

Project No.:



Specifications  
for

**California Tigar Salamander Fence  
Maintenance (CTS)  
Volume 1 of 1**

University of California  
Merced Campus  
Merced County  
Merced, California



**CONSTRUCTION DOCUMENTS  
TABLE OF CONTENTS**

**Volume 1**

Cover Page  
Construction Documents Table of Contents  
Advertisement for Bids  
Jobwalk Map  
Project Directory  
Instructions to Bidders  
Supplementary Instructions to Bidders  
Information Available to Bidders  
Bid Form  
Bid Bond  
Agreement  
General Conditions  
Supplementary General Conditions  
Exhibit Table of Contents  
Exhibits  
Division 1 Specifications

**Division 1 Specifications**

Section	01 11 00	Summary of Work
	01 11 05	Maintenance / Repair Scope of Work
	01 21 00	Allowances – NOT USED
	01 22 00	Unit Prices
	01 23 00	Alternates
	01 25 00	Product Options and Substitutions
	01 26 13	Requests For Information
	01 31 00	Project Coordination -NOT USED
	01 31 19	Project Meetings - NOT USED
	01 31 42	Contractor Schedules - NOT USED
	01 31 45	Contract Schedules - NOT USED
	01 33 23	Shop Drawings, Product Data and Samples
	01 35 00	Special Requirements
	01 35 40	Environmental Mitigation
	01 35 43	Hazardous Materials Procedures
	01 41 00	Regulatory Requirements
	01 42 13	Abbreviation, Symbols, & Definitions
	01 43 39	Mockups – NOT USED
	01 43 40	Exterior Enclosure Performance Requirements – NOT USED
	01 45 00	Quality Control
	01 51 00	Temporary Utilities – NOT USED
	01 56 00	Temporary Barriers and Enclosures – NOT USED
	01 56 39	Tree and Plant Protection – NOT USED
	01 57 23	Storm Water Pollution Prevention – NOT USED
	01 60 00	Product Requirements
	01 71 23	Field Engineering – NOT USED
	01 73 23	Supporting from Building Structure – NOT USED

01 73 29	Cutting, Patching, and Matching
01 73 35	Selective Demolition
01 74 19	Site Waste Management Program
01 77 00	Closeout Procedures, Final Cleaning, and Extra Materials – NOT USED
01 78 36	Guarantees, Warranties, Bonds, Service & Maintenance Contracts
01 78 39	Project As-Built Documents – NOT USED
01 79 00	Training – NOT USED
01 81 13	LEED™ Requirements – NOT USED
01 81 13.1	LEED Requirements Score Card – NOT USED
01 91 00	Commissioning – NOT USED
01 92 00	Operating and Maintenance – NOT USED

**List of Photos**

**ADVERTISEMENT FOR BIDS**  
**CTS FENCE MAINTENANCE**  
**PROJECT NO.:**  
**UNIVERSITY OF CALIFORNIA, MERCED**

**DESCRIPTION OF PROJECT:**

CTS fence maintenance and vegetation removal services include, but are not limited to: Campus Biologist shall inspect the exclusion fence weekly. The inspection results will identify any non-compliance issues. Notification following the weekly inspection will be made via email to the contractor. Contractor shall respond within 24hrs of the notice to schedule onsite repairs. Special-status wildlife encountered during monitoring and maintenance activities shall be brought to the attention of the Biologist. Contractor shall have no contact with the wildlife.

Contractor will submit a prequalification questionnaire with submission. Bids shall be based on the total unit cost of the Work identified in Section 01 22 00 Unit Prices. Unit prices shall be held for 3 years, during the contract time.

Estimated Total Budget: \$90,000

Bidding documents will be available at the University's ShareFile site for electronic download: hardcopy bidding documents will not be provided by the University. Bid Results will be available on our website at <http://rfp-rfq.ucmerced.edu/>.

Bidding Documents will be made available on **Tuesday, October 24, 2017**.

A **MANDATORY** Pre-Bid Conference will be conducted on **Tuesday, October 31, 2017** beginning promptly at 10:00 AM. Participants shall meet at 5200 N. Lake Rd, Merced, CA 95343, UC Merced Campus, North Bowl Parking Lot. Parking permits are required throughout campus and are available at the yellow dispenser at the entrance to the Parking Lot off Ansel Adams and Mineral King Road.

If you need accommodations related to disabilities, please call Fran Telechea (209) 228-4321 at least 3 working days prior to Pre-Bid Conference/Project Site Visit or Bid Opening.

Requests for clarification or interpretation of the Bidding Documents must be in writing and received by Thursday, **November 2, 2017 at 4:00 P.M.** Questions received after the above-noted deadline may be answered at the discretion of the University's Representative. Questions may be emailed to:

University of California, Merced  
Email: [ftelechea@ucmerced.edu](mailto:ftelechea@ucmerced.edu)

Revisions, additions or deletions will be made by written addenda issued by Physical Planning Design & Construction.

Bids will be received only at:  
**(Hand & Overnight delivery only)**

**UNIVERSITY OF CALIFORNIA,  
MERCED  
Construction  
755 E Yosemite Ave., Bldg. B, Ste M  
Merced CA 95340**

Or by US Mail at:

**UNIVERSITY OF CALIFORNIA,  
MERCED  
Construction  
5200 Lake Rd.  
Merced CA 95343**

Bids must be received before:

**2:00:00 PM  
Thursday, November 9, 2017**

Bid Security in the amount of 10% of the Anticipated Contract Amount shall accompany each Bid. The surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120)."

The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the work.

The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid: A or B or C13.

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage 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 Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

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

The successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
University of California, Merced  
October 20, 2017

THE UNIVERSITY OF CALIFORNIA IS AN AFFIRMATIVE ACTION/EQUAL  
OPPORTUNITY EMPLOYER.



UCMerced  
CTS Fence Maintenance  
10/20/2017



**PROJECT DIRECTORY**

Project Name: CTS Fence Maintenance

Project No:

Location: University of California Merced  
Merced Campus

University: The Regents of the University of California

University's Facility person acting on behalf of University: Tibor Toth  
Assistant Vice Chancellor Facilities Management  
(209) 228-7659

University's Representative is: Francesca Cannizzo  
Campus Biologist  
(209)-201-8349

All inquiries shall be in writing and shall be directed only to: Francesca Cannizzo  
Campus Biologist  
(209)-201-8349  
[Fcannizzo2@ucmerced.edu](mailto:Fcannizzo2@ucmerced.edu)

Design Professional Consultants: University of California Merced  
5200 N. Lake Rd  
Merced, CA 95340  
(209)-201-8349

Address for Stop Notices: Marianna Eastman  
University of California  
5200 North Lake Road  
Merced CA 95343  
And  
Physical Operations, Planning and Development  
University of California  
5200 North Lake Road  
Merced CA 95343

Address for Demand for Arbitration: Western Case Management Center  
6795 N. Palm Avenue, 2<sup>nd</sup> 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 94607-5200

## **INSTRUCTIONS TO BIDDERS**

### TABLE OF CONTENTS

#### **ARTICLE 1 - DEFINITIONS**

#### **ARTICLE 2 - BIDDER'S REPRESENTATIONS**

#### **ARTICLE 3 - BIDDING DOCUMENTS**

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

#### **ARTICLE 4 - PRE-BID CONFERENCE**

#### **ARTICLE 5 - BIDDING PROCEDURES**

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

#### **ARTICLE 6 - CONSIDERATION OF BIDS**

- 6.1 OPENING OF BIDS
- 6.2 REJECTION OF BIDS
- 6.3 AWARD

#### **ARTICLE 7 - BID PROTEST**

- 7.1 FILING A BID PROTEST
- 7.2 RESOLUTION OF BID CONTROVERSY

**ARTICLE 1**  
**DEFINITIONS**

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

## **ARTICLE 2**

### **BIDDER'S REPRESENTATIONS**

- 2.1 Bidder, by making a Bid, represents that:
- 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
- 2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.
- 2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.
- 2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.
- 2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.
- 2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

## **ARTICLE 3**

### **BIDDING DOCUMENTS**

#### **3.1 COPIES**

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids for the sum stated therein, if any. Documents are only available in full sets and shall not be returned.
- 3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.
- 3.1.3 University makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

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

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

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

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

### **3.3 PRODUCT SUBSTITUTIONS**

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

### **3.4 SUBCONTRACTORS**

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location; (4) California contractor license number. An inadvertent error in listing the California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted in writing by, and actually received from, the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. The failure to list, on the Bid Form, any one of the items set forth above will result in the University treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to University that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of University and in accordance with the State of California "Subletting and Subcontracting Fair Practices Act."

### **3.5 ADDENDA**

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

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

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

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

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

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

## **ARTICLE 4**

### **PRE-BID CONFERENCE**

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

## **ARTICLE 5**

### **BIDDING PROCEDURES**

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

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

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

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

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

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

## **5.2 BID SECURITY**

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

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or University may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to University the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which University procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

## **5.3 SUBMISSION OF BIDS**

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

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

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

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

**5.4 MODIFICATION OR WITHDRAWAL OF BID**

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

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

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

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

**ARTICLE 6**

**CONSIDERATION OF BIDS**

**6.1 OPENING OF BIDS**

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

**6.2 REJECTION OF BIDS**

6.2.1 University will have the right to reject all Bids.

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

**6.3 AWARD**

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

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

6.3.3 University will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the



daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award.

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

6.3.4 The University will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

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

- .1 Three originals of the Agreement signed by Bidder.
- .2 Three originals of the Payment Bond required under Article 11 of the General Conditions.
- .3 Three originals of the Performance Bond required under Article 11 of the General Conditions.
- .4 Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.
- .5 Name of, qualifications of, and references for the Superintendent proposed for the Work.
- .6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work, California contractor license number, and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on Report of Subcontractor Information in the form contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- .7 Preliminary Contract Schedule as required under Article 3 of the General Conditions.
- .8 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application for Payment, Selection of Retention Options accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.
- .9 Cost Breakdown as required by Article 9 of the General Conditions.

6.3.6 Prior to award of the Contract, University will notify Bidder in writing, if University, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to University. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of University to object to a proposed Superintendent or Subcontractor prior to award shall not preclude University from requiring replacement of Superintendent or

any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

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

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

## **ARTICLE 7**

### **BID PROTEST**

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

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the Facility not later than 5:00 pm on the 3<sup>rd</sup> business day following:

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

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

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

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

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be

furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the Facility's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

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

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

Chair, Construction Review Board  
University of California  
Office of the President  
1111 Franklin Street, 6<sup>th</sup> Floor  
Oakland, CA 94607-5200  
Attention: Director, Construction Services

**And, by email to:**

constructionreviewboard@ucop.edu

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

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

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

1. Requests for clarification or interpretation of the Bidding Documents must be in **writing** and received by **November 2, 2017 at 4:00 P.M.** Questions received after the above-noted deadline may be answered at the discretion of the University's Representative. **Questions shall be E-Mailed:**

Francesca Cannizzo – University of California, Merced  
email: fcannizzo2@ucmerced.edu

Revisions, additions or deletions will be made by written addenda issued by Construction only.

2. A **MANDATORY** Pre-Bid Conference will be conducted on Tuesday, October 31, 2017 beginning promptly at 10:00 am. Participants shall meet at 5200 N. Lake Rd, Merced, CA 95343, UC Merced Campus, North Bowl Parking Lot. Parking permits are required throughout campus and are available at the yellow dispenser at the entrance to the Parking Lot off Ansel Adams and Mineral King Road.

If you need accommodations related to disabilities, please call Fran Telechea at (209) 228-4321 at least 3 working days prior to Pre-Bid Conference/Project Site Visit or Bid Opening.

4. Bids will be received on or before the Bid Deadline and only at:  
**Hand or Overnight  
Delivery Only** University of California, Merced  
767 E. Yosemite Ave. Suite M  
Merced California 95340
5. Bids will be opened at: **2:00 PM  
Thursday, November 9, 2017**  
755 E. Yosemite Ave. Suite M  
Merced California 95340

6. Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be emailed to all Prequalified Bidders who attend the mandatory pre-bid conference.
7. Contract shall be for a period of 3 years without price increases.
8. Contractors fails to respond to the notification within the specified time or the agreed to response time, University can at its own discretion asses penalties of \$250.00 per day or up to the maximum penalties assessed by CDFW for failure to perform within the specified time.

**INFORMATION AVAILABLE TO BIDDERS**

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

1. State of California, Department of Industrial Relations, Prevailing Wage Determinations for Statewide, Northern California, and Merced County may be found at [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)
  - A. No special determinations have been received from the Department of Industrial Relations for this project.
  - B. 1st publication date of the Advertisement for Bids.

**PREQUALIFICATION QUESTIONNAIRE**

As used herein, the term "entity" means the prospective Bidder submitting this Prequalification Questionnaire regardless of whether the entity is an individual company, joint venture, or partnership. Please note that the term "prospective Bidder" may sometimes be used interchangeably with the term "entity."

SUBMITTED BY:

---

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

---

(Contact Name)

---

(Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(Facsimile Number)

---

(E-mail)

Each prospective Bidder must answer all of the following questions and provide all requested information. Any prospective Bidder failing to do so will be deemed to be not responsive and not prequalified with respect to this Prequalification.

Notification of Prequalification status will be posted on the UC Merced Web Site (<http://rfp-rfq.ucmerced.edu/>).

Prospective Bidders that can affirmatively respond (i.e. answer YES) to questions 1-8, submit all required information and supporting data, obtain less than 3 points on item #8 Claims History **AND** are determined to have accurately responded to the questions will be prequalified. Only those Bidders that have been determined to be prequalified will be eligible to submit a bid for this Project.

If the prospective Bidder is determined by the University not to be prequalified, the prospective Bidder may request a review by the Facility. Any such request must be received by the Facility within 3 calendar days after receipt by the prospective Bidder of the determination. The decision resulting from such review is final and is not appealable with the University of California. Any person or entity not satisfied with the outcome of the prequalification must file a writ challenging the outcome within 10 calendar days from the date of the University's written notice regarding prequalification determination. Any assertion that the outcome of the prequalification process was improper will not be a ground for a bid protest.

All information submitted for Prequalification evaluation will be considered official information acquired in confidence, and the University will maintain its confidentiality to the extent permitted by law.

WHERE NECESSARY, COPY THE FORMS IN THIS PACKAGE. USE ONLY THESE FORMS.

**1. LICENSE(S)**

- A. Does the entity hold a (B) General Building Contractor license issued in the state of California? Is (are) the license(s) current, active, and in good standing with the California Contractor's State License Board?

License Classification: General Building Contractor

License Code(s): **B**

YES  NO

**OR**

- B. Does the entity hold a (C) license issued in the state of California? Is (are) the license(s) current, active, and in good standing with the California Contractor's State License Board?

License Classification: Mechanical, Electrical or Plumbing

License Code(s): **C-13**

YES  NO

(NOTE -The entity submitting this prequalification questionnaire must be the holder of the requisite license. If the entity submitting is a Joint Venture, the joint venture must hold the license or have applied for the license(s).

- C. If yes, provide the following information about the entity's contractor's license:

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

\_\_\_\_\_

2. License Classification(s): \_\_\_\_\_

3. License Code(s): \_\_\_\_\_

4. License Number(s): \_\_\_\_\_

5. Date(s) Issued: \_\_\_\_\_

6. Expiration Date(s): \_\_\_\_\_

- D. Can you truthfully state that the entity's contractor's license has not been suspended or revoked by the California Contractor's State License Board within the last 5 years.

YES  NO

**2. SURETY**

Is the entity able to obtain bonding for \$50,000?

YES  NO



**3. CONSTRUCTION EXPERIENCE (IN COMPARABLE PROJECTS)**

Has the entity successfully **completed** at least 2 comparable projects within the last 5 years in the state of California?

YES  NO

A. Subject to the above qualifications, a “comparable project” is defined as having all of the following:

1. A construction cost at the bid date of at least \$20,000; and
2. At least one of the following construction types:
  - a. Cattle Fence installation and/or repair
  - b. Exclusion Fencing in an Environmentally sensitive work area – New or Repair
  - c. Fence maintenance agreement for an extended period
  - d. Fence construction with metal-mesh
3. Constructed by the entity submitting this Prequalification Questionnaire. (Note: Projects completed by present employees of the Bidder for former employers are not acceptable.)

YES  NO

**4. INSURER**

Prospective Bidder shall obtain and submit the Insurance Declaration in the form shown below, signed by an authorized representative of its insurer and notarized. (If more than one insurer, submit a completed form for each insurer).

A. Is the entity able to obtain insurance in the following limits for this construction contract?

YES  NO

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and	\$2,000,000

Property Damage

<u>Workers Compensation and Employer's Liability Insurance**</u>	<u>Minimum Requirement</u>
Workers Compensation:	(as required by Federal and State of California law)
Employer's Liability:	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000

\*This insurance must 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). Further, the deductible, or retained limit, for each coverage shall not be more than \$100,000.

\*\*This insurance must 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

**COMPLETE AND SUBMIT THE FOLLOWING PROJECT DATA SHEET FOR EACH COMPARABLE PROJECT SUBMITTED AS EVIDENCE OF THE ENTITY'S EXPERIENCE. SUBMIT NOT MORE OR LESS THAN THE NUMBER PROJECT DATA SHEETS CORRESPONDING TO THE REQUIRED NUMBER OF COMPARABLE PROJECTS LISTED ABOVE. SUBMIT DATA SHEETS FOR EACH WORK CATEGORY FOR WHICH THE ENTITY IS REQUESTING PREQUALIFICATION.**

**PROJECT DATA SHEET**

*(A separate sheet(s) must be prepared for each project submitted.)*

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

Date Begun: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Project Location (including full address, if any):  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Project Description: \_\_\_\_\_

Construction Type: \_\_\_\_\_ Size (gross sq. ft.): \_\_\_\_\_

Business name of entity, which constructed this project:  
\_\_\_\_\_

Did your entity act as the General Contractor for the project?

YES  NO

Cost at Bid: \$ \_\_\_\_\_

Was construction of the project begun and completed within the last 7 years?

YES  NO

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

Project Owner Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Design Professional (e.g. the name of the Architect or Engineer of record)  
\_\_\_\_\_

What was the project's delivery method? (Lump Sum, Negotiated, T&M etc.) \_\_\_\_\_

**4. LIQUIDATED DAMAGES**

In the last five years, the entity HAS NOT been assessed liquidated damages on a construction contract with either a public or private owner? (a **yes** answer means you have **not** been assessed liquidated damages)

YES  NO

**5. DISCIPLINARY MEASURES HISTORY**

Can you truthfully state that the entity (nor any member of the entity if a joint venture or partnership) has not been disqualified or otherwise barred from doing business with a public agency (e.g., federal, state, county, city, University of California System, California State University System, school district,) within the last 10 years?

YES  NO

**6. FALSE CLAIMS HISTORY**

Can you truthfully state that the entity (nor any member of the entity if a joint venture or partnership) has not been found in a final decision of a court to have submitted a false claim to a public agency (e.g., federal, state, county, city, University of California System, California State University System,) within the last 10 years?

YES  NO

**7. TERMINATION**

Can you truthfully state that the entity (nor any member of the entity if a joint venture or partnership) HAS NOT been terminated for cause by an Owner after construction commenced within the last 5 years?

YES  NO

**8. CLAIMS HISTORY**

Each prospective Bidder will be evaluated to determine if the prospective Bidder and/or persons or entities associated with prospective Bidder have a history of having unmeritorious claims asserted by or on their behalf in litigation or arbitration and/or of having had meritorious design or construction claims asserted against them in litigation or arbitration.

In order to be evaluated, each prospective Bidder must complete the Claims History portion of this questionnaire. Based on the information provided, each prospective Bidder will be assigned a Claims History score.

One point will be assessed for each qualifying lawsuit or arbitration, commenced within 5 calendar years preceding the deadline for submission of the prequalification questionnaire, in which prospective Bidder and/or persons or entities associated with prospective Bidder, had design or construction claims asserted by or on their behalf that were resolved by trial court judgment, arbitration award or settlement calling for receipt of less than 50% of the total amount of claims asserted in the lawsuit or arbitration.

Additionally, one point will be assessed for each qualifying lawsuit or arbitration, commenced within 5 calendar years preceding the deadline for submission of the prequalification questionnaire, in which prospective Bidder and/or persons or entities associated with prospective Bidder, had design or construction claims asserted against them, that were resolved by trial court judgment, arbitration award or settlement calling for receipt of more than 50% of the total amount of claims asserted in the lawsuit or arbitration.

***Any prospective Bidder with a score of 3 or more points will presumptively be considered not prequalified because the prospective Bidder and/or persons or entities associated with prospective Bidder have been a party to 3 or more lawsuits or arbitrations in which they either asserted, or had asserted on their behalf, unmeritorious design or construction claims or they had meritorious design or construction claims asserted against them.***

The presumption may be rebutted if the University determines, after investigating any explanation offered in providing the Claims History, that the prospective Bidder and/or persons or entities associated with prospective Bidder have not been a party to 3 or more lawsuits or arbitrations in which they either asserted, or had asserted on their behalf, unmeritorious design or construction claims or they had meritorious design or construction claims asserted against them.

If the presumption is not rebutted, the prospective Bidder will be deemed to have an unacceptable Claims History, and will not be prequalified for the Project that is the subject of this prequalification process.

As used herein:

“Lawsuit” means any lawsuit commenced within 5 calendar years preceding the deadline for submission of the prequalification questionnaire

“Arbitration” means any binding arbitration commenced within 5 calendar years preceding the deadline for submission of the prequalification questionnaire

“Claim” means a claim (excluding claims solely for the enforcement of stop notices) arising from design and/or construction work and includes, without limitation, claims for extra compensation and damages (including delay, disruption and acceleration damages, but excluding claims for personal injury or death), and claims for defective design or construction work.

“Pass-Through Claim” has the meaning commonly ascribed to it in the construction industry and also includes (i) any claim that was or is asserted by a person or entity, in whole or in part, against an Owner on behalf of a different person or entity; and (ii) any claim that was or is asserted by an Owner against a person or entity, and that was subsequently reasserted, in whole or in part, against a different person or entity

“Entity” means all entities and individuals who are intended to work as a part of, for, or under the prospective Bidder on the Project that is the subject of this prequalification process and includes, without limitation, such entities or individuals who are prime Bidders, and if a joint venture, all members of the joint venture.

Whenever a person or entity is referred to, the reference includes the person or entity and all partners, affiliates, subsidiaries, heirs, executors, administrators, assigns, predecessors and successors in interest of or to the person or entity. For instance, a reference to a Bidder includes the prospective Bidder and all partners, affiliates, subsidiaries, heirs, executors, administrators, assigns, insurers, predecessor businesses and successor businesses of the Bidder.

