



Facilities Planning and  
Development Division

**REQUEST FOR PROPOSALS  
(BID DOCUMENTS)**

**FOR**

**PROJECT NO. 9557950  
SESP CPU WATER UPGRADE**

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

**SACRAMENTO, SACRAMENTO COUNTY  
CALIFORNIA**

**APRIL 2024**

**ANNOUNCEMENT TO PREQUALIFIED PROPOSERS**

Subject to conditions prescribed by the University of California, UC Davis Health, sealed proposals for a design-build contract are invited from prequalified proposers for the following work:

**PROJECT NO. 9557950  
SESP CPU WATER UPGRADE**

**Description of Work:** Project is a new Critical Water System in a remote location to the Sterile Processing Department and piping water back through utility rooms and corridors into the SPD. The existing system will be decommissioned and removed. Future project will connect individual pieces of equipment to the new water supply.

**Procedures:** Proposal documents will be available on **Tuesday, April 2, 2024**, and will be issued only at:

Facilities Planning & Development  
UC Davis Health  
4800 2<sup>nd</sup> Avenue, Suite 3010, Sacramento, CA 95817  
Tel.: 916-734-7024; email: [lccouceiro@ucdavis.edu](mailto:lccouceiro@ucdavis.edu)  
<https://health.ucdavis.edu/facilities/work-with-us/contractors/out-to-bid>

The following design-builders have been prequalified to submit proposals on this project:

**Dome Construction & RMW Architecture  
Intech Mechanical (Design in-house)  
Truebeck Construction & Arch Nexus**

Proposers must attend a **MANDATORY virtual** pre-proposal conference at **3:00 p.m. Tuesday, April 9, 2024**. Only proposers who participate in the pre-proposal conference, in its entirety, will be allowed to propose on the project. A calendar invite with the meeting link will be emailed to the prequalified proposers.

**Price Proposals** must be received on or before **2:00 p.m. Friday, May 3, 2024**, at Facilities Planning & Development (4800 2<sup>nd</sup> Avenue, Suite 3010, Sacramento, CA 95817) in hard copy including original signatures.

**Technical Proposals** must be received electronically in pdf on or before **2:00 p.m. Friday, May 3, 2024**, and submitted via upload link to be provided by the University to the prequalified teams.

Price Proposals will be opened at 2:00 p.m. Wednesday, May 8, 2024, at Facilities Planning & Development.

Proposal 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)

All insurance policies required to be obtained by Design-Builder shall be subject to approval by University for form and substance. All such policies shall be issued by a company rated by Best as A- or better with a financial classification of VIII or better or have equivalent rating by Standard and Poor's or Moody's.

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

Maximum Acceptance Cost (MAC): \$3,100,000.

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](mailto: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

**APRIL 2024**

**INDEX OF CONTRACT DOCUMENTS**  
(Design-Build – Brief Form)

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**DESIGN-BUILD CONTRACT**

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**[END]**

**REQUEST FOR PROPOSALS****1. INTRODUCTION**

This Request for Proposals (RFP) establishes the requirements for Proposal Submission by Prequalified Proposers.

The University reserves the right to reject any, or all, Proposals or to withhold the award of this Project for any reason it may determine.

**1.1 Project Overview**

Project is a new Critical Water System in a remote location to the Sterile Processing Department and piping water back through utility rooms and corridors into the SPD. The existing system will be decommissioned and removed. Future project will connect individual pieces of equipment to the new water supply.

**1.2 Proposal Documents**

This Request for Proposals includes the Proposal Documents listed below as may be modified by addenda, for use by the Proposers in the preparation of their submittals. The proposals must comply with the specific requirements herein as well as the provisions contained in the Design-Build Contract which is a part of this Request for Proposals. By submitting its Proposal, the Proposer agrees to all of the terms and conditions contained therein and further agrees to execute, if selected for award, a Contract including such terms and conditions.

**1.2.1 Index to Design Build Contract Documents****1.2.2 Proposal Documents include:**

- .1 Request for Proposal
- .2 Price Proposal Form
- .3 Bid Bond
- .4 Proposal Evaluation Process
- .6 Preliminary Project Schedule
- .7 List of Subcontractors
- .8 Notice of Selection as Apparent Best Value Proposal

**1.2.3 Design-Build Contract Documents include:**

- .1 Agreement
- .2 General Conditions
- .3 Supplementary Conditions
- .4 Exhibits (see Index to Design Build Contract Documents)
- .5 Criteria Documents

### 1.3 Submittal of Proposal and required documents

- 1.3.1** The Price Proposal Form, Proposal Security, and all other documents required to be submitted with the Design Builder's Price Proposal Form shall be enclosed in an opaque sealed envelope. The envelope shall be addressed to the office herein and shall be identified with the Project name, Proposer's name and address. If the Proposal is sent by mail, both the envelope and package(s) shall be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL ENCLOSED" on the face thereof. The Technical Proposal shall be submitted separately in electronic (pdf) format to the upload link to be provided by the University prior to Proposal deadline.
- 1.3.2** Submittal requirements for this RFP shall include the following:
1. Cover Letter
  2. Preliminary Design Submittal
  3. Project Team Organization, including Project Management and Staffing Plan
  3. Price Proposal Form
  4. Proposal Security
  5. Expanded List of Subcontractors (if applicable)
- 1.3.3** Proposer shall make no stipulations on the Price Proposal Form nor qualify the Price Proposal in any manner.
- 1.3.4** Price Proposals shall be submitted on the Price Proposal Form included with the Proposal Documents. Price Proposal not submitted on the University's Price Proposal Form shall be rejected.
- 1.3.5** The Preliminary Design Submittal and other documents required as part of the technical Proposal shall be submitted in pdf format to the upload link to be provided by the University.
- 1.3.6** 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 Proposer may be required to show evidence of its equal employment opportunity policy. The successful Proposer and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Proposal Documents and to pay prevailing wage at the location of the work.

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

No Contractor or Subcontractor, regardless of tier, may be listed on a Proposal 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.

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

### 1.4 Maximum Acceptance Cost

Maximum Acceptance Cost: \$3,100,000. Proposals that exceed this amount will be determined to be nonresponsive and will be excluded from further consideration.

## 1.5 Basis of Selection

Selection of successful Proposer shall be on a lowest cost-per-point basis as identified in the Proposal Evaluation Scoring document.

University will have the right to reject all Proposals. University will have the right to reject any Proposal not accompanied by the required Proposal Security or any other item required by the Proposal Documents, or a Proposal which is in any other way materially incomplete or irregular.

University will have the right to waive nonmaterial irregularities in a Proposal. University will select the best value Proposal and notify such Proposer on University's form within 50 days after the Proposal Deadline or reject all Proposals. Within 10 days after receipt of notice of selection as the successful Proposal, Proposer shall submit to University all of the following items:

1. Agreement signed by Proposer in DocuSign envelope issued by the University.
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. Expanded List of Subcontractors form, if applicable. (NOTE: If not applicable at this time, Design-Builder must submit as soon as each subcontractor is selected. Per General Conditions, Article 5.1.1, form shall be provided no later than 30 days after the date which University provides Letter of Design Review.)
6. If Proposer wishes to utilize securities in lieu of retention beginning with the initial 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 (see Exhibits).
7. Provide Design Professional Rate Schedule for Additional Services.
8. Key Personnel Schedule.
9. Names of all Design Professionals with their addresses, telephone number, facsimile number, and design discipline.

Prior to award of the Contract, University will notify Proposer in writing, if University, after due investigation, objects to a Subcontractor proposed by Proposer, in which case Proposer shall propose a substitute acceptable to University. Substitution of a Subcontractor shall be made in accordance with the General Conditions. Failure of University to object to a proposed Subcontractor prior to award shall not preclude University from requiring replacement of 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.

If Proposer 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 successful Proposer, and if all such items comply with the requirements of the Proposal Documents and are acceptable to University, University will award the Contract to Proposer by signing the Agreement and returning a signed copy of the Agreement to Proposer.

If University consents to the withdrawal of the Proposal of successful Proposer, or the successful Proposer fails or refuses to sign the Agreement or submit to University all of the items required by the Proposal Documents, within **10** days after receipt of notice of selection or that Proposer is not financially or otherwise qualified to perform the Contract, University may reject such Proposer's Proposal and select the next best value Proposal, until all Proposals are exhausted, or reject all Proposals.

Factors that will be considered when evaluating the proposals are identified in the Proposal Evaluation Process document.

**1.5.1 Preliminary Design Submittal**

Meets functional requirements

Design incorporates systems/equipment criteria in RFP document

**1.5.2 Project Team Organization**

List of team members

Qualifications and experience of key personnel

**1.5.3 Proposed Price.**

**1.6 Schedule For this RFP**

See Proposal Schedule Attachment, which may be modified via Addendum.

**1.7 General Provisions Regarding Proposal Procedures**

**1.7.1 Subcontractor Listing:** Proposer shall list all key Subcontractors identified at the time of submitting its Proposal. Other subcontractors may be added at the time of procurement, using the Expanded List of Subcontractors in the Exhibits.

**1.7.2 Incorporation of Proposal into the Contract:** The entire contents of the selected Proposer's proposal shall be incorporated into, and shall be an integral part of the Contract.

**1.7.3 Form and Content of Proposal:** The format and content of the RFP submittal are specified in Article 3.0 of this document. Expensive displays, bindings, or promotional materials are neither required nor desired.

**1.7.4** Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Proposal Documents.

**1.7.5** The term "Addenda" means written or graphic instruments issued by University prior to the Proposal Deadline which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.



- 1.7.6** 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 this RFP. Holidays include January 1<sup>st</sup>, the third Monday in January, the third Monday in February, the last Monday in May, July 4<sup>th</sup>, the first Monday in September, November 11th, Thanksgiving Day, December 25<sup>th</sup>, and every day designated by the University as a holiday.
- 1.7.7** The term “Conflict of Interest” includes but is not limited to an architect, engineer or other consultant working on a project on behalf of more than one client. To avoid any such Conflict of Interest, any consultant that worked on the project on behalf of the University is precluded from participating as a member of the Design Builder team without prior approval in writing from the University.
- 1.7.8** As used in this RFP, the term “Facility” means the University’s Facility office issuing the Proposal Documents.
- 1.7.9** The term “Planholder” means a person or entity who is known by the issuing office to have received a complete set of Proposal Documents and who has provided a street address for receipt of pre-bid communications.
- 1.7.10** The term “Proposal Deadline” means the date and time on or before which Proposals must be received, as designated in the Advertisement For Proposals and which may be revised by Addenda. The Proposal Deadline is shown in the attached Proposal Schedule.
- 1.7.11** The term “Proposal Documents” means the documents prepared and issued with the Request for Proposals including all Addenda thereto.
- 1.7.12** The term “Proposer” means a person or firm that submits a Proposal.
- 1.7.13** The term “Unit Price” means an amount stated in the Proposal for which Proposer offers to perform the Unit Price Work for a fixed price per unit of measurement.
- 1.7.14** If Proposer is awarded the Contract, Proposer waives any claim arising from any errors, inconsistencies or ambiguities, that Proposer, its subcontractors or suppliers, or any person or entity under Proposer on the Contract became aware of, or reasonably should have become aware of, prior to Proposer’s submission of its Proposal.
- 1.7.15** Requests for clarification or interpretation of the Proposal Documents shall be addressed only to the person or firm designated as University Representative identified above.
- 1.7.16** Clarifications, interpretations, corrections, and changes to the Proposal Documents will be made only by Addenda issued as provided below.
- 1.7.17** 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.
- 1.7.18** Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for inspection.

- 1.7.19** Each Proposer shall list in the Price Proposal Form all first-tier Subcontractors that will perform work, labor or render such services as required by the General Conditions.
- 1.7.20** Proposer shall attend the Pre-Proposal Conference.
- 1.7.21** The Price Proposal Form and Declaration shall be signed by a person or persons legally authorized to bind Proposer to a contract.
- 1.7.22** If a Bid Bond is submitted and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. This notarization shall be in addition to the notarization required for the signature of the attorney-in-fact.
- 1.7.23** Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a proposer 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 Proposer'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 Proposer.
- 1.7.24** The University intends to evaluate proposals and award a contract without discussions with Proposers. Therefore, the Proposer's initial proposal should contain its best terms from a price and technical standpoint. The University reserves the right to conduct discussions if the University later determines them to be necessary. The University will publicly post results after it has determined the successful proposal.
- 1.7.25** All information submitted in response to the Request for Proposals will be considered official information acquired in confidence, and the University of California will maintain its confidentiality to the extent permitted by law.
- 1.7.26** Proposals which have the required identification as stipulated in Article 1.3.1 and are received on or before the Proposal Deadline will be opened publicly whereby the University will only announce the names of the proposers submitting proposals. All cost or price information will be secured until the completion of the submittal evaluation. Final evaluation of the Design-Builder shall be done in a manner that prevents cost or price information, including alternates pricing, from being revealed to the committee evaluating the preliminary design submittals of the proposers prior to completion and announcement of that committee's decision.
- .1 Proposers will be notified via email at least 24 hours in advance, after the scoring of the Submittals, and after any discussions have been completed, of the date, time and location of the Proposal Opening.
  - .2 The University will publicly post results on the FD&C website (<https://health.ucdavis.edu/facilities/work-with-us/contractors/out-to-bid>) after it has determined the best cost-per-points proposal as described under the Proposal Evaluation Process. An electronic email will be sent to each Proposer when the results are posted.

