

CONSTRUCTION DOCUMENTS

FOR

**PROJECT NO. 9557730
ACC 0611 RAD CT SCANNER REPLACEMENT**

**FACILITIES PLANNING AND DEVELOPMENT DIVISION
UC DAVIS HEALTH**

**SACRAMENTO, SACRAMENTO COUNTY
CALIFORNIA**

NOVEMBER 2024



Facilities Design & Construction
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817
(916) 734-7024

November 19, 2024

PROJECT NO.: 9557730
ACC 0611 RAD CT SCANNER REPLACEMENT
UC DAVIS HEALTH

SUBJECT: **NOTICE TO ALL PLAN HOLDERS**

Dear Prospective Bidder:

A **mandatory** Pre-Bid Conference and Project Job Walk will be conducted on **Monday, December 2, 2024, at 10 a.m.**, at Facilities Design and Construction, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817.

Prospective Bidders arriving after the Pre-Bid meeting start time of **10 a.m.** 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.

Yours truly,

DocuSigned by:
Leila Couceiro
B5229FB6A48B491...
Leila Couceiro
Contracts Manager

CERTIFICATION

Project No.: 9557730
Name of Project: ACC 0611 RAD CT Scanner Replacement

Project Manager: _____
Signed by: Aaron M. Allen 11/15/2024
3FB3BBC198E04E3... _____
Aaron Allen Date

Bidding Documents Prepared By
Name of Firm: Nacht & Lewis Architects
Address: 600 Q Street, Suite 100
City, State, Zip Code: Sacramento, CA 95811

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

Typed Name: John Flath, AIA

Title: Principal

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



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ANNOUNCEMENT TO PREQUALIFIED BIDDERS

Subject to conditions prescribed by the University of California, UC Davis Health, sealed bids for a lump-sum contract are invited from prequalified bidders for the following work:

**Project No. 9557730
ACC 0611 RAD CT Scanner Replacement**

Description of Work: Project is renovation of the UC Davis Health Ambulatory Care Center on the basement level to accommodate the installation of new GE CT scanner equipment in room 0611. Work under this contract includes but is not limited to:

1. Removal of existing scanner equipment.
2. Removal of existing RF shield wall system and flooring.
3. Removal of existing walls, ceilings, doors, casework and floor finishes.
4. Ground Floor: Above ceiling access for equipment support and plumbing installation.
5. Modification to Structural, Mechanical, Plumbing, I.T., and Electrical systems to accommodate the new work.
6. Installation of new CT Scanner Equipment.
7. Installation of new casework.
8. Installation of new walls, doors, ceilings, and finishes.

Existing CT equipment removal and new CT equipment installation will be performed on weekends. The Contractor is to provide all required manpower including electricians to support this work.

The following contractors have been prequalified to submit proposals on this project:

- **DPR Construction**
- **Kimmel Construction**
- **Roebbelen Contracting**
- **Rudolph and Sletten**
- **Streamline Construction**
- **Truebeck Construction**

Procedures: Bidding documents will be available on Tuesday, November 19, 2024, and will be issued only at:

<https://health.ucdavis.edu/facilities/work-with-us/contractors/out-to-bid>

Facilities Planning and Development
UC Davis Health
email: lccouceiro@ucdavis.edu

Prequalified Bidders must attend a **MANDATORY** pre-bid conference and job walk at **10 a.m. Monday, December 2, 2024**. Only prequalified contractors who participate in the pre-bid conference and job walk, in its entirety, will be allowed to bid on the project. Participants must arrive at or before 10 a.m. Contractor representatives arriving later than 10 a.m. will not be allowed to submit bids as prime trade contractor on the project. Participants shall meet at the Facilities Planning & Development office (4800 2nd Avenue, Suite 3010, Sacramento, CA 95817).

The lowest responsible bidder will be selected on the basis of the **best value** to the University. The objective criteria and methodology used to determine best value are described in the Bidding Documents. The best value to the University is the selection resulting in the best combination of price and qualifications.

Sealed Bids and Bid Bonds must be received on or before 2 p.m. Tuesday, December 17, 2024, at Facilities Planning & Development, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817. Please have your **Best Value Questionnaires provided separately and submitted on or before 2 p.m. Wednesday, December 18, 2024 in pdf format to an upload link that will be provided by the University** to prequalified bidders who attend the entire Prebid Conference and Job Walk. Bids will be opened at a later date, after questionnaires evaluation is completed by the University. Target date for public bid opening is **Monday, January 6, 2025, 10 a.m.** at the same address above. If the evaluation takes longer than anticipated, we will issue an addendum changing the public bid opening date.

Bid Security in the amount of 10% of the Lump Sum Base Proposal, 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)

The successful bidder will be required to have the following California contractor's license at the time of the bid opening: "B" – General Building.

Estimated Construction Cost: \$2,585,000.

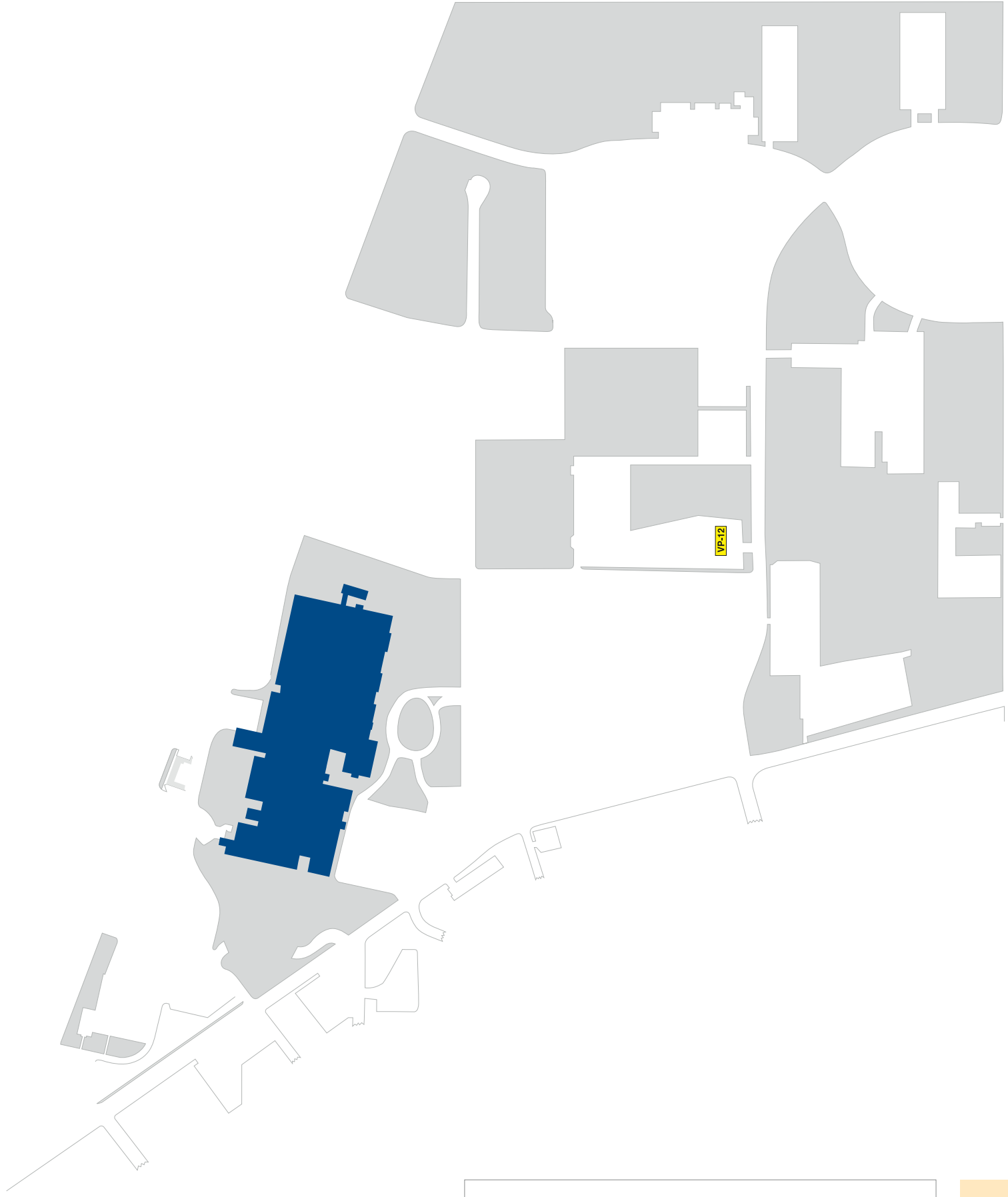
Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wages at the location of the work.














In addition, the University is committed to promoting and increasing participation of small business enterprises (SBEs) and disabled veteran business enterprises (DVBES) relating to all goods and services covered under the awarded agreement, subject to any and all applicable obligations under state and federal law, and University policies. The awarded contractor shall make best efforts to provide qualified SBEs and DVBES with the maximum opportunity to participate. Please contact hs-contracts@ucdavis.edu for further information.

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 REGENTS OF THE UNIVERSITY OF CALIFORNIA
UC Davis Health

NOVEMBER 2024



	Patient and Visitor Parking
	Employee Parking
	Emergency Telephones
	Handicap Parking Available <small>Parking lots contain reserved spaces for the handicapped</small>
	Parking Meters
	Light Rail Stop
	Hospitals
	Clinics
	Education-specific Facilities
	Administrative and Professional Facilities
	Parking Structures
	Construction
	Non UC Davis Facilities

UC Davis Health's shuttle service offers convenient transportation within the Sacramento campus. Specific routes and operating hours are available online at health.ucdavis.edu/parking.

PROJECT DIRECTORY

Project Name: ACC 0611 RAD CT Scanner Replacement

Project Number: 9557730

Location: Facilities Planning & Development
UC Davis Health
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: Jason Nietupski, Executive Director
Facilities Planning & Development Division

University's Representative: Aaron Allen, Project Manager

Design Professional: Nacht & Lewis Architects
600 Q Street, Suite 100
Sacramento, CA 95811
T: (916) 329-4000

Address for Stop Notices: Capital Finance
UC Davis Health HAS Bldg
10520 White Rock Rd.
Rancho Cordova, CA 95670

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

Address for filing Bid Protests: Leila Couceiro, Contracts Manager
Facilities Planning & Development
UC Davis Health
4800 2nd Avenue, Suite 3010, Sacramento, CA 95817
Email: lccouceiro@ucdavis.edu

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ARTICLE 1 – DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents.
- 1.2 The term “Addenda” means written or graphic instruments issued by University prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the 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 Facility to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.
- 1.11 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 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**.
- 1.13 The term “Best Value” means a procurement process whereby the lowest responsible Bidder may be selected on the basis of objective criteria for evaluating the qualifications of Bidders with the resulting selection representing the best combination of price and qualifications.