- A. Can entity truthfully state that the entity has **not** been assigned non-prequalified status, in part or in whole, within the past five (5) years, for failure to provide requested information regarding past litigation or arbitration history?

YES  NO

- B. 1. Lawsuits And Arbitrations **By** Entity:

Can entity truthfully state that, within the past 5 years, the entity has **not** been a party to any lawsuits or arbitrations, where the total amount of Claims (including Pass-Through Claims) asserted **by or on behalf of** the entity exceeded \$50,000?

YES  NO

If no, how many? \_\_\_\_\_

For each such claim, complete a copy of Claim Data Sheet and attach it to the entity's prequalification questionnaire.

2. Lawsuits And Arbitrations **Against** Entity:

Can entity truthfully state that, within the past 5 years, the entity has **not** been a party to any lawsuits or arbitrations where the total amount of Claims (including Pass-Through Claims, and claims for indemnity or contribution) **against** the entity exceeded \$50,000?

YES  NO

If no, how many? \_\_\_\_\_

For each such claim, complete a copy of Claim Data Sheet and attach it to the entity's prequalification questionnaire.

(A separate data sheet must be prepared for each Lawsuit or Arbitration as required above. If the claims were made against the entity and were resolved for more than 50% of the highest amount sought, state why the claims should not be considered meritorious design or construction claims asserted against prospective Bidder and/or persons or entities associated with prospective Bidder:

**CLAIM DATA SHEET**

(Make Copies of this CLAIM DATA SHEET as Needed.)

Case Name and Number including Name and Location of Court or Arbitration Service:

\_\_\_\_\_

Date Arbitration or Litigation Commenced: \_\_\_\_\_

Project or Contract Number: \_\_\_\_\_

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

Project or Contract Number: \_\_\_\_\_

Project Location: \_\_\_\_\_ City) \_\_\_\_\_ (State)

Name of Owner: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Owner's Telephone Number: \_\_\_\_\_

Description of Claims: \_\_\_\_\_

Highest Amount Sought For All Claims: \$ \_\_\_\_\_ (Amount in Figures)

Amount Recovered: \$ \_\_\_\_\_ (Amount in Figures)

Date of Claim Resolution: \_\_\_\_\_

Method of Resolution (check one):

Judgment     Arbitration Award     Settlement

Other – Describe: \_\_\_\_\_

**PREQUALIFICATION DECLARATION**

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

submitting this Prequalification Questionnaire; that I am duly authorized to sign this Prequalification Questionnaire on behalf of the above named entity; and that all information set forth in this Prequalification Questionnaire and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of its submission date.

The undersigned declares under penalty of perjury that all of the prequalification information submitted with this form is true and correct and that this declaration was executed in \_\_\_\_\_ (County), \_\_\_\_\_ (State) on \_\_\_\_\_ (Date).

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

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

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

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

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

\_\_\_\_\_  
(Facsimile Number)

\_\_\_\_\_  
(E-mail - optional)



CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

**BID FORM**

FOR: CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA  
MERCED  
MERCED CALIFORNIA

October 20, 2017

BID TO: PHYSICAL OPERATIONS, PLANNING & DEVELOPMENT  
UNIVERSITY OF CALIFORNIA MERCED  
5200 N. LAKE  
MERCED, CALIFORNIA 95344  
209-228-4321

SCOPE OF WORK: \_\_\_\_\_

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

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

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

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

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

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

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work specified in the Notice to Proceed.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Bidder includes in the Lump Sum Base Bid the following allowances: NONE

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES

The quantities set forth in the Unit Prices are estimates. University does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

Section 01 22 00

Group 1 – Fence Repair – Small Tear

Estimated Quantity 1000 LF

\$   ,    ,    .

(Place figures in appropriate boxes.)

Group 1A – Fence Repair – Medium Tear

Estimated Quantity 1000 LF

\$   ,    ,    .

(Place figures in appropriate boxes.)

Group 1B – Fence Repair – Large Tear

Estimated Quantity 1000 LF

\$   ,    ,    .

(Place figures in appropriate boxes.)

Group 1C – Fence Repair – Drooping Fence Mesh

Estimated Quantity 1000 LF

\$   ,    ,    .

(Place figures in appropriate boxes.)

Group 1 – Fence Repair – Small Tear

Estimated Quantity 1000

\$   ,    ,    .

(Place figures in appropriate boxes.)

Group 2 – New or Replacement of Fence  
Estimated Quantity 15,000 LF

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Group 3 – Sediment Build-Up in Gutter(s)  
Estimated Quantity 30 LF

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Group 3A – Sediment Build-Up in or at a Gate Barrier  
Estimated Quantity 10 EA

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Group 3B – Vegetation Overgrowth  
Estimated Quantity 15,000 LF

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Group 4 – One-way Exit Funnel Obstruction or Damage  
Estimated Quantity 750 EA

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Group 4A – Burrow Damage  
Estimated Quantity 1000 EA

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

Group 4B – Wildlife Entanglement Removal  
 Estimated Quantity 100 EA

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

7.0 COMPENSABLE DELAY - NONE

8.0 ALTERNATES - NONE

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes \_\_\_\_

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

Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Subcontractor		
	Name of Business	Location of Business (City)	License No.

(Note: Add additional pages if required.)

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES - NONE

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

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

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

NAME OF PRESIDENT OF THE CORPORATION:

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

NAME OF SECRETARY OF THE CORPORATION:

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

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

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

CALIFORNIA CONTRACTORS LICENSE(S):

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

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

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

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

12.0 REQUIRED COMPLETED ATTACHMENTS

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

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

13.0 DECLARATION

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

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

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

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

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

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)



**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_,

as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA MERCED  
MERCED, CALIFORNIA  
PROJECT NO.:

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

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

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

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

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

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

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

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

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

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

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

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

Address for Notices:

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

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

**AGREEMENT**

THIS AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_ between the University,  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

whose facility is: University of California  
Merced Campus

whose address for notices is: Physical Operations, Planning & Development  
University of California  
5200 n. Lake Rd.  
Merced, California 95343

and Contractor:

whose address for notices is:

for the Project: CTS Fence Maintenance  
Project No.  
University of California Merced  
Merced, California

University's Responsible Administrator: Tibor Toth  
Assistant Vice Chancellor  
Facilities Management

University's Representative is: Francesca Cannizzo  
Campus Biologist

whose address for notices is: Physical Operations, Planning & Development  
University of California  
5200 N. Lake Rd.  
Merced, California 95343

Contract Documents for the University of California Merced  
Work Prepared by: (209)228-4321

University and Contractor hereby agree as follows:

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

**ARTICLE 2 CONTRACT DOCUMENTS** - "Contract Documents" means the Advertisement for Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement of which together form the Contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

**ARTICLE 3 CONTRACT SUM** - Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, \$, the "Contract Sum".

The Contract Sum includes the following Allowances:

The Contract Sum includes the following Alternates accepted by University

University reserves the right to accept the following Alternates within 90 days after the date of this Agreement:

Unit prices, if any, are as follows:

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work.

**ARTICLE 4 CONTRACT TIME** - Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within the specified notification within the Scope of Work.

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

**ARTICLE 5 LIQUIDATED DAMAGES** - If Contractor fails to meet Substantial Completion milestones as described in the summary of work 01 11 10 part 1, Contractor shall be assessed liquidated damages in the amount of \$1,500.00 per day for each calendar day following the specified date of Substantial Completion for that phase where the Work remains incomplete (Saturdays, Sundays, and holidays included).

**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 **\$100.00** per day for each day for which such compensation is payable.

**ARTICLE 7 DUE AUTHORIZATION** - The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

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

CONTRACTOR:

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

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

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

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

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

California Contractor's License(s):

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

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

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

Employer Identification Number

\_\_\_\_\_  
(EIN NUMBER)

UNIVERSITY:

The Regents of the University of California

Physical Operations, Planning & Development  
Merced Campus

\_\_\_\_\_  
(Facility)

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

Tibor Toth  
\_\_\_\_\_  
(Printed Name)

Assistant Vice Chancellor  
\_\_\_\_\_  
(Title)

Attach notary acknowledgment for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.

**GENERAL CONDITIONS – BRIEF FORM**

**ARTICLE 1 - GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

- .1 "Contract" shall have the meaning identified in Article 2 of the Agreement.
- .2 "Contract Documents" means all documents listed in Article 2 of the Agreement, as modified by Change Order, including but not limited to the Drawings and Specifications.
- .3 "Day," as used in the Contract Documents, shall mean calendar day, unless otherwise specifically provided.
- .4 "Project" means the Work of the Contract and all other work, labor, equipment, and materials necessary to accomplish the Project. The Project may include construction by University or by Separate Contractors.
- .5 "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 CM/Contractor.
- .6 "Separate Contractor" means a person or firm under separate contract with University performing other work related to the Project.
- .7 "Subcontractor" means a person or firm that has a contract with Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.
- .8 "University" means The Regents of the University of California.
- .9 "University's Building Official," or "Certified Building Official," means the individual the University has designated to act in the capacity as the "Building Official" as defined by the California Building Standards Code. The University's Building Official will determine whether the Work complies with Applicable Code Requirements and will determine whether and when it is appropriate to issue a Certificate of Occupancy.
- .10 "University's Representative" means the person identified as such in the Agreement.
- .11 "University's Responsible Administrator" means the person, or his or her authorized designee, who is authorized to sign the Agreement and other applicable Contract Documents on behalf of the University.
- .12 "Work" means all construction, services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

**ARTICLE 2 - UNIVERSITY**

**2.1 UNIVERSITY'S RIGHT TO STOP THE WORK**

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

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

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

**ARTICLE 3 - CONTRACTOR**

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

3.1.1 Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by University, and shall promptly report in writing to University's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements

observed by Contractor.

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

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

### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

### **3.3 LABOR AND MATERIALS**

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

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

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

### **3.5 TAXES**

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

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

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

### **3.7 APPLICABLE CODE REQUIREMENTS**

3.7.1 Contractor shall perform the Work in accordance with all applicable code requirements.

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

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

### **3.9 SUBMITTALS**

3.9.1 Contractor 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. Contractor 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. Contractor 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.

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

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

### **3.11 CUTTING, FITTING, AND PATCHING**

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

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

### **3.12 ACCESS TO WORK**

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

### **3.13 ROYALTIES AND PATENTS**

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

### **3.14 DIFFERING SITE CONDITIONS**

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

- .1 Subsurface or latent physical conditions at the site 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.

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

- .1 Contractor fully complies with Article 3.14.1; and
- .2 Contractor fully complies with Article 4 (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

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

### **3.15 INFORMATION AVAILABLE TO BIDDERS**

3.15.1 Any information provided pursuant to Information Available To Bidders is subject to the following provisions:

- .1 The information is made available for the convenience of Bidders and is not a part of the



Contract.

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

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

3.16.1 Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake or otherwise) prior to University's acceptance of the Project as fully completed except that Contractor shall not be liable for Earthquake, tidal wave, or flood, provided that the loss was not caused in whole or in part by the negligent acts or omissions of Contractor, its officers, agents or employees (including all Subcontractors and suppliers of all tiers).

### **3.17 INDEMNIFICATION BY CONTRACTOR**

3.17.1 To the maximum extent allowed by law, Contractor shall indemnify, defend and hold harmless (with counsel approved by University), University, University's consultants, University's Representative, University's Representative's consultants, their respective directors, officers, agents, and employees, and any person or entity working under any of them (hereinafter collectively "Indemnitees") from and against all claims, demands, actions, causes of action, obligations, costs, expenses, damages, interest, losses and liabilities caused, or asserted to have been caused, in whole or in part, by:

- .1 Breach of contract, negligence, or other misconduct of Contractor, its Subcontractors, their officers, agents and employees, or any person or entity under Contractor 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 Contractor, its Subcontractors, their officers, agents and employees, or any person or entity under Contractor on the Project.

3.17.2 The obligation to indemnify, defend and hold harmless shall apply irrespective of the negligence of Indemnitees; but the obligation to indemnify, defend and hold harmless shall not apply in the event of the sole negligence of Indemnitees. The obligation to indemnify, defend and hold harmless shall not be limited by any assertion or finding that the Indemnitees are liable by reason of a non-delegable duty.

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

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

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

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

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

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

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

4.2.3 Change Order Request:

- .1 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date the Contractor discovers, or reasonably should discover the circumstances

giving rise to the Change Order Request, unless additional time is allowed in writing by University's Representative for submission of the Change Order Request.

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

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, Contractor may contest the decision by filing a timely Claim under the procedures specified in Article 4.3.

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

#### **4.3 CLAIMS**

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

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

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

4.3.3 A Claim must include the following:

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

#### **4.4 ASSERTION OF CLAIMS**

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

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

4.4.3 Contractor shall submit a Claim in writing, together with all supporting data specified in Article 4.3.3, to

University's Representative as soon as possible but not later than 30 days after the date the Claim arises under Article 4.3.2. Unless otherwise directed by University, Contractor shall proceed with the Work regardless of any dispute or claim.

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

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

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

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

#### **4.6 MEDIATION**

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

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

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

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

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

4.7.4 A demand for arbitration pursuant to Article 4.6.3 shall include a copy of the Claim presented to University's Representative pursuant to Article 4.4, a copy of the decision of University's Representative pursuant to Article 4.5, if any, a copy of the University's written statement identifying the portion of the Claim that remained in dispute following the informal conference pursuant to Article 4.6.1, and a summary of the remaining portions of the Claim in dispute. The demand shall state the amount in controversy, if any, and state the remedy sought. The demand shall identify the University's Responsible Administrator as the representative of the responding party and the Office of the General Counsel as counsel for the responding party. The demand shall be filed with the AAA and shall not be deemed to have been made until all applicable fees have been paid to the AAA by the demanding party. Copies of the demand and attachments shall be sent to University's Responsible Administrator as the representative of the responding party and the University's Office of General Counsel as attorney for the responding party. The address for the Office of General Counsel is 1111 Franklin Street, Oakland, CA 94607.

4.7.5 Except as modified by this Article 4.6, arbitration shall be initiated and conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid AAA rules:

- .1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.
- .2 University's Representative and/or University's consultants, shall if required by agreement with University, upon demand by University join in and be bound by the Arbitration. University's Representative and University's consultants will have the same rights in any arbitration proceeding as are afforded by the AAA rules to Contractor and University.
- .3 Contractor's sureties shall be bound by any arbitration award and may join in any arbitration proceeding.
- .4 Except as provided in Articles 4.6.5.2. and 4.6.5.3 above, no Subcontractor or other person shall have a right or obligation to join in or be a party to any arbitration proceeding provided for in this Article 4 either directly, by joinder, by consolidation or actions, by counterclaim or crossclaim, or otherwise without the express written consent of University, Contractor, and the

- joining party.
- .5 If more than one demand for arbitration is made by a party with respect to Claims referred to University's Representative, all such Claims shall be consolidated into a single arbitration unless the parties otherwise agree in writing.
  - .6 If total Claims are less than \$50,000, AAA expedited procedures as modified by this Article 4 shall apply. If total Claims are between \$50,000 and \$100,000 they shall be heard by a single arbitrator who shall be an attorney. If total Claims are in excess of \$100,000 and are submitted to arbitration, either by agreement or by failure to elect litigation the controversy shall be heard by a panel of three arbitrators, one of which shall be an attorney.
  - .7 No arbitrator shall be appointed and no discovery may be commenced prior to the date of Final Completion unless University and Contractor otherwise agree.
  - .8 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California. The AAA shall not submit to any arbitrator any matter concerning the arbitrability of the dispute if the arbitrability is contested.
  - .9 If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 7 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to the AAA within 10 days from the date of receipt.
  - .10 Except as provided herein, the arbitration shall be conducted and enforced under California law, including the California Arbitration Act (California Code of Civil Procedure section 1280 and following). The Federal Arbitration Act shall not apply to the arbitration.

#### **ARTICLE 5 - SUBCONTRACTORS**

5.1.1 Contractor shall provide to University, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work.

#### **ARTICLE 6 – NOT USED**

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

##### **7.2 DEFINITIONS**

7.2.1 A Change Order is a Contract Document (as shown in the Exhibits) which has been signed by both University and Contractor, and states their agreement, as applicable, to the following: 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 is a Contract Document issued by the University that orders the Contractor to perform Work. A Field Order does not require the agreement of Contractor, and shall be valid with or without the signature of Contractor. A Field Order may, but need not, constitute a change in the Work and may, but need not, entitle Contractor to an adjustment of the Contract Sum or Contract Time.

##### **7.3 CHANGE ORDER PROCEDURES**

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

7.3.2 The term "Cost of Extra Work" as used in this Article 7.3 shall mean actual costs incurred or to be

incurred by Contractor and each Subcontractor regardless of tier involved, and shall be limited to the following (to the extent the Contractor demonstrates that the costs are both reasonable and actually incurred, if such costs have been incurred):

- .1 Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.
- .2 Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.
- .3 Overtime wages or salaries, specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.
- .4 Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.
- .5 Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by University's Representative. Such costs shall be charged at the lowest price available to the Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to University and Contractor shall make provisions so that they may be obtained.
- .6 Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work pursuant to Article 7.3.2.5 above.
- .7 Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by University's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current Equipment Rental Rates published by the California Department of Transportation for the area in which the work is performed. Such rental rates are found at <http://www.dot.ca.gov/hq/construc/equipmnt.html> . Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.
- .8 Additional costs of royalties and permits due to the performance of the Extra Work.
- .9 The cost for Insurance and Bonds shall not exceed 2% of items .1 through .8 above.

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

7.3.3 Cost of Extra Work shall not include any of the following: Supervision, Superintendent(s); Assistant Superintendent(s); Project Engineer(s); Project Manager(s); Scheduler(s); Estimator(s); Drafting or Detailing; Small tools (Replacement value does not exceed \$300); Office expenses including staff, materials and supplies; On-site or off-site trailer and storage rental and expenses; Site fencing; Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment; Data processing personnel and equipment; Federal, state, or local business income and franchise taxes; Overhead and Profit; or Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.2.

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

- .1 Fifteen percent (15%) of the cost of that portion of the Extra Work to be performed by the prime contractor with its own forces.
- .2 Fifteen percent (15%) of the cost of that portion of the Work to be performed by a Subcontractor with its own forces, plus 5% for the prime contractor. Total combined Contractor

and Subcontractor fee shall not exceed 20%.

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

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

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

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

- .1 Unit Prices stated in the Contract Documents.
- .2 Where Unit Prices are not applicable, a lump sum agreed upon by University and Contractor, based upon the actual costs which would have been incurred in performing the deleted portions of the Work

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

## ARTICLE 8 - CONTRACT TIME

### 8.1 COMMENCEMENT OF THE WORK

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

### 8.2 DELAY

8.2.1 Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees to bear the risk of delays to the Work that Contractor's bid for the Contract was made with full knowledge of this risk. In agreeing to bear the risk of delays to the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

### 8.3 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY

8.3.1 Subject to Article 8.3.2, the Contract Time will be extended for each day of delay for which Contractor demonstrates that all of the following 5 conditions have been met; a time extension will not be granted for any day of delay for which Contractor fails to demonstrate compliance with the 5 conditions:

- .1 Condition Number One: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying Final Completion of the Work beyond the Contract Time. A delay is critical if and only to the extent the delay pushes Final Completion of the Work to a date that is beyond the Contract Time.
- .2 Condition Number Two: Within 7 days of the date the Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay, (even if the Contractor has not been delayed when the Contractor discovers or reasonably should discover the act, error, omission or unforeseen condition giving rise to the delay) the Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2.
- .3 Condition Number Three: The delay is not caused by:
  - .1 A concealed, unforeseen or unknown condition or event except for a materially differing site condition pursuant to Article 3.14; or
  - .2 The financial inability, misconduct or default of the Contractor, a Subcontractor or supplier; or

- .3 The unavailability of materials or parts.
- .4 Condition Number Four: The delay is caused by:
  - .1 Fire; or
  - .2 Strikes, boycotts, or like obstructive actions by labor organizations; or
  - .3 Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
  - .4 A materially differing site condition pursuant to Article 3.14; or
  - .5 An error or omission in the Contract; or
  - .6 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .7 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .8 The failure of the University or the University's representative to timely perform any Contract obligation unless such failure is due to Contractor's default or misconduct.
  - .9 "Rainy weather," but only for such days of rain that are in excess of the number of days specified in the Supplementary Conditions. In order for a day to be considered a day of rainy weather for the purpose of determining whether Contractor is entitled to an adjustment in Contract Time, both of the following conditions must be met:
    - .1 the day must be a day in which, as a result of rain, no critical path work is performed by Contractor; and
    - .2 the day must be a regular work day under the Contract.
- .5 Condition Number Five: Contractor has taken all reasonable measures to avoid and minimize the delay and, notwithstanding such measures, the delay occurred.

8.3.2 If and only if a delay meets all 5 conditions prescribed in Article 8.3.1, then a time extension will be granted for each day that Final Completion of the Work is delayed beyond the Contract Time, subject to the following:

- .1 When two or more delays (each of which meet all seven conditions prescribed in Article 8.3.1) occur concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to Article 8.3.2, such concurrent critical delays shall be treated as a single delay for each such day.
- .2 Contractor shall be entitled to a time extension for a day of delay that meets all 5 requirements of Article 8.3.1 if the delay is concurrent with a delay that does not meet all seven conditions of Article 8.3.1.

8.3.3 If for any reason one or more of the 5 conditions prescribed in Article 8.3.1 is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time under Article 8.3.2.

## **8.4 COMPENSATION FOR DELAY**

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

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

- .1 To order changes in the Work, regardless of the extent and number of changes, including without limitation:
  - .1 Changes to correct errors or omissions, if any, in the Contract Documents.
  - .2 Changes resulting from the University's decision to change the scope of the Work subsequent to execution of the Contract.



- .3 Changes due to unforeseen conditions.
- .2 To suspend the Work or any part thereof.
- .3 To delay the Work, including without limitation, delays resulting from the failure of the University or the University's Representative to timely perform any Contract obligation and delays for University's convenience.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.1 COST BREAKDOWN

9.1.1 Within 10 days after receipt of the Notice of Selection as the apparent lowest responsible Bidder, and with the Agreement, Contractor shall submit to University's Representative a Cost Breakdown of the Contract Sum. The Cost Breakdown shall itemize as separate line items the cost of each Work Activity and all associated costs. Insurance and bonds shall each be listed as separate line items. The total of all line items shall equal the Contract Sum. The Cost Breakdown, when approved by the University's Representative, shall become the basis for determining the cost of Work performed for Contractor's Applications for Payment.