## 2.0 THE WORK

### 2.1 General Requirements

The successful Proposer will be responsible for providing the design services and construction as indicated below and described in greater detail in the Brief Design Build Contract.

All architectural and engineering services to be provided by Proposer must be provided in accordance with the professional registration requirements of the State of California. Consultants listed must meet State licensing requirements. The Proposer and its subcontractors must have full bonding and insurance for the project, including the required professional liability insurance.

The University will award to the successful Proposer a Contract for the production of Design Development Documents, Construction Documents and Construction. The schedule for the completion of the Work will be as indicated in the Preliminary Schedule.

### 2.2 Scope of Contracted Work

The Lump Sum Base Proposal must provide for the complete design and construction of the Project, including any temporary or interim facilities required to maintain essential existing functions in operation throughout the construction period as identified in the Detailed Project Program.

Project is a new Critical Water System in a remote location to the Sterile Processing Department and piping water back through utility rooms and corridors into the SPD. The existing system will be decommissioned and removed. Future project will connect individual pieces of equipment to the new water supply.

#### 2.2.1 Work Phases

The successful Proposer will be responsible for providing services for development of the project including Design Development (Part A), Construction Documents and Construction of the Project (Part B). Work under Part B will only commence if the University elects to exercise its Option for this phase. Part B will be awarded via Change Order/Contract Amendment.

- a. University has established the Fee for Part A – Design Development as 5 % of the Lump Sum Base Proposal.
- b. The time allowed for completion of the Work for Part A is 28 days, the “Part A Time” which includes University review time.
- c. Part B includes both Construction Documents phase (60 days) and Construction Phase (92 days.) See Preliminary Project Schedule for additional information and milestones.

#### 2.2.2 Builder's Risk Property Insurance

As further defined and limited by Article 11.2 of the General Conditions:

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.

### **2.3 Liquidated Damages**

Liquidated damages will apply in accordance with Article 5 of the Agreement (Refer to that section for detailed requirements). Liquidated damages daily rate prior to Substantial Completion - \$ 250.00.  
Liquidated damages daily rate after Substantial Completion - \$ 500.00.

### **3.0 Proposal Requirements**

The Proposal requirements for this RFP shall be as described below. Failure to adhere or comply with all of the requirements stated in this RFP will be cause for rejection of a proposal.

Each Prequalified Proposer shall prepare their respective Proposals in response to this RFP by clearly identifying this Project and the University's Project Number.

Each Prequalified Proposer's submittal shall be properly addressed to:

**Leila Couceiro**  
Contracts Manager  
[lcouceiro@ucdavis.edu](mailto:lcouceiro@ucdavis.edu)  
Facilities Planning and Development  
4800 2<sup>nd</sup> Ave, FSSB Suite 3010  
Sacramento, CA 95817

Each Prequalified Proposer shall provide written Proposals conforming to the following format outline and must contain all information requested. Each Prequalified Proposer's written Proposal shall be indexed according to the headings below and submitted in a pdf file to the upload link provided by the University. Failure to provide the format and/or the information requested will result in a "non-responsive" Proposal. Each Prequalified Proposer shall request an upload link to the person/email address above and have sections tabbed as identified below:

### **3.1 Cover Letter**

Cover Letter shall include a maximum of 3 pages.

Identify whether the Prequalified Proposer is a single entity, partnership, corporation or joint venture, or other legal entity recognized in the State of California, and the date such entity was legally established.

Identify project team and their respective roles.

Provide name of contact person, phone number and facsimile number.

Summarize qualifications most relevant to this Project.

### **3.2 Preliminary Design Submittal**

#### **3.2.1 Preliminary Design**

Each Prequalified Proposer will be responsible for developing a Preliminary Design Submittal based upon the information made available by the University in this RFP (see Exhibits included with the Proposal Documents).

The Preliminary Design Submittal shall be comprised of the following:

Schematic Floor Plan indicating anticipated layout and routing to demonstrate an understanding of the project.

### **3.2.2 Outline Specifications**

Each Prequalified Proposer shall also prepare outline specifications in Construction Specifications Institute (CSI) format (to be included in each Prequalified Proposer's written Proposal) with the content as described below: Each Prequalified Proposer shall prepare their outline specifications based upon the Facility Standards to provide the following:

- A. Identify performance criteria.
- B. Identify quality level.
- C. Identify prescriptive criteria.

### **3.3 Project Team Organization**

The University requires that a Team Organizational Chart be developed and provided as part of the Proposal of the Prequalified Proposer 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 along with background information describing the new team member.

In addition to the Team Organizational Chart, each proposing Prequalified Proposer shall include the following information:

#### **3.3.1 Qualifications of Key Personnel:**

Each Prequalified Proposer shall submit resumes demonstrating qualifications of the key personnel who will be assigned to this project. Key personnel may include, but are not limited to the following: Project Planner, Project Manager, Project Architect, Project Engineer, Structural Engineer, Construction Project Manager, Construction Field Superintendent. Resumes shall include a description of training and experience of the key personnel in their respective areas of expertise. Each Prequalified Proposer shall clearly define the duties of each key person. Resumes shall describe their current position/title, proposed position/title, education, professional licensing, and work experience over the last ten (10) years. Each resume shall also indicate whether or not each key person has worked before as part of the proposed team on similar projects.

#### **3.3.2 Management and Staffing Plan:**

Each Prequalified Proposer shall also be responsible for developing a Management and Staffing plan which illustrates the management approach to performing the Work; and the required staff including the key personnel along with their identified time commitments required to perform the Work plan.

### **3.4 Price Proposal**

#### **3.4.1 Price Proposal Form:**

Each Prequalified Proposer shall be responsible for submitting a completed and signed Price Proposal Form as contained within this RFP. Failure to submit complete and signed forms shall result in the Prequalified Proposer's RFP Submittal being rejected as nonresponsive.

**3.4.2 Proposal (Bid) Bond:**

Each Lump Sum Base Proposal shall be accompanied by Proposal security in the amount of 10% of the Lump Sum Base Proposal as security for Prequalified Proposer’s obligation to enter into a Contract with University. Proposal security shall be a Proposal 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 Proposal Bond is used for Proposal security, failure to use University’s Proposal Bond form will result in the rejection of the Proposal.

**3.4.3 Proposed rates for Additional Design Services:**

Provide Proposed Rates for Additional Design Services for the following categories:

<u>Labor Category</u>	<u>Direct Hourly Rate</u>	<u>Overhead/Profit Percentage</u>
Project Executive		
Project Design Manager		
Project Construction Manager		
Project Engineer		
Structural Engineer		
Mechanical Engineer		
Project Superintendent		

**4.0 Proposal (Bid) Protest**

**4.1** Any Proposer, person, or entity may file a Proposal (Bid) protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the Facility not later than 5:00 pm on the 3<sup>rd</sup> business day following the date of posting in a public place of a notice of the determination of the apparent best value proposal.

**4.2** If a Proposal is rejected by the Facility, and such rejection is not in response to a Proposal protest, any Proposer, person or entity may dispute that rejection by filing a Proposal protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3<sup>rd</sup> business day following the rejected Proposer’s receipt of the notice of rejection.

**4.3** For the purpose of computing any time period in this Article 4, 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.

**4.4** Facility will investigate the basis for the Proposal protest and analyze the facts. Facility will notify Proposer whose Proposal is the subject of the Proposal protest of evidence presented in the Proposal protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Proposer an opportunity to rebut such evidence, and permit Proposer 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 Proposal 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 Proposer whose Proposal is the subject of the Proposal protest, and all Proposers affected by the decision. As used in this Article 4, a Proposer is affected by the decision on a Proposal protest if a decision on the protest could have resulted in the Proposer not being the lowest responsible and responsive Proposer for the Contract. A written copy of the Facility’s decision must be received by the protestor, the Proposer whose is the subject of the Proposal protest, and all Proposers affected by the decision no later than 3 business days prior to award of the contract.

**4.5** Notwithstanding the provisions of Article 4.3, at the election of Facility, a Proposal 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 Proposal protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Proposal protest in accordance with the provisions of Article 4.7.

**4.6** Proposer whose Proposal is the subject of the protest, all Proposers 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, 6<sup>th</sup> Floor  
Oakland, CA 94607-5200  
Attention: Director, Design & Construction

and  
constructionreviewboard@ucop.edu

**4.7** A copy of the appeal must be sent to all parties involved in the Proposal 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.

**4.8** 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 Proposal protest procedures before award of the Contract.

## **5.0 Conflicts**

The intent of this RFP introduction is to provide an overview of the proposal process, the subsequent award and the work required of the successful Proposer. The provisions herein are a SUMMARY ONLY and the Prequalified Proposers should in all cases review the provisions of the Design Build Contract for the specific requirements. If the Proposer believes there are conflicts between this document and any other Contract Documents, the Proposer should immediately, and in writing, bring it to the attention of the University and request written clarification.





**REQUEST FOR PROPOSALS SCHEDULE**

ACTIVITY	Date	Rescheduled
Public Announcement of RFP Due Date and Prequalified Teams	4/2/2024	
RFP Available to Prequalified Proposers	4/2/2024	
Mandatory Pre-Proposal Conference (All three Teams)	4/9/2024 at 3 p.m.	
Optional Additional Site Walk	4/12/2024	
Last Day for RFI Submissions	4/16/2024	
Final Addendum to all 3 Teams	4/19/2024	
Lump Sum Base Price Proposals Submittals Due	5/3/2024 at 2 p.m.	
Technical Proposals Due	5/3/2024 at 2 p.m.	
Technical Evaluations Completed	5/7/24	
Bid Opening	5/8/24 at 2 p.m.	
Notice of Selection Letter (estimated)	5/14/24	
Contract Award & Notice to Proceed (estimated)	5/24/24	

**PROJECT DIRECTORY**

Project Name: SESP CPU Water Upgrade

Project Number: 9557950

Location: UC Davis Health  
Facilities Design and Construction  
4800 2nd Avenue, Suite 3010, Sacramento, CA 95817  
T: 916-734-7024

University: The Regents of the University of California

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

University's Representative: Thomas Kaiser, Project Manager  
tkaiser@ucdavis.edu

Construction Manager Advisor: Joseph O'Toole  
JKM Consulting  
jotoole@jkmconsultingllc.com

All inquiries shall be directed only to: Leila Couceiro, Contracts Manager  
Facilities Planning and Development  
4800 2nd Avenue, Suite 3010, Sacramento, CA 95817  
email: lccouceiro@ucdavis.edu

Design Professional (Criteria Documents): Boulder Associates  
1331 21<sup>st</sup> Street  
Sacramento, CA 95811

Address for Stop Notices: Capital Finance  
UC Davis Health – HAS Building  
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, 8<sup>th</sup> Floor, Oakland, CA 94607

Address for filing Proposal (Bid) Protests: Leila Couceiro, Contracts Manager  
Facilities Design and Construction  
4800 2<sup>nd</sup> Avenue, Suite 3010, Sacramento, CA 95817  
Email: lccouceiro@ucdavis.edu

**[End]**



**1.0 PROPOSER'S REPRESENTATIONS**

Proposer, represents that a) it has the appropriate current and active Contractor's license required by the State of California; b) it has carefully read and examined the Proposal Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Prequalified Proposers; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) it is currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1; f) that all information and submittals provided as part of the prequalification process are accurate and correct. Proposer 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. Proposer further agrees that it will not withdraw its Proposal within **sixty (60)** days after the Proposal Deadline, and that, if it is selected as the apparent lowest responsive and responsible Proposer, that it will, within **ten (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 Proposal Documents. If awarded the Contract, Proposer agrees to complete the proposed Work within the number of days specified in the Agreement.