ARTICLE 2 – BIDDER'S REPRESENTATIONS

- 2.1 Bidder, by making a Bid, represents that:
- 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
- 2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.
- 2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the “Contractor's License Law,” establishes licensing requirements for contractors.
- 2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

- 2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.
- 2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
- 2.1.9 Bidder agrees that every contractor and subcontractors at every tier will use a skilled and trained workforce, meaning all workers in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in a program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") and in compliance with the following provisions:
- .1 For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.
 - .2 For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.
 - .3 For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.
 - .4 The requirements above shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.
 - .5 Apprenticeable occupations without Chief-approved apprenticeship programs prior to January 1, 1995 may satisfy the above thresholds with up to 50 percent skilled journeypersons who worked in those occupations before the Chief approved of an apprenticeship program.
 - .6 The apprenticeship graduation percentage requirements above are considered met if, in a calendar month, at least the percentage of skilled journeypersons meet the graduation percentage requirement, or the percentage of hours performed by skilled journeypersons meeting the graduation requirement is at least equal the required graduation percentage.
 - .7 The apprenticeship graduation percentage requirements do not need to be met if, during the calendar month, skilled journeypersons perform fewer than 10 hours of work on the contract.
 - .8 A subcontractor does not need to meet apprenticeship graduation percentage requirements if the subcontractor is not a listed subcontractor under California Public Contract Code Section 4104 or a substitute, and the subcontractor agreement does not exceed one-half of 1 percent of the price of the prime contract.

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 person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.
- 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the person or firm designated in the Supplementary Instructions to Bidders.

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

3.3 PRODUCT SUBSTITUTIONS

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

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) *Portion of the Work*; (2) *Amount of Subcontract*, (3) *name of Business (Subcontractor)*; (4) *city of Subcontractor's business location*; (5) *California contractor license number*; (6) *Department of Industrial Relations (DIR) Registration Number*; and (7) *Type of Business Entity*. An inadvertent error in listing the California contractor license number and DIR Registration Number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number and DIR Registration number is submitted in writing by, and actually received from, the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. The failure to list, on the Bid Form, any one of the remaining 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. Items listed under Columns (2) and (7) for each listed Subcontractor must be furnished to the University at the time of award of the contract to/by the awarded contractor.

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. Additionally, 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 Bid Security is in the form of a Bid Bond, the Bid 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 mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

5.4.3 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 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 the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to University all of the following items:

- .1 Three originals of the Agreement signed by Bidder.
- .2 Three originals of the Payment Bond required under Article 11 of the General Conditions.
- .3 Three originals of the Performance Bond required under Article 11 of the General Conditions.
- .4 Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.

- .5 Name of, qualifications of, and references for the Superintendent proposed for the Work.
- .6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work, California contractor license number, and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on Report of Subcontractor Information in the form contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- .7 Preliminary Contract 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 accompanied by a completed 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 filed in writing and received by 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 that identify the actual names of the bidders.

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 protester, 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, 6th Floor
Oakland, CA 94607-5200
Attention: Director, Design + Construction Services

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 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.

[End]

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: **360** days.
2. Requests for clarification or interpretation of the Bidding Documents must be in writing and received by 4:00 p.m. Friday, December 6, 2024. Questions received after the above noted deadline may be answered at the discretion of the University's Representative. RFIs shall be emailed to all of the following addresses: aamallen@ucdavis.edu; valentina.lopez@vanir.com; lccouceiro@ucdavis.edu; slankford@nachtlewis.com
3. Bidding Documents will only be available digitally at no cost to Bidders beginning Tuesday, November 19, 2024 from our website at: <https://health.ucdavis.edu/facilities/work-with-us/contractors/out-to-bid>
4. The **MANDATORY** Pre-Bid Conference and Job Walk will be conducted on Monday, December 2, 2024, beginning promptly at 10 a.m. Participants shall meet at Facilities Planning and Development, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817.
5. Bids will be received on or before the Bid Deadline of 2 p.m. Tuesday, December 17, 2024 and only at: Facilities Planning and Development, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817. Best Value Questionnaires shall be submitted electronically no later than 2 p.m. Wednesday, December 18, 2024, via upload link to be provided by the University to prequalified bidders who attend the entire Prebid Conference and Job Walk.
6. Bids will be opened after Best Value Questionnaires evaluation is completed by the University. Target date for public bid opening is Monday, January 6, 2025, at 10 a.m. at Facilities Planning and Development, 4800 2nd Avenue, Suite 3010, Sacramento, CA 95817. If the evaluation takes longer than anticipated, we will issue an addendum changing the public bid opening date.
7. Section 5.3.1 in the Instructions to Bidders is replaced in its entirety with the following:

5.3.1 The Bid Form and Bid Bond 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.
8. Section 6.3.3 in the Instructions to Bidders is replaced in its entirety with the following:

6.3.3 University will determine the low Bidder on the basis of Best Value. The price component of the evaluation will be 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 any Alternates used as a basis of award. The University will divide each bidder's price by its Qualification Points to determine the cost per quality point or the Best Value Score. The lowest Best Value Score will represent the Best Value Bid. 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.
9. Article 7.1.1 in the Instructions to Bidders is replaced in its entirety with the following:

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 filed in writing with the Facility not later than 3 business days after the date of announcement of the apparent Best Value Contractor.
10. DISCLOSURE – PUBLIC RECORDS ACT

Information submitted by the Bidder shall not be open to public inspection to the extent that information is exempt from disclosure under the California Public Records Act.
11. Contractor will be assessed as liquidated damages the sum of \$500.00 for each day the Work remains incomplete beyond the expiration of the Contract Time. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$0.00 per day. See Article 5 of the Agreement for detailed requirements.
12. Posting of Bid Results. Bid results will also be posted at our website on the following link: <https://health.ucdavis.edu/facilities/work-with-us/contractors/out-to-bid>

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 is available on the web at:

<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

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

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

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

[End]

BID FORM

**FOR: PROJECT NO. 9557730
ACC 0611 RAD CT SCANNER REPLACEMENT
UNIVERSITY OF CALIFORNIA
UC DAVIS HEALTH
SACRAMENTO, CALIFORNIA**

**BID TO: Facilities Planning & Development
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 **three hundred sixty (360)** days after the date of commencement specified in the Notice to Proceed.

Bidder also agrees that every contractor and all subcontractors at every tier will use a skilled and trained workforce according to the apprenticeship graduation percentage requirements set forth in Article 2.1.9 of the Instructions to Bidders. These requirements do not apply to if the subcontractor is not a listed subcontractor under California Public Contract Code Section 4104 or a substitute, and the subcontractor agreement does not exceed one-half of 1 percent of the price of the prime contract.

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

\$, , .
(Place figures in appropriate boxes)

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders and Supplementary 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.

\$, . X **30** (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 (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above. Bidder shall not bid less than zero dollars for the daily rate (i.e., the daily rate cannot be a negative number).

8.0 ALTERNATES – Not Used

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work: Yes _____ No _____

If "yes", provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, 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.

PORTION OF THE WORK ACTIVITY (E.G. ELECTRICAL, MECHANICAL, CONCRETE)	SUBCONTRACTOR					BUSINESS CATEGORY (CHECK ALL THAT APPLY)
	NAME OF BUSINESS	LOCATION OF BUSINESS (CITY)	LICENSE NO.	AMOUNT OF SUBCONTRACT	DIR REGISTRATION NO.	
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
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						<input type="checkbox"/> SBE <input type="checkbox"/> DVBE

(Note: Add additional pages if required.)

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

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. A completed Best Value Evaluation Questionnaire (submitted electronically and separately from the Bid Form and Bid Bond).

13.0 DECLARATION

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

of _____ submitting this Bid Form; that I am duly authorized to execute
(Name of Bidder)

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

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the

bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

_____ (Name of City if within a City, otherwise Name of County), in the State
of _____, on _____.
(State) (Date)

(Signature)

[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:

PROJECT NO. 9557730
PROJECT NAME: ACC 0611 RAD CT Scanner Replacement

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: _____	Title: _____
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Address for Notices: _____

NOTE: NOTARY ACKNOWLEDGEMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

BEST VALUE EVALUATION CRITERIA AND QUESTIONNAIRE

As used herein, the term "entity" means the prospective bidder submitting this Prequalification Questionnaire regardless of whether the entity is a sole proprietorship, a corporation, joint venture, or partnership. Please note that the term "prospective bidder" may sometimes be used interchangeably with the term "entity."

SUBMITTED BY:

(Entity Name. If a Joint Venture, state name of JV Entity)

(Contact Name)

(Address)

(City, State, Zip Code)

(Telephone Number) _____
(Facsimile Number)

(E-mail)

INSTRUCTIONS:

Bidders shall submit a completed Best Value Questionnaire by responding to the following questions and criteria and shall attach all required documents and information as indicated below. Package shall be in PDF format and tabbed and using the same outline format presented in this questionnaire.

Submit this entire questionnaire and associated attachments as required by Supplementary Instructions to Bidders Item 7 in Article 5.3.1 Submission of Bids.

In addition to submitting questionnaire responses, the Bidder shall submit items to support Item II - Relevant Experience and Item III - Demonstrated Management Competency.

Provide responses to the Best Value criteria using the same outline format presented in this questionnaire, Article I through V. If no response is given to a question, then no points will be given.

See checklist at the end of this Questionnaire.

TOTAL POINTS AVAILABLE – 1,000

I.	Financial Condition.....	150 Points
II.	Relevant Experience.....	250 Points
III.	Demonstrated Management Competency.....	300 Points
IV.	Labor Compliance.....	150 Points
V.	Safety Record.....	150 Points
	Total Points.....	1,000 Points

I. FINANCIAL CONDITION – 150 POINTS

- A. Enter your firm's current bonding capacity. \$ _____ .00.
- B. Submit a signed declaration from the Surety Company stating the amount of bonding capacity available to your firm. In addition, either submit a notarized declaration or include the following in the last paragraph of the declaration:

"The undersigned declares under penalty of perjury that the above statement(s) submitted is true and correct and that this declaration was executed in _____ County, _____ (state), on _____ (date)."

- C. Submit proof of your firm's current Liability Insurance.

(NOTE: SURETY COMPANIES USED BY BIDDER SHALL BE AN ADMITTED SURETY INSURER AS DEFINED IN THE CALIFORNIA CODE OF CIVIL PROCEDURES SECTION 995.120.)

If bonding capacity meets or exceeds the above the value of the project full points will be given.

II. RELEVANT EXPERIENCE – 250 POINTS (maximum)

(The points will be allocated by evaluators based on the information provided.)

A. Instructions:

1. Bidder shall submit (2) narratives that responds to the items listed in Article II.B.1 thru 10, Project Narrative Outline. Narratives shall follow the outline format of Article II.B.1 thru 10, Project Narrative Outline (Max 3 pages per Qualifying Project in 8 ½ x 11 page format).

B. Project Narrative Outline. Include the following information:

1. General project information of the (2) Qualifying Projects submitted with your Prequalification package:
 - a. Project name:
 - b. Location:
 - c. Name of Owner and current contact information (name, address, telephone # and email address):
2. Briefly describe the Qualifying Project type using words such as renovation, new construction, medical, healthcare, lab, etc.
3. Describe your firm's quality control and inspection process implemented during the construction phases of the Qualifying Project to ensure conformance with all codes, owner standards, specifications, drawings and tracking of non-conformance and punch list items.
4. Describe any specific challenges with the Qualifying Project that had to be overcome including lessons learned, and specific concerns during the pre-construction and/or construction phases, how they were resolved and how they may apply to this UC Davis Health project.