### 9.2 PROGRESS PAYMENT

9.2.1 University agrees to pay monthly to Contractor, subject to Article 9.4.3, an amount equal to 95% of the sum of the following:

- .1 Cost of the Work in permanent place as of the date of the Contractor's Application For Payment.
- .2 Less amounts previously paid.

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

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

### 9.3 APPLICATION FOR PAYMENT

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

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

### 9.4 CERTIFICATE FOR PAYMENT

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

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

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

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

## **9.5 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 Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following condition: Contractor 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 Work, as determined by University's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair University's ability to occupy and fully utilize the Work for its intended purpose and a Certificate of Occupancy has been issued by the University.

9.6.2 When Contractor gives notice to University's Representative that the Work is substantially complete, unless University's Representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, University's Representative will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If University's Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall complete or correct such item. Contractor shall then submit a request for another inspection by University's Representative to determine Substantial Completion. Costs for additional inspection by University's Representative shall be deducted from any monies due and payable to Contractor.

9.6.3 When University's Representative determines that the Work is substantially complete, and occupancy has been approved by the University's Building Official, the University's Representative will prepare a Certificate of Substantial Completion on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and Contractor for security, maintenance, utilities, insurance, and damage to the Work.

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

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

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

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

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

9.7.3 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 Contractor 35 days after the filing of the Notice of Completion.

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

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

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

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

## **ARTICLE 11 - INSURANCE AND BONDS**

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

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

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

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

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

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

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

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

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

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

.2 University, University's consultants, University's Representative, and University's Representative's consultants will not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.

.3 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by University, University's consultants, University's Representative, and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.6.1.

11.1.7 If insurance company refuses to use the Certificate of Insurance form as contained in the Exhibits, it must provide a Certificate of Insurance evidencing compliance with this Article including those provisions noted under DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES section of the Certificate of Insurance Exhibit by including an endorsement to its Certificate of Insurance form covering Special Provisions 1 and 2 exactly as these provisions appear on the Certificate of Insurance Exhibit. At the request of University, Contractor shall submit to University copies of the policies obtained by Contractor.

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

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

responsibilities referred to under this Article 11. Materials incorporated in the Work, as used in this Article 11.2, shall mean materials furnished while in transit to, stored at, or in permanent place at the Project site.

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

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

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum and shall be in effect on the date the Contract is signed by University.

11.3.3 Surety companies used by Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

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

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

### **12.1 UNCOVERING OF WORK**

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

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

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

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the University has neither Beneficially Occupied nor accepted as Substantially Complete); or
- .2 Are not accepted by the University.

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

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

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

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

### **13.1 TERMINATION BY CONTRACTOR**

13.1.1 Contractor shall have the right to terminate the Contract only upon University's failure to perform any material obligation under the Contract 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 Contractor stating the nature of such default(s).

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

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

- .1 Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- .2 Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- .3 A receiver is appointed to take charge of Contractor's property.
- .4 Whenever the Work is materially delayed. The work will be considered materially delayed if the percentage of work completed is more than 25% less than the percentage of Contract Time elapsed (e.g., if the contractor has completed 25% of the work, and 51% of the Contract Time has elapsed) or if Work has not been substantially completed by 125% of the Contract Time (e.g., the Contract Time is 100 days, and the contractor has failed to substantially complete the work in 125 days).
- .5 Contractor abandons the Work.

13.2.2 University will have the right to terminate the Contract for cause if Contractor fails to cure any of the following defaults within 5 days after receipt of written notice from University:

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

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

### **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 Contractor. Upon such termination, Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and University shall pay Contractor in accordance with Article 13.3.3.

13.3.2 Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations assumed by Contractor prior to the date of termination.

13.3.3 Upon such termination, University shall pay to Contractor the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor. The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by University pursuant to Article 13.3; and Contractor will be entitled to no other compensation or damages and expressly waives same.

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

For purposes of this Article 14, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

### **14.1 NONDISCRIMINATION**

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

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

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

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

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

from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. Contractor shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.

### **14.3 PAYROLL RECORDS**

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

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

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

### **14.4 APPRENTICES**

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

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



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

14.4.4 "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.

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

14.4.6 In the event Contractor willfully fails to comply with this Article 14.4, it will be considered in violation of the requirements of the Contract.

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

#### **14.5 WORK DAY**

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

#### **14.6 PATIENT HEALTH INFORMATION**

Contractor acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Contractor shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Contractor will report such actions immediately to the University Representative. Contractor will immediately take all steps necessary to stop

any such actions and will ensure that no further violations of this contractual responsibility will occur. Contractor will report to University Representative within five (5) days after Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

#### **ARTICLE 15 - MISCELLANEOUS PROVISIONS**

15.1 Governing Law. The Contract shall be governed by the law of the State of California.

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

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

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

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

15.6 Methods of Delivery for Specified Documents.

15.6.1 The following documents must be delivered in a manner specified in Article 15.6.2:

- .1 Contractor Notices of election to litigate or arbitrate;
- .2 Written demand for an informal conference to meet and confer pursuant to Article 4.5;
- .3 University's written statement identifying remaining disputes following informal conference pursuant to Article 4.6;
- .4 Written demand for non-binding mediation pursuant to Article 4.6;
- .5 Contractor claims pursuant to Article 4.3;
- .6 Contractor notices of conditions pursuant to Articles 3.14;
- .7 University's notices of Contractor'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 2.1.1;
- .9 Notices of termination or suspension pursuant to Article 13.

15.6.2 Delivery methods for documents specified in Article 15.6.1:

- .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.

15.6.3 The documents identified in Article 15.6.1 shall only be effective if delivered in the manner specified in Article 15.6.2. 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.

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

15.8 UC Fair Wage.

Contractor shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

**SUPPLEMENTARY CONDITIONS**

**1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CONTRACTOR**

**Article 3.13.2 is replaced as follows:**

3.13.2 Contractor shall, on a daily basis during performance of the Work, keep the Project site and surrounding area free from the accumulation of dirt, waste materials, and rubbish caused by Contractor. If cleanup is not performed on a daily basis, University may perform cleanup as necessary, and allocate the cost for such cleanup between those firms responsible. Contractor shall remove all dirt, waste material, and rubbish caused by Contractor, along with any tools, equipment, machinery, and surplus materials from the Project site and surrounding area at the completion of the Work. Cleanup of unclean jobsite conditions must be within 24 hours after such notice has been given to Contractor by University's Representative.

**The following article is added to Article 3 of the General Conditions:**

3.22 DAILY REPORTS

3.22.1 Contractor shall submit daily reports, on the form contained in the Exhibits, to the University's Representative not later than 2:00 p.m. each work day.

**2. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CONTRACTOR**

**Article 3.8.4 is replaced as follows:**

3.8. SUPERINTENDENT

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

**3. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 7 - CHANGES IN THE WORK**

The following article is added to Article 7 of the General Conditions:

7.7. LETTER OF INSTRUCTION

7.7.1 The University's Representative may issue Letter of Instruction (as shown in Exhibit 26) which make interpretations or clarifications of the Contract Documents that do not change the scope of Work or involve an adjustment of the Contract Sum or the Contract Time and that are consistent with the intent of the Contract Documents. Letter of Instruction shall be binding upon Contractor. Contractor shall promptly carry out the requirements of such Letter of Instruction.

**4. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 8 - CONTRACT TIME**

8.4.1.6.11 "Rainy weather", but only for such days of rain that are in excess of the number of days specified:

October – 1 day  
November – 2 days  
December -3 days  
January – 5 days  
February - 6 days  
March – 5 days  
April – 3 days  
May – September – 0 days

In order for a day to be considered a “day of rainy weather” for the purpose of determining whether Contractor is entitled to a time extension, all of the following conditions must be met:

- .3 the Contractor must have employed all reasonable rain mitigation measures to enable the work to continue on the day; and
- .4 all other conditions of Article 8 must be met.

When the total number of rainy weather days within a month does not exceed the number of days specified; the remaining days shall carry forward to the next month of the project. Remaining rain days for the calendar year shall carry forward to the next calendar year through final completion of the project.

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

Article 9.4.1 is replaced as follows:

**9.4 CERTIFICATE FOR PAYMENT**

9.4.1 If Contractor has submitted an Application For Payment in accordance with Article 9.3, University’s Representative shall, not later than 10 working days after the date of receipt of the Application For Payment, issue to University, with a copy to Contractor, a Certificate For Payment for such amount as University’s Representative determines to be properly due.

**MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 - INSURANCE AND BONDS**

Insurance required by Paragraphs 11.1.2.1 and 11.1.2.2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

	<u>Minimum Requirement</u>
11.1.2.1 Commercial Form General Liability Insurance- Limits of Liability	
Each Occurrence-Combined Single Limit for Bodily Injury and Property	\$1,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

Insurance required by Paragraphs 11.1.2.1 and 11.1.2.2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

	<u>Minimum Requirement</u>
11.1.2.2 Business Automobile Liability Insurance-Limits of Liability	
Each Accident-Combined Single Limit for Bodily Injury and Property Damage	\$2,000,000

Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

- 11.1.2.3 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY – (as required by Federal and State of California law).

**EXHIBITS TABLE OF CONTENTS**

Exhibit 1	Certificate of Insurance
Exhibit 2	Payment Bond
Exhibit 3	Performance Bond
Exhibit 4	Application for Payment
Exhibit 5A	Selection of Retention Options – NOT USED
Exhibit 5B	Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention – NOT USED
Exhibit 6	Submittal Schedule
Exhibit 7	Cost Proposal
Exhibit 8	Field Order
Exhibit 9	Change Order/Contract Amendment
Exhibit 10	Conditional Waiver and Release Upon Progress Payment
Exhibit 10A	Conditional Waiver and Release Upon Final Payment
Exhibit 11	Unconditional Waiver and Release Upon Progress Payment
Exhibit 11A	Unconditional Waiver and Release Upon Final Payment
Exhibit 12	Summary of Builder’s Risk Insurance Policy
Exhibit 13A	Report of Subcontractor Information
Exhibit 13B	Final Distribution of Contract Dollars
Exhibit 14	Self-Certification
Exhibit 15	Certificate of Substantial Completion
Exhibit 16	Guarantee/Warranty Form
Exhibit 17	Request for Information
Exhibit 18	Utility Service Interruption/Shut Down Request – NOT USED
Exhibit 19	Storm Water Discharge Permit Form – NOT USED
Exhibit 20	Automatic Sprinkler System – General Contractor’s Material & Test Certificate for Aboveground Piping – NOT USED
Exhibit 21	Automatic Sprinkler System – General Contractor’s Material & Test Certificate for Underground Piping – NOT USED
Exhibit 22	Material Substitution Proposal
Exhibit 23	Material Submittal Approval Form
Exhibit 24	Waste Management Plan – NOT USED
Exhibit 25	Waste Management Progress Report – NOT USED
Exhibit 26	Letter of Instruction
Exhibit 27	General Contractor Claim Certification
Exhibit 28	Subcontractor Claim Certification
Exhibit 29	Subcontractor Daily Report
Exhibit 30	Welding/Hot Work Permit – NOT USED
Exhibit 31	Inspection/Testing Request
Exhibit 32	Notice of Completion
Exhibit 40	LEED Documentation Sheet – NOT USED
Exhibit 41	LEED Score Card – NOT USED
Exhibit 50	Drawing List

**EXHIBIT 1 – CERTIFICATE OF INSURANCE**

DATE ISSUED:

BROKER/AGENT	<b>COMPANIES AFFORDING COVERAGE</b>	
	COMPANY A	
NAMED INSURED	COMPANY B	
	COMPANY C	
	COMPANY D	

**COVERAGES**

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (M/D/Y)	POLICY EXP. DATE (M/D/Y)		LIMITS	DEDUCTIBLE
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL FORM <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> SEVERABILITY OF INTEREST CLAUSE <input type="checkbox"/> CROSS LIABILITY CLAUSE					GENERAL AGGREGATE \$ PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO (CODE 1) <input type="checkbox"/> ALL OWNED AUTOS (CODE 2) <input type="checkbox"/> SCHEDULED AUTOS (CODE 7) <input type="checkbox"/> HIRED AUTOS (CODE 8) <input type="checkbox"/> NON-OWNED AUTOS (CODE 9) <input type="checkbox"/> OTHER					CSL \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER <input type="checkbox"/> CLAIMS MADE    OCCURRENCE					EACH OCCURRENCE \$ AGGREGATE \$	
	<b>PROFESSIONAL LIABILITY*</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE					EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY*</b>					<b>AS REQUIRED BY FEDERAL AND CALIFORNIA LAW</b>	

**SPECIAL PROVISIONS:**  
 \*Special Provision #1 and #2 below do not apply to this coverage.

- THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, REPRESENTATIVES, AND REPRESENTATIVE'S CONSULTANTS ARE INCLUDED AS ADDITIONAL INSURERS BUT ONLY IN CONNECTION WITH **CTS Fence Maintenance**
- THIS INSURANCE 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 NONCONTRIBUTORY WITH THIS INSURANCE.
- THE PROVISIONS UNDER PARAGRAPHS (1&2) OF THIS SECTION, "SPECIAL PROVISIONS", 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 THE NAMED INSURED.
- SHOULD ANY OF THE INSURANCE PROGRAMS DESCRIBED HEREIN BE MATERIALLY MODIFIED OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS (TEN [10] DAYS FOR NON-PAYMENT OF PREMIUM) WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW.

CERTIFICATE HOLDER: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA. FORWARD TO: _____ Design & Construction UNIVERSITY OF CALIFORNIA, MERCED 5200 N. Lake Rd Merced, CA 95343	THE UNDERSIGNED CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN THIS CERTIFICATE AND THAT THE SPECIAL PROVISIONS DESCRIBED HEREIN HAVE BEEN MADE A PART OF THE POLICY(IES) SHOWN ABOVE.  _____ AUTHORIZED REPRESENTATIVE
---	---



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

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

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

**CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA MERCED CAMPUS  
MERCED COUNTY, MERCED CALIFORNIA**

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 \$ \_\_\_\_\_ 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 3181, 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 3181 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, deletion, 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, deletion, 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 others.

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

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

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

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

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

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

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

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

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

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

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

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to \_\_\_\_\_ as Principal a contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

**CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA MERCED CAMPUS  
MERCED COUNTY, MERCED CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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, MERCED, UNIVERSITY OF CALIFORNIA, 5200 N. LAKE ROAD, MERCED, CA 95344 AND UNIVERSITY'S REPRESENTATIVE:

FROM CONTRACTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
FACILITY: \_\_\_\_\_ University of California, Merced \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_  
APPLICATION DATE: \_\_\_\_\_

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

NET CHANGE BY CHANGE ORDERS: \_\_\_\_\_

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

1. ORIGINAL CONTRACT SUM		\$ _____
2. NET CHANGE BY CHANGE ORDERS		\$ _____
3. CONTRACT SUM TO DATE (Line 1 ± Line 2)		\$ _____
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)	\$ _____	
5. RETENTION: 5% of Completed Work (Column H on Schedule 1)*	\$ _____	
a. Current Value of Securities Deposited in Escrow	\$ _____	
b. Current Value of Retention Deposited in Escrow	\$ _____	
c. Retention Held by University	\$ _____	
Current Retention Value (a + b + c)	\$ _____	
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5)		\$ _____
7. TOTAL AMOUNT PREVIOUSLY PAID	\$ _____	
8. CURRENT PAYMENT DUE (Line 6 less Line 7)		\$ _____
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)	\$ _____	

\*Pursuant to Article 9.2.2 of the General Conditions.

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

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

- Schedule 1 Cost Breakdown Schedule
- Schedule 2 Certification of Current Market Value of Securities in Escrow in Lieu of Retention
- Schedule 3 List of Subcontractors
- Schedule 4 Declaration of Releases of Claims

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

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

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

DECLARATION

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

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

\_\_\_\_\_, \_\_\_\_\_, State of \_\_\_\_\_

on \_\_\_\_\_, 20\_\_.

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

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

CTS FENCE MAINTENANCE  
 UNIVERSITY OF CALIFORNIA, MERCED  
 MERCED, CALIFORNIA  
 PROJECT NAME: North Bowl Parking phase 2  
 PROJECT NUMBER: 906550  
 FACILITY: University of California, Merced  
 CONTRACT DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_  
 APPLICATION NUMBER: \_\_\_\_\_  
 APPLICATION DATE: \_\_\_\_\_  
 PERIOD TO: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

SCHEDULE 1  
 TO  
APPLICATION FOR PAYMENT  
COST BREAKDOWN

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
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)
001	Bonds/Insurance						
002	Mobilization						
003	Submittals						
004	Shop Drawings						
005							
006	As-built Update						
007	Closeout Documents						
008	Punchlist						
009	Warranty						
010	Commissioning/ Start Up						

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA  
PROJECT NAME: \_\_\_\_\_

PROJECT NO.:

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

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

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

SCHEDULE 2  
TO  
APPLICATION FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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



PROJECT NAME: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
APPLICATION NUMBER: \_\_\_\_\_

SCHEDULE 3  
TO  
APPLICATION FOR PAYMENT  
LIST OF SUBCONTRACTORS

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

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

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

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

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

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

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

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

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

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

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

SCHEDULE 4  
TO  
APPLICATION FOR PAYMENT

DECLARATION OF RELEASE OF CLAIMS

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

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

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

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

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

**SUBMITTAL SCHEDULE**  
**(Refer to Section 01 33 23 Shop Drawings, Project Data and Samples)**

PROJECT NAME: CTS FENCE MAINTENANCE  
PROJECT NO.: PROJECT NO.:  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

---

PROJECT NO: \_\_\_\_\_

FACILITY: CONSTRUCTION,  
UNIVERSITY OF CALIFORNIA, MERCED CAMPUS

---

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

Contractor  
/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 en Route			
11. Delivery to Job			

**COST PROPOSAL**

Date: \_\_\_\_\_ Change Request No.: \_\_\_\_\_

Project Name: CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

Project No: \_\_\_\_\_

Facility : UNIVERSITY OF CALIFORNIA MERCED  
MERCED CALIFORNIA

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

**SCOPE OF CHANGE:**

**INSTRUCTIONS:**

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."

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

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

Refer to Article 8 of the General Conditions. \_\_\_\_\_ (Days)

Adjustment of the Contract Sum (Total Additional Cost from Cost Proposal Summary): \$ \_\_\_\_\_

Refer to Article 7 of the General Conditions.

Submitted: \_\_\_\_\_  
(Contractor)

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

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

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

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

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

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

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

## COST PROPOSAL SUMMARY

Project Name: UNIVERSITY OF CALIFORNIA MERCED  
 MERCED, CALIFORNIA  
 Project No.: 900165  
 Facility: University of California, Merced

Change Request No.: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_

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

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

**SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY**

Contractor/Subcontractor Name: \_\_\_\_\_  
 Work Activity \_\_\_\_\_  
 Facility University of California, Merced

Change Order Request No.: \_\_\_\_\_  
 Project No.: 907265

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

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

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

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

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

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

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

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

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

- NOTES:
- (1) Round-off all Costs to the nearest dollar.
  - (2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the Work activity indicated above.
  - (3) If this form is signed by a Subcontractor, it shall be reviewed and signed by Contractor certifying the accuracy of the information.

**FIELD ORDER No.: 001**

Project Name: Ranchers Rd. Resurfacing  
Project Number: 900290RR  
To CM/Contractor:  
Address:

DESCRIPTION OF CHANGE:

Date:  
PCO #:

Please provide a Cost Proposal within 7 days of receipt of this Field Order.

In accordance with the General Conditions, Article 7, Paragraph 7.3.6; As a condition to General Contractor's right to an adjustment of the Contract Sum, pursuant to Article 7.3.5.3; General Contractor must keep detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to and approved University's Representative on a daily basis.

The PTC must follow all procedures set forth and submit per Article 4 of the General Conditions.

Estimated Adjustment  
of Contract Sum: \$0

Estimated Adjustment  
of Contract Time:

By: (Signature)

(Title)

Date:

Sara Mitchell  
(University Representative)

(Signature)

Director of Construction Services  
(Title)

Date:

NOTE: 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. Field Order shall only be used for Work currently under contract; and shall not be used to modify Option Sum or Option Time.



**CHANGE ORDER**

University of California Facility: Merced Campus

Change Order No. \_\_\_\_\_

Reference Field Order No. \_\_\_\_\_

PROJECT NAME:	CTS FENCE MAINTENANCE		
PROJECT LOCATION:	UNIVERSITY OF CALIFORNIA MERCED, MERCED CALIFORNIA		
PROJECT NO:		CONTRACT DATE:	
TO CONTRACTOR:			
ADDRESS:			

**DESCRIPTION OF CHANGE:**

**ADJUSTMENT OF CONTRACT SUM:**

Original Contract Sum: \$ \_\_\_\_\_  
Prior Adjustments: \$ \_\_\_\_\_  
Contract Sum Prior to this Change: \$ \_\_\_\_\_  
Adjustment for this Change: \$ \_\_\_\_\_  
Revised Contract Sum: \$ \_\_\_\_\_

**ADJUSTMENT OF CONTRACT TIME:**

Original Contract Time: \_\_\_\_\_ (Days)  
Prior Adjustments: \_\_\_\_\_ (Days)  
Contract Time Prior to this Change: \_\_\_\_\_ (Days)  
Adjustment for this Change: \_\_\_\_\_ (Days)  
Revised Contract Time: \_\_\_\_\_ (Days)

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

**RECOMMENDED:**

By: \_\_\_\_\_  
(Signature of University's Representative)

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

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

**REVIEWED AND RECOMMENDED:**

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

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

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

**FUNDS SUFFICIENT:**

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

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

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

**APPROVED:**

UNIVERSITY: THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

\_\_\_\_\_  
(Printed or Typed Name)

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

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

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

**ACCEPTED:**

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

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

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

# CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

## Exhibit 10

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

### 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: \_\_\_\_\_

**CONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

(CA Civil Code § 8136)

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

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 PROGRESS PAYMENT

(CA Civil Code § 8134)

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

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: \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

(CA Civil Code § 8138)

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

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 any of the following:

Disputed claims for extras in the amount of \$ \_\_\_\_\_.

Signature:

Claimant's Signature: \_\_\_\_\_

Claimant's Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

EXHIBIT 13A  
 EXHIBIT  
 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	2A	2B	3	4	5	6	7		8					
Full Name of Business	Portion of the Work	Dollar Amt	Street Address City, State & ZIP	Tel No / FAX No	Contact Name	Type of Ownership	License Info**		Business categories* (Check <u>all</u> categories that apply)					
							License Classification**	License No.**	SBE*	DBE*	WBE*	DVBE*	N/A	
(GC)														
(Sub 1)														
(Sub 2)														
(Sub 3)														
						Column 6 – Type of Ownership SP = Sole Proprietorship P = Partnership C = Corporation JV = Joint Venture O = Other			Column 8 - Business Categories SBE = Small Business Enterprise DBE = Disadvantaged Business Enterprise WBE = Woman Business Enterprise DVBE = Disabled Veteran Business Enterprise					

\* Regardless of tier, a completed Self-Certification must be submitted for the General Contractor and each Subcontractor shown on this Exhibit.  
 \*\* List only those License Classification and Numbers relevant to this project.