**2.0 ADDENDA**

Proposer acknowledges that it is Proposer'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 Price Proposal Form. Proposer therefore agrees to be bound by all Addenda that have been issued for this Proposal.

**3.0 LUMP SUM BASE PROPOSAL**

\$ 

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(Place figures in appropriate boxes)

**4.0 SELECTION OF APPARENT LOW PROPOSER**

The apparent low proposer will be determined in accordance with the evaluation process attached to the Request for Proposals.

**5.0 UNIT PRICES – Not Used**

**6.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS:**

Proposer shall determine and provide in the space below, the daily rate of compensation for any compensable delay caused by University at any time during the performance of the Work:

\$ 

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 , 

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 . 

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 X **30** (multiplier)

(Place figures in appropriate boxes)

The Minimum Compensable Daily Rate is **\$1.00** per day. Failure to fill in a dollar figure for the daily rate for Compensable Delay at or greater than the Minimum Compensable Daily Rate 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 Proposer entitlement for each day of compensable delay. 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.

**7.0 ALTERNATES – Not Used**

**8.0 PROPOSER 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 AND TITLES OF PERSONS SIGNING THE PROPOSAL ON BEHALF OF PROPOSER AND ALL GENERAL PARTNERS:

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

PERSON SIGNING PROPOSAL ON BEHALF OF PROPOSER: \_\_\_\_\_  
(Insert Name and Title)

GENERAL PARTNERS: \_\_\_\_\_  
(Insert Names)

\_\_\_\_\_  
(Insert Names – continued)

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Classification) (License Number) (Expiration Date)

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

**9.0 REQUIRED COMPLETED ATTACHMENTS**

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

1. Proposal security in the form of \_\_\_\_\_  
(Bid Bond or Certified Check)
2. List of Major Subcontractors

**10.0 DECLARATION**

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

of \_\_\_\_\_ submitting this Price Proposal Form; that I am duly authorized  
(Name of Proposer)

to execute this Price Proposal Form on behalf of Proposer; and that all information set forth in this Price Proposal 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]**



**LIST OF MAJOR SUBCONTRACTORS**  
*(to be submitted with price proposal)*

Provide in the spaces below:

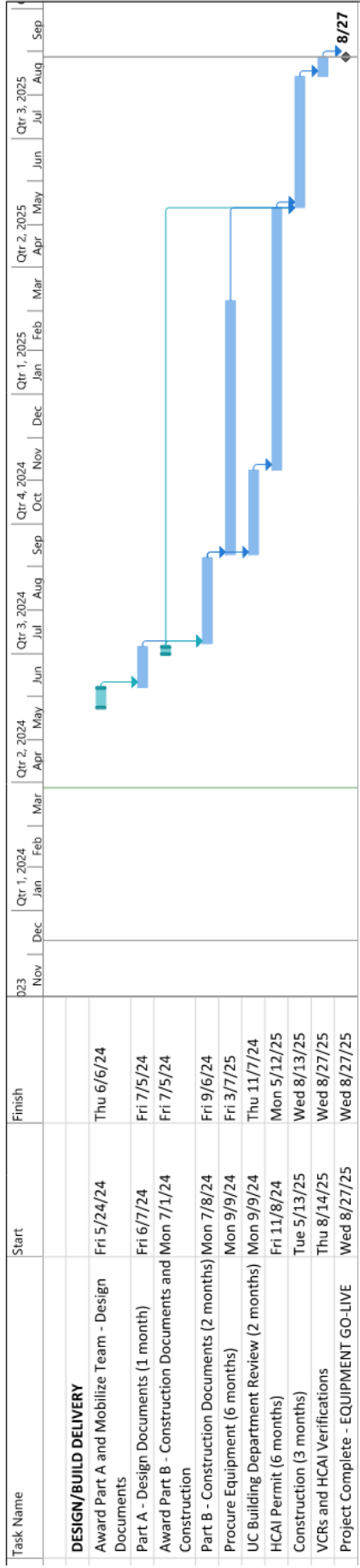
- (a) Phase of work, (as defined in exhibits),
- (b) The portion of the work which will be done by each subcontractor, the Design Builder shall list only one subcontractor for each such portion,
- (c) Amount of Subcontract
- (d) The name of each subcontractor who will perform work or labor or render service to the Design Builder in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Design Builder, 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 percent of the Design Builder's total bid,
- (e) Type of license,
- (f) Verified license number,
- (g) Location of the place of business (full street address, city, state, and zip code).
- (h) Business Category - check only the one(s) that apply, otherwise leave blank.

Phase	Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Amount of Subcontract	Name of Business	Location of Business (City)	Subcontractor		Business categories* (Check all categories that apply- SBE/DVBE)
					License No.	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
							<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
							<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
							<input type="checkbox"/> SBE <input type="checkbox"/> DVBE

Total percentage of bid amount to be performed by SBEs and DVBEs: \_\_\_\_\_  
(Note: Add additional pages if required.)



**PRELIMINARY PROJECT SCHEDULE**



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  
UC Davis Health  
4800 2<sup>nd</sup> Avenue, Suite 3010  
Sacramento, CA 95817

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

for the Project: SESP CPU WATER UPGRADE  
Project No. 9557950  
UC Davis Health  
Facilities Planning & Development  
Sacramento County  
Sacramento, CA 95817

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

University's Representative is: Thomas Kaiser, Project Manager

whose address for notices is: Facilities Planning & Development  
UC Davis Health  
4800 2<sup>nd</sup> Avenue, Suite 3010  
Sacramento, CA 95817  
tkaiser@ucdavis.edu

Construction Management: Joseph O’Toole  
JKM Consulting  
jotoole@jkmconsultingllc.com

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

University and Design Builder hereby agree as follows:

#### **ARTICLE 1 - WORK**

Design Builder shall provide all work required by the Contract Documents (the "Work"). Design Builder agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. The Work will be performed in Phases identified as follows:

Part A – Design Development Documents

Part B – Construction Documents and Construction Phases

#### **ARTICLE 2 - CONTRACT DOCUMENTS**

"Contract Documents" means the Advertisement For Design Builder Prequalification, Request for Proposals, Preliminary Schedule, Bid Bond, Design Builder's Proposal, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and Design Builder for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Design Builder and supersedes any previous agreements or understandings.

#### **ARTICLE 3 - CONTRACT SUM**

Subject to the provisions of the Contract Documents University shall pay to Design Builder, for the performance of the Work of Part A, **\$000,000.00**, the "Contract Sum" for Phase 1. The University shall pay for the performance of the Work for Phases 2 and 3, if the options for said Phases are exercised, the following amounts:

Contract Sum for Part B – **\$0,000,000.00**

#### **ARTICLE 4 - CONTRACT TIME**

Design Builder shall commence the Work for Part A on the date specified in the Notice to Proceed for Part A and fully complete the work within **28** days, the "Part A Time." The Contract Time at contract award is the Part A Time.

The time allowed for the completion of Part B shall be as follows: Part B includes both Construction Documents phase, to be completed within **60** days, and Construction Phase, to be completed within **92** days.

By signing this Agreement, Design Builder represents to University that the Contract Time for each phase as described above is reasonable for completion of the Work and the Design Builder will complete the Work within the Contract Time.

#### **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 **\$250.00** 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 **\$500.00** 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 **{SAMOUNT IN FIGURES}** per day for each day for which such compensation is payable.

## **ARTICLE 7 - DESIGN BUILDER'S COVENANTS AND REPRESENTATIONS**

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the Design Builder makes the following covenants and representations to University:

- 7.1 Design Builder and all of its Design Professionals and subcontractors are properly certificated, licensed and qualified to perform the Work required by the Contract Documents.
- 7.2 Design Builder and its Design Professionals have carefully examined the site of the Project and the adjacent areas.
- 7.3 Design Builder and its Design Professionals have suitably reviewed the site survey, record documents, seismic data, preliminary geotechnical and other test reports, environmental documents and any other documentation furnished by University in the Exhibits.
- 7.4 Design Builder and its Design Professionals have carefully reviewed the following exhibits to the Design Build Contract: (1) Scope of Work (including Applicable Codes, Rules and Regulations, Energy Requirements; (2) the Performance Specifications; and (3) Detailed Project Program; and (4) Schematic and any other reference documents.

Design Builder agrees that (1) the Exhibits depict and describe a scope of work or design for the Project which is partially complete and may vary in degree of completion from 5% to 95% depending on the particular Project; (2) it will manage, coordinate and fully complete the scope of work and design; (3) Design Builder will cause its Design Professionals to describe and depict the final design for the Project, as approved by the University, in Construction Documents which will be complete, coordinated, and accurate, and will include all information required by the building trades to complete the construction (other than such details customarily developed by others during construction); (4) Design Builder will provide a construction cost estimate to the University, for its review and approval, at the end of the design phase which confirms that the construction can be delivered within the agreed contract sum; (5) Design Builder will manage and timely construct the Project in consideration for the University's payment of the Contract Sum.

- 7.5 Design Builder and its Design Professionals have reviewed the Preliminary Schedule attached to the Request for Proposals and agree that the design and construction tasks and milestones are reasonable and feasible, except as modified by Design Builder's Proposed Contract Schedule, approved by University.
- 7.6 Design Builder agrees that upon presentation of the construction cost estimate, at the end of Design Development, the University will have 15 business days to approve the estimate, or to provide comments. The Design Builder will not begin construction documents until the estimate is approved by the University. All Construction Documents will be complete, coordinated, and accurate.
- 7.7 Design Builder agrees that the Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including

substitutions in design or construction not specifically approved or authorized by the University in advance, may be considered defective.

7.8 Design Builder agrees to correct any error(s), omission(s), or deficiencies in the Contract Documents or Construction Documents at no additional cost to University; however, this provision in no way limits the liability of Design Builder.

**ARTICLE 8**  
**DUE AUTHORIZATION**

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

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

**DESIGN-BUILDER:**

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

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

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

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

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

Design-Builder's California Contractors License(s):

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

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

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

\_\_\_\_\_  
(DIR Registration Number and Expiration Date)

**UNIVERSITY:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

UC Davis Health – Facilities Planning and Development

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

\_\_\_\_\_  
Jason Nietupski  
(Printed Name)

\_\_\_\_\_  
Executive Director  
(Title)

<b>UNIVERSITY USE ONLY</b>	
_____	Reviewed by Project Manager
_____	Reviewed by Project Manager Supervisor
_____	Reviewed by Contracts Manager
_____	

**[END]**

**GENERAL CONDITIONS**

(Brief Design-Build Contract)

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## RECITALS

The documents included in the Request for Proposals and the Design-Builder's Proposal, incorporated herein, and designated as part of the Contract Documents are provided by the University to establish the scope, level of quality and design intent, and the reporting procedures for the development and construction of the entire Project. The Design-Builder shall comply with the Contract Sum, the Contract Time, the Preliminary Schedule or approved Contract Schedule as applicable, the Project Program, the performance specifications, the building massing, building heights and setbacks, public spaces, landscape design, and the general architectural character of the building described in the Criteria Documents. By incorporating the Design-Builder's Proposal as a part of this Contract, the University does NOT accept any provision of the Design-Builder's Proposal that is not in conformance with the criteria of the Request for Proposals.

In consideration of the mutual agreements, covenants and conditions set forth below, and the Recitals set forth above, the adequacy of which is hereby acknowledged, Design-Builder and University agree as follows:

### ARTICLE 1 – GENERAL

#### 1.1 BASIC DEFINITIONS

##### 1.1.1 APPLICABLE CODE REQUIREMENTS

The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, Design-Builder, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.

##### 1.1.2 ARCHITECT OF RECORD

The term "Architect of Record" means the Design Professional identified in the Supplementary Conditions that is licensed in the State of California and employed or commissioned by the Design-Builder to prepare design documents and construction documents.

##### 1.1.3 CEQA

The term "CEQA" means the California Environmental Quality Act, Public Resources Code Section 21000 et seq.

##### 1.1.4 COMPENSABLE DELAY

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

##### 1.1.4 CONSTRUCTION WORK

The term "Construction Work" means that portion of the Work consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

##### 1.1.5 CONTRACT

The term "Contract" shall have the meaning identified in Article 3 of the Agreement.

##### 1.1.6 CONTRACT DOCUMENTS

The term "Contract Documents" means all documents listed in Article 3 of the Agreement.

##### 1.1.7 CONTRACT SUM

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

##### 1.1.8 CONTRACT TIME

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

##### 1.1.9 DAY

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

##### 1.1.10 DEFECTIVE WORK

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

**1.1.11 DESIGN-BUILDER**

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

**1.1.12 DESIGN PROFESSIONAL**

The term "Design Professional" shall mean individuals or entities that will provide Design-Builder with the required architectural, engineering, and other professional services required for the coordinated design of the Project and the administration of construction.