5. Describe any significant issues on the Qualifying Project to account for the difference between original and final schedule and the difference between original and final cost.
6. Compare similarities in construction between the Qualifying Project and the ACC 0611 RAD CT SCANNER REPLACEMENT Project.
7. Describe how you would approach the Infection Control Risk Assessment (ICRA) plan for the ACC 0611 RAD CT SCANNER REPLACEMENT Project to create and maintain negative air, including how you would exhaust the air.
8. Describe how you would approach building the construction phasing for the ACC 0611 RAD CT SCANNER REPLACEMENT Project, any specific challenges such as Infection Control Risk Assessment (ICRA), Interim Life Safety Measures (ILSM), off-hour work.
9. Describe any procurement challenges for the ACC 0611 RAD CT SCANNER REPLACEMENT Project and how you would overcome them to meet the contract schedule.
10. Describe how you would mitigate noise, vibration, material deliveries, concerns with the other occupants in the ACC 0611 RAD CT SCANNER REPLACEMENT Project Buildings.

III. DEMONSTRATED MANAGEMENT COMPETENCY – 300 POINTS (maximum)

A. Instructions:

1. Bidder shall submit a schedule narrative as required in Article III.B.1 (Max 1 pages in 8 ½ x 11-page format).
2. Bidder shall submit a schedule as required in Article III.B.2 in 8 1/2x11 page format (no page limit).
3. Bidder shall submit responses to items listed in Article III.C.1 thru 3 and shall follow the outline format (refer to individual items for page counts).
4. Bidder shall submit a narrative that responds to the items listed in Article III.C.4 thru 6. Narrative shall follow the outline format (Max 2 pages in 8 ½ x 11 page format).

B. Proposed Contract Schedule:

1. Bidder shall submit a schedule narrative describing the bidders understanding of the ACC 0611 RAD CT SCANNER REPLACEMENT Project with assumptions, potential schedule issues, if any. Address any challenges to working adjacent to labs and patient care areas with immune compromised patients. Describe your preferred scheduling software and why you are proposing it for this project.
2. Bidder shall submit a Proposed Contract Schedule identifying all of the proposed phases of construction, key milestones, the interrelationship of phases, key cutovers, tie-ins, temp utilities, tie-ins, work outside of the construction barriers, and owners' staff and stock.

C. Project Team Organization, management, and staffing plan

1. Bidder shall submit an Organizational Chart as part of its bid identifying all of the proposed key personnel of each team component and how the team will be managed. If any of the team members have changed from the originally submitted Prequalification Submittal, each new team member shall be identified. Indicate whether or not each key person has worked together before as part of the proposed team on similar projects. Limit one (1) 8 ½ x 11 page.
2. Bidder shall submit resumes demonstrating qualifications of the key personnel who will be assigned to this project. Key personnel are defined as, but not limited to the following: Project Executive, Project Manager, and Construction Field Superintendent. Resumes shall include experience of the key personnel. Resumes shall describe their position/title, education, professional licensing, and relevant projects over the last seven (7) years. Four resumes per 8 ½ x 11 page (see example Exhibit A the end of this Package).
3. Bidder shall submit a table or matrix showing the Bidder's current and pending major project commitments. Include in this table or matrix all Key Personnel, their current and planned project commitments and the percentage of time assigned to those commitments and the percentage of time available for this Project. Limit one (1) 8 ½ x 11 page.
4. Describe how the Best Value Approach's requirement for skilled and trained labor will be managed, tracked, and records maintained for the ACC 0611 RAD CT SCANNER REPLACEMENT Project.
5. Describe what your firms process will be for screening change order pricing for ACC 0611 RAD CT SCANNER REPLACEMENT Project.
6. Describe how the bidder will manage the RFI and submittal process for the ACC 0611 RAD CT SCANNER REPLACEMENT Project. Identify the management software used to track this process.

IV. LABOR COMPLIANCE – 150 POINTS (maximum)

- A.** Provide the **name, address and telephone number** of the apprenticeship program for each trade (approved by the California Apprenticeship Council) from whom Bidder intends to request the dispatch of apprentices to Bidder for use on the Project. *(30 points maximum for both sections A and B)*

Name _____

Address _____

Telephone Number _____

If Bidder operates its own State-approved apprenticeship program state the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Bidder's apprenticeship program(s).

B. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

- Framing/Drywall
 - Electrical
- Fire Alarm/Fire Sprinkler
 - Mechanical
 - Plumbing
- Low Voltage/Telecommunications
 - Structural

Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom Subcontractor intends to request the dispatch of apprentices to Subcontractor for use on the Project.

Name _____

Address _____

Telephone Number _____

If Subcontractor operates its own State-approved apprenticeship program state the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Subcontractor's apprenticeship program(s).

C. At any time during the last five years, has Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

If yes then 0 points, if no then 30 points

Yes No

D. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

- Framing/Drywall
 - Electrical
- Fire Alarm/Fire Sprinkler
 - Mechanical
 - Plumbing
- Low Voltage/Telecommunications
 - Structural

During the last five (5) years, was [IDENTIFY SUBCONTRACTOR] found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

If yes then 0 points, if no then 30 points

Yes No

E. During the last five (5) years, was Bidder required to pay either back wages or penalties for Bidder's failure to comply with the State's prevailing wage laws?
If yes then 0 points, if no then 30 points

Yes No

F. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

- Framing/Drywall
 - Electrical
- Fire Alarm/Fire Sprinkler
 - Mechanical
 - Plumbing
- Low Voltage/Telecommunications
 - Structural

During the last five (5) years, was [IDENTIFY SUBCONTRACTOR] required to pay either back wages or penalties for [IDENTIFY SUBCONTRACTOR] failure to comply with the State's prevailing wage laws?

If yes then 0 points, if no then 30 points

Yes No

V. SAFETY RECORD – 150 POINTS (maximum)

A. Does your firm have a written Injury and Illness Prevention Program (IIPP) that complies with California Code of Regulations, Title 8, Sections 1509 and 3203?

If yes then 15 points, if no then 0 points

Yes No

B. Does your firm have a written safety program that meets CAL/OSHA requirements?

If yes then 15 points, if no then 0 points

Yes No

C. Will your firm have personnel assigned and dedicated to Safety on this project?

If yes then 15 points, if no then 0 points

Yes No

If "Yes", state the names of all such personnel who will be assigned and individually list their specific duties:

<u>Name, Title</u>	<u>Specific Duties</u>
_____	_____
_____	_____
_____	_____

Include in their resumes (see Article III.C.2) safety certifications and/or safety related training received.

- D.** Have you had accidents, which resulted in a construction fatality, on any of your projects within the last five (5) years?
If yes then 0 points, if no then 15 points

Yes No

- E.** Do you have any recordable injury in the past 5 years?
If yes then 0 points, if no then 15 points

Yes No

If "yes", include the average total recordable injury for the past 5 years: _____
Include a total recordable illness rate for the past 5 years: _____
Include lost work rate for the past 5 years: _____

- F.** Attach EMR verification from State of California or from insurance company for each of the past 3 years.

If the Bidder's experience modification rating (EMR) for the most recent three-year period exceeds an average of 1.00, then the DBE will receive a score of Fail for this item. Sixty points will be allocated based upon the Bidder's response, as follows:

Average EMR for the past 3 years:

0.60 or less	= 60	points
0.61 to 0.70	= 50	points
0.71 to 0.80	= 40	points
0.81 TO 0.90	= 30	points
0.91 to 1.00	= 20	points
1.01 or more	= Fail	

EMR Rating:

Current: _____

Previous year 2: _____

Previous year 3: _____

- g.** Have you had Cal-OSHA fines in the Serious, Repeat or Willful categories?
If yes then 0 points, if no then 15 points

Yes No

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Bidders' Signature: _____

Date: _____

Name of the person signing: _____

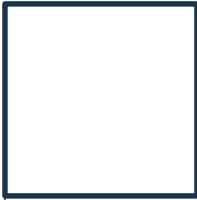



Title/Position at the company: _____

CHECK LIST – EXHIBIT A

Provide responses using the same outline format presented in this questionnaire, Article I through V. Package shall be in PDF format and tabbed.

Check	Item	Ref.	Sheets
	Completed Questionnaire		
	Signed Declaration from Surety	I.B	
	Proof of Liability Insurance	I.C	
	Relevant Experience Narrative	II.B.1 thru 10	Max 2 pages
	Schedule Narrative	III.B.1	Max 1 page
	Proposed Contract Schedule	III.B.2	No Limit
	Organization Chart	III.C.1	Max 1 page
	Key Personnel Resumes	III.C.2	(4) per page
	Project Commitment Matrix	III.C3	Max 1 page
	Management Narrative	III.C.4 thru 6	Max 2 pages
	Additional Labor Compliance Documents if Necessary	IV	
	EMR Verification	V.F	

Exhibit A - Example of requested 4 resumes per page per Article III.C.2

AGREEMENT

THIS AGREEMENT is made as of the { } day of { }, 20{ }, between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”),

whose Facility is: **UC DAVIS HEALTH**

whose address for notices is: Facilities Planning & Development
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

and Contractor: **NAME**
whose address for notices is: **Street Address**
City, State, Zip
T: ###-###-####
F: ###-###-####

for the Project: **9557730**
ACC 0611 RAD CT Scanner Replacement
Facilities Planning & Development Division
UC Davis Health
Sacramento, Sacramento County, California 95817

University's Responsible Administrator: Jason Nietupski
Executive Director
Facilities Planning & Development Division

University's Representative is: Aaron Allen, Project Manager
whose address for notices is: Facilities Planning & Development
UC Davis Health
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

Contract Documents for the Work Prepared by: Nacht and Lewis Architects
600 Q Street, Suite 100
Sacramento, CA 95811
T:916-329-4000

[THIS SPACE LEFT INTENTIONALLY BLANK]

University and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – CONTRACT DOCUMENTS

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

ARTICLE 3 – CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, \$00,000,000.00, the “Contract Sum”.

ARTICLE 4 – CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within 360 days, the “Contract Time”.

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

ARTICLE 5 – LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of \$500.00 for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$0.00 per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

ARTICLE 6 – COMPENSABLE DELAY

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of \$000,000.00 per day for each day for which such compensation is payable.

ARTICLE 7 – DUE AUTHORIZATION

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

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

CONTRACTOR:

(Name of Firm)

a _____

(Type of Organization)

by: _____

(Signature)

(Printed Name)

(Title)

UNIVERSITY:

The Regents of the University of California _____

UC Davis Health _____

(Facility)

by: _____

(Signature)

Jason Nietupski

(Printed Name)

Executive Director
Facilities Planning & Development

(Title)

California Contractor License(s):

(Name of Licensee)

(License Number and Classification)

(Expiration Date)

Department of Industrial Relations:

(Registration Number)

(Expiration Date)

UCDH FD&C USE ONLY
Reviewed by Project Manager
Reviewed by Project Manager Supervisor
Reviewed by Contracts Manager

[End]

SUPPLEMENTARY CONDITIONS

1. **MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CONTRACTOR, to include the following:**

Contractor shall furnish copies of all licenses and certifications that are required by all public authorities having jurisdiction over 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.