**EXHIBIT 13B  
 EXHIBIT  
 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, State and ZIP	3 Tel No / FAX No	4 Contact Name	5 Business categories					6 Contract Dollars	
				SBE*	DBE*	WBE*	DVBE*	N/A	Amount (\$)	Percent (%)
(GC)				0	0	0	0	0		0%
(Sub 1)				0	0	0	0	0		0%
(Sub 2)				0	0	0	0	0		0%
(Sub 3)				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
				0	0	0	0	0		0%
Total Contract Amount = { <b>\$1,000.00</b> }			Column 6 - Business Categories					<b>SUBTOTALS</b>		
			SBE = Small Business Enterprise					<b>\$0</b>		
			DBE = Disadvantaged Business Enterprise					<b>\$0</b>		
			WBE = Woman Business Enterprise					<b>\$0</b>		
			DVBE = Disabled Veteran Business Enterprise					<b>\$0</b>		

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

\*\*Refer to the Report of Subcontractor Information for license and other information.

EXHIBIT 14  
**SELF-CERTIFICATION**

For the Contractor and each Subcontractor indicated on the Report of Subcontractor Information, the following must be completed.

Indicate all Business category(ies) that apply by initialing next to the applicable category(ies):

\_\_\_\_\_  
 (Initial, if applicable) **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at [www.sba.gov/size](http://www.sba.gov/size). The University may rely on written representation by the vendors regarding their status.) Annual average receipts, computed from the gross receipts for the last 3 fiscal years, do not exceed the amount listed in the MAXIMUM RECEIPTS TABLE below. The average annual receipt is computed by taking the sum of the gross receipts of the prior 3 fiscal years and dividing by 3.

MAXIMUM RECEIPTS TABLE	
Construction Services (by Contractor's License Classification):	AVERAGE ANNUAL RECEIPTS (Preceding 3 Years)
Class "A" - General Engineering	\$31,000,000
Class "B" - General Building	\$31,000,000
Class "C" - Specialty	\$13,000,000
Architectural & Engineering Services	\$4,500,000 (except landscape architectural services)
Landscape Architectural Services	\$6,500,000
Other services	For appropriate amount, see <a href="http://www.sba.gov/size">www.sba.gov/size</a>

\_\_\_\_\_  
 (Initial, if applicable) **Disadvantaged Business Enterprise (DBE)** - a business concern which 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.

\_\_\_\_\_  
 (Initial, if applicable) **Women-Owned Business Enterprise (WBE)** - a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

\_\_\_\_\_  
 (Initial, if applicable) **Disabled Veteran Business Enterprise (DVBE)** - a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.

\_\_\_\_\_  
 (Initial, if applicable) **None of the above categories apply.**

I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

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

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

a

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

By:

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

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

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

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

#### PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply personal information about themselves. Information furnished on the Self-Certification form may, in some cases, identify personal information of an individual.

- The University of California, Merced, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Outreach Program Manager at the University of California, Merced, is responsible for maintaining the requested information. The contact information for the Small Business Outreach Program Manager may be found at:  
<http://www.ucop.edu/purchserv/documents/sbdrmgr.pdf>
- The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Outreach Program Manager(s).

**EXHIBIT 15  
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: \_  
Contractor: \_\_\_\_\_  
Project Number: \_\_  
Date of Issuance: \_\_\_\_\_

The Work has been reviewed and the date of Substantial Completion is hereby established as of the date of issuance above.

A Certificate of Occupancy has been issued by the University's Building Official \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_.

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 \_\_\_\_\_ days from the date of Substantial Completion.
2. Contractor shall be responsible for all Contract requirements except items or responsibilities of University set forth in Paragraph 2 above.
3. List of items to be completed or corrected: See Attached List

**UNIVERSITY'S REPRESENTATIVE:**

\_\_\_\_\_  
(Name of Firm)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Typed or Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Typed or Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

cc: Office of Risk Management

**EXHIBIT 16  
GUARANTEE/WARRANTY FORM**

Date: \_\_\_\_\_  
Project Name CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA  
Project Location Merced County, Merced, California  
Project Number \_\_\_\_\_  
GUARANTEE FOR: \_\_\_\_\_

(Specification SECTION and Contract No.)  
(the "Contract"), between the Regents of the University of California ("University") and

\_\_\_\_\_  
(Name of Contractor)  
("Contractor") and \_\_\_\_\_  
(Name of Subcontractor)

Hereby guarantee to University that the portion of the work described as follows:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**SUBCONTRACTOR**

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Contractor License Classification, Code, and Number: \_\_\_\_\_  
Address: \_\_\_\_\_

**CONTRACTOR**

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Name of Firm \_\_\_\_\_

**Project No.:**

University of California,  
Merced

<b>Request for Information</b>			
RFI Number:	_____		
Date Created:	___ ___/	___ ___/	___ ___
Answer Required by:	___ ___/	___ ___/	___ ___
Priority:	<input type="checkbox"/> Urgent	<input type="checkbox"/> High	
	<input type="checkbox"/> Normal	<input type="checkbox"/> Low	

**Submitted By**

---

Company: \_\_\_\_\_ Subject: \_\_\_\_\_  
Contact: \_\_\_\_\_ Discipline: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Category: \_\_\_\_\_  
Email: \_\_\_\_\_ Reason: \_\_\_\_\_

---

**Question**

---

**Suggestion**

---

**Answer**

---

Received  
By: \_\_\_\_\_ Date: \_\_\_ \_\_\_/ \_\_\_ \_\_\_/ \_\_\_ \_\_\_

**EXHIBIT 22**  
**MATERIAL SUBSTITUTION PROPOSAL**

TO (NAME): \_\_\_\_\_  
 PROJECT: \_\_\_\_\_ PROJECT No.: \_\_\_\_\_

- A. We hereby submit for your consideration the following product instead of the specified item:
1. Section: \_\_\_\_\_
  2. Article Number: \_\_\_\_\_
  3. Specified Item: \_\_\_\_\_
  4. Proposed Substitution (Mfg., Type, Model, etc.): \_\_\_\_\_

- B. Complete all of the following:
1. Does this substitution offer University a cost credit (including costs for changes by other subcontractors)?  
 Yes       No      How much? \$ \_\_\_\_\_

List of Subcontractors, if any that may be affected by the substitution.	
Name	Trade

2. Does this substitution offer earlier delivery or less Contract Time?  
 Yes       No  
 How much and why? \_\_\_\_\_
3. How does this substitution affect any dimensions, layout, or details of other subcontractors as shown on the Drawings?  
 \_\_\_\_\_
4. What are the specific differences between this substitution and the specified item?  
 \_\_\_\_\_

- C. Attach the following as applicable (Check if attached):
1. Manufacturer's technical data
  2. Laboratory test or performance results
  3. Drawings & wiring diagrams of the proposed product
  4. Drawings & description of changes required by other subcontractors
  5. Samples
  6. Manufacturer's guarantee & maintenance instructions

D. Submitted by Contractor: \_\_\_\_\_

Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and Applicable Code Requirements.

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

E. University Review Decision:

For Use Only by University's Representative			
Accepted	Rejected	Revise and Resubmit	See Attached

University's  
Representative  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Exhibit 23 - Submittal Approval Page**

*By Submittal Item*

<b>Preparer Approval</b>	<b>University Approval</b>
<p>Spec Section    Sub Section    Item No.    Rev</p> <p>Description: _____</p> <p>By: _____</p> <p>Date: _____</p>	
<b>University of California, Merced Approval</b>	<b>Design Team Approval</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Approved</li> <li><input type="checkbox"/> Approved as Noted</li> <li><input type="checkbox"/> Revise &amp; Resubmit</li> <li><input type="checkbox"/> Rejected</li> </ul> <p>Review is general and only for conformance with the design concept of the project and with the information given in the contract documents, and shall not be construed as relieving the Contractor of responsibility for omissions or errors, including performance, details, dimensions, materials, configuration, etc. Review of a separate item does not indicate acceptance of an assembly which the item functions.</p> <p>By: _____</p> <p>Date: _____</p>	

**MATERIAL SUBMITTAL TRANSMITTAL / APPROVAL FORM**

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

Subcontractor: \_\_\_\_\_

Specification Section: \_\_\_\_\_ Sub-section: \_\_\_\_\_

Product: \_\_\_\_\_

Comply with Specifications: Yes No

Substitution: Yes No If Substitution, Provide Exhibit 22

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

Submitted to UCM: \_\_\_\_\_

UCM Received: \_\_\_\_ \_

Submitted to Design Team/UC Rep. \_\_\_\_

Notes: Submittal copy sent via email to:

Item No.	Specification	Description of Material/Shop Drawing	Date	Status

By completing this form the undersigned General Contractor certifies that the material and shop drawings complies with all drawings and specifications of subject contract and the General Contractor has reviewed submittal procedures specified in division 1. Checking is for general conformance with the design concept only. Reviews are subject to all contract requirements. No contract requirements are waived unless specifically noted. General Contractor is responsible for identifying all proposed material substitutions, dimensions, quantities, techniques of construction and coordination with all other trades

# Letter of Instruction

Detailed, Grouped by Each Number

---

5200 N Lake Rd Merced CA 95343	<b>CTS FENCE MAINTENANCE</b>	<b>Project #</b> Tel:	<b>University of California, Merced</b>
-----------------------------------	------------------------------	--------------------------	---

---

**Number: 001**

**Date: 5/9/2012**

---

<b>To:</b>	<b>From:</b> University of California, Merced Sara Mitchel 5200 North Lake Road Merced, CA 95343
------------	---

---

<b>Subject</b>	<b>Type</b>	<b>Reason</b>
Student Services Building		

<b>Location</b>	<b>Reference</b>	<b>Not To Exceed Cost</b>
		0

**Description**

**The following information is hereby issued as a clarification or interpretation of the Contract Documents. This is a clarification or interpretation only and not intended to change the scope of the Work, the Contract Sum, or the Contract Time.**

---

**Signature**

---

**Signed Date**

**Prolog Manager**

Printed on: 5/9/2012

PM2008UCMerced

Page 1 of 1

November 5, 2004  
Revision: 3.1/2.1/1.2  
LF/SF/BF:EX26

Exhibit 26  
Letter of Instruction

**EXHIBIT 27**

**GENERAL CONTRACTOR CLAIM CERTIFICATION**

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The Claim to which this certification is attached is made in good faith.
2. Amounts claimed for costs, expenses and damages incurred by General Contractor are accurate and complete. Supporting data for amounts incurred by General Contractor is accurate and complete. Any such supporting data, including any such new amounts, submitted after the execution of this certification, will be accurate and complete.
3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted by General Contractor on behalf of any and all subcontractors or suppliers, of all tiers, or any person or entity under General Contractor, are accurate and complete. General Contractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.
4. The amount requested accurately reflects the adjustment of the Contract Sum for which the General Contractor believes the University is liable.
5. Attached hereto is a certification that has been executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the claim to which this certification is attached.
6. I am duly authorized to certify the Claim on behalf of the General Contractor.

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

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

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

\_\_\_\_\_  
(Name of General Contractor)

**EXHIBIT 28**

**SUBCONTRACTOR CLAIM CERTIFICATION**

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.
2. Amounts claimed for costs, expenses and damages incurred by the Subcontractor are accurate and complete. Supporting data for amounts incurred by the Subcontractor is accurate and complete. Any such supporting data, including any such new amounts, submitted to Contractor after the execution of this certification, will be accurate and complete.
3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted to Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.
4. The amount requested accurately reflects the amount for which the Subcontractor believes the University is liable to Contractor.
5. I am duly authorized to certify the Claim on behalf of the Subcontractor.

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

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

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

\_\_\_\_\_  
(Name of Subcontractor)

**CONTRACTOR / SUBCONTRACTOR DAILY REPORT**

**Contractor**  
**/Subcontractor:** \_\_\_\_\_

**Daily Details**

---

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

Temperature:    A.M.        °F    P.M.        °F

Weather:        \_\_\_\_\_

**Manpower** *(List Quantity)*

---

Project Managers: \_\_\_\_\_ Other: \_\_\_\_\_

Superintendents: \_\_\_\_\_ Other: \_\_\_\_\_

Non-Working

Foremen: \_\_\_\_\_ Other: \_\_\_\_\_

Working Foremen: \_\_\_\_\_ Other: \_\_\_\_\_

Journeyman: \_\_\_\_\_ Other: \_\_\_\_\_

Apprentices: \_\_\_\_\_ Other: \_\_\_\_\_

Laborers: \_\_\_\_\_ Other: \_\_\_\_\_

**Subcontractors on Site:** \_\_\_\_\_

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

**Work Performed in Each**  
**Area:**

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

**Equipment  
Rented/Used:**

---

---

---

**Shortages/Discrepancies  
of Delivered Materials:**

---

---

---

**Delays/Problems:**

---

---

---

**Unsafe or Hazardous  
Conditions:**

---

---

---

**Questions:**

---

---

**Last Safety Meeting**

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

Topic: \_\_\_\_\_

**Number of Additional Sheets Attached:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

Printed Name:

Title:



**Requests for  
Inspections and/or Tests**

Initial Inspection No.: \_\_\_\_\_ (CM)

CTS Fence Maintenance

Project No.:  
Tel:

University of California – Merced  
Fax:

Date of Request: \_\_\_\_\_ Person Accompanying  
Inspector: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Installing Company: \_\_\_\_\_ Requested  
Time: \_\_\_\_\_ Reference # \_\_\_\_\_

**Description System / Discipline**

**Location – Items to Be Inspected**

**Quality Control**

Verified by: \_\_\_\_\_ on \_\_\_\_\_ (date).

**IOR's Observations**

**Items Passed**

**Items Failed**

Signature

Signed Date

WHEN RECORDED, MAIL TO:

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

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, the Work on the Ranchers Rd. Resurfacing Project was completed. The name of the owner is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "The Regents." The address of The Regents is University of California, Office of the President, 1111 Franklin St. 6th Floor, Oakland, California, 94607-5200. The Regents is the owner in fee simple of the real property commonly known as: Ranchers Rd Resurfacing, Merced, County of Merced, California and of all improvements and buildings thereon including the above-named Project. The name of the original Contractor is: {Insert name of original Contractor}.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

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

I, \_\_\_\_\_, say that I am the \_\_\_\_\_ of the Merced of the University of California, and as such, make this verification on behalf of The Regents, a corporation; and that I have read the above Notice of Completion and know the contents thereof and that the facts stated therein are true. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20 , at \_\_\_\_\_.

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

*(Note: See attached optional Notary Acknowledgment)*

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

*Note: California Civil Code section 9208 provides that a Notice of Completion in the form required by Civil Code secs. 8100-8118, 8182 "shall be accepted by the recorder for recording and is deemed duly recorded without acknowledgment." Nevertheless, clerks in the county recorder's office may be unused to accepting any document without an acknowledgment, so it may be easier to have the document acknowledged, even though unnecessary.*

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, my hand and official seal.

\_\_\_\_\_  
Signature

My Commission expires: \_\_\_\_\_

Project No.:



Specifications  
for  
California Tiger Salamander Fence  
Maintenance (CTS)  
Volume 0 of 1

University of California  
Merced Campus  
Merced County  
Merced, California

**SECTION 01 11 00  
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

- A. CTS fence maintenance and vegetation removal services include, but are not limited to: Campus Biologist shall inspect the exclusion fence weekly. The inspection results will identify any non-compliance issues. Notification following the weekly inspection will be made via email to the contractor. Contractor shall respond within 24hrs of the notice to schedule onsite repairs. Special-status wildlife encountered during monitoring and maintenance activities shall be brought to the attention of the Biologist. Contractor shall have no contact with the wildlife.
- B. See Section 01 11 05 Maintenance / Repair Scope of Work for complete outline and description of the Work.
- C. A prequalification statement is included and shall be submitted with bid form. Qualifications will be reviewed along with lowest responsible bidders to determine award.

1.2 PROJECT PHASING

- A. Work Phases: Contractor shall provide construction work in a single phase but shall perform Work as designated through the reports and notifications from the Campus Biologist as specified within Section 01 11 05 Maintenance / Repair Scope of Work.
- B. Construction Documents: The Construction Documents are the attachments, Exhibits and specifications.

1.3 Scheduling

- A. Contractor shall comply with the notification durations and start of Work as outlined in Section 01 11 05.
- B. Contractors fails to respond to the notification within the specified time or the agreed to response time, University can at its own discretion assess penalties of \$250.00 per day or up to the maximum penalties assessed by CDFW for failure to perform within the specified time.

1.4 FINAL COMPLETION

- A. Final Completion shall be applicable to the entire work as required by Article 4 of the Contract Agreement.
- B. PRODUCTS (NOT USED)

PART 2 - EXECUTION (NOT USED)

END OF SECTION 01 11 00

01 11 05

## Maintenance / Repair Scope of Work

### **1. General Information**

University of California Merced (UCM) invites your firm to submit a proposal for California Tiger Salamander Exclusion Fence (CTS) maintenance and vegetation removal services at various locations along the existing CTS fence. UCM has assumed long term maintenance of the fence to maintain compliance with Incidental Take Permit (No. 2081-2009-010-04) Condition 7.5. Proper and regular fence maintenance is needed to reduce the chance of intake of CTS within the Campus construction area. Accidents, vandalism, and acts of nature are likely to occur, leading to the fence being damaged or breached, including vegetation along the fence may overgrow and inhibit one-way exits or allow amphibians to climb over the fence. To meet these requirements, sites are adaptively managed therefore the number and dates of maintenance actions may be adjusted based on site and weather conditions.

#### **1.1. Description of Actions**

CTS fence maintenance and vegetation removal services include, but are not limited to: Campus Biologist shall inspect the exclusion fence weekly. The inspection results will identify any non-compliance issues. Notification following the weekly inspection will be made via email to the contractor. Contractor shall respond within 24hrs of the notice to schedule onsite repairs. Special-status wildlife encountered during monitoring and maintenance activities shall be brought to the attention of the Biologist. Contractor shall have no contact with the wildlife.

#### **1.2 Contractor Qualifications & Experience**

##### 1.2.1 Contractor Licensing

A valid C13 Contractor License, in good standing to conduct business in California, is required by the bidder for all work identified.

##### 1.2.2 Contractor or Firm Experience

Any bidder shall have the experience, knowledge, and skill to install, maintain, manage, and monitor the work in an environmentally sensitive area. All work called for in the proposal shall be within a public agency, requiring compliance with DIR and Public Works wage determinations. A Prequalification Questionnaire shall be complete and submitted with bid proposal for review approval in order to submit a bid. Prequalification Questionnaire is included and must be used.

### **2. Scope of Work**

The following is a summary of services requested,

#### 2.1 Inspection

The exclusion fence is inspected weekly by the Campus Biologist and/or by another qualified biologist. The Biologist will identify any non-compliance issues, such as, but not limited to: rips, tears, holes, drooping mesh, vegetation overgrowth, and unburied fence, rodent burrows underneath fence, one-way exit obstruction and wildlife entanglement.

**01 11 05**

## **Maintenance / Repair Scope of Work**

### 2.2 Notification

After each weekly inspection, the Campus Biologist will notify the contractor of any needed repairs/maintenance via email, with an attached map documenting repair/maintenance locations. The contractor shall maintain/repair the fence within 5-7 working days after being notified, via email, of noncompliance issues. The contractor will notify the Campus Biologist of site visits 24 hours prior to commencing maintenance/repair activities. Campus Biologist or approve designee must be on site for all maintenance activity.

If Contractors fails to respond to the notification within the specified time or the agreed to response time, University can at its own discretion asses penalties of \$250.00 per day or up to the maximum penalties assessed by CDFW for failure to perform within the specified time.

The University is under construction along the easterly side of the CTS fence and if the contractor needs to complete maintenance/repairs on the construction side (east) of the fence, the contractor will be required to wear appropriate PPE (hard hat, reflective vest, hard sole shoes, safety glasses, and gloves).

All personnel conducting maintenance/repair activities must attend a 30-minute environmental education program, conducted by the Campus Biologist, prior to performing any work.

### 2.3 Maintenance/Repairs

#### A. Metal-Mesh Exclusion Fence

To repair the metal-mesh exclusion fence, the contractor will use tie-wire or other comparable products to secure and attach the hardware cloth to the guide-wire per the product specifications. Holes and/or tears in the exclusion material will be repaired using a patch of hardware cloth cut to size and secured with tie-wire in a manner that prevents sections of the patch from opening and exposing the damaged portion of exclusion fence. If the exclusion material height/depth is compromised, the contractor will excavate the existing trench to expose the compromised section and re-attach the hardware cloth at the required depth. The unburied and exposed fence will be reattached to the guide-wire and associated fence posts using tie-wire or other applicable products.

The trench will be backfilled in with soil dug out from the original trench and/or additional material from on-site sources. The additional material will be "clean-fill" and be free of large dirt-clods and excess amounts of debris and vegetation material. The backfilled trench will then be compacted utilizing a hand-tamper, gas powered hand tool or other comparable tools. Unfastened sections of fence will be repaired using tie-wire or other comparable products to attach the exclusion fence material to the fence posts and guide-wire. The fence integrity may be comprised and sections of fence may require an additional layer of wire mesh or a completely new section of fence. All broken fencing material and hardware will be removed and reused, recycled or discarded.

#### B. Sedimentation Management

Proper above-ground and below-ground levels of the hardware cloth are essential to prevent CTS from climbing over the fence into the construction areas and to prevent wildlife from burrowing underneath the fence. Sedimentation shall not be allowed to build up in a manner that would compromise the integrity and permeability of the exclusion fence material, exit funnels and gate barriers. Excess sedimentation shall be removed from all exit funnels, gate barriers and exclusion fence material utilizing hand-tools such as a shovel and/or by hand in areas where access is limited (e.g., exit funnel, gate barrier) and/or removal will cause damage to the exclusion material. Gas powered tools are acceptable. The removed excess sedimentation shall be relocated in a manner



**01 11 05**

**Maintenance / Repair Scope of Work**

to prevent further sedimentation and in accordance with all applicable permit and/or agency conditions.

C. Trash, Debris & All Other Refuse

Debris and refuse materials will be retained, collected and discarded properly offsite. Small objects such as “micro-trash” (small non-biodegradable objects) and food debris within the construction area zone and adjacent lands create conditions that attract and possibly harm wildlife. Trash will be collected and discarded in animal-proof containers to prevent injuries due to accidental ingestion by livestock and/or wildlife and removed from the site. Contractor will collect trash during each day of work being performed continually.