**1.1.13 EXTRA WORK**

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

**1.1.14 PROJECT**

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

**1.1.15 PROJECT SITE**

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

**1.1.16 SEPARATE CONTRACTOR**

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

**1.1.17 SUBCONTRACTOR**

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

**1.1.18 UNIVERSITY**

The term "University" or "the University" means The Regents of the University of California, Owner of the Project.

**1.1.19 UNIVERSITY'S BUILDING OFFICIAL**

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

**1.1.20 UNIVERSITY'S REPRESENTATIVE**

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

**1.1.21 UNIVERSITY'S RESPONSIBLE ADMINISTRATOR**

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

**1.1.22 WORK**

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

**1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS**

1.2.1. The University and Design-Builder explicitly agree that all materials and documents developed in the performance of this Contract are the property of the University.

**ARTICLE 2 – UNIVERSITY****2.1 UNIVERSITY'S RIGHT TO STOP THE WORK**

2.1.1 If Design-Builder fails to correct Defective Work as required by Article 12.2 of the General Conditions or fails to perform the Work in accordance with the Contract Documents, University or University's Representative may direct Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Design-Builder.

**2.2 UNIVERSITY'S RIGHT TO CARRY OUT THE WORK**

2.2.1 If Design-Builder fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services, with respect to either the design or construction phases, to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and, after receipt of written notice from University, fails within 2 days, excluding Saturdays, Sundays and legal holidays, or within such additional time as the University may specify, to correct such failure, University may, without prejudice to other remedies University may have, correct such failure at Design-Builder's expense

**ARTICLE 3 – DESIGN-BUILDER****3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY DESIGN-BUILDER; SINGLE POINT RESPONSIBILITY OF DESIGN-BUILDER**

3.1.1 Design-Builder is responsible for the design and construction of the Project and shall provide all services pursuant to this Contract in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode). The Design-Builder shall be solely responsible for any and all design errors including, but without limitation, errors, inconsistencies or omissions in the Construction Documents. Design-Builder shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Design-Builder before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to University's Representative.

3.1.2 If Design-Builder performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission referred to in Articles 3.1.1 above, without notifying and obtaining the written consent of University's Representative, Design-Builder shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

**3.2 DESIGN, SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 Design-Builder shall supervise, coordinate, and direct the Work using Design-Builder's best skill and attention. Design-Builder shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, including, but without limitation, landscape and site work, utilities, and building systems.

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

3.2.3 Design-Builder shall employ a competent Superintendent satisfactory to University who shall be in attendance at the Project site at all times during the performance of the Construction Work.

**3.3 LABOR AND MATERIALS**

3.3.1 Unless otherwise provided in the Contract Documents, Design-Builder shall provide and pay for all professional services, other services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other things necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

### **3.4 DESIGN-BUILDER'S WARRANTY**

3.4.1 Design-Builder warrants to University that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new, and free of liens, claims and security interests of third parties; that the Work will be of the highest quality and free from defects and that all Work will conform with the requirements of the Contract Documents.

### **3.5 TAXES**

3.5.1 Design-Builder shall pay all sales, consumer, use, income, payroll and similar taxes for the Work or portions thereof provided by Design-Builder.

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

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

### **3.7 APPLICABLE CODE REQUIREMENTS**

3.7.1 Contractor shall perform the Work in accordance with all Applicable Code Requirements.

### **3.8 AS-BUILT DOCUMENTS**

3.8.1 Design-Builder shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. Prior to Final Completion each drawing and the specification cover shall be signed by Design-Builder and dated attesting to the completeness of the information noted therein.

### **3.9 SUBMITTALS AND ENVIRONMENTAL PRODUCT DECLARATIONS**

3.9.1 Design-Builder shall review, approve, and submit to University's Representative, submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of University or of Separate Contractors. Design-Builder shall perform no portion of the Work requiring submittals until the respective submittal has been reviewed by University's Representative and no exceptions have been taken by University's Representative. Design-Builder shall not be relieved of responsibility for errors or omissions or deviations in submittals by University's Representative's review, acceptance, comment, or approval thereof. Design-Builder shall prepare and keep current, to the reasonable satisfaction of University's Representative, a schedule of submittals that is coordinated with the Contract Schedule.

3.9.2 Design-Builder shall comply with California Public Contract Code Section 3500 et seq., the Buy Clean California Act ("BCCA").

- .1 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.
- .2 Compliance with the BCCA and this Article applies to all Eligible Materials for the Project.
- .3 Design-Builder shall submit to University a current 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.

- 4 Eligible Materials installed on the Project by the Design-Builder must comply with any standards to the extent established in the BCCA 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 or by University, whichever is more stringent ("EM Standards").
- 5 Design-Builder shall not install any Eligible Materials on the Project until Design-Builder submits a facility-specific EPD for that material which demonstrates that the material complies with any existing EM Standards and this Article. If a global warming potential has not been established for Eligible Materials, the Design-Builder shall submit a facility-specific EPD for Eligible Materials where available. Design-Builder shall be responsible for any losses, expenses, penalties or damages of any type incurred or sustained by University, including any tear out and replacement of Defective Work, which are caused by Design-Builder's failure to comply with the requirements of the BCCA or this Article.

### **3.10 CONSTRUCTION DOCUMENTS**

#### **3.10.1 Construction Documents**

- .1 Upon approval of the construction cost estimate, the Design-Builder shall instruct the Architect of Record to commence the design of the building systems and the preparation of the Construction Documents. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction.
- .2 The Design-Builder shall submit completed packages of the Construction Documents for review by the University of California, the California State Fire Marshal, the California State Architect, and Office of Statewide Health Planning and Development (OSHDP), where applicable at the times indicated on the Contract Schedule and as defined in the Scheduling Specification.

#### **3.10.2 Field Engineering**

- .1 The Design-Builder shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation Work

### **3.11 SCHEDULES REQUIRED OF DESIGN-BUILDER**

3.11.1 The Preliminary Schedule provided with the Request for Proposal provides the Design-Builder schedule information to illustrate all Contract Milestones and any anticipated overlap of phases. The Design-Builder shall develop its required Contract schedules for review and approval by University based on and consistent with such Preliminary Schedule.

3.11.2 University's Representative will timely review the updated Contract Schedule or Fragnet Schedule submitted by Design-Builder. If University's Representative determines that additional supporting data are necessary to fully evaluate the updated Contract Schedule or Fragnet Schedule, University's Representative will request such additional supporting data in writing.

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

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

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

### **3.13 CUTTING, FITTING, AND PATCHING**

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

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

### **3.14 ACCESS TO WORK BY UNIVERSITY**

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

### **3.15 ROYALTIES AND PATENTS**

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

### **3.16 DIFFERING SITE CONDITIONS**

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

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

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

- .1 Design-Builder fully complies with Article 3.16.1 above; and
- .2 Design-Builder fully complies with Article 4 of the General Conditions (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

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

### **3.17 INFORMATION AVAILABLE TO BIDDERS**

3.17.1 Any information provided pursuant to REQUEST FOR PROPOSALS is subject to the following provisions:

- .1 The Design-Builder may rely on written descriptions of physical conditions included in the information to the extent such reliance is reasonable.
- .2 Other components of the information, including but not limited to recommendations, may not be relied upon by Design-Builder. University shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by the Design-Builder.

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

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

### **3.19 INDEMNIFICATION**

3.19.1 Design-Builder shall indemnify, defend and hold harmless University, University's consultants, University's Representative, University's Representative's consultants, and their respective directors, officers, agents, and employees, and any person or entity working under any of them (hereinafter collectively "Indemnitees") from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating, in whole or in part, to the following:

- .1 Breach of contract, negligence, or other misconduct of Design-Builder, its Subcontractors, their officers, agents and employees, or any person or entity under Design-Builder on the Project.
- .2 The condition of the Project site (including any of the Work) at any time when the project site, in whole or in part, is in the control of Design-Builder, its Subcontractors, their officers, agents and employees, or any person or entity under Design-Builder on the Project.

3.19.2 Design-Builder shall indemnify, defend, and hold harmless Indemnitees against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitees arising out of the performance of services or Design-Builder's other obligations under this Contract, but only in proportion to and to the extent such losses are caused by or result from (1) the negligent acts or omissions of Design-Builder, its officers, agents, employees, subcontractors, consultants, or any person or entity for whom Design-Builder is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Contract; or (3) willful misconduct by Indemnitor.

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

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

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

### **4.2 DESIGN-BUILDER CHANGE ORDER REQUESTS**

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

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

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

4.2.3 Change Order Request:

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

4.2.3.2 A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment of the Contract Sum, Contract Time, and/or other monetary relief.

4.2.3.3 Upon request of University's Representative, Design-Builder shall submit such additional information as may be requested by University's Representative for the purpose of evaluating the Change Order Request.



4.2.4 University's Representative will make a decision on a Change Order Request, within a reasonable time, after receipt of a Change Order Request. A final decision is any decision on a Change Order Request which states that it is final. If University's Representative issues a final decision denying a Change Order Request in whole or in part, Design-Builder may contest the decision by filing a timely Claim under the procedures specified in Article 4.3.

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

### **4.3 CLAIMS**

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

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

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

4.3.3 A Claim must include the following:

- .1 A statement that it is a Claim and a request for a decision pursuant to Article 4.5 of the General Conditions.
- .2 A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.

### **4.4 ASSERTION OF CLAIMS**

4.4.1 Claims by Design-Builder shall be first submitted to University's Representative for decision.

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

4.4.3 Design-Builder shall submit a Claim in writing, together with all supporting data specified in Article 4.3.3 of the General Conditions, to University's Representative as soon as possible but not later than 30 days after the date the Claim arises under Article 4.3.2 of the General Conditions.

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

4.5.1 University's Representative will timely review Claims submitted by Design-Builder. If University's Representative determines that additional supporting data are necessary to fully evaluate a Claim, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the Claim or the deadline for furnishing such additional supporting data; provided that, if the amount of the Claim is in excess of \$50,000, the aforesaid 30-day period shall be 45 days. Failure of University's Representative to render a decision by the applicable deadline will be deemed a decision denying the Claim on the date of the deadline, unless, upon receipt of a Claim,

Contractor and University mutually agree to extend the time periods provided herein, or unless otherwise extended by law. The decision of University's Representative will be final and binding unless appealed in accordance with Articles 4.5.2, 4.6, and 4.7 of the General Conditions.

The University's Representative's decision on a Claim or dispute will include a written statement both identifying all disputed and undisputed portions of the Claim and substantially including the following:

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

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

#### **4.6 MEDIATION**

4.6.1 Within 10 business days following the informal conference to meet and confer stated in Article 4.5.2, if the Claim or any portion of the Claim remains in dispute, the University shall provide a written statement identifying the disputed and undisputed portions of the Claim. Within 30 days of receipt of the statement, if either Design-Builder or University disputes any portion of the Claim, then the Disputing Party must provide written notice to the non-disputing party demanding non-binding mediation. The Design-Builder and the University shall share the associated costs equally and shall mutually agree to a mediator within 10 business days. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim, with each party bearing the fees and costs of its respective mediator. Mediation shall include, but not be limited to, neutral evaluation, a dispute review board, or other negotiation or evaluation through an independent third party or board. The Design-Builder and the University may mutually agree to waive any individual mediation in writing and proceed to litigation pursuant to this Contract.

#### **4.7 LITIGATION**

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

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

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

### **ARTICLE 5 – SUBCONTRACTORS**

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

5.1.1 Design-Builder shall submit to the University's Representative after selecting Subcontractors, an updated Expanded List of Subcontractors, along with their respective addresses, telephone numbers, e-mail addresses and contractor's license numbers.

5.1.2 The University has the right to request all documentation that supports the Design-Builder's selection of a Subcontractor. The University shall have the right of final approval as to the qualification(s) of a Subcontractor to perform its designated scope of work.

5.1.3 The Subcontractors listed by Design-Builder shall only be substituted in strict accordance with the "Subletting and Subcontracting Fair Practices Act" and upon the written consent of the University.

**ARTICLE 6 – CONSTRUCTION BY UNIVERSITY OR BY SEPARATE CONTRACTORS****6.1 UNIVERSITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

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

**ARTICLE 7 – CHANGES IN THE WORK****7.1 CHANGES**

7.1.1 University may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to University. Design-Builder shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant Change Order or Field Order.