2. **MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CONTRACTOR, 3.12.9 – Environmental Product Declarations to include the following:**

3.12.9.1 Contractor shall comply with California Public Contract Code Section 3500 et seq., the Buy Clean California Act (“BCCA”).

3.12.9.2 The term “Eligible Materials”, as used herein, shall mean the same as defined by the BCCA, and shall include at a minimum the following materials:

- (1) Carbon steel rebar.
- (2) Flat glass.
- (3) Mineral wool board insulation.
- (4) Structural steel.

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

3.12.9.4 Contractor shall submit to University a current (as of Notice to Proceed) facility-specific Environmental Product Declaration (“EPD”), Type III, as defined by the International Organization for Standardization (“ISO”) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity, for each Eligible Material proposed to be used on the Project. The EPD must be specific to the material manufacturer and the facility where the material is manufactured.

3.12.9.5 Eligible Materials installed on the Project by Contractor must comply with any standards to the extent established in the BCCA (and listed on the Department of General Services BCCA site) or by University, whichever is more stringent. The facility-specific global warming potential for any Eligible Material must not exceed any existing maximum acceptable global warming potential for that material pursuant to the BCCA (and listed on the Department of General Services BCCA site) or by University, whichever is more stringent.

3.12.9.6 Contractor shall not install any Eligible Materials on the Project until Contractor submits a facility-specific EPD for that material which demonstrates that the material complies with any existing Eligible Material Standards (as included in the bid documents and as listed on the Department of General Services BCCA site) and this Article and the EPD is approved by the University. Contractor shall be responsible for any losses, expenses, penalties or damages of any type incurred or sustained by University, including but not limited to removal and replacement of Defective Work, which are caused by Contractor’s failure to comply with the requirements of the BCCA or this Article.

3.12.9.7. Eligible exemptions may be approved with submission of a UC BCCA Exemption Form for qualifying exemptions as noted in the Facilities Manual.

3. **MODIFICATION OF GENERAL CONDITIONS, ARTICLE 4 – ADMINISTRATION OF THE CONTRACT**

Article 4.2.5 in the General Conditions is replaced in its entirety with the following:

4.2.5 Should University’s Representative fail to issue a decision on a Change Order Request within a 30-day period, Contractor may send a notice of intent to file a lawsuit or stop notice to compel a response to the Change Order Request. If no decision is made in writing by the University’s Representative within five business days after notice of intent to file a lawsuit to compel a response to the Change Order Request, Contractor may file a stop notice, pursuant to California Law or a lawsuit to compel such response. If a lawsuit is successful in convincing a court to issue an order compelling such a response, the Contractor shall be entitled to \$10,000 as damages to fully compensate contractor for any and all losses resulting from the University’s failure to issue a decision, and neither Contractor nor University shall be allowed its costs or attorneys fees. Nothing in this Article 4.2.5 shall be construed to otherwise increase or decrease rights or obligations of the Contractor or University, if any, pursuant to Article 6 or Article 7 of the Agreement, or to create a right for either party to attorneys’ fees or costs.

4. **MODIFICATION OF GENERAL CONDITIONS, ARTICLE 7 – CHANGES IN THE WORK**

ADD the following to Item 7.3 CHANGE ORDER PROCEDURES

The contractor shall complete and submit to the University the Report of Subcontractor Information form (Exhibit 14) prior to finalizing a change order.

5. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 9 – PAYMENTS AND COMPLETION

ADD the following to Item 9.3 APPLICATION FOR PAYMENT

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: hs-capitalfinance@ucdavis.edu

6. MODIFICATIONS TO ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

The following section 10.4 is added to Article 10:

10.4 Electrical Certification and Apprenticeship Requirements

10.4.1 Projects where the electrical scope of work is estimated to be \$100,000 or more will include a requirement that the contractor shall:

1. Ensure that a minimum of 60% of all journeymen wiremen will be graduates of an apprenticeship program approved by the California Apprenticeship Council.
2. Ensure that a minimum of 20% of jobsite electrical workers are OSHA 10-hour General Industry Safety & Health certified.
3. Ensure that at least one jobsite electrical worker is OSHA 30-hour General Industry Safety and Health certified.

7. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

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:		<u>Minimum Requirement</u>
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
11.1.2.2	Business Automobile Liability Insurance-Limits of Liability	
	Each Accident-Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:		
11.1.2.3	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY –	<u>Minimum Requirement</u>
	Worker's Compensation	<i>(as required by Federal and State of California law)</i>
	Employer's Liability:	
	Each Employee	\$1,000,000
	Each Accident	\$1,000,000
	Policy Limit	\$1,000,000

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.

8. INFECTIOUS ILLNESS PRECAUTIONS

- a. The University is committed to avoiding the transmission of infectious diseases in and within the hospital. The 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. All employees of Contractor and its Subcontractors working at the University are encouraged to have an annual influenza vaccine. During Flu Season, all of Contractor's and its Subcontractors' job site workers may be required to show verification that they received the flu vaccine.
- c. Contractor and its employees shall comply with all current COVID-19 prevention, screening, masking, vaccination, testing, and any other related requirements at the UC Davis Health project jobsite according to State and County mandates and University policies.

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 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 General Contractor only" with the official project title clearly identified. A representative of the contractor must be on-site and equipped to receive the delivery. The University will not receive any shipment on behalf of the 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 CALOSHA 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. 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 the Project Manager 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.

[End]

**EXHIBITS
TABLE OF CONTENTS**

Exhibit 1	Certificate of Insurance
Exhibit 2	Payment Bond
Exhibit 3	Performance Bond
Exhibit 4	Application For Payment
Exhibit 5A	Selection of Retention Options
Exhibit 5B	Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention
Exhibit 6	Submittal Schedule
Exhibit 7	Cost Proposal
Exhibit 7.1	Deductive Cost Proposal
Exhibit 8	Field Order
Exhibit 9	Change Order
Exhibit 10	Conditional Waiver and Release Upon Progress Payment
Exhibit 11	Unconditional Waiver and Release Upon Progress Payment
Exhibit 12	Summary of Builder's Risk Insurance Policy
Exhibit 13	Confirmation of Certification
Exhibit 14	Report of Subcontractor Information
Exhibit 15	Certificate of Substantial Completion
Exhibit 16	Final Distribution of Contract Dollars
Exhibit 17	General Contractor Claim Certification
Exhibit 18	Subcontractor Claim Certification
Exhibit 19	Conditional Waiver and Release Upon Final Payment
Exhibit 20	Unconditional Waiver and Release Upon Final Payment
Exhibit 21	Notice of Completion
Exhibit 22	Key Personnel



CERTIFICATE OF LIABILITY INSURANCE

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

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

Special Provisions:

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with **Project No. 9557730 – ACC 0611 RAD CT Scanner Replacement**.
- 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 Health 4800 2 nd Avenue, Suite 3010 Sacramento, CA 95817 Attention: Contracts Group	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Bond No.: _____

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.: 9557730
PROJECT NAME: ACC 0611 RAD CT Scanner Replacement

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

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

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

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

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

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

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

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

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

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

By: _____ (Signature) By: _____ (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address for Notices: _____

NOTE: NOTARY ACKNOWLEDGEMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to _____ as Principal 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.: 9557730
PROJECT NAME: ACC 0611 RAD CT Scanner Replacement

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

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

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

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

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

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

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

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the others. No right of action shall accrue on this bond to or for the use of any person or corporation other than The Regents or its successors or assigns. Surety may join in any arbitration proceedings brought under the Contract and shall be bound by any arbitration award. In the event suit is brought upon this bond by The Regents, Surety shall pay reasonable attorney's fees and costs incurred by The Regents in such suit. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

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

By: _____ By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address for Notices: _____

NOTE: NOTARY ACKNOWLEDGEMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

APPLICATION FOR PAYMENT

Number: _____ Period to: _____

TO UNIVERSITY: The Regents of the University of California, 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:

	Additions	Deductions
Change Orders approved in previous months:	Total: \$ _____	\$ _____

Change Orders approved this month:

Number:	Date Approved:				
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
				Total: \$ _____	\$ _____

NET CHANGE BY CHANGE ORDERS \$ _____

Contractor and listed subcontractor (including a substitute for a listed subcontractor) shall each separately generate a report which shall be submitted with each monthly contractor payment application – or separately if no monthly payment application is made - and which shall be in the following format:

LABOR COMPLIANCE:

1. Did Contractor enter into a project labor agreement (PLA) with all subcontractors at every tier performing work in this contract?
 Yes No
(If you checked "Yes," you may skip questions 2 through 4)

2. Did skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract perform fewer than 10 hours of work during this calendar month?
 Yes No
(If you checked "Yes," you may skip questions 3 and 4)

3. What percentage of skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract are graduates of an apprenticeship program? (See Instructions to Bidders Article 2.1.9 for occupations that are excluded from this requirement.) _____

4. What was the percentage of hours of work performed by the skilled journeypersons employed by the [Contractor]/[each listed Subcontractor] in this contract? _____

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)

(Print Name)

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.

PROJECT NAME: _____
 CONTRACTOR: _____
 PROJECT NO.: _____
 APPLICATION NO.: _____

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:

Name of Subcontractor	Subcontracted Work Activity	Date Work Activity Completed

 (Contractor)

By: _____
 (Name)

 (Title)

PROJECT NAME: _____
CONTRACTOR: _____
PROJECT NO.: _____
APPLICATION NO.: _____

SCHEDULE 4
TO
APPLICATION FOR PAYMENT

DECLARATION OF RELEASE OF CLAIMS

Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate For Payment dated _____, 20____, except those listed below:

(Contractor)
By: _____
(Name)

(Title)

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

**ACC 0611 RAD CT Scanner Replacement
Project No. 9557730**

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.
- b. Obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Federal Farm Credits, Government National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation, or Federal Housing Administration.
- c. Bonds of the State of California or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- d. Interest-bearing bankers acceptances and demand or time deposits (including certificates of deposit) in banks, provided such deposits are either (1) secured at all times, in the manner and to the extent provided by law, by collateral security described in clauses a or b of this Paragraph 7 continuously having a market value at least equal to the amount so invested so long as such underlying obligations or securities are in the possession of the Securities Investors Protection Corporation, (2) in banks having a combined capital and surplus of at least One Hundred Million Dollars, or (3) fully insured by the Federal Deposit Insurance Corporation.
- e. Taxable government money market portfolios restricted to obligations with maturities of one (1) year or less, issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States of America.
- f. Commercial paper rated in the highest rating category of a nationally recognized rating agency, and issued by corporations organized and operating within the United States of America and having total assets in excess of Five Hundred Million Dollars.