D. Vegetation and Weed Management

Periodic vegetation and debris removal will be required to maintain the integrity of exclusion fence and gate barriers, permeability of exit funnels, site compliance and reduce injury and take of listed species. Vegetation that is against the fence will be removed using hand tools such as a string trimmer. To prevent damage to the exclusion fence, a sheet of plywood shall be placed against the portion of exclusion fence material where the vegetation overgrowth is being removed. Proper tension on all fence wires is essential for structural integrity of the exclusion fence. Trees and shrubs near the fence will be trimmed and maintained to prevent fallen limbs from causing damage to the fence. Potentially damaging tree or shrub overgrowth shall be removed utilizing hand tools (e.g., loppers, hand saw) and/or a gas-powered saw, conditions permitting.

E. Gutters

The gutters which serve as barriers at the road gates will require regular maintenance to remove gravel and other materials to keep them operational.

2.4 Materials

The following materials may be needed to implement the maintenance activities described above:

- Shovel (spade, flat and trench)
- Pickax or mattock
- Hand-tamper
- Hand tools (e.g., hammer, screwdriver, pocket/razor knife, etc.)
- Gas-powered string trimmer
- Gas-powered saw
- Loppers
- Additional hardware cloth with 0.4 inch mesh
- Additional exclusion fencing structural material (e.g., metal tie-wire, hog-clips, etc.)
- Additional “clean-fill” material from on-site sources
- Associated vegetation removal materials (e.g., string-trimmer string, fuel, etc.)
- Spill kit
- 0.5-inch thick plywood, measuring 8 feet long and 2 feet tall.
- Animal-proof trash receptacle
- Metal snips
- Heavy duty pliers
- Tape measure

**01 11 05**

**Maintenance / Repair Scope of Work**

- All applicable Personal Protective Equipment (e.g., gloves, work boots, safety goggles, etc.)
- Camera
- Field journal and writing utensils

**2.5 Special-Status Wildlife**

Any special-status wildlife species encountered during monitoring and maintenance activities shall be allowed to exit the site on their own, via safe routes. Campus staff (other than the Campus biologist, once approved by the agencies to handle CTS) shall not attempt to capture or handle any wildlife. Improper handling can result in injuries to both workers and wildlife. If any live or dead CTS are discovered, the fence monitor will cease all maintenance and repair activities and immediately contact the Campus biologist and/or an agency-approved designated biologist and wait for their arrival. Upon the arrival of the Campus biologist and/or agency-approved designated biologist, the fence monitor will report their observations. The Campus biologist and/or agency-approved designated biologist will then either ensure that the CTS can vacate the area upon its own volition or be relocated in accordance with the agency-approved CTS relocation plan.

**2.6 Safety and Hazardous Materials**

In the event of a safety or hazard issue the Contractor field crew must be able to communicate with the Contractor's project manager, University of California Merced Biologist (209)201-8349, Campus Police (209) 228-4400 and/or other personal while conducting work under the contract. The Contractor is also responsible for the following:

A. Fuels – At no time will fuel cans/containers (glass bottles and jugs are prohibited) be placed within 100 feet of the canal or ponding/lake area of water. Reasonable precautions shall be taken to prevent spills of petro-chemical fuels and at no time will fuels/oils be used to place within 100 feet of a waterway (i.e. canal, pond or lake). In the event of a hazardous material spill, the Contractor will immediately notify the University Biologist. Contractor shall comply with all regulatory requirements when executing the work within this scope. Contractor shall maintain a certified Spill Kit at all times.

B. Fire Safety – During periods of very high and extreme fire danger, specific equipment and fire precautionary measures shall apply. Each internal combustion engine (including but not limited to trucks and tractors shall always be equipped with an operational and maintained fire extinguisher for oil and grease fires (Class 4-B, C, or larger). There will always be enough appropriate sized shovels that 46 inches in length (or greater) and 2.5 pound axe (or larger) that are 28 inches in length (or greater) to equip each employee present.

C. All equipment and internal combustion engines shall be equipped with spark arrestors as approved and according to CPRC. Spark arrestors shall be a model that has been tested and approved under Forest Service Standard 5100-1a (April 1970) and shall be maintained in good operating condition. Motor vehicles equipped with a maintained muffler as defined by CPRC or tractors with exhaust-operated turbochargers are excluded for the spark arrestor requirement.

D. One fire extinguisher meeting specifications of CPRC and a size 0 shovel that is 46 inches in length shall be kept with each operating power saw.

E. Smoking by all employees is prohibited within the work area.

F. Fire Department must be notified immediately if initial control actions fail to extinguish a fire. University of California Merced shall be notified immediately after the fire department is notified.

**01 11 05**  
**Maintenance / Repair Scope of Work**

**3. Site Specific Maintenance Actions – UNIT PRICING**

The area is located within the boundary of University of California Merced. Anticipated maintenance actions include but are not limited to:

Group 1

- Fence tear >0 to 5ft – considered a small tear
- Fence tear >5 to 15ft – considered a medium tear
- Fence tear >15ft – considered a large tear
- Drooping fence mesh

Group 2

- New/Replacement of fence

Group 3

- Sediment build-up in gutter ( site has 2 gutter approximately 15 feet long)
- Sediment build-up in/at gate barrier
- Vegetation overgrowth – entire length of fence

Group 4

- One-way exit funnel obstruction or damage
- Burrow damage
- Wildlife entanglement removal

University's Representative will make every effort to make notification to the Contractor for more than one Group in an effort to provide enough work for a full work day to best use the Contractors time and provide the best value for the University. University may negotiate with the Contractor to establish a "full work day" and provide the best value for both Contractor and University.

**4. Organization of Proposal**

4.1 Written Proposal

To be considered responsive to this RFP, or portions thereof, the bidders must demonstrate, to the satisfaction of UCM. They and any entity or subcontractor identified in the proposal possesses the experience and licenses required to perform the work as specified in Section 1.2 above.

UCM reserves the right to reject any and all bids, and to independently verify all of the bidders' submittals, and if necessary, require additional information. Failure to provide the information required in this proposal may render the proposal non-responsive and may result in its rejection.

The proposal shall contain the following information in the sequence noted:

4.1.1 Detailed project Approach (1 Page Max for Each Group)

Describe your firms' proposed approach to the Scope of Work tasks including proposed equipment, as they relate to each site, for each of the Groups to be bid.

**01 11 05**  
**Maintenance / Repair Scope of Work**

4.1.2 Prequalification Questionnaire

Fully complete the Prequalification Questionnaire and provide the supporting documentation for related experience, Staff qualifications, and insurance coverage.

Figure 1. Fence Location



See Photos for additional information.

SW

W

NW

210

240

270

300

330

LAT: 37.368618 LON: -120.416199 ±16.4ft



**Group 4B**  
**Wildlife Entanglement**

Dead bat

UC Merced - CTS  
Exclusion Fence

18 Oct 2016 11:09



**Group 4A**  
**Burrow Damage**

W  
270

NW  
300

330

N  
0

LAT: 37.369740 LON: -120.414726 ±16.4ft



**Group 4A**  
**Burrow Damage**

~~Repair F~~

UC Merced - CTS  
Exclusion Fence  
18 Oct 2016, 10:56

SE

S

SW

120

150

180

210

240

LAT: 37.366806 LON: -120.416618 ±16.4ft



**Group 4**  
**One-Way Exit Funnel**

Repair S

UC Merced - CTS  
Exclusion Fence  
18 Oct 2016, 11:47





**Group 3**  
**Gutter**

UTC: 2017.03.30T21:06:06Z  
Lat, Lon: 37.371122, -120.413209  
Alt: 38m MSL WGS84  
CEP: 11m

Azimuth and Bearing  
204° S24W



-39.1°



\$

SW

**Group 1B**  
Large Tear  
**Group 3B**  
Vegetation Overgrowth



**Group 1A**  
Medium Tear



**LAT: 37.368382 LON: -120.416550 ±16.4ft**



**Group 1  
Small Tear**

Repair 1

UC Merced - CTS  
Exclusion Fence  
18 Oct 2016, 11:19

**SECTION 01 21 00 – NOT USED  
ALLOWANCES**

PART 1 – GENERAL

1.1 ALLOWANCES REQUIREMENTS

- A. Included in the Contract Sum are all Allowances stated below. Items covered by Allowances shall be supplied for such amounts and by such persons or firms as University's Representative may direct.
- B. The following shall apply, unless otherwise provided in the Contract Documents:
  - 1. Allowances shall cover the cost to General Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
  - 2. General Contractor's costs required for storage on and off the Project site, security, loading and unloading, handling at the Project site, labor, installation costs, overhead, profit, and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances.
  - 3. Unless otherwise provided herein, whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted by Change Order based on (1) the difference between actual costs and the Allowances and (2) changes in General Contractor's costs.
  - 4. At any time during the course of the Contract, the University's Representative may elect to delete any or all allowances via Change Order for full amount listed below.

1.2 DESCRIPTION OF ALLOWANCES - NONE

- 1. Allowance No. 1

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 21 00

**SECTION 01 22 00  
 UNIT PRICES**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Unit Price quotations shall be inserted in the appropriate spaces in the Bid Form for each Unit Price item of Work described herein.
- B. Unit Prices stated in the Agreement shall be used to compute adjustments of the Contract Sum for approved Unit Price items of Work. Such adjustments shall be made by Change Order (Exhibit 12).
- C. Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the Unit Price Work with adjacent Work; and shall include all overhead and profit. General Contractor shall accept compensation computed in accordance with the Unit Prices for work installed in place as full compensation for furnishing such Work.
- D. Compensation will be paid for those items of Work described in below, Unit Prices.

**1.2 SPECIFIED WORK**

- A. Applicable Sections of the Specifications describe the materials and methods required under the various Unit Price items of Work.
- B. Section 01 11 05 identifies Groups 1 – 4 for unit pricing. Each Group shall be completely filled out. Failure to complete the Group or leave a Group blank will be consider nonresponsive and the submission withdrawn.
- C. All Work identified in Section 01 11 05 shall be in one of the Groupings as be included in the Work.

**1.3 UNIT PRICES**

- A. List of Unit Price Items and Descriptions – SEE SECTION 01 11 05 FOR COMPLETE GROUP LISTING

<b>Unit Price No.</b>	<b>Description</b>	<b>Est Quantity</b>	<b>Unit Cost</b>
Group 1	Fence Tear >0 to 5 lf – Considered a small tear	1,000 LF	
1A	Fence Tear >5 lf to 15 lf – considered a large tear	1,000 LF	

1B	Fence tear >15 lf – Considered a large tear	1,000 LF	
1C	Drooping fence mesh	1,000 LF	
Group 2	New or Replacement of CTS Fence	15,000 LF	
Group 3	Removal of sediment build-up in gutter (2 gutters approx.. 15 lf.	30 lf	
3A	Sediment build-up in or at a gate barrier	10 ea	
3B	Vegetation overgrowth – entire length of fence	15,000 lf	
Group 4	One-way exist funnel obstruction or damage	750 ea	
4A	Burrow damage	1,000 ea	
4B	Wildlife entanglement removal	100 ea	

1.4 ADVANCED COORDINATION

- A. University’s Representative will make every effort to make notification to the Contractor for more than one Group in an effort to provide enough work for a full work day to best use the Contractors time and provide the best value for the University.
- B. Immediately notify University's Representative when conditions require the use of Unit Price items of Work.
- C. The applicability of, measurement methods for, documentation of, and the final adjustment of the Contract Sum for Unit Price items of Work shall be determined by the University's Representative.
- D. After performing Unit Price items of Work as directed by University's Representative, General Contractor shall take necessary measurements in the presence of University's Representative and shall submit calculations of quantities to University's Representative for approval. General Contractor shall notify University's Representative 1 day in advance of taking measurements.

The Unit of measure to achieve the optimum cement percentage shall be negotiated based on the actual cost and quantity of the materials used. Requirements of Article 4 and 7 of the General Conditions apply when requesting additional compensation.

- D. Section 01 11 05 provides scope of work and unit pricing and will be the basis of Work performed and total compensation.

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

PART 2 - PRODUCTS

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 22 00



**SECTION 01 23 00  
ALTERNATES**

**PART 1 - GENERAL**

**1.1 ALTERNATES REQUIREMENTS**

- A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement.
- B. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.
- C. Except as otherwise specifically provided by University, the Work described in Alternates shall be completed with no increase in Contract Time.
- D. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2-33 of the Specifications for technical descriptions of the Alternates.
- E. Coordinate related Work and modify surrounding Work as required to properly and completely integrate the Alternates into the Work.
- F. The General Contractor shall quote prices for the Alternates listed below in the space provided therefore on the Bid Form. The General Contractor shall be responsible for determining exact quantities of materials involved with the Alternates. Work for the Alternates shall be in strict accordance with the Specifications and Drawings.

**1.2 BIDS REQUIRED**

Base Bid: The Base Bid consists of all items indicated and/or specified in the Drawings, Specifications and/or Bid Form. The costs for Additive Alternates will be added to the Base Bid, and the costs for Deductive Alternates will be subtracted from the Base Bid.

**1.3 DESCRIPTION OF ALTERNATES**

- A. NONE

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

END OF SECTION 01 23 00

ADDENDUM 1

**SECTION 01 25 00**  
**PRODUCT OPTIONS AND SUBSTITUTIONS**

PART 1 - GENERAL

- 1.1 GENERAL PROVISIONS REGARDING SPECIFICATION OF PRODUCTS, MATERIAL OR EQUIPMENT BY BRAND OR TRADE NAME.
- A. Products, material or equipment specified by both brand or trade name and model number are approved for use, provided the Contractor complies with all Contract requirements. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment can be used without modification, to meet the requirements of the plans and specifications; Contractor shall, at its sole cost, modify such products, material, or equipment so that they comply with all requirements of the plans and specifications.
  - B. The first-named product, material or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first-named one may require modifications of that design. If Contractor uses any product, material or equipment other than the first-named one, Contractor shall, at its sole cost:
    - 1. Make all revisions and modifications to the design and construction of the Work necessitated by the use the product, material or equipment.
    - 2. Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of the Work, the work of Separate Contractors, or any other property or operations of the University.
  - C. When a product, material or equipment specified by brand or trade name is followed by the words "or equal," a substitution may be permitted if the substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and if the substitution complies with all other requirements of the plans and specifications.
  - D. A product, material or equipment specified by brand or trade name followed by the words "or equal, no known equal," signifies that University does not have sufficient knowledge to specify a product, material or equipment, other than the one specified by brand or trade name, that is suitable for use on the Project. The use of the words "no known equal" is not intended to discourage substitution requests in accordance with the requirements specified herein.
  - E. When catalog numbers and specific brands or trade names not followed by the designation "or equal" are used in conjunction with a product, material or equipment required by the specifications, substitutions will not be allowed and the named product, material or equipment must be used.
  - F. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment is available; Contractor should confirm, prior to submitting its Bid, the availability of any product, material or equipment specified by brand or trade name and model number.

- G. **COMPLETE AND ACCEPTABLE SUBSTITUTION** SUBMITTALS SHALL BE DELIVERED TO THE UNIVERSITY'S REPRESENTATIVE NO LATER THAN 35 DAYS FROM THE NOTICE TO PROCEED. SUBMITTALS MAY BE REQUIRED SOONER THAN 35 DAYS IF THE NOTICE TO PROCEED WAS DELAYED BY THE CONTRACTOR OR IF REQUIRED BY EARLY ACTIVITIES INDICATED ON THE PRELIMINARY MASTER PROJECT SCHEDULE.

1.2 **SPECIAL REQUIREMENTS FOR PRODUCTS, MATERIAL OR EQUIPMENT, OTHER THAN THE FIRST-NAMED PRODUCT, MATERIAL OR EQUIPMENT, SPECIFIED BY BOTH BRAND OR TRADE NAME AND MODEL NUMBER.**

- A. In addition to complying with all other submittal requirements of the Contract, submit within 5 days after the date of commencement specified in the Notice to Proceed, for review and approval by the University's Representative, Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriate licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment. If no revisions or modifications are necessary, submit within 5 days after the date of commencement specified in the Notice to Proceed, a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. Contractor shall utilize the first-named product, material or equipment if Contractor fails to make the appropriate required submittal pursuant to this paragraph within the 5-day period.
- B. A product, material or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number may be used if no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. If such revisions or modifications are necessary, the product, material or equipment may be used only if the revisions or modifications are approved in writing by the University's Representative. Contractor has the burden of demonstrating, through the procedures specified herein, that any such revisions or modifications will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility or appearance of the Project or any portion of the Project.

1.3 **SPECIAL REQUIREMENTS FOR SUBSTITUTIONS.**

- A. In addition to complying with all other submittal requirements of the Contract, submit written data demonstrating that the proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and otherwise complies with all requirements of the plans and specifications, including:
1. Complete technical data including drawings, performance specifications, samples, and test reports of the article proposed for substitution.
  2. Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and Applicable Code Requirements.
  3. List of Subcontractors, if any, that may be affected by the substitution.

4. Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriately licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the substitution. If no revisions or modifications are necessary, submit a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment.
- B. At the request of and within the timeframes specified by the University's Representative:
1. Submit samples as deemed necessary by the University's Representative to evaluate the proposed substitution.
  2. Submit proposed substitution to tests deemed necessary by the University's Representative to evaluate the proposed substitution. Such tests shall be made by an independent Testing Laboratory and at the sole expense of Contractor, after review and approval of the test procedures by University's Representative. If re-testing is deemed necessary by the University's Representative to evaluate the proposed substitution, such re-testing shall be made by an independent Testing Laboratory at the sole expense of the General Contractor.
  3. Provide any additional information deemed necessary by the University's Representative to evaluate the proposed substitution.
- C. If University's Representative, in reviewing a proposed substitution, requires revisions or corrections to be made to previously accepted shop drawings and supplemental supporting data to be resubmitted, Contractor shall do so within the time period specified by the University's Representative. A proposed substitution may be rejected if Contractor fails to submit such revisions, corrections, or supplemental supporting data within the specified time period.
- D. Except for products, material or equipment designated in the Bidding Documents for evaluation of substitutions prior to award, requests for substitution, including the data required by Paragraph 1.3.A, must be submitted to the University's Representative not later than 35 days after the date of commencement specified in the Notice to Proceed. No requests for substitutions of products, material or equipment subject to the 35-day deadline shall be considered unless the request and supporting data is submitted on or before the deadline, except those deemed, in University's Representative's sole opinion, to be necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.
- E. If a product, material or equipment is designated in the Bidding Documents for evaluation of substitutions prior to award, then a request for substitution of the product, material or equipment, including the data required by Paragraph 1.3.A, must be submitted by the deadline specified in the Bidding Documents. Because of time constraints, only one submittal will be allowed for each such substitution request. Requests for substitutions of products, material or equipment designated for evaluation prior to award may not be made after the deadline specified in the Bidding Documents, and such requests be shall not be considered unless the request and supporting data is submitted on or before the deadline specified in the Bidding Documents. Notwithstanding the forgoing, the University may consider, after award of the Contract, requests for substitution of a product, material or equipment designated for evaluation prior to award

where, in University's Representative's sole opinion, a substitution is necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.

- F. In reviewing the supporting data submitted for substitutions, University's Representative will use, for purposes of comparison, all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications. If more than 2 submissions of supporting data are required, the cost of reviewing the additional supporting data shall be at Contractor's expense.
- G. Contractor has the burden of demonstrating, through the procedures specified herein, that its proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and complies with all other requirements of the plans and specifications. If revisions or modifications to the design or construction of the work are necessitated by the use of the substitution, Contractor also has the burden of demonstrating, through the procedures specified herein, that the use of the substitution will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project.
- H. The University's Representative may refuse to approve any requested substitution where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the proposed substitution is equal to, or superior to, the first-named product, material or equipment, in quality, utility and appearance and that the proposed substitution complies with all other requirements of the plans and specifications.
- I. University's Representative may reject any substitution not proposed in the manner and within the time limits prescribed herein.
- J. Substitutions are not allowed unless approved in writing by the University's Representative. Any such approval shall not relieve Contractor from the requirements of the Contract Documents.
- K. The 35-day and 5-day submittal periods do not excuse Contractor from completing the Work within the Contract Time or excuse Contractor from paying liquidated damages if Final Completion is delayed.
- L. If revisions or modifications to the design or construction of the Work are necessitated by the use of a substitution, the substitution may be used only if the revisions and modifications are approved in writing by the University's Representative. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility and appearance of the Project or any portion of the Project.
- M. If a substitution request is finally rejected by the University Representative, Contractor shall furnish and install:

1. the first-named product, material, or equipment; or
2. a product, material, or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number, provided Contractor complies with the submittal requirements (including deadlines) of subsection 1.2 above.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 25 00

**SECTION 01 26 13  
REQUESTS FOR INFORMATION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This section contains the procedures to be followed by the Contractor for submitting requests for clarification or additional information.

**1.2 PROCEDURES**

A. Notification by the Contractor:

1. Submit all requests for clarification and/or additional information in writing to the University's Representative using the Request for Information (RFI) form (Exhibit 32).
2. RFI's not completely and correctly filled out by the Contractor will not be answered. Impacts to the Project arising from the Contractor's failure to properly submit RFI's are the Contractor's sole responsibility.
3. Number RFI's sequentially. Submit a new RFI for each new question. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI shall be '001.' The second RFI shall be '002.' The first resubmittal of RFI 002 shall be '002-001.'

- B. Limit each RFI to one subject and one subject only. RFI's addressing more than one subject will not be answered.

C. Submit RFI's if one of the following conditions occur:

1. Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
2. Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.
3. Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

D. Non Compliant RFI's

1. RFI's will not be recognized or accepted if, in the opinion of the University's Representative, one of the following conditions exist:
  - a. The Contractor submits the RFI as a request for substitution.
  - b. The Contractor submits the RFI as a submittal.
  - c. The Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Documents.
  - d. The Contractor submits the RFI in manner that suggest that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
  - e. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work or related trades.
2. If over 10% of the RFI's received from the Contractor are found to fall into these categories, the Contractor will be back charged the cost to the University of the additional

effort required to respond to these inappropriate questions. Such back charges may include expenses incurred by the University's Design Professional as determined by the University's Representative. Said back charges will be deducted from the Contract Sum.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 Requests for Information

- A. Contractor shall ask for any clarification or request for information immediately upon discovery. Contractor shall submit RFI's in a reasonable time frame so as not to affect the project schedule while allowing the full response time described below. RFI's shall include:
  - 1. Specification Section or Drawing Number and Detail impacted.
  - 2. Address impacts to schedule and cost.
  - 3. Suggest possible solutions to fit field conditions, if appropriate.
  
