type or Printed Name)

______________________________________________________________
(Title)

______________________________________________________________
(Date)

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

______________________________________________________________
(Signature)

______________________________________________________________
(Type or Printed Name)

______________________________________________________________
(Title)

______________________________________________________________
(Date)

cc: Office of Risk Management
## FINAL DISTRIBUTION OF CONTRACT DOLLARS

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

<table>
<thead>
<tr>
<th>1</th>
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<th>4</th>
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<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name of Business</td>
<td>Street Address, City &amp; Zip</td>
<td>Telephone No./Fax No.</td>
<td>Contact Name</td>
<td>Business Categories</td>
<td>Contract Dollars</td>
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<tr>
<td>DVBE = Disabled Veteran Business Enterprise</td>
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Total Contract Amount = $1,000.00

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

**Refer to the Report of Subcontractor Information for license and other information.
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)
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 ______________________________.

______________________________  
(Signature)

______________________________  
(Print Name)

______________________________  
(Name of Subcontractor)
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information
Name of Claimant: ____________________________
Name of Customer: ____________________________
Job Location: ____________________________
Owner: ____________________________
Through Date: ____________________________

Conditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: ____________________________
Amount of Check: $ ____________________________
Check Payable to: ____________________________

Exceptions
This document does not affect any of the following: Disputed claims for extras in the amount of: $ ____________________________

Signature
Claimant’s Signature: ____________________________
Claimant’s Title: ____________________________
Date of Signature: ____________________________
UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant: ____________________________
Name of Customer: ____________________________
Job Location: ____________________________
Owner: ____________________________

Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions
This document does not affect the following: Disputed claims for extras in the amount of: $__________________

Signature
Claimant's Signature: ____________________________
Claimant's Title: ____________________________
Date of Signature: ____________________________
NOTICE OF COMPLETION/FINAL CONSTRUCTION
ACCEPTANCE REQUEST LETTER
UNIVERSITY OF CALIFORNIA, DAVIS MEDICAL CENTER
PROJECT TITLE
CONTRACT TITLE

Date

Contractor Name
Address
City, State Zip Code

Project: #######
PROJECT TITLE
CONTRACT TITLE

Subject: FINAL CONSTRUCTION ACCEPTANCE

The University's Final Inspection of the subject project was conducted on #######.

The project closeout requirements requested from your firm were received on #######, including all as-built drawings, specifications, and warranty materials and have been accepted. All punch list items have been corrected.

On #######, the subject project was accepted as complete in accordance with the contract documents.

If applicable, the Notice of Completion will be filed within the next fifteen (15) days. Your final Certificate of Payment for Retention will be processed thirty-five (35) days from the date of the Notice of Completion filing.

Yours truly,

Name
Project Manager

cc: Contracts; Capital Finance; Project Manager; Project File
C-####-##
# SPECIFICATIONS

## TABLE OF CONTENTS

### DIVISION 1 – GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
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<td>01 11 00</td>
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<td>01 56 20</td>
<td>Requirements for Ceiling Access to Spaces Containing Asbestos</td>
<td>3</td>
</tr>
<tr>
<td>01 60 00</td>
<td>Product Requirements</td>
<td>9</td>
</tr>
<tr>
<td>01 73 29</td>
<td>Cutting and Patching</td>
<td>6</td>
</tr>
<tr>
<td>01 74 00</td>
<td>Cleaning</td>
<td>3</td>
</tr>
<tr>
<td>01 75 00</td>
<td>Starting and Adjusting Systems</td>
<td>2</td>
</tr>
<tr>
<td>01 76 00</td>
<td>Protecting Installed Construction</td>
<td>3</td>
</tr>
<tr>
<td>01 77 00</td>
<td>Closeout Procedures</td>
<td>7</td>
</tr>
<tr>
<td>01 78 00</td>
<td>Closeout Submittals</td>
<td>10</td>
</tr>
<tr>
<td>01 79 00</td>
<td>Demonstration and Training</td>
<td>2</td>
</tr>
<tr>
<td>01 86 00</td>
<td>Plumbing/HVAC Testing Procedures</td>
<td>3</td>
</tr>
</tbody>
</table>

### DIVISION 2 – SITWORK

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>02 41 00</td>
<td>Selective Demolition</td>
<td>2</td>
</tr>
<tr>
<td>02 82 00</td>
<td>Asbestos Abatement and In-Place Management</td>
<td>37</td>
</tr>
<tr>
<td>02 83 00</td>
<td>Hazardous Materials Management – Lead</td>
<td>18</td>
</tr>
</tbody>
</table>

SPECIFICATIONS

TABLE OF CONTENTS - 1

01/10 Edition; Rev. 8 (10-17-2013)
# Project No. M030667
Hospital Seismic Upgrade, Increment 4
Decommission North/South Wing

## DIVISION 3 – CONCRETE

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>03 30 00</td>
<td>Cast-In-Place Concrete</td>
<td>17</td>
</tr>
</tbody>
</table>