**7.2 CHANGES DEFINITIONS**

7.2.1 A Change Order is a Contract Document (as shown in the Exhibits) which has been signed by both University and Design-Builder, and states their agreement, as applicable, to any of the following: a change in the Work, if any; the amount of an adjustment of the Contract Sum, if any; the amount of an adjustment of the Contract Time, if any; and/or a modification to any other Contract term or condition.

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

**7.3 CHANGE ORDER PROCEDURES**

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

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

- .1 Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of performance of the Extra Work.
- .2 Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of performance of the Extra Work.
- .3 Overtime wages or salaries, specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of performance of the Extra Work.
- .4 Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of performance of the Extra Work.
- .5 Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by University's Representative. Such costs shall be charged at the lowest price available to the Design-Builder but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to University and Design-Builder shall make provisions so that they may be obtained.

- .6 Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work pursuant to Article 7.3.2.5 above.
- .7 Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by University's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current Equipment Rental Rates published by the California Department of Transportation for the area in which the work is performed. Such rental rates are found at <http://www.dot.ca.gov/hq/construc/equipmnt.html>. Design-Builder shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.
- .8 Additional costs of royalties and permits due to the performance of the Extra Work.
- .9 Cost for revisions made necessary by University requested adjustments in University's program or project budget. Such costs to be computed at the hourly rates specified in the Design Professional Rate Schedule in the Exhibits.
- .10 The cost for Insurance and Bonds shall not exceed 2% of items .1 through .8 above.

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

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

- .1 Supervision
- .2 Superintendent(s).
- .3 Assistant Superintendent(s).
- .4 Project Engineer(s).
- .5 Project Manager(s).
- .6 Scheduler(s).
- .7 Estimator(s).
- .8 Small tools (Replacement value does not exceed \$300).
- .9 Office expenses including staff, materials and supplies.
- .10 On-site or off-site trailer and storage rental and expenses.
- .11 Site fencing.
- .12 Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment.
- .13 Data processing personnel and equipment.
- .14 Federal, state, or local business income and franchise taxes.
- .15 Overhead and Profit.
- .16 Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.2 above.
- .17 Costs in Article 7.3.2.9 in excess of the hourly rates included in the Design Professional Rate Schedule.

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

7.3.4.1 For Work added by Design Builder via change order, the Design Builder Fee shall be computed as follows when the change impacts the Construction Work:

- .1 Fifteen percent (15%) of the cost of that portion of the Extra Work to be performed by the Design-Builder with its own forces.

- 2 Fifteen percent (15%) of the cost of that portion of the Work to be performed by a Subcontractor with its own forces, plus 5% for the Design-Builder. Total combined Design-Builder and Subcontractor fee shall not exceed 20%.
- .3 Fifteen percent (15%) of the cost of that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of Subcontractor, plus 5% for the Subcontractor, plus 5% for the Design-Builder. Total combined Design-Builder, Subcontractor and all sub-subcontractor fee shall not exceed 25%.
- .4 Notwithstanding the foregoing, the Design-Builder Fee for additional Design Work under 7.3.2.9 of the General Conditions shall be 5% of the cost of such additional Design Work performed by a Design Professional. The cost of such additional Design Work shall be computed using the hourly rates in the Exhibits. The fee for the Design Professional Subcontractors shall be the overhead/profit rate specified in the Design Professional Rate Schedule.

7.3.4.2 For Work deleted by Change Order, the Design Builder Fee shall be computed as follows:

- .1 Five (5%) of the cost of that portion of the Deleted Work to be performed by the prime contractor with its own forces.
- .2 Five (5%) of the cost of that portion of the Work to be performed by a Subcontractor with its own forces, plus 5% for the prime contractor. Total combined Design Builder and Subcontractor fee shall not exceed 10%.
- .3 Five (5%) of the cost of that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of Subcontractor, plus 5% for the Subcontractor, plus 5% for the prime contractor. Total combined Design Builder, Subcontractor and all sub-subcontractor fee shall not exceed 15%.

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

- .1 Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of the Unit Prices to the quantities of the items involved.
- .2 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, by application of the Unit Prices agreed upon by University and Design-Builder.
- .3 Where the Work involved requires revisions inconsistent with approvals or instructions previously given by University, including revisions made necessary by adjustments in University's program or project budget, by application of the hourly rates reflected in the Design Professional Rate Schedule.
- .4 Where Articles 7.3.5.1, 7.3.5.2 and 7.3.5.3 above are not applicable, a mutually agreed upon lump sum supported by a Cost Proposal pursuant to Article 7.3.1 of the General Conditions.
- .5 If University and Design-Builder cannot agree upon a lump sum, by Cost of Extra Work plus Design-Builder Fee applicable to such Extra Work.

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

- .1 Unit Prices stated in the Contract Documents.
- .2 Where Unit Prices are not applicable, a lump sum agreed upon by University and Design-Builder, based upon the actual costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Articles 7.3.2 and 7.3.3 plus Design Builder Fee as defined in 7.3.4.2 and supported by a Cost Proposal pursuant to Article 7.3.1 above.

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

7.3.8 The Contract Sum will be adjusted for a delay if, and only if, Design-Builder demonstrates that all of the following four conditions are met:

- .1 Condition Number One: The delay results in an extension of the Contract Time pursuant to Article 8.3.1 of the General Conditions.
- .2 Condition Number Two: The delay is caused solely by one, or more of the following:
  - .1 An error or omission in the Contract Documents caused by University and not as a result of Design-Builder's failure to conform to criteria documents, performance standards, Construction Documents, or Contract Documents; or
  - .2 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Design-Builder; or
  - .3 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Design-Builder; or
  - .4 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's Representative) to perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of the Design-Builder.
  - .5 A materially differing site condition pursuant to Article 3.16 of the General Conditions.
- .3 Condition Number Three: The delay is not concurrent with a delay that is caused by an event other than those listed in Article 7.3.8.2 above.

7.3.9 For each day of delay that meets all four conditions prescribed in Article 7.3.8 above, the Contract Sum will be adjusted by the daily rate included in the Agreement. Pursuant to Article 9.6.4 of the General Conditions, said daily rate shall not apply to delays occurring after Substantial Completion.

## ARTICLE 8 – CONTRACT TIME

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

8.1.1 The date of commencement of the Work shall be set forth in the applicable Notice To Proceed.

### **8.2 PROGRESS AND COMPLETION**

8.2.1 By signing the Agreement Design-Builder represents to University that the Contract Time is reasonable for performing the Work and that Design-Builder is able to perform the Work within the Contract Time.

### **8.3 DELAY**

8.3.1 Except and only to the extent provided otherwise in Articles 7 and 8 of the General Conditions, by signing the Agreement, Design-Builder agrees to bear the risk of delays to the Work; and that Design-Builder's Proposal for the Contract was made with full knowledge of this risk.

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

### **8.4 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY**

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

- .1 Condition Number One: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying Final Completion of the Work to a date that is beyond the Contract Time.
- .2 Condition Number Two: Within 7 days of the date the Design-Builder discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay is likely to have an impact on the critical path of the Project, (even if the Design-Builder has not yet been delayed when the Design-Builder discovers or

reasonably should discover the critical path impact of the act, error, omission or unforeseen condition giving rise to the delay) the Design-Builder submits a timely and complete Change Order Request that meets the requirements of Article 4.2 of the General Conditions.

- .3 Condition Number Three: The delay is not caused by:
  - .1 A concealed, unforeseen or unknown condition or event except for a materially differing site condition pursuant to Article 3.16 of the General Conditions; or
  - .2 The financial inability, misconduct or default of the Design-Builder, a Subcontractor or supplier; or
  - .3 The unavailability of materials or parts; or
  - .4 An error or omission in the Contract Documents caused by Design-Builder or Design-Builder's Design Consultants.
- .4 Condition Number Four: The delay is caused by:
  - .1 Fire; or
  - .2 Strikes, boycotts, or like obstructive actions by labor organizations; or
  - .3 Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
  - .4 A materially differing site condition pursuant to Article 3.16 of the General Conditions; or
  - .5 An error or omission in the Contract Documents caused by the University; or
  - .6 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Design-Builder; or
  - .7 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Design-Builder; or
  - .8 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's Representative) to perform any Contract obligation unless such failure is due to Design-Builder's default or misconduct.
  - .9 "Adverse weather" but in order for a day to be considered a day of adverse weather for the purpose of determining whether Design-Builder is entitled to an adjustment in Contract Time, both of the following conditions must be met:
    - .1 The day must be a day in which, as a result of adverse weather, less than one half day of critical path work is performed by Design-Builder; and
    - .2 The day must be identified in the Contract Schedule as a scheduled work day.
- .5 Condition Number Five: Contractor has taken all reasonable measures to avoid and minimize the delay and, notwithstanding such measures, the delay occurred.

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

- .1 When two or more delays (each of which meet all four conditions prescribed in Article 8.4.1 above) occur concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to this Article 8.4.2, such concurrent critical delays shall be treated as a single delay for each such day.

- .2 Design-Builder shall be entitled to a time extension for a day of delay that meets all five requirements of Article 8.4.1 above if the delay is concurrent with a delay that does not meet all five conditions of Article 8.4.1 above.

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

## **8.5 COMPENSATION FOR DELAY**

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

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

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

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.1 COST BREAKDOWN**

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

### **9.2 PROGRESS PAYMENT**

9.2.1 University agrees to pay monthly to Design-Builder, subject to Article 9.4.3 of the General Conditions, an amount equal to 95% of the sum of the following:

- .1 Cost of the Construction Work in permanent place as of the date of the Design-Builder's Application For Payment.
- .2 Cost of materials not yet incorporated in the Construction Work, subject to Article 9.3.5 of the General Conditions.
- .3 Less amounts previously paid.
- .4 During the Design Work, the University shall pay Design-Builder monthly a uniform amount prorated, based on the Contract Time and Contract Sum associated with either Design Development or Construction Documents Phase.

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

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



### **9.3 APPLICATION FOR PAYMENT**

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

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

### **9.4 CERTIFICATE FOR PAYMENT**

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

9.4.2 If any such Application For Payment is determined not to be in accordance with Article 9.3 above, University will inform Design-Builder as soon as practicable, but not later than 5 working days after receipt. Thereafter, Design-Builder shall have 3 days to revise and resubmit such Application For Payment; otherwise University's Representative may issue a Certificate For Payment in the amount that University's Representative determines to be properly due without regard to such Application For Payment.

9.4.3 Approval of all or any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any failure of Design-Builder to perform its obligations under the Contract Documents.

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

### **9.5 BENEFICIAL OCCUPANCY**

9.5.1 University reserves the right, at its option and convenience, to occupy or otherwise make use of any part of the Construction Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to Design-Builder. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following condition: Design-Builder shall continue to maintain all insurance required by the Contract in full force and effect.

### **9.6 SUBSTANTIAL COMPLETION**

9.6.1 "Substantial Completion" means the stage in the progress of the Construction Work, as determined by University's Representative, when the Construction Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair University's ability to occupy and fully utilize the Construction Work for its intended purpose and a Certificate of Occupancy has been issued by the University.

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

9.6.3 When University's Representative determines that the Construction Work is substantially complete, University's Representative will arrange for inspection by University's Building Official and other officials, as appropriate, for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued by the University, the University's Representative will prepare a Certificate of Substantial Completion on University's form as contained in the Exhibits, which,

when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and Design-Builder for security, maintenance, utilities, insurance, and damage to the Construction Work.

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

## **9.7 FINAL COMPLETION, FINAL PAYMENT, AND RELEASE OF RETENTION**

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

9.7.2 Final payment and retention shall be released to Design-Builder, as set forth in Article 9.7.3, after:

- .1 Design-Builder submits the final Application For Payment and all submittals required in accordance with Article 9.3;
- .2 Design-Builder submits all guarantees and warranties procured by Design-Builder from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents;
- .3 Design-Builder submits the Final Distribution of Contract Dollars in the form contained in the Exhibits; and
- .4 University's Representative issues the final Certificate For Payment.

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

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

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

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

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

10.1.1 Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees and other persons who may be affected thereby, the Work and materials to be incorporated therein, and property at the Project site and adjoining property.

### **10.2 EMERGENCIES**

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

## **ARTICLE 11 – INSURANCE AND BONDS**

### **11.1 DESIGN-BUILDER'S INSURANCE**

11.1.1 Design-Builder shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and University from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by Design-Builder, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the Supplementary Conditions. See Article 3.19 of the General Conditions regarding the scope and extent of Design-Builder's liability for repair of damaged Work.