- B. Response Time:
  - 1. The University's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to the Contractor within a reasonable time frame. In most cases, RFI's will receive a response within 14 days. In some cases, this time frame may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing between the University's Representative and the Contractor.
  - 2. Should the Contractor proceed with the Work affected before receipt of a response from the University's Representative, any portion of the Work which is not done in accordance with the University's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and the General Contractor shall be responsible for all resultant losses.
  
- C. Failure to Agree: In the event of failure to agree as to the scope of the Contract requirements, the Contractor shall follow procedures set forth in the General Conditions.

END OF SECTION 01 26 13



**SECTION 01 33 23**  
**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Shop Drawings, Product Data, and Samples shall be submitted to the University's Representative only in connection with proposed substitutions or when specifically required by the Specifications. Contractor will, however, be required to certify in writing that materials to be provided will be as specified by individual Specification Sections. The University's Representative will not review any other such submittals. Product Data and Samples for proposed substitutions shall be submitted to University's Representative in accordance with Section 01 25 00 Product Options and Substitutions. Contractor shall be responsible for obtaining copies of Shop Drawings, Product Data, and Samples as it may require for its own use.

1.2 RELATED REQUIREMENTS

A. Definitions

1. The terms "Shop Drawings" and "Product Data" as used herein also include, but are not limited to fabrication, erection, layout and setting drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams as well as all other drawings and descriptive data pertaining to materials, equipment, piping, duct, conduit systems, and methods of construction as required to show that the materials, equipment, or systems and the positions thereof conform to the Contract Documents.
2. As used herein, the term "manufactured" applies to standard units usually mass-produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relationship to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relationship to physical spaces in the structure.

B. Manufacturer's Instructions

1. Where any item of Work is required by the Contract Documents to be furnished, installed, or performed in accordance with a specified product manufacturer's instructions, General Contractor shall procure and distribute the necessary copies of such instructions to the University's Representative and the General Contractor shall furnish, install, or perform the Work in strict accordance therewith.

C. Submittal Schedule

1. The minimum time required by University's Representative and University's Design Professional to review and process Shop Drawings, Product Data and Samples shall be 18 days after receipt.
2. The Contractor shall submit a schedule for submission of Shop Drawings, Product Data, and Samples (the "Submittal Schedule"). The schedule shall include the Contractor's time to process the submittal(s), and the time required for review by the University's Representative and University's Design

Professional. The schedule shall be agreed upon by the University's Representative, the University's Design Professional, and the Contractor in order that submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner. All required submittals shall be initially submitted no later than 2 months after the Notice to Proceed.

3. Contractor shall prepare the Submittal Schedule in the form contained in the Submittal Schedule (Exhibit 9) and coordinate it with the Contract Schedule. No submittals will be processed prior to University's Representative and University's Design Professional receiving and approving the Submittal Schedule, unless an exception is made by the University's Representative.
4. In preparing the Submittal Schedule, the Contractor must first determine from the Contract Schedule the date the particular item is needed for the Work. Working backwards, the Contractor will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal. Contractor shall be responsible for the impact to the schedule resulting from submittals that do not conform to contract requirements. Contractor shall make reasonable allowances in the Submittal Schedule for the re-submittal of items that do not conform to contract requirements.
5. The Submittal Schedule shall be adjusted to meet the needs of the construction process and the Contract Schedule. Submit 2 copies of the Submittal Schedule after it is completed and each time it is updated by the Contractor.

### 1.3 SHOP DRAWINGS

- A. Present information required on Shop Drawings in a clear and thorough manner. Identify details by reference to drawing and detail, schedule and/or room numbers shown and specified.
- B. The Contractor shall prepare Shop Drawings that comply with the Requirements of Section 01 78 39 Project As-Built Documents.

### 1.4 PRODUCT DATA

- A. Preparation
  1. Clearly mark each copy to identify pertinent products or models.
  2. Show performance characteristics and capacities.
  3. Show dimensions and clearances required.
  4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams
  1. Modify the standard schematic drawings and other diagrams to delete information that is not applicable to the Work.
  2. Supplement standard information to provide information specifically applicable to the Work.
  3. Clearly indicate manufacturer's model or part number intended for Project.
- C. Material Safety Data Sheets
  1. Material Safety Data Sheets (MSDS) shall be submitted for all hazardous substances so defined by the State of California. MSDS shall also be provided for all substances

furnished under this contract that are not available to the general public from retail outlets; e.g., paints, coatings, lacquers, varnishes, sealers, removers, thinners, solvents, adhesives, cleaners, acids, putty, fillers, disinfectants, fungicides, pesticides, gases, oils, lubricants, treatments, liquid-applied flooring, etc.

#### 1.5 SAMPLES

- A. Samples shall be of sufficient size and quality to clearly illustrate the following:
  - 1. Functional characteristics of the products with integrally related parts and attachment devices.
  - 2. Full ranges of color, texture and pattern or as specified by the University's Representative.
  - 3. Or as specified.
- B. Field Samples and mock-ups
  - 1. Erect at the Project site, at a location as directed by the University's Representative;
  - 2. Size: As specified;
  - 3. Fabricate each Sample and mock-up to be complete and fully finished;
  - 4. Remove mock-ups at conclusion of the Work;
  - 5. Or as specified.

#### 1.6 LEED™ SUBMITTAL INFORMATION

- A. All information noted in Section 01 81 13 LEED® Requirements shall be noted on Exhibit 49, LEED NC v3.0 Product Data Submittal Data Form of every submittal including , but not limited to:
  - 1. Distance in miles from final assembly location to project site;
  - 2. All recycled content information;
  - 3. All FSC certified wood information;
  - 4. All electric, natural gas and water efficiency information;
  - 5. VOC and other LEED® related issues.
- B. Any submittals not containing this information on the cover will be rejected.

#### 1.7 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Review, edit as appropriate, and stamp Shop Drawings, Product Data, and Samples prior to submission. Submittals shall clearly show that they have been reviewed by the Contractor for conformance with the requirements of the Contract Documents and for coordination with other Sections. Contractor's stamp and signature shall indicate that the submittal has been reviewed by the Contractor for conformance with the Contract requirements. Submittals that do not comply with this paragraph shall not be reviewed.
- B. Determine and verify
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.

4. Conformance with Contract Documents.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the University's Representative and University's Design Professional in writing, at time of submission, of any changes in the submittals from requirements of the Contract Documents.
- E. Do not proceed with fabrication or Work that requires submittal review approval.

#### 1.8 SUBMITTAL REQUIREMENTS

##### A. The Contractor shall:

1. Submit items in a group or in a sequence which provide the University's Representative with sufficient information to review items of Work which require coordination with each other. Submissions that do not provide sufficient information to review items of Work requiring coordination with each other shall be returned to the Contractor for re-submittal.
2. Submit submittals promptly in timely manner to avoid delay in the Work or in the Work of any Separate Contractor.
3. Submit a completed Exhibit 38 Submittal Approval Form with every submittal.
4. Submit new samples as required for initial submittal.

##### B. Number of Submittals Required

1. Shop Drawings: Submit blue line reproductions (as requested) and an electronic file of shop drawings to the University's Representative. The University's Representative shall return (1 blue line reproduction only as necessary) an electronic copy with review comments to the Contractor. Verify quantity required for each shop drawing prior to submission.
2. Project Data and Non-Reproducible Submittals: Submit copies (as requested) and an electronic file to the University's Representative. The University's Design Professional shall return 1 copy with review comments to the Contractor. Verify quantity required for each shop drawing prior to submission.
3. Samples and Non-Reproducible Submittals: Submit number as specified in individual Specification Section(s) to University's Representative.
4. University requires submittals to be submitted electronically in the format of AUTOCAD® (latest version available at date of Bid). Files must be ORIGINAL.DWG format. Electronic media must be CD-ROM. One set of original plots must be provided with the electronic media.
  - a. Drawings are to use a specified title block, orientation and north arrow provided by the University.
  - b. All actual Drawings are to be done on Model space and plot set up/title block are on Paper space.
  - c. Shop Drawing size should be 30"x 42" unless is requested differently by the University's Representative.
  - d. All Cross references within the same AUTOCAD® Drawing must be bound.

- C. Submittals shall contain:
1. A unique number. Submittal Numbering shall be by specification number with incremental numerical suffix as necessary for each resubmission. For example, the first submittal of a specification section will be 'XX XX XX-001'. The second submittal will be 'XX XX XX-001-2'. Actual date of submission, date of submission as shown on Submittal Schedule, date response due, and dates of any previous submissions.
  2. Project name and number.
  3. Contract identification.
  4. The names of:
    - a. Contractor.
    - b. Subcontractor.
    - c. Supplier.
    - d. Manufacturer.
    - e. Bid Package Number if applicable.
  5. Identification of the product with the Specification Section number.
  6. Field dimensions clearly identified as such.
  7. Relation to adjacent or critical features of the Work or materials including interaction with work of other trades.
  8. Reference standards such as American Society for Testing and Materials (ASTM) or Federal Specification (FS) numbers.
  9. Identification of changes from requirements of the Contract Documents.
  10. Identification of revisions on re-submittals. Note any departures from the Contract Documents or changes in previously reviewed submittals that were not commented upon by the University's Representative.
  11. An 8 by 3 inch blank space for review stamps.
  12. Contractor's stamp, initialed or signed, certifying to the review of the submittal; verification of materials field measurements and conditions; and compliance of the information within the submittal with requirements of the Work and of the Contract Documents.
  13. Contractor shall submit submittal(s) with transmittal provided by the University's Representative.
- D. Resubmission Requirements
1. Shop Drawings and Product Data
    - a. Note any departures from the Contract Documents or changes in previously reviewed submittals that were not commented upon by the University's Representative.
    - b. University's Representative and the University's Design Professional will review a total of 2 submittals for the same item at no cost to the Contractor. The cost for the review of more than 2 submittals of the same item shall be deducted from the Contract Sum.
  2. Samples: Submit samples as required for review/approval.
- E. Distribution
1. Reproduce and distribute copies of Shop Drawings and Product Data that carry the University's Representative's review stamp, to the following locations:
    - a. Contractor's Project site file.
    - b. Record documents file maintained by the Contractor.
    - c. Separate General Contractors.
    - d. Subcontractors.

- e. Supplier, manufacturer or fabricator.
  2. Distribute Samples that carry the University's Representative's review stamp as directed.
  3. Provide electronic copies of Shop Drawings and Product Data that have the final approved review stamp to the University's Representative for file.
- F. University's Representative and the University's Design Professional will review Contractor's submittals, such as Shop Drawings, Product Data and Samples, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 33 23

**SECTION 01 35 00  
SPECIAL REQUIREMENTS**

PART 1 - GENERAL

1.1 DEFINITION OF PROJECT SITE

- A. Contractor's use of the Project site for the Work and storage is restricted to the areas designated on the Drawings.
- B. The Project site is located at University of California, Merced Campus, 5200 N. Lake Rd. Merced CA 95344.

1.2 WORK HOURS

- A. No Work shall be done outside of standard Monday through Friday 7:00 A.M. to 5:00 P.M. working hours, on holidays or weekends unless prior written approval has been obtained from the University's Representative.

1.3 SITE INGRESS AND EGRESS

- A. Contractor shall use the Project Access Road off of Lake Road at Ranchers Road as shown on the Site Logistics Plan.
- B. Contractor shall construct and maintain temporary access roads and laydown areas as shown on the Site Logistics Plan. All temporary access roads shall comply with all applicable laws, regulations & permit requirements. (As necessary for the Work)

1.4 SITE RESTRICTIONS

A. OUT OF BOUNDS AREAS

- 1. Little Lake/2020 Site
  - a. The Contractor shall not permit any personnel or construction vehicle to approach within 100 feet of Little Lake except with the prior written approval of the University's Representative.
  - b. The Contractor shall ensure that no personnel shall use the Lake to fish, swim or for other non-construction activities.
  - c. The Contractor shall ensure that no run-off shall enter the Lake except as indicated on the Drawings.
  - d. The Contractor shall ensure that no construction garbage, detritus, waste or debris (whether solid or liquid) of any type shall enter the Lake.
- 2. Merced Irrigation District
  - a. The Contractor shall not permit any personnel or construction vehicle to approach within 50 feet of the Fairfield Canal and the penstock between Le Grand and Fairfield Canals except with the prior written approval of the University's Representative.
  - b. The Contractor shall ensure that no personnel shall use the Fairfield Canal or the penstock between Le Grand and Fairfield Canals to fish, swim or for other non-construction activities.

- c. The Contractor shall ensure that no run-off shall enter the Fairfield Canal or the penstock between Le Grand and Fairfield Canals except as indicated in the Contract documents.
- d. The Contractor shall ensure that no construction garbage, detritus, waste or debris (whether solid or liquid) of any type shall enter the Fairfield Canal or the penstock between Le Grand and Fairfield Canals.

#### 1.5 ROADS

- A. Existing roads and existing or planned construction roads shall be used for construction access within the limits defined herein.
- B. Contractor shall take all necessary precaution to insure the safety of University Students, Faculty and Visitors at all times.
- C. Contractor must obtain prior written approval from the University's Representative to block streets or parking areas at any time.
- D. The Contractor shall clear all roads (including Lake Road), parking areas and sidewalks affected by the Contractor's operations. This will include the immediate removal of dust, dirt, or any other debris or detritus so that roads and sidewalks are maintained in a safe and usable condition.

#### 1.6 PARKING

- A. All parking locations and arrangements must be coordinated and approved by University's Transportation and Parking Services (TAPS) prior to the start of work.
- B. A parking permit and fee to utilize the University of California, Merced (UCM) parking facilities will be required for all areas. Parking permits can be purchased on a monthly basis at a fee of \$36 per month per vehicle. Contact Transportation and Parking Services (TAPS) at (209) 228-4548 or visit the Facilities modular behind Central Plant for information on obtaining permits and increases in parking fees. A valid permit must be displayed at all times by all vehicles while parking on campus, whether in fenced construction areas or not.
- C. The Contractor shall not permit any personnel to park within the construction site or construction yard. Parking will be limited to a maximum of one company insured vehicle on site or within the construction yard.
- D. On-street parking is not permitted in areas not designated for parking or construction.
- F. Vehicles found to be on university property without a valid permit, will be cited. Fines range from \$50.00 for no permit to \$445.00 for parking in a handicapped stall without a valid blue tag.

#### 1.7 TRAFFIC CONTROL

- A. The Contractor shall adopt all practical means to minimize interference to traffic. Access to other facilities under construction shall be maintained at all times. The Contractor shall provide a schedule of any activity that will impact traffic, or any planned closing of



the streets, for approval by the University's Representative and shall give a minimum of 14 working days notice before closing any street or access.

- B. Contractor shall furnish at Contractor's expense all barricades, lights, and other devices and means necessary to control traffic and shall maintain these devices at all times to protect the public and/or Work.
- C. It is the responsibility of the Contractor performing Work on or adjacent to a highway to install and maintain such devices as are necessary to provide safe passage for the traveling public through the Work, as well as for the safeguard of workers. Before Work begins, traffic control plans for handling traffic through a construction or maintenance Project shall be submitted to and approved by the University's Representative and public agency or authority having jurisdiction over the highway, in accordance with Chapter 5 of the CalTrans Traffic Manual.
- D. The Contractor shall comply with the provisions of 01 35 40 Environmental Mitigation.
- E. The Contractor shall ensure that all of the General Contractor's activities that affect traffic control, road use, materials delivery, equipment delivery, rights of way and preservation of 3<sup>rd</sup> party access rights are coordinated with those of all Separate Contractors.

#### 1.8 SURROUNDING SITE CONDITION SURVEY

- A. Prior to commencing the Work, Contractor, and University's Representative shall tour the Project site together to examine and record damage to existing adjacent buildings, campus streets and city streets, bicycle paths, sidewalks, and all other improvements. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to the University's Representative.

#### 1.9 INTERRUPTION OF BUILDING SERVICES

- A. Planned utility service shutdowns shall be accomplished during periods of minimum usage. In some cases this will require Work activities before 8:00 A.M. and after 5:00 P.M. and weekend Work, at no additional cost to the University. At least 7 working days advance notice shall be given to the University's Representative before interruptions to utility service (refer to Exhibit 33 Utility Interruption/Shut Down Request) and other interferences with use of existing buildings, surrounding hardscape and roads.
- B. Shutdowns critical to the completion of the project shall be listed as Milestones on the project schedule. The Contractor shall program Work so that service will be restored in the minimum possible time, and shall cooperate with the University in reducing shutdowns of utility systems.
- C. The University reserves the right to deny shutdown requests based on scheduled work load, research projects, and usage of surrounding buildings or other activities planned on campus.

1.10 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show, if applicable, existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other utilities that are known to the University.
- B. Contractor shall locate all known existing installations before proceeding with construction operations that may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired at no additional cost to the University.
- C. Existing underground structures and utilities shall be kept in service unless prior approval to interrupt or shutdown service is obtained from University's Representative. If damaged, they shall be repaired by the Contractor with no adjustment of Contract Sum or Contract Time.
- D. The Contractor shall coordinate all Work with the operations of separate Contractors as needed. This shall include, but not be limited to, the responsibility of the Contractor to coordinate with University's separate Site Infrastructure Phase 4 Contractor installing underground utilities, Ansel Adams and Ranchers Road street improvements, sidewalks and streetlights. Such coordination should take place prior to any excavation or trenching operations by the Contractor.
- E. If any other structures or utilities are encountered, the Contractor shall request University's Representative to provide direction on how to proceed with the Work.
- F. If any structure or utility is damaged by the Contractor, the Contractor shall take appropriate action to ensure the safety of persons and property.
- G. No Work is to be performed on energized electrical equipment unless scheduled with the University's Representative. The University reserves the right to specify specific conditions for all Work involving energized high-voltage electrical equipment.
- H. Contractor shall uncover, prior to any earthwork for new construction, all existing piping where crossings, interferences or connections are shown on the Drawings, from 1 foot below proposed construction limit to the existing ground surface. Any variation in the actual elevations and the indicated elevations shall be brought to the University's Representative's attention. If the Contractor does not expose all existing utilities, General Contractor shall not be entitled to additional compensation for Work necessary to avoid interferences.
- I. If interferences occur at locations other than the general locations shown on the Drawings, and such utilities are damaged before their locations have been established, or create an interference, the Contractor shall notify the University's Representative and a method for repairing the damage or correcting the interference shall be supplied by the University's Representative. Payment for additional Work due to interferences not shown on the Drawings shall be in accordance with the General Conditions.
- J. Care shall be exercised to prevent damage to adjacent facilities including walks, streets, curbs, and gutters; where equipment will pass over these obstructions suitable planking

shall be placed. Damaged facilities, due to the Contractor operations, shall be removed and replaced at the Contractor's expense.

#### 1.11 PROTECTION OF PERSONNEL

- A. Contractor shall take proper precautions to ensure the safety of all persons at all times during the construction period.

#### 1.12 PROJECT SITE SECURITY

- A. The Contractor shall install and maintain 8' high chain link site security fencing and gates as shown on the Site Logistics Plan. Fencing at the building perimeter shall include black shade screen to shield construction activities from view. Contractor shall be responsible for keeping areas involved in this Work locked and secure at all times when Work is not in progress.
- B. All persons working on the Project site shall receive a site safety briefing and Natural Resource Awareness Training from the University prior to being allowed to start work.

#### 1.13 CONSTRUCTION STAGING & MULTIPLE CONSTRUCTION CONTRACTS

- A. The following describes the scheduling of the Work and the coordination required for the Work done by Separate Contractors:
  - 1. The University reserves the right to let other construction contracts.
  - 2. The following projects may be in progress at times during this project:
    - a. Central Plant & Telecommunications Upgrade
    - b. Science & Engineering Building 2
    - c. Housing 4: The Summits Modular Addition
  - 3. Disagreements between the Contractor and other Separate Contractors about concurrent use of Work areas or access to the Project site which are not resolved by the participants shall be referred to the University's Representative and the Contractor agrees to abide by the University's Representative's determination as to concurrent use or priority of access and to perform its Work in compliance with the University's Representative's resolution at no additional cost to the University.
- B. All material and equipment for construction operations shall be brought in and the Work so conducted as to avoid any interference with existing University facilities or their normal operations, and with concurrent construction Work by other Separate Contractors.

#### 1.14 FINAL EXAM SCHEDULE

- A. Contractor shall be advised that academic finals week takes place on the UC Merced campus during May, August and December of each year. During these periods of time, students are involved in intensive testing relative to their academic course work. During these periods of time, noise level generated as a result of construction activity must be kept to a minimum. Contractors will be expected to Work with the University's

requirements to achieve a level of noise that is acceptable to the University. Actual schedule for finals weeks during each year will be coordinated with Contractor following the issuance of the Notice to Proceed.

#### 1.15 WORK SITE DECORUM

- A. Extreme care to limit noise and odors shall be taken at all times. Loud or unnecessary conversation shall be avoided. The playing of radios tapes, or compact discs shall be strictly prohibited.
- B. Contractor shall control the conduct of its employees and those of its subcontractors and suppliers so as to prevent interaction initiated by said employees with University of California Merced students, staff, or other individuals (except those associated with the Project), on or adjacent to the Project site. Without limitation, unwanted interaction by these employees includes whistling at, motioning toward, or initiating conversations with passersby. In the event that any employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of University's Representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the University.
- C. **Smoking and tobacco products are prohibited on University property, including but not limited to; chew tobacco, cigarettes and e-cigarettes.** Firearms are prohibited on University property.
- D. Alcoholic beverages are prohibited on University property unless the prior written approval of the University's Representative is obtained.
- E. Pets are prohibited on the Project site.

#### 1.16 PUBLICITY

- A. Contractor shall not release any information, story, photograph, plan or drawing relating to the Project to anyone, including press or other public communications medium, except as submitted and approved for release by the University's Representative.

#### 1.17 PROJECT SIGN

- A. No signs or advertisements will be permitted on the Project site, except with express permission of University's Representative.

#### 1.18 JOB OFFICE

- A. Space on the Project Site is limited. Trailer space must be requested and approved by the University's Representative. Storage and office trailers are to be located in the temporary laydown area as shown on the Site Logistics Plan. Space will be allocated by the University's Representative. Contractor shall provide and maintain all temporary facilities as required for completion of the Project. Verify location of temporary laydown area on drawings.

1.19 SALVAGE

- A. All material and equipment removed as part of this Project is the property of the Contractor and shall be removed from the Campus and legally disposed of, unless otherwise stated in the Contractor's "Scope of Work".