## DIVISION 4 – MASONRY

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>04 22 00</td>
<td>Unit Masonry Assemblies</td>
<td>16</td>
</tr>
</tbody>
</table>

## DIVISION 5 – METALS

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 12 00</td>
<td>Structural Steel</td>
<td>10</td>
</tr>
<tr>
<td>05 31 00</td>
<td>Steel Decking</td>
<td>5</td>
</tr>
<tr>
<td>05 51 50</td>
<td>Aluminum Crossover Stair – Section Added for CO1, Delta 6</td>
<td>4</td>
</tr>
<tr>
<td>05 52 13</td>
<td>Pipe and Tube Railings</td>
<td>6</td>
</tr>
</tbody>
</table>

## DIVISION 6 – NOT USED

## DIVISION 7 – THERMAL AND MOISTURE PROTECTION

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>07 13 00</td>
<td>Sheet Membrane Waterproofing – Section Added for CO1, Delta 6</td>
<td>8</td>
</tr>
<tr>
<td>07 81 16</td>
<td>Cementitious Fireproofing</td>
<td>9</td>
</tr>
<tr>
<td>07 84 00</td>
<td>Firestopping</td>
<td>13</td>
</tr>
<tr>
<td>07 92 00</td>
<td>Caulking and Sealants</td>
<td>3</td>
</tr>
</tbody>
</table>

## DIVISION 8 – OPENINGS

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>08 11 00</td>
<td>Hollow Metal Doors and Frames</td>
<td>6</td>
</tr>
<tr>
<td>08 31 00</td>
<td>Access Doors</td>
<td>2</td>
</tr>
</tbody>
</table>

## DIVISION 9 – FINISHES

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>09 22 16</td>
<td>Metal Stud System</td>
<td>3</td>
</tr>
<tr>
<td>09 24 00</td>
<td>Portland Cement Plaster – Section Added for CO1, Delta 6</td>
<td>8</td>
</tr>
<tr>
<td>09 29 00</td>
<td>Gypsum Board</td>
<td>4</td>
</tr>
<tr>
<td>09 30 00</td>
<td>Ceramic Tile</td>
<td>6</td>
</tr>
<tr>
<td>09 51 13</td>
<td>Acoustical Tile Ceilings</td>
<td>6</td>
</tr>
<tr>
<td>09 65 13</td>
<td>Resilient Flooring Accessories</td>
<td>5</td>
</tr>
<tr>
<td>09 65 19</td>
<td>Resilient Tile Flooring</td>
<td>6</td>
</tr>
<tr>
<td>09 91 00</td>
<td>Painting</td>
<td>12</td>
</tr>
</tbody>
</table>
DIVISION 10 – SPECIALTIES

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 26 00</td>
<td>Impact Resistant Wall Protection</td>
<td>5</td>
</tr>
<tr>
<td>10 28 00</td>
<td>Toilet and Bath Accessories</td>
<td>2</td>
</tr>
</tbody>
</table>

DIVISIONS 11 – 20

NOT USED

DIVISION 21 – FIRE SUPPRESSION

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 13 13</td>
<td>Fire Protection</td>
<td>9</td>
</tr>
</tbody>
</table>

DIVISION 22 – PLUMBING WORK

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>22 05 00</td>
<td>Plumbing General Requirements</td>
<td>7</td>
</tr>
<tr>
<td>22 05 18</td>
<td>Escutcheons for Plumbing Piping</td>
<td>2</td>
</tr>
<tr>
<td>22 05 19</td>
<td>Meters and Gages for Plumbing Piping</td>
<td>10</td>
</tr>
<tr>
<td>22 05 23</td>
<td>General-Duty Valves for Plumbing Piping</td>
<td>8</td>
</tr>
<tr>
<td>22 05 29</td>
<td>Hangers and Supports for Plumbing Piping and Equipment</td>
<td>9</td>
</tr>
<tr>
<td>22 05 53</td>
<td>Identification for Plumbing Piping and Equipment</td>
<td>5</td>
</tr>
<tr>
<td>22 07 19</td>
<td>Plumbing Piping Insulation</td>
<td>10</td>
</tr>
<tr>
<td>22 11 16</td>
<td>Domestic Water Piping</td>
<td>9</td>
</tr>
<tr>
<td>22 13 16</td>
<td>Sanitary Waste and Vent Piping</td>
<td>9</td>
</tr>
<tr>
<td>22 13 19</td>
<td>Sanitary Waste Piping Specialties</td>
<td>4</td>
</tr>
<tr>
<td>22 63 13</td>
<td>Medical Gas Piping for Healthcare Facilities – Section Added for CO1, Delta 6</td>
<td>6</td>
</tr>
</tbody>
</table>