11.1.2 The following policies and coverage shall be furnished by Design-Builder:

- .1 COMMERCIAL GENERAL LIABILITY INSURANCE subject to terms no less broad than the Insurance Services Office's (ISO) form CG 0001 (2004 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering all Work done by or on behalf of Design-Builder and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability. There shall be no limitations or exclusions of coverage beyond those contained in the standard ISO form CG 0001 (2004 or later edition) Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to Work required of Design-Builder by these Contract Documents. Design-Builder shall continue to maintain Products/Completed Operations liability insurance coverage for a minimum completed operations period of 10 year(s) or the applicable Statute of Repose as provided by the law of the jurisdiction where the project is located as shown in the policy(ies), whichever is less. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required minimum coverage limits and the requirement to provide the University with coverage as an additional insured for completed operations as specified under this Article 11.1.
- .2 BUSINESS AUTOMOBILE LIABILITY INSURANCE subject to terms no less broad than the Insurance Services Office's (ISO) form CA 0001 (1990 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering owned, hired, leased, and non-owned automobiles used by or on behalf of Insured, and providing liability insurance for bodily injury and property damage arising from the use or operation of such auto(s) with a minimum combined single limit of not less than \$1,000,000 per accident. The minimum limits required may be satisfied by combination of primary and umbrella/excess policies. The Commercial Automobile Liability Insurance shall be provided by Design-Builder for all on site and off site Work.
- .3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required by Federal and State of California law. Design-Builder shall also require all of its Subcontractors to maintain this insurance coverage.

Insurance required 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:

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

- .4 PROFESSIONAL LIABILITY INSURANCE to insure its activities in connection with this Contract and shall obtain, keep in force, and maintain as required by the Supplementary Conditions. However, if the insurance under this Article 11.1.2.4 is written on a claims-made basis, it shall be maintained continuously for a period no less than three (3) years following termination of this Contract or Final Completion, whichever occurs later. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of this Contract and shall include, without limitation coverage for professional services as called for in this Contract.
- .5 The Design-Builder shall obtain, either itself or through the applicable Subcontractor(s) in use of drone(s)/Unmanned Aerial Vehicle(s) (UAV(s)) in the performance of their Work, either an endorsement for UAV Liability coverage to their Commercial General Liability insurance policy or separate Unmanned Aircraft System (UAS) insurance. Design-Builder and/or Subcontractor shall maintain and show evidence of coverage pursuant to Article 11 while Work involving drone(s)/UAV(s) is being completed. The insurance required by this paragraph shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor's or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor's or Moody's).

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

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

UAV / UAS INSURANCE - Limits of Liability	Minimum Requirement
Each Loss	N/A
Policy Aggregate	N/A

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

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

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

- .1 The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.
  - .2 As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Design-Builder and/or Subcontractor waives all rights of recovery by subrogation against University, University's Representative, University's Representative's consultants, their respective officers, agents, or employees.
  - .3 If insurance policy providing coverage requires that each UAV be scheduled, the Design-Builder and/or Subcontractor shall meet all reporting requirements of the insurance company to schedule insurance for the actual unit (drone/UAV) in use in the performance of their Work.
- .6 The Design-Builder shall obtain, either itself or through the applicable Subcontractor(s) performing Work involving hazardous materials, Contractor's Pollution Liability (CPL) insurance coverage for such Work AND an endorsement to either its CPL or Commercial Automobile Liability policies for transporting or hauling of hazardous materials. The insurance required by this paragraph 11.1.2.6 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following minimum limits:

CONTRACTOR'S POLLUTION LIABILITY - Limits of Liability	Minimum Requirement
Each Loss	<u>\$2,000,000</u>
Policy Aggregate	<u>\$2,000,000</u>

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

- .1 The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.
- .2 As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Contractor and/or Subcontractor waives all rights of recovery by subrogation against University, University's Representative, University's Representative's consultants, their respective officers, agents, or employees.

- .3 Except with respect to the limits of insurance, Contractor and Subcontractor required insurance shall apply separately to each insured or additional insured.
- .4 Coverage for Emergency Response Costs, with a 72-hour minimum time frame.
- .5 Coverage for Crisis Management, Public Relations Management or Equivalent.
- .6 Coverage for Mold and Fungi.
- .7 Coverage for transportation of hazardous materials.
- .8 Coverage for non-owned hazardous material disposal sites.

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

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

COMMERCIAL AUTO - Combined Single Limit per Accident of: \$2,000,000

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

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

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

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

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

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

11.1.6 Design-Builder's insurance as required by Article 11.1.2 above, shall, by endorsement to the policies and the Certificates of Insurance, include the following:

- .1 The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor's General Liability insurance for and relating to the Work to be performed by the Contractor and Subcontractors. Additional Insured provision or endorsement shall be at least as broad as the CG 20 10 07 04 in combination with the CG 20 37 0704 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO) and shall be included with Certificates of Insurance. The additional insured requirement shall not apply to Worker's Compensation and Employer's Liability insurance.

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

- .2 University, University's consultants, University's Representative, and University's Representative's consultants will not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- .3 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by University, University's consultants, University's Representative, and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.6.1 above.
- .4 The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.

11.1.7 The form and substance of all insurance policies required to be obtained by Design-Builder shall be subject to approval by University. The insurance required by 11.1.2.1, 11.1.2.2 and 11.1.2.4 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

		Minimum Requirement
11.1.2.1	Commercial General Liability Insurance-Limits of Liability	
	Each Occurrence-Combined Single Limit for Bodily Injury and Property	<u>\$2,000,000</u>
	Products-Completed Operations Aggregate	<u>\$4,000,000</u>
	Personal and Advertising Injury	<u>\$2,000,000</u>
	General Aggregate-	<u>\$4,000,000</u>
11.1.2.2	Business Automobile Liability Insurance-Limits of Liability	
	Each Accident-Combined Single Limit for Bodily Injury and Property Damage	<u>\$2,000,000</u>
11.1.2.4	Professional Liability – Limits of Liability	
	Each Occurrence	<u>\$2,000,000</u>
	General Aggregate	<u>\$4,000,000</u>

The insurance required by 11.1.2.1 and 11.1.2.2 shall provide as follows: University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Design-Builder in writing, will be included as additional insureds for and relating to the Work to be performed by Design-Builder and Subcontractors. This requirement shall apply to claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of Design-Builder and Subcontractors. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance or to Professional Liability Insurance.

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 –

Worker's Compensation:

(as required by Federal and State of California law).

Employer's Liability:

Each Employee	\$1,000,000
Each Accident	\$1,000,000
Policy Limit	\$1,000,000

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

11.1.9 At the request of University, Design-Builder shall submit to University copies of the policies obtained by Design-Builder.

**11.2 BUILDER'S RISK PROPERTY INSURANCE**

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

**11.3 PERFORMANCE BOND AND PAYMENT BOND**

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

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Lump Sum Base Proposal.

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

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

11.3.5 Surety companies used by Design-Builder shall be, on the date the Contract is signed by University, listed in the latest published State of California, Department of Insurance list of "Insurers Admitted to Transact Surety Insurance in This State."

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by Design-Builder.

**ARTICLE 12 – UNCOVERING AND CORRECTION OF CONSTRUCTION WORK**

**12.1 UNCOVERING OF WORK**

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

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

12.2.1 The term "Guarantee To Repair Period" means a period of 2 years, unless a longer period of time is specified, commencing as follows:

- .1 For any Construction Work not described as incomplete in the Certificate of Substantial Completion, on the date of Substantial Completion.
- .2 For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Article 9.5 of the General Conditions, from the first date of such Beneficial Occupancy or actual use, as established in a Certificate of Beneficial Occupancy.
- .3 For all Construction Work other than .1 or .2 above, from the date of Final Completion.

12.2.2 Design-Builder shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period, and (2) replace, repair, or restore to University's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Design-Builder shall promptly commence such correction, replacement, repair, or restoration upon notice from University's Representative or University, but in no case later than 10 days after receipt of such notice; and Design-Builder shall diligently and continuously prosecute such correction to completion. Design-Builder shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work.

12.2.3 Design-Builder's obligations under this Article 12 are in addition to, and not in limitation of, its warranty under Article 3.4 of the General Conditions or any other obligation of Design-Builder under the Contract Documents. Enforcement of Design-Builder's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies University may have under the Contract Documents or at law or in equity for Defective Work.

## **ARTICLE 13 – TERMINATION OF THE CONTRACT**

### 13.1 TERMINATION BY DESIGN-BUILDER

13.1.1 Subject to below Article 13.1.2, Design-Builder shall have the right to terminate the Contract only upon University's failure to perform any material obligation under the Contract Documents and to cure such default within 30 days, or University has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Design-Builder stating the nature of such default(s).

13.1.2 Upon the occurrence of one of the events listed in Article 13.1 above, Design-Builder may, upon 10 days additional notice to University and University's Representative, and provided that the condition giving rise to Design-Builder's right to terminate is continuing, terminate the Contract.

### 13.2 TERMINATION BY UNIVERSITY FOR CAUSE

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

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



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

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

13.2.3 Upon any of the occurrences referred to in Articles 13.2.1 and 13.2.2 above, University may, at its election and by notice to Design-Builder, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Design-Builder; accept the assignment of any or all of the subcontracts; and then complete the Work by any method University may deem expedient.

### **13.3 TERMINATION BY UNIVERSITY FOR CONVENIENCE**

13.3.1 University may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Design-Builder. Upon such termination, Design-Builder agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Design-Builder, University shall pay Design-Builder in accordance with Article 13.3.3 below.

13.3.2 Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to Design-Builder's obligations under Article 13.3.1 above, as to bona fide obligations assumed by Design-Builder prior to the date of termination.

13.3.3 Upon such termination, University shall pay to Design-Builder the sum of the amount of the Contract Sum allocable to the portion of the Work properly performed by Design-Builder as of the date of termination, less sums previously paid to Design-Builder.

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

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

Design-Builder shall perform the Work in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, lawful orders, and policies of all public authorities having jurisdiction over Design-Builder, University, or the Project, including, without limitation, any state orders or county orders pertaining to public health, and the following:

### **14.1 NONDISCRIMINATION**

14.1.1 For purposes of this Article 14.1, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.1.2 Design-Builder shall comply and shall ensure that all Subcontractors comply with Sections 12900 through 12996 of the State of California Government Code.

14.1.3 Design-Builder agrees as follows during the performance of the Work:

- .1 Design-Builder shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic

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

- .2 Design-Builder and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by University or any appropriate agency of the State of California designated by University for the purposes of investigation to ascertain compliance with this Article 14.1.

## **14.2 PREVAILING WAGE RATES**

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

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

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

## **14.3 PAYROLL RECORDS**

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

14.3.2 Design-Builder and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Construction Work. All payroll records shall be certified as being true and correct by Design-Builder or Subcontractors keeping such records; and the

payroll records shall be available for inspection at all reasonable hours at the principal office of Design-Builder on the following basis:

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

14.3.3 Design-Builder shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Design-Builder shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and Design-Builder shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Article 14.3 or with the State of California Labor Code Section 1776, Design-Builder shall have 10 days in which to comply following receipt of notice specifying in what respects Design-Builder must comply. Should noncompliance still be evident after the 10- day period, Design-Builder shall forfeit to University, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum.

#### 14.4 APPRENTICES

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

14.4.2 Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Design-Builder and Subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Design-Builder bears responsibility for compliance with this section for all apprenticeable occupations.

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

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

14.4.5 "Apprenticeship craft or trade," as used in this Article 14.4, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

14.4.6 If Design-Builder or Subcontractors employ journeymen or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, Design-Builder and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Construction Work in the same amount or upon the same basis and in the same manner done by the other contractors. Design-Builder may

include the amount of such contributions in computing its Proposal for the Contract; but if Design-Builder fails to do so, it shall not be entitled to any additional compensation therefore from University.

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

#### **14.5 CONSTRUCTION WORK-DAY**

14.5.1 Design-Builder shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Design-Builder shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of this Contract by Design-Builder, or any Subcontractor, for each day during which such worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Article 14.5 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Design-Builder and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

#### **14.6 PATIENT HEALTH INFORMATION (if applicable)**

Design-Builder acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Design-Builder shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Design-Builder will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Design-Builder, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Design-Builder will report such actions immediately to the University Representative. Design-Builder will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Design-Builder will report to University Representative within five (5) days after Design-Builder gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

### **ARTICLE 15 – MISCELLANEOUS PROVISIONS**

#### **15.1 GOVERNING LAW**

15.1.1 This Contract shall be governed by the laws of the State of California.

#### **15.2 SUCCESSORS AND ASSIGNS**

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

#### **15.3 SURVIVAL**

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

#### **15.4 COMPLETE AGREEMENT**

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

#### **15.5 EXECUTION OF AGREEMENT**

15.5.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a University approved digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature unless it is unique to the person using it, capable of verification, created by public key cryptography or signature dynamics, and meets all requirements of California Government Code § 16.5 and California Code of Regulations 22000 through 22005.