1.20 CLEANUP

- A. During the progress of the Work, the Contractor shall keep the Project site in a neat and clean condition that is free of debris to the satisfaction of the University's Representative. All materials and debris accumulated in conjunction with completing this Work shall be disposed of in the jobsite trash dumpsters provided by the Contractor and disposed of off campus. Contractor shall not use University refuse containers.

1.21 UNIVERSITY FURNISHED CONSTRUCTION DOCUMENTS

- A. University will furnish to the Contractor 1 set of Drawings and Specifications and 1 CD of the Drawings and Specifications upon an award of the Contract at no cost. If more than 1 set is required or if the Contractor wants the Drawings in another size other than the size issued with the Bidding Documents, the Contractor will pay the actual cost of reproduction for printing.

1.22 JOB CONDITIONS

- A. Protection: Where roof edge does not terminate in a parapet wall and/or where Work is in progress overhead and materials or objects could potentially fall, the Contractor is required to construct temporary covered pedestrian walkways over each building entrance. Walkway covers shall extend out 12 feet in length for the first floor and an additional 4 feet for each additional floor of the building. Walkway covers shall extend from face of building. Contractor shall be required to place and maintain yellow safety construction flagging or ropes with signage to prevent pedestrians from coming within 25 feet of Work in progress overhead and to route pedestrians in and out of building entrances.
- B. Safety Precautions: Perform Work in such a manner as to prevent damage to existing facilities to remain or to be salvaged. Hazardous Work shall not be left standing or hanging, but shall be knocked or pulled down to avoid damage or injury to employees or the public.
- C. Crane Operation, Staging and Storage
  - 1. Operator Training and Crane Certification: Prior to starting crane operations, General Contractor shall provide copies of operator's training and crane certification to the University's Representative.
  - 2. Crane Staging Area: Contractor shall be required to coordinate with the University's Representative a minimum of 5 working days in advance of loading and removal of materials from the roof. Contractor is responsible for providing necessary staging area for crane.

3. Storage: Contractor shall not be allowed on-site crane storage unless with the prior written approval of the University's Representative.

1.23 NOT USED

1.24 PROJECT SITE SUPERINTENDENT

- A. Contractor shall employ a competent Project Site Superintendent/Foreman satisfactory to the University's Representative. The Project Site Superintendent/Foreman shall be in attendance at the Project site at all times during the performance of the Work. Project Site Superintendent/Foreman shall represent the Contractor and communications given to and received from the Project Site Supervisor shall be binding on Contractor.
- B. The Contractor shall submit to the University's Representative the qualifications of the Project Site Superintendent/Foreman prior to commencement of the Work. The University's Representative shall approve the Project Site Superintendent/Foreman based on his/her experience with projects similar to type, scope, size, and complexity.
- C. The Project Site Superintendent/Foreman approved for the Project by the University's Representative, must be able to proficiently read, write and verbally communicate in English. The Project Site Superintendent/Foreman may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site while Work is in progress.
- D. Failure to maintain a Project Site Superintendent/Foreman on the Project site at all times Work is in progress shall be considered a material breach of this Contract, entitling University to terminate the Contract or alternatively, issue a stop Work order until the Project Site Superintendent/Foreman is on the Project site. If, by virtue of issuance of said stop Work order, General Contractor fails to complete the Contract on time, General Contractor will be assessed Liquidated Damages in accordance with the Agreement.
- E. If the Project Site Superintendent/Foreman fails to perform to the satisfaction of the University's Representative, the University's Representative may, upon 15 days written notice, require the General Contractor to remove the Project Site Superintendent/Foreman from the Project and replace the Project Site Superintendent/Foreman with a replacement acceptable to the University's Representative.
- F. If the Contractor elects a replacement of the Project Site Superintendent/Foreman, such replacement shall be discussed with the University's Representative prior to actual replacement. The same criteria employed by the University's Representative to approve the initial Project Site Superintendent/Foreman shall also apply to the University's Representative's approval of any subsequent Project Site Superintendent/Foreman.

1.25 OTHER CONTRACTOR SITE PERSONNEL

- A. In addition to the Project Site Superintendent/Foreman, the Contractor shall provide site personnel of quality and quantity sufficient to carry out all of the on-site Contractor responsibilities described in the Contract Documents. See Instructions to Bidders for other site personnel requirements that may also be required.

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 00

SECTION 01 35 40 - ENVIRONMENTAL MITIGATION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Related Sections

1. 01 81 13 LEED® Requirements
2. 01 74 19 Site Waste Management Program
3. 01 35 43 Hazardous Materials Procedures

B. Requirements

1. The Environmental Mitigation requirements for this Project are recorded in this Specification Section. The mitigation measures may include, but are not limited to, procedures and standards to control:
  - a. Dust Palliation
    - (1) All construction, demolition, excavation, extraction or other earthmoving activities shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII - Fugitive PM10 Prohibitions.
    - (2) All disturbed areas, including storage piles, shall be sprinkled with water or other dust control agents/chemical stabilizers acceptable to SJVAPCD, or shall be covered with vegetative ground cover, so as to effectively prevent dust emissions. Additional watering or acceptable dust control agents/chemicals shall be applied during dry weather or windy days until dust emissions are not visible.
    - (3) Trucks hauling dirt and debris shall be effectively wetted and/or maintain not less than six inches freeboard and/or cover the top of the load to reduce wind blown dust or spills.
    - (4) Dirt or debris spilled onto paved surfaces shall be swept up immediately to reduce resuspension of particulate matter caused by vehicle movement. Approach routes to the Project site shall be cleaned daily of construction related dirt or mud. The use of dry rotary brushes and blower devices is prohibited except where preceded by sufficient wetting to limit visible dust emissions and the prior written approval of the University's Representative.
    - (5) On-site stockpiles of excavated material shall be covered or watered.
    - (6) Traffic speeds on unpaved roads shall be limited to 15 mph.
    - (7) If an area having 0.5 acres or more of disturbed surface area remains unused for seven or more calendar days, the area must comply with conditions for a stabilized surface area as defined in Rule 8011 of SJVAPCD and General Contractor shall comply with the record keeping requirements specified in Rule 8011 of SJVAPCD.



- b. Other Air Pollutants
  - (1) When feasible, construction equipment should use alternative fuel sources such as propane, natural gas or electricity.
  - (2) Minimize idling time of machinery to a maximum of 10 minutes when construction equipment is not in use.
  - (3) Construction equipment rated greater than 100 horsepower shall have, to the extent feasible, diesel exhaust controlled by use of catalyst-based diesel particulate filters.
  - (4) Use low-emission on-site station equipment.
- c. Noise
  - (1) Construction equipment shall be properly outfitted and maintained with adequate mufflers and other appropriate noise reduction devices to minimize construction-generated noise.
  - (2) Stationary noise sources such as generators or pumps shall be located away from noise sensitive land-uses and occupied buildings.
  - (3) Prior to construction activities, Contractor shall coordinate with the County Parks and Recreation Division to reduce the likelihood that planned events at the Lake Yosemite Park are adversely affected by project construction.
  - (4) Comply with all applicable sound ordinances as required.
  - (5) Should the Contractor need to generate construction noise adjacent to occupied buildings, the Contractor shall inform the University's Representative in writing 14 calendar days prior to generating the noise.
  - (6) The Contractor shall comply with the provisions of Section 01 35 00 Special Requirements with regard to Work Hours.
- d. Odors
  - (1) Work that causes excessive odors shall be performed only after coordination with the University's Representative. Filtering of air intakes to air handling units may be needed to prevent odors and vapors from entering buildings.
  - (2) Contractor shall provide 14 working days advance written notice to the University's Representative in order for advance notices to be forwarded to building occupants. Work stoppage may occur if advance notification has not been coordinated or if odors and vapors from the work are found to generate complaints from building occupants.
- e. Light
  - (1) The Contractor shall minimize up-light and light spill by focusing light sources and using shielding.
  - (2) No light sources shall be directed across the site boundaries.

## 1.2 ARCHAEOLOGICAL RESOURCES

### A. GENERAL

- 1. If during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease the Work affecting the

find and immediately notify the University's Representative and shall not disturb deposits until written notice from University's Representative is given to proceed.

2. Contractor will be compensated for lost time or changes in construction to avoid the find based upon normal change order procedures if Critical Path is affected.

B. Procedures

1. If a potentially significant archaeological find is identified during construction, the University may incorporate into the proposed project design measures that will minimize or eliminate direct impacts to the deposit. These may include avoidance of the site by inclusion in landscaping or open space, placement of fill over the site, and/or project redesign. If this is not feasible, or if such measures will not ensure the avoidance of impacts, the University will ensure that an archaeological testing program is carried out to assess the significance of the find.
2. If a find is determined to be significant, and if it cannot be preserved intact through project design measures, then the University will retain an archaeologist to design and carry out a treatment plan to document the data and/or preserve such scientific samples of the data for which the site is significant as may be appropriate, given the significance of the find.
3. Any significant finds that are recovered shall be retained by University and will be donated to an appropriate cultural or historical center. Unauthorized collection of artifacts is prohibited. If human remains are encountered, Work will be halted and the Merced County Coroner will be contacted immediately by the University's Representative. If human remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission. The Commission will then notify the person it believes to be the most likely descendant. That descendant will work with the University to develop a program for reinternment of the remains and any associated artifacts.
4. When Native American archaeological, ethnographic, or spiritual resources are found, identification and handling of those resources will be conducted jointly by a University appointed Archaeologist and Native American representatives who are approved by the local Native American community as scholars of their cultural traditions. The Archaeologist shall either be certified by the Society of Professional Archaeologist, or meet the Federal Standards appearing in 36 CFR 61. If no approved Native American representative is available, persons who represent tribal government and/or organizations in the surrounding region shall be consulted. If historic archaeological resources are found, identification and handling of those resources will be conducted by historical archaeologists or architectural historians retained by the University.

1.3 PALEONTOLOGICAL RESOURCES

A. General

1. If during the course of construction, evidence of deposits of paleontological interest is found, the Contractor shall cease the Work affecting the find and

immediately notify the University's Representative. Do not disturb deposits until written notice from University's Representative is given to proceed.

2. Contractor will be compensated for lost time or changes in construction to avoid the find based upon normal change order procedures if Critical Path is affected.

B. Procedures

1. Prior to project construction, construction personnel shall be informed by the Contractor of the potential for encountering significant paleontological resources.
2. If a potentially significant paleontological find is discovered, the Contractor shall cease all operations in the area of the find until a University appointed paleontologist has been afforded the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find.
3. Collection of fossil resources by other than the University's consulting paleontologist is prohibited.
4. A University appointed, qualified paleontologist may be intermittently present to inspect exposures of the Merhten Formation, North Merced Gravels, and Riverbank Formation during construction operations to ensure that paleontological resources are not destroyed by project construction.

1.4 NOXIOUS OR TOXIC MATERIALS

A. The Contractor shall ensure that:

1. No noxious or toxic materials shall be used in or around occupied buildings without prior approval of the University's Representative.
2. Chemical wastes shall be stored in covered metal containers and shall be removed from the premises daily.
3. There shall be no accumulations of wastes that create hazardous conditions.
4. Adequate ventilation is provided during use of volatile or noxious substances. Such materials shall only be used after 48 hours previous notification to the University's Representative and preferably on weekends or "down" periods.
5. Chemicals, such as mineral spirits, oil, or paint thinner, are not dumped into storm or sanitary drains or on University property or on any adjoining property.
6. Vehicle maintenance or servicing shall not spill oil or fuel onto the ground and if a spill occurs, it shall be cleaned up immediately and the soil disposed of according to local, State, and/or Federal requirements.
7. Chemical storage, including fuel and oil, shall be double contained.
8. The Contractor's Project Site Superintendent shall be trained in the prevention and correction of spills.
9. Contractor shall have immediate access to spill control equipment, such as absorbent, shovels, and containers.

1.5 REMOVAL AND DISPOSAL OF EXCESS SOIL

- A. All materials and debris accumulated in conjunction with completing this Work shall be disposed of legally by the Contractor off the University's property. Contractor shall not

use University refuse containers. Clear soil spoils shall be transported and deposited at a designated on-campus site.

- B. Contractor is to coordinate with University Representative to identify the on-campus location of a temporary staging area for storage of excavated soil. The intent of this area is to serve as a nearby storage area for excavated soil intended by the Contractor to be used for backfill or fill later in the project. This area is to be restored to original condition after its use is no longer required.

#### 1.6 REMOVAL AND DISPOSAL OF WASTE MATERIALS

- A. All waste materials resulting from the process of clearing and construction shall be legally disposed of by the Contractor as follows:
  - 1. All refuse and debris, concrete and other inert materials, combustible and incombustible substances, resulting from the processes of construction, shall be removed from the University's property. The Contractor shall not use any refuse container belonging to the University. The Contractor shall provide debris boxes for the use of the Contractor and all of their Subcontractors and dispose all debris off-site excepting chemical and hazardous waste which shall be disposed of by the Subcontractor generating the waste. Contractor shall be responsible for depositing their waste into the debris boxes provided by the Contractor on a daily basis.
  - 2. Chemical Waste: All chemical waste, including solvents, oils or any other material that may be harmful to plant life, shall be disposed of in accordance with local, State and/or Federal regulations. Chemical waste shall not be stored on the University's property. At completion of Work, any contaminated soil shall be removed from the University's property and replaced with good soil by the Contractor at no additional cost to the University.
- B. The Contractor shall not burn or bury rubbish or waste materials on the University's property.
- C. During construction, the Contractor shall maintain buildings, premises and property free from accumulations of waste materials and rubbish. The Contractor shall legally dispose of such waste, rubbish and debris at reasonable intervals off the University's property.

#### 1.7 CONTROL OF NONNATIVE & INVASIVE PLANT SPECIES

- A. Contractor shall ensure that seeds from invasive plant species are not transported into the Campus site by earth moving equipment. At a minimum, the Contractor shall ensure that:
  - 1. All earth moving equipment shall be washed down (wheels, under-carriage, bucket/bed, etc.) prior to being transported to the Project site. All earth moving equipment shall be clean and free of seeds or other plant material before being brought on site.
  - 2. The Contractor shall notify the University's Representative of the source location of all off-site fill material a minimum of 10 calendar days prior to importing

material to the Project site and appropriate steps shall be taken to minimize the potential for invasive species to colonize areas disturbed during construction due to use of such fill.

3. Any organic material used during project construction for erosion control, or any material used for hydroseeding or revegetating disturbed areas is certified free of invasive species.

#### 1.8 PROTECTION OF SENSITIVE AREAS OUTSIDE PROJECT SITE BOUNDARY

- A. Contractor shall install and maintain all temporary construction fencing around the Project site in accordance with Section 01 56 00 Temporary Barriers and Enclosures and in accordance with fencing layout shown on the Site Logistics Plan. Fencing shown to be installed at the building site, as opposed to the laydown area, will include black shade meshing to obstruct views into the construction site.
- B. Contractor shall operate strictly within the confines of the fence and in the staging area described in the Site Logistics Plan (see Information Available to Bidders).
- C. In no instances shall construction related vehicles or Contractor's personnel travel beyond the Project site boundary except on roads.
- D. In no instance shall the Contractor allow any material, whether solid or liquid, to migrate from the Project site across, under or over the temporary construction fencing except when said material is being removed from the Project site in accordance with the Contract Documents.
- E. Contractor shall be responsible for the removal and relocation of temporary construction fencing on multiple occasions as required to accommodate the construction operations of the University's separate Site Infrastructure Phase 4 Contractor adjacent to and on the Classroom and Academic Office Building site.

#### 1.9 NATURAL RESOURCE AWARENESS TRAINING FOR CONSTRUCTION PERSONNEL

- A. Training Program
  1. Prior to working on the Project site, all construction personnel shall attend a training program provided by the University Representative on Monday and Wednesday mornings at 7:30am or when agreeable with University's Representative. The training will include at minimum, a description of the species at risk and their habitat, the importance of the species and their habitat, the general measures being implemented to conserve the sensitive areas/species, and the boundaries within which the project may be accomplished.
  2. The training shall be conducted in English and shall consist of a presentation and the distribution of appropriate literature. The Contractor shall ensure that all Subcontractor and Contractor supplier personnel attend a training session before they start working at the Project site.
  3. The Contractor shall ensure that the following site regulations, which will be identified in the Training program, are adhered to:

- a. All food related items shall be properly disposed of, and signs indicating that the feeding of wildlife is prohibited shall be placed at the Project site.
- b. Vehicle traffic shall occur primarily between dawn and dusk, and shall be limited to 20 mph to reduce the potential for wildlife road mortality.
- c. Any trench or pit shall be constructed in such a way as to provide ramps of either fill or planks to prevent kit fox and other species from becoming entrapped.
- d. Pipes, culverts, etc. greater than four inches in diameter shall be stored in such a way as to prohibit foxes or other species from using these areas as temporary refuge. In addition, these structures shall be thoroughly inspected each morning for kit fox or other species.
- e. No firearms shall be allowed on University Property.
- f. No pets shall be permitted on University Property.
- g. The use of pesticides on the Project site by the General Contractor, including but not limited to rodenticides, insecticides and herbicides, is prohibited unless prior written approval of the University's Representative is obtained.
- h. Construction vehicles shall be limited to a maximum speed of 10 mph in the vicinity of breeding ponds of California tiger salamander during the salamander movement period. The location of the breeding ponds and dates of the movement period shall be identified by the University's Representative.
- i. If construction activities occur within 0.6 miles of salamander breeding ponds, the Contractor shall erect drift fences or other effective salamander barriers around the site before 1<sup>st</sup> February in the winter prior to the start of construction. The fences shall be positioned so as to allow salamander's access to the breeding ponds but to exclude them from the Project site. Prior to fence erection, layout of the fences shall be submitted to the University's Representative for review and approval.
- j. The University's Representative shall identify any areas containing burrowing owls. The Contractor shall establish "Sensitive Areas" around the occupied owl holes identified by the University's Representative. The Sensitive Areas shall not be disturbed by the Contractor. The Sensitive Areas shall extend to a distance of 160 feet from each occupied burrow during the non-breeding season of 1<sup>st</sup> September through 31 January. The sensitive Areas shall extend to a distance of 250 feet from each occupied burrow during the breeding season of 1<sup>st</sup> February through 31<sup>st</sup> August. The Contractor shall erect a temporary fence during the breeding season around occupied burrows. If in the opinion of the University's Representative, the Sensitive Area method is impractical, the owls may be passively relocated. To relocate the owls, the Contractor shall fit one-way doors across the entrances to those burrows identified by the University's Representative. The doors shall be positioned so that the owls can exit but not enter their burrows. The doors shall remain in place for 72 hours. Before and during the relocation process, the Contractor shall establish a 250 feet Sensitive Area around the burrows identified for relocation. No relocation activity shall be carried out during the breeding season.

- k. The University's Representative shall identify the location of active raptor nests adjacent to the Project site. Should an active Swanson's Hawk nest be located within 1000 feet of the Project site, or an active nest of another raptor species be identified within 250 feet of active construction, the University's Representative will, in consultation with the California Department of Fish & Game, determine the actions necessary to protect the nest site. Such actions may include avoiding construction within a distance from the nest determined by the University's Representative for a period determined by the University's Representative

1.10 AUTHORITY OF THE UNIVERSITY'S REPRESENTATIVE TO SUSPEND WORK

- A. The University's Representative has the authority to suspend construction work when such work causes or threatens to cause harm to sensitive habitat or species.
- B. Contractor will be fully responsible for any and all damages and sanctions placed against the Project for any violations of these requirements.

1.11 SURFACE WATER CONTROL

- A. All portions of the Work shall be kept free of standing water at all times during construction of the Work herein specified. Where required, temporary drainage ditches, berms, or pumping systems shall be constructed to divert drainage water away from the Project site and the resultant water shall be carried to the nearest water course approved by the University's Representative and disposed of without erosion to the surrounding area. Care shall be taken to prevent silting of the water courses. Silt that is deposited, as a result of the Work in this Project, shall be removed and disposed of by the Contractor, at the Contractor's expense and to the satisfaction of the University's Representative. The General Contractor shall follow CALTRANS "Handbook of Practices, Storm Water Pollution Practice."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 40

**SECTION 01 35 43**  
**HAZARDOUS MATERIALS PROCEDURES**

PART 1 - GENERAL

1.1 CONTRACTOR'S RESPONSIBILITY

- A. Except as otherwise specified, in the event Contractor encounters on the Project site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, or other hazardous substances that have not been rendered harmless, Contractor shall immediately stop work in the area affected and report the condition to the University's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of University and Contractor if in fact the material is asbestos, PCB, lead, or other hazardous substances and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, PCB, lead, or other hazardous substances, or when such materials have been rendered harmless.
- B. Disclose any hazardous substance or condition exposed during the Work to the University's Representative for decision or remedy.
- C. In no event, shall the Contractor install materials that contain asbestos, PCB, lead or other known hazardous materials without specific prior written approval by the University's Representative.
- D. Disposal of lighting ballasts containing PCB's shall be accomplished by the University. The Contractor shall coordinate with the University's Representative regarding a date, location and time for delivery to a location on Campus to be designated.
- E. Regulated Carcinogens by California Code of Regulations (CCR) Title 8, Section 5200 et seq.
  - 1. Products containing chemicals regulated as carcinogens by California Occupational Safety and Health Act (OSHA) are not allowed for use on University projects. The OSHA regulated carcinogens are:
    - a. 2-Acetylaminofluorene, 5209
    - b. 4-Aminodiphenyl
    - c. Benzidine (and its salts)
    - d. 3,3'-Dichlorobenzidine (and its salts)
    - e. 4-Dimethylaminoazobenzene
    - f. alpha-Naphthylamine
    - g. beta-Naphthylamine
    - h. 4-Nitrobiphenyl
    - i. N-Nitrosodimethylamine
    - j. beta-Propiolactone
    - k. bis-Chloromethyl ether
    - l. Methyl chloromethyl ether
    - m. Ethyleneimine
    - n. Methylene Chloride, 5202
    - o. Methylenedianiline (MDA), 1535, 5200
    - p. Cadmium, 1532, 5207
    - q. Asbestos, 1529, 5208, 5208.1, 8358
    - r. Vinyl Chloride, 5210



- s. Coke Oven Emissions, 5211
  - t. 1,2-Dibromo-3-Chloropropane (DBCP), 5212
  - u. Acrylonitrile, 5213
  - v. Inorganic Arsenic, 5214
  - w. 4,4'-Methylenebis(2-Chloroaniline) (MBOCA), 5215
  - x. Formaldehyde, 5217
  - y. Benzene, 5218
  - z. Ethylene Dibromide (EDB), 5219
  - aa. Ethylene Oxide (EtO), 5220
  - bb. 1,3 Butadiene, 5201
- 2. Case-by-case exceptions may be considered for products containing the following COSHA recognized carcinogens:
    - a. Methylene Chloride, 5202
    - b. Cadmium, 1532, 5207
    - c. Inorganic Arsenic, 5214
    - d. Formaldehyde, 5217
    - e. Benzene, 5218
  - 3. Case-by-case exceptions may only be made when suitable alternative products are not available. Such exceptions are subject to approval by the University's Representative.
  - 4. Exceptions require that the Contractor shall have an established carcinogen program as required by COSHA and shall submit to University's Representative, a copy of the COSHA Confirmation of Report for COSHA carcinogens.
  - 5. When exceptions are granted the Contractor is responsible for providing to the University's Representative a copy of the semi-annual Confirmation of Report received from COSHA or, in lieu of that, a copy of the Contractor's semi-annual report as submitted to COSHA at periods not to exceed 6 months, or at project closeout, whichever occurs first.