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

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

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

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

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

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

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

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

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

"The undersigned, on behalf of _____ whose
(Name of Contractor)
address is _____ represents,
(Street Address, City, State, Zip Code)
covenants and warrants that the securities tendered herewith are lien free and shall remain lien free during their retention by the Escrow Agent.
I, _____, hereby declare that I am the _____
(Name) (Title)
of _____, that I am duly authorized to make this
(Name of Contractor)
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. _____
Jason Nietupski
(Name)

(Signature)
916-734-7024
(Telephone Number)
2. _____
Craig Allen
(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:

By _____
(Signature)

Jason Nietupski
(Printed Name)

Executive Director
Facilities Planning & Development Division
(Title)

916-734-7024
(Telephone Number)

By _____
(Signature)

Craig Allen
(Printed Name)

Director, Capital Projects
(Title)

916-734-7024
(Telephone Number)

Escrow Agent:

By _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

Contractor:

By _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

By _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

SUBMITTAL SCHEDULE

Project Name: _____

Project Number: _____

Facility: Facilities Design and Construction

Contract Date: _____

Subcontractor: _____

Specification Section: _____

Work Activity: _____

Event	Scheduled Completion Date	Actual Completion Date	Calendar Days Required to Complete
1. Received by Contractor and Time for Checking			
2. First Delivered to University's Representative and Time for Checking			
3. Return to Contractor			
4. Corrections Completed and Time for Corrections			
5. Next Delivered to University's Representative and Time for Checking			
6. Return to Contractor			
7. Approval for Job Information			
8. Approval for Fabrication and Time for Fabrication			
9. Fabrication Completed			
10. Shipping Date and Time Enroute			
11. Delivery to Job			

COST PROPOSAL

Date: _____

Change Order Request No.: _____

Project No.: _____

Project Name: _____

UC 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," (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary", and (f) the attached form titled "Cost Breakdown for Supporting Documentation," and (g) the attached form titled "Labor Breakdown for Supporting Documentation." Items (f) and (g) listed above are optional and shall be completed as instructed.
2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" "Cost Breakdown for Supporting Documentation," and "Labor Breakdown for Supporting Documentation" for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Article 7.3 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule): _____
(Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total from line 18, col. 4 of Cost Proposal Summary): \$ _____

Refer to Article 7 of the General Conditions.

Submitted:

Received:

(Contractor)

(University's Representative)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

COST PROPOSAL SUMMARY

Change Order Request No.: _____

Contractor Name: _____

UC Davis Health
Facilities Design and Construction

		(1)	(2)	(3)	
		Contractor	1st Tier Subs	2nd & Lower Tier Subs	Total
ACTUAL COSTS	1. Straight Time Wages/Salaries – Labor				
	2. Fringe Benefits and Payroll Taxes – Labor				
	3. Overtime Wages/Salaries – Labor				
	4. Fringe Benefits and Payroll Taxes – Overtime				
	5. Materials and Consumable Items				
	6. Sales Taxes (On line 5)				
	7. Rental Charges				
	8. Royalties				
	9. Permits				
	10.Total Direct Expense (Sum of lines 1-9)				
	11. Insurance & Bonds (up to 2% of line 10)				
CONTRACTOR FEE	12. Sub-Sub (15% of line 10; col. 3)				
	13. Subcontractor (5% of line 10; col. 3)				
	14. Subcontractor (15% of line 10; col. 2)				
	15. Contractor (5% of line 10; col. 2 & 3)				
	16. Contractor (15% of line 10; col. 1)				
	17. Contractor Fee (Sum of lines 12-16)				
TOTAL	18. Sum of lines 10, 11, & 17				

Actual Costs are taken from line 12 of the attached forms titled, "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work.

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Contractor/Subcontractor Name: _____

Change Order Request No.: _____

Work Activity: _____

UC Davis Health
Facilities Design and Construction

COST ITEM	DESCRIPTION	COST ⁽¹⁾
ACTUAL COSTS	1. Straight Time Wages/Salaries – Labor	
	2. Fringe Benefits and Payroll Taxes – Labor: % of line 1	
	3. Overtime Wages/Salaries – Labor (Attach University Representative's written authorization)	
	4. Fringe Benefits and Payroll Taxes – Overtime: % of line 3	
	5. Materials and Consumable items	
	6. Sales Taxes: % of line 5	
	7. Rental Charges (attach CalTrans' Schedule)	
	8. Royalties	
	9. Permits	
	10. Total Direct Expense – sum of lines 1-9	
	11. Insurance and Bonds % of line 10 (up to 2% of line 10)	
TOTAL	12. Sum of lines 10 and 11	

(Company Name)

(Contractor's Company Name)

(Signature) ⁽²⁾

(Signature) ⁽³⁾

(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.

LABOR RATE BREAKDOWN for SUPPORTING DOCUMENTATION

CONTRACTOR/SUBCONTRACTOR _____ Date: _____

(1)\$ _____ BASIC HOURLY RATE for _____ CRAFT

- _____ Prevailing Wage Employer Payments
- _____ HEALTH AND WELFARE
- _____ PENSION
- _____ VACATION/HOLIDAY
- _____ TRAINING

(2)\$ _____ Subtotal - Employer Payments

- _____ Labor Burden paid by Employer
- _____ WORKERS COMP INSURANCE
- _____ STATE UNEMPLOYMENT (SUI)
- _____ FED UNEMPLOYMENT (FUI)
- _____ SOCIAL SECURITY (FICA)
- _____ MEDICARE (FMI)

(3)\$ _____ Subtotal - Burden

\$ _____ TOTAL LINES 1 +2 +3

I certify the above information is true and correct

Signed: _____

COST PROPOSAL
(for Deductive Change Order)

Date: _____

Change Order Request No.: _____

UC Davis Health

Scope of Change:

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary," (f) the attached form titled "Cost Breakdown for Supporting Documentation," and (g) the attached form titled "Labor Breakdown for Supporting Documentation." Items (f) and (g) listed above are optional and shall be completed as instructed.
2. Attach the forms titled "Supporting Documentation for the Cost Proposal Summary", "Cost Breakdown for Supporting Documentation," and "Labor Breakdown for Supporting Documentation", for Contractor and each Subcontractor involved in the Deductive Work. Each such form shall be completed and signed by Contractor or Subcontractor scheduled to perform 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 Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Deducted Work of Contractor and each Subcontractor involved in that 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 7.3.4.2 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)

Received: _____
(University's Representative)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

COST PROPOSAL SUMMARY

Change Order Request No.: _____

Contractor Name: _____

UC Davis Health

		(1)	(2)	(3)	(4)
		Contractor	1st Tier Subs	2nd & Lower Tier Subs	Total
ACTUAL COSTS	1. Straight Time Wages/Salaries - Labor				
	2. Fringe Benefits and Payroll Taxes - Labor				
	3. Overtime Wages/Salaries - Labor				
	4. Fringe Benefits and Payroll Taxes - Overtime				
	5. Materials and Consumable Items				
	6. Sales Taxes (On line 5)				
	7. Rental Charges				
	8. Royalties				
	9. Permits				
	10.Total Direct Expense (Sum of lines 1-9)				
CONTRACT OR FEE	11. Insurance & Bonds (shall not exceed 2% of line 10)				
	12. Sub-Sub (5% of line 10; col. 3)				
	13. Subcontractor (5% of line 10; col. 3)				
	14. Contractor (5% of line 10; col. 2 & 3)				
	15. Contractor Fee (Sum of lines 12-14)				
TOTAL	16. Sum of lines 10, 11, & 15				

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 Deductive Work.

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Contractor/Subcontractor Name: _____

Change Order Request No.: _____

Work Activity: _____

UC Davis Health

COST ITEM	DESCRIPTION	COST ⁽¹⁾
	1. Straight Time Wages/Salaries -- Labor	
	2. Fringe Benefits and Payroll Taxes -- Labor: % of line 1	
	3. Overtime Wages/Salaries - Labor (Attach University Representative's written authorization)	
ACTUAL COSTS	4. Fringe Benefits and Payroll Taxes -- Overtime: % of line 3	
	5. Materials and Consumable items	
	6. Sales Taxes: % of line 5	
	7. Rental Charges (attach Caltrans' Schedule)	
	8. Royalties	
	9. Permits	
	10. Total Direct Expense -- sum of lines 1-9	
TOTAL	12. Sum of line 10	

(Company Name)

(Contractor's Company Name)

(Signature) ⁽²⁾

(Signature) ⁽³⁾

(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 that was to perform 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:

Estimated Adjustment of Contract
Time:

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 UCDCM FD&C before the Change Order can be processed.

CC: Inspector, Consultant, File

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: _____

FUNDS APPROVED:

By: _____

Date: _____

ACCEPTED:

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: _____

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 end of summary). **Therefore, this document should be used as a guideline only.***

INSURANCE COMPANY: Liberty Mutual Fire Insurance Company

BEST'S RATING: A XV

NAMED INSURED: Regents of the University of California

INSURING AGREEMENT

This Policy, subject to the Limit of Liability and the terms, conditions, and limitations contained herein or endorsed hereon, insures against all risks of direct physical loss or damage to Covered Property while at the construction site, stored off-site, or in the course of transit within this policy's territory and occurring during the period of insurance of this policy.

LIMITS OF LIABILITY

SCHEDULE OF LIMITS

This Company shall not be liable for more than the Limit of Liability, as stated in Confirmation of Coverage, in any one Occurrence for any one Insured Project, subject to the following limits and sublimits:

MASTER POLICY LIMITS, BY CONSTRUCTION CLASS

\$150,000,000 per project, per occurrence; except,
\$ 15,000,000 per project, Joisted Masonry construction
\$ 10,000,000 per project, Wood Frame construction

NOTE: *The total estimated construction cost is estimated through project completion and reported on the original Builder's Risk Insurance Application. This Limit of Liability will correspond with the total estimated construction cost as shown on the original Builder's Risk Insurance Application. If the construction costs should increase, the Limit of Liability should be subsequently increased, once advance notice has been given to Alliant Insurance Services, Inc. by the University's representative.*

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

KEY SUBLIMITS (Per Occurrence unless otherwise stated):

1. \$10,000,000 for **Wood Frame Construction**
2. \$15,000,000 for **Joisted Masonry Construction**
3. \$25,000,000 as respects **Demolition and Increased Cost of Construction**
4. \$5,000,000 as respects **Expediting Expense, Contractor's Extra Expense**, General Conditions Expense / \$500,000 Owner's Extra Expense / \$100,000 Infrastructure Extra Expense
5. \$10,000,000 as respects **Temporary Offsite Location** (per location)
6. \$10,000,000 as respects **Transit** (Inland only)
7. \$15,000,000 as respects **Debris Removal**
8. \$1,000,000 as respects **Construction Documentation, Valuable Papers and Records**
9. \$5,000,000 as respects **Design Professional Fees**
10. \$1,000,000 as respects **Claims Preparation Expenses**
11. \$1,000,000 as respects **Crane Re-Erection Expense**
12. \$500,000 as respects **Scaffolding, Forms and Falsework Re-Erection Expense**
13. \$500,000 as respects **Pollution Cleanup and Decontamination** (Per project aggregate)
14. \$750,000 as respects **Fire Protection Equipment Refills**
15. \$500,000 as respects **Governmental Authority Protection Services**
16. \$500,000 as respects **Fungus, Wet Rot, Dry Rot or Bacteria**
17. \$2,000,000 as respects **Preservation of Property Protection Expense – 30 Days**
18. \$50,000 as respects **Reward Payment**
19. Included for 30 Days as respects **Hot Testing**
20. No sublimit as respects **Off Premises Service Interruption – Direct Damage**
21. No Sublimit as respects **Green/LEED Rating System**
22. No Sublimit for **Landscaping Materials**
23. No Sublimit as respects **Water Damage (Includes Frost, Freeze, Falling of Ice)**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

TERMS AND CONDITIONS

NAMED INSURED

The Regents of the University of California and all affiliated and subsidiary companies, corporations, ventures, partnerships or other organizations, all owned, controlled or managed by the Named Insured and all as now exist or may hereafter be constituted or acquired.