## **15.6 UNIVERSITY'S RIGHT TO AUDIT**

15.6.1 University and entities and agencies designated by University will have access to and the right to audit and the right to copy at University's cost all of Design-Builder's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Design-Builder shall preserve all such records and other items during the performance of the Contract and for a period of at least 3 years after Final Completion.

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

15.7.1 The following documents must be delivered in a manner specified in Article 15.7.2:

- .1 Design-Builder Notices of election to litigate;
- .2 Written demand for an informal conference to meet and confer pursuant to Article 4.5;
- .3 University's written statement identifying remaining disputes following informal conference pursuant to Article 4.6;
- .4 Written demand for non-binding mediation pursuant to Article 4.6;
- .5 Design-Builder claims pursuant to Article 4.3;
- .6 Design-Builder notices of conditions pursuant to Article 3.16;
- .7 University's notices of Design-Builder's failure to perform and/or correct defective work pursuant to Articles 12.2 and 13.2.3;
- .8 University's notice to stop work pursuant to Article 2.1;
- .9 Notices of termination pursuant to Article 13.

15.7.2 Delivery methods for documents specified in Article 15.7.1:

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

15.7.3 The documents identified in Article 15.7.1 shall only be effective if delivered in the manner specified in Article 15.7.2. Subject to the forgoing, such documents shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Delivery of the specified documents shall be made at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 15.6.

## **15.8 TIME OF THE ESSENCE**

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

## **15.9 UC FAIR WAGE**

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

**SUPPLEMENTARY CONDITIONS****1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 1 - GENERAL PROVISIONS**

The "Architect of Record" as referred to in the General Conditions is: **ARCHITECT NAME**.

**2. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – DESIGN-BUILDER**

Replace Article 3.4.1 with the following:

3.4.1 Design-Builder warrants to University that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), *meets the requirements as stated in the Contract Documents* and all Work will be free of liens, claims and security interests of third parties; that the Work will be of the highest quality and free from defects and that all Work will conform with the requirements of the Contract Documents. If required by University's Representative, Design Builder shall furnish satisfactory evidence of compliance with this warranty. Further, the type, quality and quantum of such evidence shall be within the sole discretion of the University's Representative. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Add Article 3.9.3 as follows:

3.9.3 The Design-Builder is responsible for unforeseen site conditions and toxic materials to the extent described in the Contracts Documents. Should unforeseen site conditions arise, during the course of the project, Design-Builder to notify University within 48 hours of identification of such conditions.

**3. INFECTIOUS ILLNESS PRECAUTIONS**

- a. The University is committed to avoiding the transmission of infectious diseases in our campus and surrounding communities. 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. Contractor employees working at UC Davis Health facilities must comply with University policies and local and federal guidelines for masking and vaccination compliance due to COVID-19 and during flu season. Any employee or vendor who refuses to follow those requirements will not be allowed on the job site. For additional information on the most current vaccination and/or masking requirements for specific project locations at any time, please refer to the Project Manager and/or Construction Manager.
- c. University staff and ICRA consultant for the project may monitor Contractors and Subcontractors compliance with infection control requirements.

**4. 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. The usage of cellular phone devices is not allowed in the hospital due to interference with patient monitoring devices.
- e. You are reminded to comply with CALOSHA requirements for job safety. Designate a safety officer for the workplace 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. Identification badges are required and must be worn at all times while on campus. You are required to e-mail a memo to Thomas Kaiser, Project Manager at [tkaiser@ucdavis.edu](mailto:tkaiser@ucdavis.edu) to request identification badges for all employees and subcontractors.
- j. The University strives to maintain campus communities and worksites free from the illegal use, possession, or distribution of alcohol or of controlled substances, as defined in schedules I through V of the Controlled Substances Act, 21 United States Code section 812, and by regulation at 21 Code of Federal Regulations section 1308. Unlawful manufacture, distribution, dispensing, possession, use, or sale of alcohol or of controlled substances by University employees and students in the workplace, on University premises, at official University functions, or on University business is prohibited. In addition, employees and students shall not use illegal substances or abuse legal substances in a manner that impairs work performance, scholarly activities, or student life.
- k. The University prohibits and has zero tolerance for workplace violence. Any disruptive behavior, act of intimidation, threat of violence or act of violence committed against any person and or property is prohibited.

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# 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
	<b>GENERAL LIABILITY</b> <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						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						

**Special Provisions:**

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with **Project No. 9557950, SESP CPU Water Upgrade.**
- 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**

<p><b>Forward to:</b> Facilities Design &amp; Construction          UC Davis Health          4800 2<sup>nd</sup> Avenue, Suite 3010          Sacramento, CA 95817          Attention: <b>Contracts Group</b></p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
--	---

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.: 9557950**  
**PROJECT NAME: SESP CPU Water Upgrade**

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: \_\_\_\_\_ 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.**

**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.: 9557950**  
**PROJECT NAME: SESP CPU Water Upgrade**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Address for Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: NOTARY 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: SESP CPU Water Upgrade

PROJECT NO.: 9557950

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 \$ \_\_\_\_\_

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: SESP CPU Water Upgrade APPLICATION NO.: \_\_\_\_\_  
 PROJECT NO.: 9557950 APPLICATION DATE: \_\_\_\_\_  
 FACILITY: Facilities Design and Construction PERIOD TO: \_\_\_\_\_  
 CONTRACT DATE: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

SCHEDULE 1  
TO

**APPLICATION FOR PAYMENT COST BREAKDOWN**

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

PROJECT NAME: SESP CPU Water Upgrade  
CONTRACTOR: \_\_\_\_\_  
PROJECT NO.: 9557950  
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: SESP CPU Water Upgrade  
 CONTRACTOR: \_\_\_\_\_  
 PROJECT NO.: 9557950  
 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: SESP CPU Water Upgrade  
CONTRACTOR: \_\_\_\_\_  
PROJECT NO.: 9557950  
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)

**SELECTION OF RETENTION OPTIONS**

I (we): \_\_\_\_\_  
(Design-Builder)

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

University will withhold retention

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

herewith elect to substitute securities in the form of:

\_\_\_\_\_  
(Type of security)

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

or SELECT OPTION 3

\_\_\_\_\_ Check here for option 3

herewith elect to have retention on the above-referenced project paid directly into the Escrow Account.

\_\_\_\_\_  
(Type of Security to be purchased)

An Escrow Account will be opened with\*\*:

\_\_\_\_\_  
(Name of state or federally chartered bank in California)

whose address is:

\_\_\_\_\_  
(Street)

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

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

On Behalf of Design-Builder\*

On Behalf of University Acknowledged and Approved

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

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

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

Jason Nietupski

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

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

Executive Director

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

\* SIGNATURE SHALL BE BY THE AUTHORIZED PARTY WHO SIGNS THE ESCROW AGREEMENT FOR DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION ("ESCROW AGREEMENT").

\*\* DESIGN-BUILDER AND ITS SURETY BEAR THE RISK OF FAILURE OF THE BANK SELECTED.

**NOTE:** IF A COMPLETED AND SIGNED ESCROW AGREEMENT IS NOT SUBMITTED WITH THIS FORM, UNIVERSITY WILL NOT ALLOW DEPOSIT OF SECURITIES IN LIEU OF RETENTION.

**IF OPTION 2 OR OPTION 3 IS SELECTED, AN ESCROW AGREEMENT (EXHIBIT 5B) MUST BE COMPLETED AND SUBMITTED TO THE UNIVERSITY.**

**RETURN THIS AGREEMENT SIGNED BY DESIGN-BULDER AND ESCROW AGENT TO:**

UNIVERSITY OF CALIFORNIA, DAVIS MEDICAL CENTER  
Facilities Design and Construction  
4800 2<sup>nd</sup> 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 "Design-Builder," 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, Design-Builder, and Escrow Agent agree as follows:

(1) Design-Builder 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 Design-Builder for the Project titled

**SESP CPU Water Upgrade  
Project Number 9557950**

in the amount of \$\_\_\_\_\_, dated \_\_\_\_\_. Alternatively, on written request of Design-Builder, University shall deposit retention directly with Escrow Agent. Design-Builder and its surety shall be at risk for failure of the Escrow Agent selected. When Design-Builder deposits the securities as a substitute for retention, Escrow Agent shall notify University within 5 days after the deposit. At all times, Design-Builder 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, Facilities Design and Construction; and Design-Builder 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 Design-Builder 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. Design-Builder 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 Design-Builder.

(3) Design-Builder 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. Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder with a copy to University under separate cover. Design-Builder 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 Design-Builder.

(6) If, at the request of Design-Builder, University deposits retention directly with Escrow Agent, Escrow Agent shall hold such retention for the benefit of Design-Builder 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 Design-Builder 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) Design-Builder 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 Design-Builder 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 Design-Builder. 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 Design-Builder, 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 Design-Builder and shall be held in escrow. Interest may be withdrawn by Design-Builder 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, Design-Builder 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 Design-Builder. 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 Design-Builder.

(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 Design-Builder. Upon 7 days written notice to Escrow Agent from University, with a copy to Design-Builder, 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 Design-Builder 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 Design-Builder pursuant to this Escrow Agreement; and University and Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder tenders securities to be deposited in lieu of retention, an authorized representative of the Design-Builder 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 Design-Builder)  
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 Design-Builder)  
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 Design-Builder 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:**

**On behalf of Design-Builder:**

1. \_\_\_\_\_ Jason Nietupski \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Signature)  
916-734-7024  
(Telephone Number)  
2. \_\_\_\_\_ Douglas Whiteaker \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Signature)  
916-734-7024  
(Telephone Number)

1. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Telephone Number)  
2. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Telephone Number)

Design-Builder, Escrow Agent, and University hereby agree to the covenants contained herein.

IN WITNESS WHEREOF, Design-Builder, 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  
\_\_\_\_\_  
(Title)  
916-734-7024  
\_\_\_\_\_  
(Telephone Number)

By \_\_\_\_\_  
(Signature)  
Douglas Whiteaker  
\_\_\_\_\_  
(Printed Name)  
Director  
\_\_\_\_\_  
(Title)  
916-734-7024  
\_\_\_\_\_  
(Telephone Number)

**Design-Builder:**

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

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

**Escrow Agent:**

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," and (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary."
2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" for Design Builder and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Design Builder 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 Design Builder Fee shall be computed on the Cost of Extra Work of Design Builder 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 Design Builder 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:

\_\_\_\_\_  
(Design Builder)

\_\_\_\_\_  
(University's Representative)

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

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

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

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

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

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



**COST PROPOSAL SUMMARY**

Change Order Request No.: \_\_\_\_\_

Design Builder Name: \_\_\_\_\_

UC Davis Health  
Facilities Design and Construction

		(1)	(2)	(3)	
		Design Builder	1st Tier Subs	2nd & Lower Tier Subs	Total
<b>ACTUAL COSTS</b>	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)				
<b>DESIGN BUILDER FEE</b>	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. Design Builder (5% of line 10; col. 2 & 3)				
	16. Design Builder (15% of line 10; col. 1)				
	17. Design Builder Fee (Sum of lines 12-16)				
	<b>TOTAL</b>				
	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 Design Builder and each Subcontractor involved in the Extra Work.

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Design Builder/Subcontractor Name: \_\_\_\_\_

Change Order Request No.: \_\_\_\_\_

Work Activity: \_\_\_\_\_

UC Davis Health  
Facilities Design and Construction

COST ITEM	DESCRIPTION	COST <sup>(1)</sup>
<b>ACTUAL COSTS</b>	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)	
<b>TOTAL</b>	12. Sum of lines 10 and 11	

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

\_\_\_\_\_  
(Design Builder's Company Name)

\_\_\_\_\_  
(Signature) <sup>(2)</sup>

\_\_\_\_\_  
(Signature) <sup>(3)</sup>

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

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

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

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

- Notes:** (1) Round off all costs to the nearest dollar.  
 (2) This form shall be prepared and signed by Design Builder 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 Design Builder certifying the accuracy of the information.