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>23 05 10</td>
<td>Basic Mechanical Materials and Methods</td>
<td>9</td>
</tr>
<tr>
<td>23 05 13</td>
<td>Common Motor Requirements for HVAC Equipment</td>
<td>3</td>
</tr>
<tr>
<td>23 05 19</td>
<td>Meters and Gages for Plumbing Piping</td>
<td>10</td>
</tr>
<tr>
<td>23 05 23</td>
<td>General-Duty Valves for HVAC Piping</td>
<td>8</td>
</tr>
<tr>
<td>23 05 29</td>
<td>Hangers and Supports for HVAC Piping and Equipment</td>
<td>10</td>
</tr>
<tr>
<td>23 05 53</td>
<td>Identification for HVAC Piping and Equipment</td>
<td>5</td>
</tr>
<tr>
<td>23 05 93</td>
<td>Testing, Adjusting, and Balancing for HVAC</td>
<td>13</td>
</tr>
<tr>
<td>23 07 13</td>
<td>Duct Insulation</td>
<td>8</td>
</tr>
<tr>
<td>23 07 19</td>
<td>HVAC Piping Insulation</td>
<td>11</td>
</tr>
<tr>
<td>23 09 00</td>
<td>Building Automation Control System (BACS)</td>
<td>12</td>
</tr>
<tr>
<td>23 21 13</td>
<td>Hydronic Piping</td>
<td>14</td>
</tr>
<tr>
<td>23 31 13</td>
<td>Metal Ducts</td>
<td>10</td>
</tr>
<tr>
<td>23 33 00</td>
<td>Air Duct Accessories</td>
<td>6</td>
</tr>
<tr>
<td>23 34 16</td>
<td>Centrifugal HVAC Fans</td>
<td>5</td>
</tr>
<tr>
<td>23 37 13</td>
<td>Diffusers, Registers, and Grilles</td>
<td>3</td>
</tr>
<tr>
<td>23 57 00</td>
<td>Heat Exchangers for HVAC</td>
<td>4</td>
</tr>
<tr>
<td>23 74 13</td>
<td>Custom Outdoor Air-Handling Units</td>
<td>9</td>
</tr>
<tr>
<td>23 82 16</td>
<td>Hydronic Air Coils</td>
<td>2</td>
</tr>
<tr>
<td>23 99 99</td>
<td>Variable Frequency Drives</td>
<td>5</td>
</tr>
</tbody>
</table>
### DIVISION 26 – ELECTRICAL WORK

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 00 10</td>
<td>Electrical General Requirements</td>
<td>12</td>
</tr>
<tr>
<td>26 05 00</td>
<td>Basic Electrical Materials and Methods</td>
<td>5</td>
</tr>
<tr>
<td>26 05 10</td>
<td>Electrical Equipment Acceptance Testing</td>
<td>17</td>
</tr>
<tr>
<td>26 05 13</td>
<td>Medium Voltage Cable</td>
<td>5</td>
</tr>
<tr>
<td>26 05 13.1</td>
<td>Medium Voltage Cable Terminations, Splices, and Accessories</td>
<td>5</td>
</tr>
<tr>
<td>26 05 19</td>
<td>Low-Voltage Electrical Power Conductors and Cables</td>
<td>6</td>
</tr>
<tr>
<td>26 05 26</td>
<td>Grounding and Bonding for Electrical Systems</td>
<td>4</td>
</tr>
<tr>
<td>26 05 29</td>
<td>Hangers and Supports for Electrical Systems</td>
<td>2</td>
</tr>
<tr>
<td>26 05 33</td>
<td>Raceways and Boxes for Electrical Systems</td>
<td>10</td>
</tr>
<tr>
<td>26 05 34</td>
<td>Pullboxes and Junction Boxes</td>
<td>3</td>
</tr>
<tr>
<td>26 05 43</td>
<td>Underground Ducts and Raceways for Electrical Systems</td>
<td>12</td>
</tr>
<tr>
<td>26 05 48</td>
<td>Seismic Control – OSHPD</td>
<td>6</td>
</tr>
<tr>
<td>26 05 53</td>
<td>Identification for Electrical Systems</td>
<td>6</td>
</tr>
<tr>
<td>26 05 60</td>
<td>Electrical Demolition</td>
<td>3</td>
</tr>
<tr>
<td>26 05 74</td>
<td>Arc-Flash Labels</td>
<td>1</td>
</tr>
<tr>
<td>26 09 00</td>
<td>Controls and Instrumentation</td>
<td>3</td>
</tr>
<tr>
<td>26 09 23</td>
<td>Lighting Control Devices</td>
<td>6</td>
</tr>
<tr>
<td>26 12 19</td>
<td>Padmounted Medium-Voltage Transformers</td>
<td>7</td>
</tr>
<tr>
<td>26 27 26</td>
<td>Wiring Devices</td>
<td>7</td>
</tr>
<tr>
<td>26 28 13</td>
<td>Fuses – 600 Volts</td>
<td>3</td>
</tr>
<tr>
<td>26 28 16</td>
<td>Enclosed Switches and Circuit Breakers</td>
<td>10</td>
</tr>
</tbody>
</table>

### DIVISIONS 27 – 49

NOT USED

[End]