ADDITIONAL INSUREDS

Except noted above, this Policy recognizes owners, contractors, subcontractors of any tier, architects, engineers, and any other individual or entity, all as required by contract documents or subcontract documents executed with respect to the insured project prior to the date of loss or damage to covered property as an Additional Insured, and then only as to their respective financial interest in the coverage property.

Notwithstanding the foregoing sentence, architects, engineers, manufacturers and suppliers shall only be Additional Insureds with respect to their activities at the insured project location.

ATTACHMENT/TERMINATION

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2023 at 12:01 AM and ends on September 1, 2025 at 12:01 AM

Coverage for each Insured Project declared under the Master Policy will go into effect and continue in full force and effect during the Coverage Period specified in the Confirmation of Coverage.

NOTIFICATION OF COVERAGE/TERMINATION: *The Confirmation of Coverage period will correspond with the earliest estimated Notice to Proceed date for any construction phase and estimated Notice of Final Completion date as indicated on the original Builder's Risk Insurance Application. If construction is not completed on time and coverage beyond the previously reported estimated Notice of Final Completion date is required, prior notification must be given to Alliant Insurance Services, Inc. by the University Representative 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 contract value for all construction phases, estimated through project completion.)

Deductible	All Other Perils	Water Damage
\$10,000	<ul style="list-style-type: none"> • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible projects ≤\$25,000,000 • Joisted Masonry projects ≤\$15,000,000 • Wood Frame projects ≤\$2,000,000 • All JOC's 	<ul style="list-style-type: none"> • All JOC's
\$25,000	<ul style="list-style-type: none"> • Wood Frame projects ≤\$2,000,000 • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible including cleanrooms ISO class 5-9 projects >\$25,000,000 and ≤\$150,000,000 	N/A
\$50,000	<ul style="list-style-type: none"> • Wood Frame projects <\$2,000,000 and ≤\$10,000,000 • All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects 	<ul style="list-style-type: none"> • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible projects >\$5,000,000 and ≤\$25,000,000
\$100,000	N/A	<ul style="list-style-type: none"> • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible including cleanrooms ISO class 5-9 projects >\$25,000,000 and ≤\$50,000,000 • Wood Frame projects ≤\$10,000,000 • Joisted Masonry projects ≤\$15,000,000 • All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects • Hot testing (applicable for projects ≤\$100M only) have a 30 day waiting period and a \$100,000 deductible

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

\$150,000	N/A	<ul style="list-style-type: none">• Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible including cleanrooms ISO class 5-9 projects >\$50,000,000 and ≤\$150,000,000
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NOTE: *The contractor shall be responsible for the deductibles.*

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

KEY EXCLUSIONS

KEY PROPERTY NOT COVERED

Covered property does not include:

1. Land and land values and the value of cut, fill and backfill materials existing at the location of the insured project prior to project commencement. However, the following are covered to the extent identified in the contract documents and included in the Total Project Value:
 - Fill and backfill materials purchased for use in the completion of the insured project; and
 - Labor and material charges incurred to excavate land and to move, remove, place or otherwise handle cut, fill and backfill materials, whether such materials are insured or uninsured.
2. Any part of contractor's equipment including, tools, machinery, hoists, jacks, lifts, cranes or property of similar kind not intended to become a permanent part of the insured project;
3. Vehicles and equipment licensed for highway use, rolling stock, aircraft or watercraft;
4. Water, other than water that is contained within any enclosed tank, piping system, or any other processing equipment; standing timber including undisturbed natural wooded areas; growing crops; or animals;
5. Accounts, bills, currency, stamps, evidence of debts, checks, money, securities, precious metals, precious stones or other property of a similar nature;
6. Existing real property;
7. Property at a project site that stores, processes, handles or makes use of radioactive materials; however, this does not apply to project site making use of radioactive isotopes contained within equipment used for diagnostic or testing purposes;
8. Roadways, sidewalks or other paved or concrete surfaces at the project site that existed prior to the beginning of the Insured project;
9. Contraband or property in the course of illegal transportation or trade; or
10. Overhead transmission, distribution or communications lines, and their supporting structures, except to the extent identified in the contract documents and included in the total estimated construction cost.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

KEY EXCLUDED CAUSES OF LOSS

1. This policy will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, even if such other cause or event would otherwise be covered. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

a. Governmental Action

Seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority.

This exclusion does not apply to seizure or destruction of property by order of governmental authority taken at the time of a fire to prevent its spread.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused, except as provided under Section E., Coverage Extensions, Radioactive Contamination. But if Nuclear reaction or radiation, or radioactive contamination results in fire, this policy will pay for the direct loss or damage caused by that fire.

c. Ordinance or Law

(1) The enforcement of or compliance with any ordinance or law:

- (a) Regulating the construction, use or repair of any property; or
- (b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion applies whether the loss or damage results from:

- (a) An ordinance or law that is enforced even if the property has not been damage; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

This exclusion applies, except as provided under Section E., Coverage Extension, Ordinance or Law.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

d. War and Military Action

War and military action, meaning:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

2. We will not pay for:

a. Consequential Loss

Loss, damage, cost or expense caused by, resulting from, or attributable to any of the following:

- (1) Loss of market or loss of use;
- (2) Liquidated damages, performances penalties or penalties for non-completion, except as provided under Section E., Coverage Extensions, Contract Penalties;
- (3) Non-Compliance with contract conditions;
- (4) Delay in completion of construction, except as provided under Time Element coverage, if endorsed to this Policy; or
- (5) Re-Sequencing or inefficiencies of construction activities.

b. Cracking and Settling

Loss or damage caused by, resulting from or attributable to normal or expected subsidence, settling, cracking, expansion, contraction or shrinkage of walls, floors, ceilings, buildings, foundations, patios, walkways, driveways or pavements.

But if loss or damage caused by a covered cause of loss results, we will pay for the resulting loss or damage caused by that covered cause of loss.

c. Disappearance or Shortage

Missing property when the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

d. Dishonest Acts

Loss or damage caused by or resulting from fraudulent, dishonest or criminal acts of any Insured or any of the Insured's partners, officers, directors, trustees, managers, employees (including leased or temporary employees) or others to whom the property is entrusted, except as provided under Section E., Coverage Extensions, Dishonest Acts.

This exclusion does not apply to:

- (1) Acts of destruction committed by the Insured's employees (including leased or temporary employees); or
- (2) Covered property in the custody of any carrier for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons, or whether such acts occur during the hours of employment.

e. Electronic Vandalism, Defects or Errors

Loss or damage to electronic hardware, software, programs or data caused by or resulting from:

- (1) Computer virus;
- (2) Willful or malicious electronic alteration, manipulation, tampering, or destruction by authorized or unauthorized users;
- (3) Failure, malfunction, deficiency, deletion, errors, or omissions in:
 - (a) Programming;
 - (b) Instructions to a machine; or
 - (c) Installation or maintenance of electronic hardware; or
- (4) Mysterious disappearance of code;

Except as provided by Section E. Coverage Extensions, Electronic Vandalism.

But if loss or damage caused by a specified cause of loss results, this policy will pay for the resulting loss or damage caused by that specified cause of loss.

f. Expected, Preventable or Accumulated Losses

Loss or damage caused by or resulting from wear and tear, deterioration, inherent vice, hidden or latent defect, corrosion, rust or dampness or dryness of the atmosphere.

But if loss or damage caused by a covered cause of loss results, this policy will pay for the resulting loss or damage caused by that covered cause of loss.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

g. Faulty, Inadequate or Defective Workmanship or Design

Loss, damage, cost or expense caused by or resulting from faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
- (3) Materials used in repair, construction, renovation, remodeling, grading or compaction;
or
- (4) Maintenance;

Of part or all of any property on or off the project site described in the Declarations.

But if loss or damage caused by a covered cause of loss results, this policy will pay for the resulting loss or damage caused by that covered cause of loss. However, in no event this policy will pay for the covered property that was faulty or defective; the costs or expense to improve or redesign the original materials; supplies, designs, plans or specifications; or to improve workmanship.

The mere existence of any faulty, inadequate or defective conditions listed in paragraphs g. (1). Through g. (4)., above is not direct physical loss or damage.

h. Fines or Penalties

Fines or penalties imposed on the Insured at the order of any government agency, court or other authority.

i. Fungus, Wet Rot, Dry Rot or Bacteria

Loss or damage consisting of, directly or indirectly caused by, contributed to or aggravated by the presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria, including any expense to remediate the presence or effects of any of the foregoing.

But if Fungus, wet or dry or bacteria result in a covered cause of loss, this policy will pay for the loss or damage caused by that covered cause of loss.

This exclusion does not apply:

- (1) When fungus, wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided under Section E., Coverage Extensions, Fungus, Wet Rot, Dry Rot or Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

j. Pollutants

Loss, damage, cost or expense caused by or resulting from the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants, unless the discharge, dispersal, seepage, migration, release, or escape is directly caused by a specified cause of loss.

But if the discharge, dispersal, seepage, migration, release, or escape of pollutants results in a specified cause of loss, this policy will pay for the loss or damage caused by that specified cause of loss.

This policy will also not pay for loss, damage, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that requires any Insured or others to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants.

k. Landscaping Materials

Insurance Company will not pay for direct physical loss or damage to landscaping materials caused by or resulting from:

- a. Infestation, disease, freezing, drought, lack of moisture, hail or weight of ice or snow; or
- b. Insects, vermin, rodents or animals.

l. Terrorism: Coverage has not been endorsed to this policy.

m. Damage to Existing Property: Coverage has not been endorsed to this policy.

n. Delay in Completion: Coverage has not been endorsed to this policy.

o. Earth Movement – Coverage has not been endorsed to this policy.

p. Flood – Coverage has not been endorsed to this policy.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

SELECT EXTENSIONS OF COVERAGE

1. Expediting and Contractor's Extra Expense

a. In the event of direct physical loss or damage to covered property caused by or resulting from a covered cause of loss, this Company will pay for the reasonable and necessary:

(1) Expediting expenses, including:

(a) Wages for overtime, night work, and work on public holidays;

(b) Extra costs of express freight or other rapid means of transportation; and

(c) Extra costs of rental equipment;

Which are necessary to make temporary repairs or to expedite the permanent repair or replacement of the covered property sustaining such loss or damage;

(2) Owner's Extra Expense; and

(3) Contractor's extra expense and general conditions expense in excess of the total expense that would normally have been incurred during the period of time required to repair or replace covered property with reasonable speed and similar quality for the purpose of continuing the scheduled progress of undamaged work, and only to the extent such expenses are necessary to continue as nearly as practicable the normal operation of the work in progress.