**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 Design Builder 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 Design Builder Fee shall be computed on the Cost of Deducted Work of Design Builder 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 Design Builder 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: \_\_\_\_\_  
(Design Builder)

Received: \_\_\_\_\_  
(University's Representative)

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

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

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

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

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

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

**COST PROPOSAL SUMMARY**

Change Order Request No.: \_\_\_\_\_

Design Builder Name: \_\_\_\_\_

**UC Davis Health**

		(1)	(2)	(3)	(4)
		Design Builder	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 (shall not exceed 2% of line 10)					
DESIGN BUILDER FEE	12. Sub-Sub (5% of line 10; col. 3)				
	13. Subcontractor (5% of line 10; col. 3)				
	14. Design Builder (5% of line 10; col. 2 & 3)				
	15. Design Builder 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 Design Builder and each Subcontractor involved in the Deductive Work.

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Design Builder/Subcontractor Name: \_\_\_\_\_

Change Order Request No.: \_\_\_\_\_

Work Activity: \_\_\_\_\_

UC Davis Health

COST ITEM	DESCRIPTION	COST <sup>(1)</sup>
	1. Straight Time Wages/Salaries -- Labor	
	2. Fringe Benefits and Payroll Taxes -- Labor:           % of line 1	
	3. Overtime Wages/Salaries - Labor (Attach University Representative's written authorization)	
ACTUAL 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)

\_\_\_\_\_  
(Design Builder's Name)

\_\_\_\_\_  
(Signature) <sup>(2)</sup>

\_\_\_\_\_  
(Signature) <sup>(3)</sup>

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

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

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

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

- Notes:
- (1) Round off all costs to the nearest dollar.
  - (2) This form shall be prepared and signed by Design Builder 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 Design Builder 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.*

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**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)**

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**TERMS AND CONDITIONS**

**NAMED INSURED**

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

**ADDITIONAL INSUREDS**

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

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

**ATTACHMENT/TERMINATION**

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 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.*

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

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

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**KEY EXCLUSIONS**

**KEY PROPERTY NOT COVERED**

Covered property does not include:

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

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**KEY EXCLUDED CAUSES OF LOSS**

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

**a. Governmental Action**

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

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

**b. Nuclear Hazard**

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

**c. Ordinance or Law**

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

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

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

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

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



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**d. War and Military Action**

War and military action, meaning:

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

**2. We will not pay for:**

**a. Consequential Loss**

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

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

**b. Cracking and Settling**

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

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

**c. Disappearance or Shortage**

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

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**d. Dishonest Acts**

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

This exclusion does not apply to:

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

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

**e. Electronic Vandalism, Defects or Errors**

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

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

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

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

**f. Expected, Preventable or Accumulated Losses**

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

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

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**g. Faulty, Inadequate or Defective Workmanship or Design**

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

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

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

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

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

**h. Fines or Penalties**

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

**i. Fungus, Wet Rot, Dry Rot or Bacteria**

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

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

This exclusion does not apply:

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

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**j. Pollutants**

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

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

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

**k. Landscaping Materials**

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

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

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

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

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

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

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

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**SELECT EXTENSIONS OF COVERAGE**

**1. Expediting and Contractor's Extra Expense**

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

(1) Expediting expenses, including:

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

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

(c) Extra costs of rental equipment;

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

(2) Owner's Extra Expense; and

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

**2. Demolition and Increased Cost of Construction**

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

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

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

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

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

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

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

**3. Preservation of Property Protection Expense**

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

The Insured must keep a record of the expenses incurred.

No Deductible applies to this Coverage Extension.

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**4. Construction Documentation, Valuable Papers and Records**

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

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

**5. Crane Re-Erection Expense**

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

**6. Scaffolding, Forms or Falsework Re-Erection Expense**

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

**7. Debris Removal**

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

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

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

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

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

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

**8. Design Professional Fees**

Subject to the stated sublimit, this policy will reimburse the first Named Insured for reasonable and necessary expenses incurred for design professional services to repair, rebuild or replace the lost or damaged 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"><li>• Wood Frame, Heavy Timber, CLT construction where the values are estimated to exceed \$10M by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Joisted Masonry construction where values are estimated to exceed \$15M by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Any Fire Resistive; Non-Combustible; or Masonry Non-Combustible construction where the values are estimated to exceed \$100M by project completion date</li></ul>
<ul style="list-style-type: none"><li>• 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</li></ul>
<ul style="list-style-type: none"><li>• Stadiums</li></ul>
<ul style="list-style-type: none"><li>• Bridges</li></ul>
<ul style="list-style-type: none"><li>• Cleanroom construction (both new and renovation) of any size</li></ul>
<ul style="list-style-type: none"><li>• Directional drilling</li></ul>
<ul style="list-style-type: none"><li>• Gas turbines</li></ul>
<ul style="list-style-type: none"><li>• Any project involving prototypical design or the use of unproven technology</li></ul>
<ul style="list-style-type: none"><li>• Any project with hot-testing where the values are estimated to exceed \$100M by project completion date</li></ul>
<ul style="list-style-type: none"><li>• Projects with any other Construction Type, beyond Fire Resistive; Non-Combustible; Masonry Non-Combustible; Joisted Masonry; or Wood Frame, that are constructed of non-combustible materials or fire-resistive materials having a fire resistant rating of less than two hours</li></ul>

**EXHIBIT 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. <a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a>  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. <a href="https://ucop.edu/sbe-dvbe-certifications">https://ucop.edu/sbe-dvbe-certifications</a>  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.

Project Name: { }

Project No.: { }

**EXPANDED LIST OF SUBCONTRACTORS**

*(to be submitted as soon as each subcontractor is selected – see General Conditions)*

Provide in the spaces below:

- (a) Phase of work, (as defined in exhibits),
- (b) The portion of the work which will be done by each subcontractor, the Design Builder shall list only one subcontractor for each such portion,
- (c) Amount of Subcontract
- (d) The name of each subcontractor who will perform work or labor or render service to the Design Builder in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the Design Builder, 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 percent of the Design Builder's total bid,
- (e) Type of license,
- (f) Verified license number,
- (g) Location of the place of business (full street address, city, state and zip code).
- (h) Business Category - check only the one(s) that apply, otherwise leave blank.

Phase	Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Amount of Subcontract	Subcontractor				Business categories* (Check all categories that apply- SBE/DVBE)
			Name of Business	Location of Business (City)	License No.	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
							<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
							<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
							<input type="checkbox"/> SBE <input type="checkbox"/> DVBE
							<input type="checkbox"/> SBE <input type="checkbox"/> DVBE

Total percentage of bid amount to be performed by SBEs and DVBEs: \_\_\_\_\_  
(Note: Add additional pages if required.)

**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

**DESIGN-BUILDER 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 Design-Builder are accurate and complete. Supporting data for amounts incurred by Design-Builder 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 Design-Builder on behalf of any and all subcontractors or suppliers, of all tiers, or any person or entity under Design-Builder, are accurate and complete. Design-Builder 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 Design-Builder 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 Design-Builder.

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 Design-Builder)

**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 Design-Builder 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 Design-Builder 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 Design-Builder.
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: \_\_\_\_\_

Date

Name, Title

Design-Builder Name

Address

City, State, Zip Code

**Project:** 0000000 – Project Title/Contract Title

**Subject:** NOTICE OF SELECTION AS LOWEST COST-PER-POINT RESPONSIBLE PROPOSER  
**AMOUNT OF BID: \$000,000,000.00**

Dear Mr./Ms. Last Name:

We are very pleased to inform you that Name of Design-Builder has been selected as the lowest cost-per-point Proposer for the Project Title/Contract Title project. The Regents of the University of California will award a contract (the Contract) to Name of Design-Builder by sending you a fully executed copy of the Agreement and Notice to Proceed letter, if you comply with the conditions stated below.

Within ten (10) days after receipt of Notice of Selection you are required to submit all of the following listed documents to The Regents of the University of California at the address stated below. **Failure to respond by close of business Day, Date**, may result in the University rejecting your proposal as non-responsive, and selecting the next lowest cost-per-point responsible proposer.

1. Agreement duly executed by Name of Design-Builder via DocuSign (to be sent via email by University).
2. Certificate(s) of Insurance (duly executed by insurers) on University's form. Please have your insurance broker use our form (Exhibit 1), which has two (2) Special Provisions at bottom of form (do not change or alter language).
3. Three (3) originals of the Payment Bond (duly executed and acknowledged by Name of Design-Builder and surety on University's form. Date should be the same as the Agreement.
4. Three (3) originals of the Performance Bond (duly executed and acknowledged by Name of Design-Builder) and surety on University's form. Date should be the same as the Agreement.
5. Selection of Retention Options Escrow Agreements for Deposit of Securities in Lieu of Retention and Deposit of Retention (Exhibits 5A and 5B) on University's forms as applicable. If these forms are not submitted, the University will withhold retention by default.
6. **Confirmation of Certification** (Exhibit 13), duly executed by Design-Builder, major Subcontractors, and Consultant.
7. **Report of Subcontractor Information** (Exhibit 14).
8. Preliminary Project Schedule
9. Fully executed "Declaration of Contractor or Subcontractor's Minimum Occupational Safety and Health Qualifications" form. Proposer need not submit this form with proposal if it was previously submitted during the prequalification process.

- 10. Expanded List of Subcontractors form, if applicable. (NOTE: If not applicable at this time, Design-Builder must submit as soon as each subcontractor is selected. Per General Conditions, Article 5.1.1, form shall be provided no later than 30 days after the date which University provides Letter of Design Review.)
- 11. Provide Design Professional Rate Schedule for Additional Services.
- 12. Key Personnel Schedule
- 13. Names of all Design Professionals with their addresses, telephone number, facsimile number, and design discipline.

All of the above required documents must be in the proper format, satisfy the requirements set forth in the Request for Proposal documents, and be submitted within ten (10) calendar days to expedite issuance of the Notice to Proceed. Items 3 and 4 must be submitted in hard copy (wet signatures) to the address below, while all other items required above should be emailed to:

Name – Contracts Administrator  
 Facilities Design & Construction  
 UC Davis Health  
 4800 2<sup>nd</sup> Avenue, Suite 3010  
 Sacramento, CA 95817  
 Email: Contract Adm Name@ucdavis.edu

As a reminder, no contractor or subcontractor may be awarded any portion of this project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

Congratulations on being selected to perform this project. Any questions, please do not hesitate to contact us. Thank you.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

Name

Project Manager

Enclosures

cc (w/o encl.): J. Nietpuski, Executive Director; Contracts; Capital Finance; Name, CM Firm; Project File

Date

Name, Title

Design-Builder Name (CSLB #)

Address

City, State, Zip Code

Project No.: **XXXXXXX – Project Title**

Subject: **AWARD OF CONTRACT/NOTICE TO PROCEED  
PHASE # – DESCRIPTION**

Dear **Mr./Ms. Last Name**:

Congratulations on the award of this important project. This letter serves as a Notice to Proceed for Phase # – **Description**. Work for Phase # shall commence on **Start Date**, and be fully completed within **number (###)** calendar days; therefore, your completion date for Phase # is **End Date**.

The total Contract Amount for the performance of the Phase # Work is **\$000,000.00**.

The University may exercise its option for performance of the Work under Phases #, #, and # by providing a written Notice to Proceed to the Design-Builder for performance under each Phase. Change Orders will amend the contract amount and scope. Technical Specifications conformed by **Design-Builder** will be incorporated into the Contract Documents upon University review and approval.

As a reminder, please do submit a revised Preliminary Project Schedule based on the above actual Notice to Proceed date. Additionally, the University will require the extended listing of all first tier subcontractors as well as signed Self-Certification form (Exhibit 13). These can be submitted at any time prior to the Notice to Proceed for Phase # – Construction.

The University looks forward to working with **Design-Builder** to complete this important project. Enclosed is your original bid bond along with an original copy of the executed contract. Any questions, please let us know. Thank you.

Yours truly,

**Name**

Project Manager

Enclosure

cc: J. Nietupski, Executive Director; **Name**, Director; Contracts; Capital Finance; IOR; Project File  
C-#####-

Date

Name, Title

Design-Builder Name

Address

City, State, Zip Code

**Project No.:** XXXXXXXX – Project Title

**Subject:** DESIGN REVIEW

Dear Mr./Ms. Last Name:

The University of California has completed its design review for the Project Name Project. You should proceed with your selection of Subcontractors for this scope, if you have not already done so.

Per the General Conditions, you must provide the University's Representative with an updated "Expanded List of Subcontractors" within thirty (30) calendar days from the date of this letter. Failure to identify Subcontractors will represent a commitment to perform the applicable work with your own forces.

Should you have any questions related to this letter, please direct them to Contract Administrator/email. Thank you.

Yours truly,

Name

Project Manager

cc: Name, Director; Contracts; Project File

**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 (\$)
(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.

Recording Requested by:  
Facilities Design and Construction

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

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**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, 6<sup>th</sup> 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)