2. Demolition and Increased Cost of Construction

a. In the event of direct physical loss or damage caused by a covered cause of loss to a building or structure that is covered property, the Company will pay for the:

(1) Cost to demolish and clear the project site of the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that required demolition of such undamaged property;

(2) Cost for recycling debris from the undamaged portion of the constructed, erected or installed covered property at a recycling facility, including the associated transportation costs, when those costs are incurred as a result of the demolition of the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property;

(3) Increase costs incurred by the Insured to repair, rebuild or replace the damaged and undamaged portions of that covered property for the same intended use as per the written contract in place at the time of direct physical loss or damage when the increased cost is a consequence of a requirement to comply with the minimum standards of an ordinance or law; and

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- (4) Loss to the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Any income generated from debris recycling will reduce the Company loss payment.

- b. We will not pay under this Ordinance or Law Coverage Extension for:
- (1) Costs associated with the enforcement of any ordinance or law which required any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants, fungus, wet rot, dry rot or bacteria;
 - (2) Enforcement of any ordinance or law which required the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria; or
 - (3) Costs to comply with any ordinance or law that was required to be complied with in the absence of the loss or damage.

3. Preservation of Property Protection Expense

- a. If in the event of actual or imminent physical loss or damage to covered property caused by a covered cause of loss, this policy will pay for the reasonable and necessary expenses incurred by the Insured to protect the covered property by:
- (1) Removing it from the project site or a temporary offsite location;
 - (2) Storing it away from the project site or a temporary offsite location for up to the number of days shown in the Builder's Risk Coverage Extensions Supplemental Declarations from the date it was first moved; and
 - (3) Returning it to the project site or temporary offsite location after the threat of actual or imminent loss or damage has passed.
- b. This policy will reimburse the Insured for the reasonable and necessary expenses to protect covered property at the project site or temporary offsite location from actual or imminent physical loss or damage from fire, named storm or flood that has been forecast by the National Weather Service or the U.S. Army Corps of Engineers, but only if coverage is provided under this Policy for that cause of loss.

The Insured must keep a record of the expenses incurred.

No Deductible applies to this Coverage Extension.

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4. Construction Documentation, Valuable Papers and Records

Subject to the stated sublimit, this Policy is extended to cover direct physical loss or damage to construction documentation, valuable papers, and records caused by a covered cause of loss.

This Company will value construction documentation, valuable papers, and records at the full cost necessary to research and reproduce the lost construction documentation, valuable papers, and records, plus the cost of the blank materials on which it resides. However, this company will only pay for costs of research and reproduction if the Insured reproduces the construction documentation, valuable papers, and records.

5. Crane Re-Erection Expense

If a tower or pole crane is lost or damaged by a covered cause of loss at the project site, this policy will pay the reasonable and necessary costs incurred by the Insured to re-erect a tower or pole crane necessary to complete the insured project. However, this policy will not cover any loss or damage to the tower or pole crane itself, unless such tower or pole crane is scheduled on a Contractor's Equipment Coverage endorsement, attached to this Policy.

6. Scaffolding, Forms or Falsework Re-Erection Expense

If scaffolding, forms or falsework covered under this policy is lost or damaged by a covered cause of loss at the project site, the Insurance Company will pay the reasonable and necessary costs incurred by the insured to re-erect scaffolding, forms or falsework necessary to complete the insured project.

7. Debris Removal

Subject to the Sublimit of Liability, in the event of direct physical loss or damage by a covered cause of loss occurs to covered property, this policy will pay:

- a. The cost the Insured incurs to demolish, clear and remove debris of covered property, including such property while in transit or at a temporary offsite location; and
- b. The reasonable and necessary expense incurred by the Insured for:
 - (1) Recycling debris of covered property at a recycling facility, including the associated transportation costs; and
 - (2) Removing debris of uncovered property from the project site.

The expenses will be paid only if reported to the Company in writing within three hundred sixty-five (365) days of the date of loss or damage.

Any income generated from debris recycling will reduce the Company loss payment

In no event will there be coverage under this Debris Removal Coverage Extension for any costs to:

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- (1) Extract pollutants from land, water or debris;
- (2) Remove, restore, or replace polluted land or water; or
- (3) Transport, store, decontaminate or recycle contaminated debris.

8. Design Professional Fees

Subject to the stated sublimit, this policy will reimburse the first Named Insured for reasonable and necessary expenses incurred for design professional services to repair, rebuild or replace the lost or damage covered property to the original design, if it has been damaged by a covered cause of loss.

9. Claims Preparation Expense

This Company will reimburse you for the reasonable and necessary claim preparation expenses you incur in preparing claim information, when it's required, for the purpose of determining the amount of loss or damage prior to finalizing a claim adjustment.

- a. Claim preparation expense means the expenses incurred by the Insured for only the following:
 - (1) The Insured's employees to produce or certify any particulars or details contained within the Insured's books or documents, or such other proofs, information or evidence required by us;
 - (2) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and
 - (3) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.
- b. Claim preparation expense does not mean the expenses incurred for:
 - (1) Negotiating or presenting any claim that we have disputed or denied;
 - (2) Attorneys, public adjusters, loss appraisers or loss consultants or their affiliates;
 - (3) Examinations under oath, even if requested by this Company
 - (4) Travel; or
 - (5) Insurance brokers or insurance agents, or their affiliates, without our written consent prior to such expenses being incurred.

This Coverage extension does not apply until a claim for covered loss or damage to covered property has been submitted to and accepted by the Insurance Company. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Coverage Extension.

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10. Fungus, Wet Rot, Dry Rot or Bacteria

If fungus, wet rot, dry rot or bacteria is caused by or results from a covered cause of loss, other than fire or lightning, this Company will pay for:

- a. Direct physical loss or damage to covered property at the project site or a temporary offsite location caused by or resulting from fungus, wet rot, dry rot or bacteria, including the cost of removal of the fungus, wet rot, dry rot or bacteria; and
- b. The reasonable and necessary expenses to:
 - (1) Test for, monitor or assess the existence, concentration or effects of fungus, wet rot, dry rot or bacteria;
 - (2) Tear out and replace any part of covered property needed to gain access to the fungus, wet rot, dry rot or bacteria; and
 - (3) Clean up, remove or remediate fungus, wet rot, dry rot or bacteria.

The coverage described in paragraphs 9.a and 9.b, of this Coverage Extension only applies if the Insured takes all reasonable steps to save and preserve property from further loss or damage at the time of, and after the discovery of the fungus, wet rot, dry rot or bacteria.

If there is covered loss or damage to covered property, not caused by fungus, wet rot, dry rot or bacteria loss payment will not be limited by the terms of this Coverage Extension, except to the extent that fungus, wet rot, dry rot or bacteria, causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Coverage Extension. The most this Company will pay under this Coverage Extension is the Sub-Limit of Liability shown for Fungus, Wet Rot, Dry Rot or Bacteria. This is the most we will pay for the total of all loss or damage under this Coverage Extension, even if the fungus, wet rot, dry rot or bacteria continues to be present or active, or recurs, in a later Policy Term.

11. Governmental Authority Protection Service Charges

When the fire department, policy department or other governmental authority is called to save or protect covered property from a covered cause of loss at the project site or a temporary offsite location, this policy will pay the Insured's liability for service charges assessed that are:

- A. Assumed by written contract or written agreement prior to loss or damage; or
- B. Required by local ordinance, law or statute.

This policy will also pay for those costs incurred by the Insured's fire brigade to save or protect covered property from fire, but not including the costs to refill fire protective equipment.

The most this policy will pay for this Coverage Extension in any one occurrence, regardless of the number of responding departments or authorities or number of services performed, is the Sub-Limit of Liability shown for Government Authority Protection Service Charges.

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No Deductible applies to this Coverage Extension.

12. Fire Protection Equipment Refills

Insurance Company will pay the reasonable and necessary costs the Insured incurs to refill fire protection equipment which has been discharged accidentally or in the course of saving or protecting covered property from a covered cause of loss.

13. Pollutant Clean-Up and Decontamination

- a. This policy will pay the reasonable and necessary costs incurred by you to extract pollutants from land or water at the project site or a temporary offsite location if the discharge, dispersal, seepage, migration, release or escape of pollutants is directly caused by a covered cause of loss.
- b. When required by ordinance, law or regulation in effect at the time of loss or damage, this policy will pay the reasonable and necessary costs incurred by you to extract pollutants from debris at the project site or a temporary offsite location if the discharge, dispersal, seepage, migration, release or escape of pollutants is directly caused by a covered cause of loss.
- c. When paragraph a. above applies, this policy will also pay the Insured's reasonable and necessary costs incurred for:
 - (1) Restoring or replacing that contaminated land or water; and
 - (2) Testing performed in the course of extracting those pollutants from the land or water.
- d. When paragraph b. above applies, this policy will also pay the Insured's reasonable and necessary costs incurred for transporting that contaminated debris to a temporary storage or decontamination facility.

These costs will be paid only if they are reported to the Insurance Company in writing within one hundred eighty (180) days of the date on which the covered cause of loss occurs.

This Coverage Extension does not apply to any other costs to test for, monitor or assess the existence, concentration or effects of pollutants.

14. Prevention of Access

Civil Authority / Ingress or Egress

The Insurance Company will pay for the reasonable and necessary contractor's extra expense, owner's extra expense and general conditions expense incurred by the insured, in excess of the total expense that would normally have been incurred during the same period of time had no loss or damage occurred, for the purpose of continuing the scheduled progress of undamaged work, but only to the extent such expenses are necessary to continue as nearly as practicable the normal operation of the work in progress.

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Civil Authority

When an order of civil authority restricts or prohibits access to the project site in response to direct physical loss or damage caused by a covered cause of loss to property not insured under this policy and located within 2-miles of the project site. Coverage begins 72-hours after the time of direct physical loss or damaged caused by a covered cause of loss.

Ingress or Egress Coverage

When ingress or egress to the project site by suppliers, contractors, or employees is physically obstructed due to direct physical loss or damage caused by a covered cause of loss to property not insured under this policy and located within 2-miles of the project site. Coverage begins 72-hours after the time of direct physical loss or damaged caused by a covered cause of loss.

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SELECTED GENERAL CONDITIONS

1. REQUIREMENTS IN CASE OF LOSS

In the event of loss or damage to Insured Property the Insured shall:

- A. Notify the police if a law may have been broken
- B. Give Insurance Company prompt notice of the loss or damage. Include a description of the property involved.
- C. As soon as possible, give the Insurance Company a description of how, when and where the loss or damage occurred.
- D. Take all reasonable steps to protect the Covered Property from further damage.
- E. Not voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- F. Permit the Insurance Company to inspect the property.
- G. Submit to examinations under oath about any matter relating to this insurance of the claim.
- H. Send the Insurance Company a signed, sworn proof of loss containing the information they request to settle the claim, within 60-days after the Insurance Company's request.
- I. Immediately send the Insurance Company copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- J. Cooperate with the Insurance Company in the investigation or settlement of the claim.

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2. VALUATION

1. Except as provided in paragraphs 2., 3., and 4., below, the cost to repair, rebuild or replace covered property by the Insured as the time of direct physical loss or damage will be based on the following:
 - A. Direct payroll cost for labor directly chargeable and related to the repair, rebuild or replacement of the damaged covered property;
 - B. Contractors' profit, overhead charges and construction management fees as included in the original contract, or in any subsequent change order contract, as applicable;
 - C. Expenses for the dismantling, transportation and reassembly of damaged covered property;
 - D. General conditions expense; and
 - E. Property under construction at the Insured's cost.

For a green building, the valuation will include applicable green standards in force at the time of loss or damage in the cost to repair, rebuild or replace the lost or damaged green building. If applicable green standards, or equivalent standards, are not available, this policy will replace the lost or damaged green building with construction materials and equipment of like kind and quality.

2. Property under construction owned by others at the lesser of the following:
 - a. The cost to repair, rebuild or replace property under construction at the time of direct physical loss or damage with materials of like kind and quality; or
 - b. The amount the Insured is legally obligated to pay for direct physical loss or damage by reason of the Insured's assumption of liability for such loss or damage in written agreement executed prior to the loss or damage of that property.
3. Property under construction owned by the Insured that was refurbished, reconditioned or recertified, at the lesser of the cost to repair or replace the property under construction or the price which that property might be expected to realize if offered for sale in a fair market on the date of loss or damage.
4. Landscaping materials at the cost to repair or replace landscaping materials at the time of direct physical loss or damage with readily available commercial nursery stock.
5. Office contents, other than the contents of construction trailers, at a temporary offsite location, at the cost to repair or replace the covered property at the time of direct physical loss or damage with similar property intended to perform the same function. Office contents not replaced will be valued at actual cash value, at the time and place of loss or damage.

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Insurance provided for office contents while at a temporary offsite location, is excess over any other valid and collectible insurance available to the owner of such property.

6. Property in transit at the invoice cost of the lost or damage covered property plus accrued shipping charges less shipper's liability, if any.

3. INCREASED HAZARD

If the circumstances in which this insurance was entered into are altered, or if the risk materially increases, the Insured shall give notice in writing to the Insurance Company within thirty (30) days of the Insured's knowledge of the same.

4. OTHER INSURANCE

1. This insurance is primary, except when paragraphs 2., 3., or 4, below apply.
2. This insurance is excess over any underlying insurance, including any insurance that you purchased for all or any part of a Deductible in this Policy. The existence of underlying insurance shall not prejudice the Insured's rights under this Policy. The Deductible and any amount paid under such underlying insurance will apply to the applicable Deductible under this policy.
3. To the extent others are responsible for loss of or damage to covered property while in transit under terms Free on Board, this insurance will be excess insurance and will not contribute with such other insurance.
4. If there is other insurance, whether purchased by the Insured or others, subject to the same plan, terms, conditions and provisions as the insurance provided under this Policy, the Company will pay their share of the covered loss or damage. The company share is the proportion that the applicable Limit of Liability or Sub-Limit of Liability under this Policy bears to the sum of all the Limits of Liability or Sub-Limits of Liability covering on the same basis.

Insured can purchase excess insurance commencing on or after the inception of this Policy that is specifically excess over the Limit of Liability or Sub-Limits of Liability under this policy without prejudice to this Policy. The existence of such insurance shall not reduce any liability under this policy.

5. PERMISSION TO OCCUPY IS GRANTED

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SELECTED DEFINITIONS

The following terms have been defined in the policy – the policy definitions will be applied in the event of a loss.

1. FLOOD:

Flood means:

- (1) Surface waters; rising waters; storm surge; wave wash; waves; tsunami; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not;
- (2) Water or other material that backs up or overflows from any sewer, septic tank, sump or drain resulting *from any of the foregoing*; or
- (3) Mudslide or mudflow caused by or resulting from surface water, runoff or accumulation of water on or under the ground;

Regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss.

Loss or damage from flood associated with a storm or weather disturbance whether or not identified by name by any meteorological authority is considered to be flood within the terms of this Policy. However, physical loss or damage, from fire, explosion, theft or sprinkler leakage caused by flood will not be considered to be loss by flood within the terms and conditions of this Policy.

2. POLLUTANTS:

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, lead, asbestos, PCB's, petroleum products, silica, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. EARTH MOVEMENT:

- a. Earth movement means earthquake, landslide, subsidence or earth sinking (other than sinkhole collapse), rising or shifting of the earth, avalanche, whether natural or man-made, or volcanic eruption; regardless of any other cause or event contributing concurrently or in any other sequence of loss.

However, physical loss or damage, from fire, explosion, theft, sprinkler leakage, or flood caused by earth movement will not be considered to be loss by earth movement within the terms and conditions of this Policy.

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4. OCCURRENCE:

Means all loss or damage attributable directly or indirectly to one (1) cause or series of similar causes. All such loss or damage will be added together and the total loss or damage will be treated as one (1) occurrence.

Unless otherwise amended by an endorsement attached to this Policy:

- a. All loss or damage resulting from a continuous flood event, irrespective of the amount of time or area over which such loss or damage occurs, will be considered a single occurrence.

All loss or damage from earth movement or named storm within the time period specified in the Occurrence Time Specifications shown on the Declarations will be considered a single occurrence. The first Named Insured may elect the point in time when the time period specified in the Occurrence Time Specifications begins.

An occurrence that commences during the Policy term will not be limited by the expiration of this Policy.

5. WATER DAMAGE:

All water damage excluding flood, however caused, whether by natural event or manmade, including but not limited to interior water damage, damage due to water from pipe breakage or sprinkler leakage, damage from rainfall and/or resulting runoff; all whether wind driven or not.

6. TESTING:

COLD TESTING - means testing, exclusive of Hot Testing as defined in this Policy, including but not limited to electrical, mechanical, hydraulic, hydrostatic and pneumatic testing and includes the testing of systems and equipment that are intended to service a building, such as boilers, chillers, pumps and similar equipment.

HOT TESTING – means the testing of machinery or equipment that will be used in manufacturing, processing or power generation operations, when such machinery or equipment involves the use of feedstock, fuel, catalysts or similar materials, for the purpose of simulating load, operating or production conditions to train personnel or to verify the machinery or equipment functions according to the design specifications. Hot testing does not mean electrical, mechanical, hydraulic, hydrostatic or pneumatic testing, including the startup and testing of systems and equipment that are intended to service a building, including boilers, chillers, pumps, and similar equipment.

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EXCLUDED PROJECT TYPES

Examples of projects that may require separate underwriting, including (but not limited to):

<ul style="list-style-type: none">• Wood Frame, Heavy Timber, CLT construction where the values are estimated to exceed \$10M by project completion date
<ul style="list-style-type: none">• Joisted Masonry construction where values are estimated to exceed \$15M by project completion date
<ul style="list-style-type: none">• Any Fire Resistive; Non-Combustible; or Masonry Non-Combustible construction where the values are estimated to exceed \$100M by project completion date
<ul style="list-style-type: none">• Stand alone power generation, Utility plants, Co-Generation facilities, Waste water and Waste treatment facilities, etc. not contracted as part of a larger building project
<ul style="list-style-type: none">• Stadiums
<ul style="list-style-type: none">• Bridges
<ul style="list-style-type: none">• Cleanroom construction (both new and renovation) of any size
<ul style="list-style-type: none">• Directional drilling
<ul style="list-style-type: none">• Gas turbines
<ul style="list-style-type: none">• Any project involving prototypical design or the use of unproven technology
<ul style="list-style-type: none">• Any project with hot-testing where the values are estimated to exceed \$100M by project completion date
<ul style="list-style-type: none">• Projects with any other Construction Type, beyond Fire Resistive; Non-Combustible; Masonry Non-Combustible; Joisted Masonry; or Wood Frame, that are constructed of non-combustible materials or fire-resistive materials having a fire resistant rating of less than two hours

**EXHIBIT 13
CONFIRMATION OF CERTIFICATION**

For the Contractor and each Sub-contractor indicated on the Report of Subcontractor Information (Exhibit 14), the following must be completed.

Indicate all Business category(ies) that apply by checking the box next to the applicable category(ies), providing the Certification Agency and Certification Number along with attached proof of certification. If none apply, please sign without checking any of the boxes.

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

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

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

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

INFORMATION FURNISHED BY:

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

(Name of Business or Firm)

a _____
(Insert type of business e.g. corporation, sole proprietorship, partnership, etc.)

By: _____

_____ (Print Name)	_____ (Title)
_____ (Signature)	_____ (Date)

REPORT OF SUBCONTRACTOR INFORMATION

Sheet No. _____ of _____

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

1 Full Name of Business	2A Portion of the Work	2B Dollar Amount	3 Street Address, City, State & Zip	4 Telephone No. Fax No.	5 Contact Name	6 Type of Ownership	7 License Info**		8 Business Categories* (Check all categories that apply)									
							License Classification**	License No.**	SBE*	DBE*	WBE*	DVBE*	N/A					
(GC)																		
(Sub 1)																		
(Sub 2)																		
(Sub 3)																		
(Sub 4)																		
(Sub 5)																		
(Sub 6)																		
(Sub 7)																		
							Column 6 - Type of Ownership		Column 8 - Business Categories									
							SP = Sole Proprietorship P = Partnership C = Corporation JV = Joint Venture O = Other		SBE = Small Business Enterprise DBE = Disadvantaged Business Enterprise WBE = Woman Business Enterprise DVBE = Disable 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.

1 Full Name of Business	2 Street Address, City & Zip	3 Telephone No./Fax No.	4 Contact Name	5 Business Categories			6 Contract Dollars			
				SBE*	DBE*	WBE*	DVBE*	N/A	Amount (\$)	Percent (%)
(GC)										
(Sub 1)										
(Sub 2)										
(Sub 3)										
(Sub 4)										
(Sub 5)										
(Sub 6)										
(Sub 7)										
Total Contract Amount = \$1,000.00										
				Column 5 – Business Categories					Subtotals	
				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.

**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 _____.
(State) (Date)

(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: _____

Recording Requested by:
Facilities Design and Construction

When Recorded Mail To:
Facilities Design and Construction
University of California, Davis Medical Center
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

**NOTICE OF COMPLETION,
UNIVERSITY OWNS LAND AND IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that on **MM/DD/YYYY**, the Work on the:

Project No. Project # – Project Title, Project Subtitle

Project was completed. The name of the owner is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as “The Regents.” The address of the Regents is University of California, Office of the President, 1111 Franklin Street, 6th Floor, Oakland, California 94607. The Regents is the owner in fee simple of the real property known as the University of California, Davis Medical Center, 2315 Stockton Boulevard, Sacramento, California 95817, and of all the improvements and buildings thereon including the above-mentioned Project. The name of the original Contractor is:

**Company Name.
Address
City, State and Zip Code**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

I, _____, say that I am the Director, Facilities Design and Construction department of the UC Davis Health campus of the University of California, and as such, make this verification on behalf of The Regents, a corporation; and that I have read the above Notice of Completion and know the contents thereof and that the facts stated therein are true. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____, at Sacramento, California.

(Signature)

EXHIBIT 22

KEY PERSONNEL

The following personnel have been committed to the Project by the Contractor for the minimum level of effort and contract phases indicated:

[Contractor to insert list]

The listed individuals have been reviewed by the undersigned on behalf of the named Bidder. Bidder hereby agrees that these individuals will be provided pursuant to the provisions of the contract, if awarded to Bidder, and that such contract will include this exhibit as completed above.

Name and Title

Date

Bidder

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