## 1.2 ASBESTOS IN BUILDINGS NOTIFICATION

- A. California Health and Safety Code, Section 25915, Chapter 10.4, Division 20 requires UC Merced employees and contractors working for the campus to be notified of the presence of asbestos in buildings constructed prior to 1979. For information about asbestos in specific buildings, contact the University's Representative.
- B. It is important to note that the presence of asbestos does not mean you have been exposed to asbestos. Exposure strictly refers to the inhalation or ingestion of friable asbestos particles. Asbestos becomes friable through drilling, sanding or similar destructive processes usually associated with remodeling or demolition work. Intact, bonded, sealed and undisturbed asbestos does not pose a hazard.
- C. Contractors who disturb or potentially disturb friable or non-friable asbestos must comply with all Federal State and Local rules and regulations regarding hazardous materials.

## 1.3 LEAD BASED PAINT IN BUILDINGS

- A. The California Department of Health Services requires the certification of employees and supervisors performing lead related construction activities in residential and public buildings, as defined in Title 17, California Code of Regulations, Division 1, Chapter 8. Lead related construction work is defined in Title 17 as any construction, alteration,

painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and cleanup, that, by using or disturbing lead containing material or soil, may result in significant exposure of adults or children to lead.

- B. It is important to note that the presence of lead does not mean you have been exposed to lead. Exposure strictly refers to the inhalation or ingestion of lead dust. Lead becomes dust through drilling, sanding or similar destructive processes usually associated with remodeling or demolition work. Intact, bonded, sealed and undisturbed lead does not pose a hazard.
- C. For information about lead in specific buildings, contact the University Representative
- D. Contractors who disturb or potentially disturb lead must comply with all Federal State and Local rules and regulations regarding hazardous materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 43

**SECTION 01 41 00  
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.1 CODES, AGENCIES, AND REFERENCES

- A. The Work shall be performed in accordance with Applicable Code Requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:
1. Americans with Disabilities Act - Title II.
  2. California Environmental Quality Act.
  3. California Health and Safety Code.
  4. National Fire Protection Association (NFPA).
  5. Federal Occupational Safety and Health Administration.
  6. Federal Clean Water Act, including but not limited to the Storm Water Pollution Prevention requirements.
  7. Federal Endangered Species Act.
  8. Federal Clean Air Act.
  9. Porter-Cologne Water Quality Act, State of California
  10. Endangered Species Act, State of California
  11. California Fish & Game Code, Section 1600, et. seq.
  12. Resource Conservation and Recovery Act (RCRA) and the California Hazardous Waste Control Law.
  13. Comprehensive Environmental Response and Cleanup Liability Act (CERCLA)
  14. California Building Code (CBC)

1.2 STANDARDS AND CODES

- A. Applicable laws, codes, rules, regulations, ordinances and standards
1. Code of Federal Regulations
    - a. Title 33, Navigation and Navigable Waters
    - b. Title 40, Protection of Environment
    - c. Title 50, Wildlife and Fisheries
  2. California Code of Regulations (CCR)
    - a. Title 8, Industrial Relations/Elevators
    - b. Title 14, Natural Resources
    - c. Title 17, Public Health
    - d. Title 19, Public Safety

- e. Title 20, Public Utilities and Energy
  - f. Title 21, Public Works
  - g. Title 22, Environmental Health
  - h. Title 23, Waters
  - i. Title 24, California Building Standards Code
    - 1) Part 2, California Building Code 2010
    - 2) Part 3, California Electric Code 2010
    - 3) Part 4, California Mechanical Code 2010
    - 4) Part 5, California Plumbing Code 2010
    - 5) Part 6, California Energy Code 2010
    - 6) Part 9, California Fire Code 2010
    - 7) Part 11 California Green Building Standards Code 2010
    - 8) Part 12, California State Reference Standards 2010
  - j. Title 27 Environmental Protection 2007
3. San Joaquin Valley Air Pollution Control District Regulation #8 2004

### 1.3 REFERENCES

- A. Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each in effect at the date of submission of bids, or the date of the Change Order (Exhibit 12) or Field Order (Exhibit 11), as applicable.

### 1.4 CONFLICTS

- A. Unless otherwise directed by the University's Representative, if a conflict exists between referenced regulatory requirements and the Contract Documents, the Contractor shall refer the matter to the University's Representative for further instruction.
- B. Nothing stated in this Section of the Specifications or other Sections of the Specifications, the other Contract Documents or the Bidding Documents or shown on the Drawings shall be construed as allowing Work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

### 1.5 TRENCHING AND SHORING

- A. All Work shall be in full accordance, but not necessarily limited to the following codes and regulations: Titles as listed in Section 1.2 Standards and Codes above, State of California, California Code of Regulations (CCR), California Occupational Safety and Health Administration (OSHA).
  - 1. Pursuant to Labor Code 6707, the General Contractor shall include in the bid all costs incident to the provisions of adequate sheeting, shoring, bracing or equivalent method for

the protection of life or limb that shall conform to applicable Federal and State safety orders.

2. Before beginning any excavation 5 feet or more in depth, the Contractor shall submit to the University's Representative a detailed Drawing showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. The proposed design shall comply with the standards established by the State of California Construction Safety Orders, Title 8 and Title 24 of the California Code of Regulations (CCR). If the design varies from such shoring system standards, the Drawing shall be prepared by a registered civil or structural engineer whose name and registration number shall be indicated on the Drawing. If a dispute arises as to whether the plan must be prepared by a registered civil or structural engineer, the University's Representative's determination of the matter shall be final and conclusive on the Contractor. The cost of required engineering services shall be borne by the Contractor and shall be deemed to have been included in the Contract Sum for the Work as stated in the Agreement.
3. Neither the review nor approval of any Drawing showing the design of shoring, bracing, sloping, or other provisions for worker protection, shall relieve the Contractor from the obligation to comply with construction State of California Construction Safety Order and Title 24 of the California Code of Regulations (CCR) for the design and construction of such protective Work, and the Contractor shall indemnify the University and the University's Representative from any and all claims, liability, costs, actions and causes of action arising out of or related to the failure of such protective systems. The Contractor shall defend the University, its officers, employees, Design Professional and agents and the University's Representative in any litigation or proceeding brought with respect to the failure of such protective systems.
4. All Work including any temporary construction shall be in full compliance with the latest orders of the Division of Industrial Safety of the State of California and all codes and regulations as called for hereinafter in these specifications.

#### 1.6 REGULATORY NOTIFICATIONS

- A. Submit all required notifications to Federal, State of California, State in which disposal facility is located if not in California, regional, and local agencies with regulatory responsibilities associated with the Work activities that are included in the Contract. All notifications shall be served in writing, in the form required by the agency requiring notification, and in a timely manner so as not to negatively impact the Project schedule. Serve notifications at least 10 working days in advance (or earlier if required by agency) of activity requiring notice. The Contractor shall serve all required notifications in writing to all governmental and quasi-government agencies having notification requirements pertaining to any portion of the Work included in the Project.
- B. Contractor shall comply with the State General Construction Activity Storm water Permit National Pollutant Discharge Eliminate System (NPDES) for the campus and comply with the University's Storm Water Pollution Prevention Plan.

1.7 NOTIFICATIONS, CERTIFICATES AND UNIFORM HAZARADOUS WASTE MANIFEST

A. Permits

1. Contractor will not be required to obtain a County of Merced building permit.

B. Designated Campus Fire Marshal (DCFM)

1. Contractor shall be responsible for issuing in writing to the University's Representative the following notifications prior to starting site Work:
  - a. Hazardous Condition Notification – Welding Hot Work Permit (Exhibit 43): must be coordinated before starting any hot work (welding, burning, or cutting, etc.) involving use of gas or electric welding equipment. Contractor shall report to the University's Representative, at the beginning and 30 minutes prior to the end of each shift that such "hot" work takes place
  - b. Hazardous Conditions Notification-General: for the storage or use of any flammable liquid in excess of 10 gallons or in any confined area where vapors can be ignited. The General Contractor shall report to the University's Representative at the beginning and 30 minutes prior to the end of each shift that such work takes place
  - c. Hazardous Condition Notification-Special Conditions: Coordinate in advance with the University's Representative before restricting access to or blocking of any building exit or Work that will require the shutdown of building fire protection or alarm systems. The General Contractor shall report to the University's Representative at the beginning and 30 minutes prior to the end of each shift that such work takes place
  - d. At the end of the Work, the Contractor must submit Automatic Sprinkler Systems- Material and Test Certificate for Aboveground Piping and Automatic Sprinkler Systems- Material and Test Certificate for Underground Piping for approval by the University (Exhibits 35 and 36). The Automatic Sprinkler underground and aboveground will not be accepted until these certificates have been completed and submitted.
  - e. At completion of the Work, provide a fire alarm certifications NFPA 72 certificate of completion.

- C. Prior to commencing clearing, excavation and trenching, Contractor shall locate all known existing installations before proceeding with construction operations that may cause damage to such installation. Existing installations shall be kept in service where possible and damage to them shall be repaired at no additional cost to the University.

- D. Uniform Hazardous Waste Manifest: Contractor shall be responsible for coordination with the University's Representative for obtaining a Uniform Hazardous Waste Manifest prior to removal of asbestos containing materials, polychlorinated biphenyl (PCB), or other hazardous materials from the Project site. Manifest will be provided by the University's Representative. Only the University's Representative will be allowed to sign individual manifests on behalf of the Contractor / University.

1.8 CIVIL OR CRIMINAL PENALTIES OR FINES

- A. Contractor shall be liable for the payment of any and all civil or criminal penalties or fines imposed by the U.S. Fish & Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), California Department of Fish & Game (CDFG), Central Valley Regional Water Quality Control Board (CVRWQCB) or any other applicable regulatory agency for Contractor's violations of the federal Endangered Species Act (ESA), Clean Water Act (CWA), California Endangered Species Act (CESA), Porter-Cologne Water Quality Control Act (Porter-Cologne); any regulation promulgated to implement said statutes; the UC Merced Biological Opinion; or any applicable authorization issued by the USFWS, USACE, CDFG, CVRWQCB, or other applicable federal, state or local regulatory agency.
- B. In the event Contractor is found liable for civil actions under the abovementioned statutes, regulations, permits or authorizations, Contractor shall be responsible for the payment of any civil penalties imposed by any applicable regulatory agency. Penalties may vary according to the applicable statute, including but not limited to, penalties of up to \$50,000 per day of violation of the CWA, \$25,000 for each ESA violation, and \$15,000 per day of violation of Porter-Cologne.
- C. In the event Contractor is convicted of criminal actions under the abovementioned statutes, regulations, permits or authorizations, Contractor shall be responsible for satisfying applicable terms of imprisonment and the payment of any criminal fines imposed by the regulatory agency. Fines may vary according to the applicable statute, including but not limited to, fines of \$250,000 per day of violation of the CWA, \$50,000 for each ESA violation, and \$15,000 per day of violation of Porter-Cologne.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01410

**SECTION 01 42 13  
 ABBREVIATIONS, SYMBOLS & DEFINITIONS**

PART 1 - GENERAL

1.1 ABBREVIATIONS

A. The following abbreviations of organizations may be used in the Contract Documents:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ABAG	Association of Bay Area Governments
ABPA	Acoustical and Board Products Association
ABPTA	American Bearing Power Transmission Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADA	Americans with Disabilities Act of 1990
ADAAG	American with Disabilities Act Accessibility Guidelines
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AFI	Air Filter Institute
AGA	American Gas Association
AF&PA	American Forest and Paper Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulation Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
AOAC	Association of Official Analytical Chemists
APA	American Plywood Association
API	American Petroleum Institute
AQMD	Air Quality Management District
ARI	Air-Conditioning and Refrigeration Institute
ASA	American Standards Association
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers



ASME	American Society of Mechanical Engineers Association
ASTM	American Society for Testing and Materials
AWCI	Association of Wall and Ceiling Industries
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers' Association
BICSI	Building Industry Consulting Service International
BOCA	Building Officials and Code Administrators
CAC	California Administrative Code
CARB	California Air Resources Board
CBC	California Building Code
CBSC	California Building Standards Commission
CCR	California Code of Regulations
CDA	Copper Development Association, Inc.
CDFG	California Department Fish and Game
CE	Corps of Engineers (U.S. Dept. of the Army)
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response and Cleanup Liability Act
CESO	California Elevator Safety Order
CFC	
CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturer's Institute
CLPA	California Lathing and Plastering Association
CMC	California Mechanical Code
CMM	State of California, Business, Transportation and Housing Agency, Department of Transportation "Materials Manual"
COSHA	California Occupational Safety and Health Act
CPC	California Plumbing Code
CPSC	Consumer Product Safety Commission
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards of NBS (U.S. Dept. of Commerce)
CSS	State of California, Business, Transportation and Housing Agency, Department of Transportation "Standard Specifications"
CTI	Cooling Tower Institute
CVRWQCB	Central Valley Regional Water Quality Control Board
DCFMS	Designated Campus Fire Marshal
DHI	Door & Hardware Institute
DHS	California Department of Health Services
DSA	Division of State Architect

DSA/AC	Division of State Architect, Access Compliance Section
EIA	Electronic Industrial Alliance
EPA	Environmental Protection Agency
ESO	Electrical Safety Orders of Division of Industrial Safety, Title 8, CAC
ETL	Electrical Testing Laboratories
FCC	Federal Communications Commission
FFDA	Federal Food and Drug Administration
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual System, Factory Mutual Engineering Corporation
FS	Federal Specifications
FSC	Forest Stewardship Council
GA	Gypsum Association
GFI	Ground Fault Interrupter
HCP	Habitat Conservation Plan
HEPA	High Efficiency Particulate Air
HI	Hydronics Institute
HMI	Hoists Manufacturers Institute
HMMA	Hollow Metal Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
IAPMO	International Association of Plumbing and Mechanical Officials
IAQ	Indoor Air Quality
IBEW	International Brotherhood of Electrical Workers
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
ICC	
ICEA	Insulated Cable Engineering Association
IEC	International Electrotechnical Commission
IEQ	Indoor Environmental Quality
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IPCEA	Insulated Power Cable Engineers' Association
ISA	Instrument Society of America
ISO	International Standards Organization
ITU	International Telecommunications Union
LEED®	Leadership in Energy & Environmental Design
LIA	Lead Industries Association
MBMA	Metal Building Manufacturer's Association
MIA	Marble Institute of America
MID	Merced Irrigation District
MIL	U.S. Government, Military Specification
MLSFA	Metal Lath/Steel Framing Association
MM	State of California, Business, Transportation and Housing Agency, Department of Transportation "Materials Manual"
MSS	Manufacturers Standardization Society of Valves and Fittings Industry
NAAB	National Association of Air Balance

NAAMM	The National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBFU	National Board of Fire Underwriters
NBGQA	National Building Granite Quarries Association, Inc.
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCCP	National Communities Conservation Plan
NCMA	National Concrete Masonry Association
NCPWB	National Certified Pipe Welding Bureau
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Protection Act
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NIOSH	National Institute of Occupational Safety and Health
NPA	National Particleboard Association
NPDES	National Pollutant Discharge Eliminate System
NRC	Noise Reduction Coefficient
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association, Inc.
NWWDA	National Wood Window and Door Association
OSHA	Office of Safety and Health Act
OSHPD	Office of Statewide Health Planning and Development
PCA	Portland Cement Association
PCB	Polychlorinated Biphenyl
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PI	Perlite Institute
PS	Product Standard of United States Department of Commerce
RCRA	Resource Conservation & Recovery Act
RCSC	Research Council on Structural Connection
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RUS	U.S. Department of Agriculture, Rural Utilities Service
SJVAPCD	San Joaquin Valley Air Pollution Control District
SAE	Society of Automotive Engineers
SBC	State Building Code
SBS	State Building Standards Electrical Code, Title 24, Part 3
SCS	Scientific Certification Systems
SDI	Steel Door Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute

SMACNA	Sheet Metal & Air Conditioning Contractors' National Association, Inc.
SPIB	Southern Pine Inspection Bureau (Grading Rules)
SPR	Simplified Practice Recommendation
SSPC	Society for Protective Coatings
STC	Sound Transmission Coefficient
SWI	Sealant and Waterproofers Institute
SWPPP	Storm Water Pollution Prevention Plan
TCA	Tile Council of America, Inc.
TIA	Telecommunications Industry Association
UBC	Uniform Building Code
UCM	University of California Merced
UCMFM	University of California Merced Facilities Management
UFAS	Uniform Federal Accessibility Standards
UHMW	Ultra-High Molecular Weight
UL	Underwriters' Laboratories, Inc.
USA	Underground Service Alert
USDA	United States Department of Agriculture
USFWS	United States Fish & Wildlife Service
USGBC	United States Green Building Council
USS	United States Standards
USSG	United States Steel Gauge
WAPA	Western Area Power Authority
WCLIB	West Coast Lumber Inspection Bureau
WH	Warnock Hersey
WIC	Woodwork Institute of California
WLPDIA	Western Lath/Plaster/Drywall Industries Association
WRSI	Western Concrete Reinforcing Steel Institute
WWPA	Western Wood Products Association
WWPOA	Western Wood Preserving Operators Association
WWTP	Waste Water Treatment Plant

B. Additional abbreviations, used on the Drawings, are listed thereon.

## 1.2 SYMBOLS

A. Symbols, used only on the Drawings, are shown thereon.

## 1.3 DEFINITIONS

A. The following terms, when used on the Drawings or in the Specifications, shall have the following meanings:

1. AS DIRECTED - "As directed by the University's Representative."
2. AS REQUIRED - "As required by Applicable Code Requirements; by good building practice; by the condition prevailing; by the Contract."
3. AS SELECTED - "As selected by the University's Representative."

4. BY OTHERS - Work on this Project that is outside the scope of Work to be performed by the Contractor under this Contract, but that will be performed by the University, Separate Contractors, or other means.
5. EQUAL - Of same quality, appearance, and utility to that specified, as determined by the University's Representative. The Contractor bears the burden of proof of quality.
6. FABRICATED - Items specifically assembled or made out of selected materials to meet individual design requirements.
7. FURNISH - "Supply only, not install (unless required to be provided or installed elsewhere in the Contract Documents)."
8. INSTALL - "Install or apply only, not furnish."
9. MANUFACTURED - Applies to standard units usually mass-produced.
10. OFF SITE - Outside the Work area as shown on the Drawings or the property lines.
11. PROJECT SITE - Geographical location of the Project.
12. PROVIDE - "Furnish and install."
13. SHOWN - "As indicated on the Drawings."
14. SPECIFIED - "As written in the Contract Documents."
15. SUBMIT - "Submit to University's Representative."
16. OFCI - UNIVERSITY-FURNISHED, CONTRACTOR INSTALLED - "To be furnished by University and installed by Contractor as part of the Work. Scope of work includes receipt, off-loading, inspection, on-site storage of material and protection after installation until acceptance."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 42 13

**SECTION 01 45 00  
QUALITY CONTROL**

**PART 1 - GENERAL**

**1.1 DEFINITIONS**

- A. The term "University's Testing Laboratory" means a testing laboratory retained and paid for by University for the purpose of reviewing material and product reports and performing other services as determined by the University.
- B. The term "Contractor's Testing Laboratory" means a testing laboratory retained and paid for by Contractor to perform the testing services required by the Contract Documents. Contractor's Testing Laboratory shall be an organization other than University's Testing Laboratory and shall be acceptable to the University's Representative. It may be a commercial testing organization, the testing laboratory of a trade association, the certified laboratory of a supplier or manufacturer, Contractor's own forces, or other organization. Contractor's Testing Laboratory shall have performed testing of the type specified for at least 5 years.
- C. The term "Geotechnical Engineer" means an engineer retained and paid for by the University for the purpose of performing geotechnical inspection, testing, and observation functions specified by the University.

**1.2 CONTRACTOR'S RESPONSIBILITIES REGARDING UNIVERSITY'S TESTING LABORATORY**

- A. Secure and deliver to University's Testing Laboratory adequate quantities of representative samples of materials proposed for use as specified.
- B. Submit a copy of the preliminary design mixes proposed to be used for concrete and other materials that require review by University's Testing Laboratory to the University Representative. University Representative will submit the copy to the University's Testing Laboratory for review.
- C. Submit copies of product test reports as specified.
- D. Furnish incidental labor and facilities:
  - 1. To provide University's Testing Laboratory access to the Work to be tested.
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- E. Provide a minimum of forty-eight hour notice to University's Representative to allow for University's Testing Laboratory assignment of personnel and scheduling of tests.
- F. When material or work to be tested or inspected is not available for testing or inspection, even though notice has been given under Subsection 1.2.E above, Contractor shall

reimburse University for University's Testing Laboratory personnel and travel expenses incurred.

### 1.3 TESTS AND INSPECTIONS

- A. Tests, inspections, and acceptance of portions of the Work required by the Contract Documents or by Applicable Code Requirements shall be made at the appropriate times. Except as otherwise provided, Contractor shall make arrangements for such tests, inspections, and acceptances with Contractor's Testing Laboratory. Contractor shall give the University's Representative a minimum of forty-eight hours written notice of when and where tests and inspections are to be made.
- B. If such procedures for testing, inspection, or acceptance reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the University's Representative's services and expenses.
- C. If the University's Representative is to observe tests, inspections, or make acceptances required by the Contract Documents, University's Representative will do so promptly and, where practicable, at the normal place of testing.
- D. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- E. Certain portions of the Work will be tested and/or inspected at various stages. Nothing in any prior acceptance or satisfactory test result shall govern, if at any subsequent time the Work, or portion thereof, is found not to conform to the requirements of the Contract Documents.

### 1.4 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by University's Testing Laboratory or Geotechnical Engineer reveal that any portion of the Work does not comply with the Contract Documents, or if the University's Representative determines that any portion of the Work requires additional testing or inspection, additional tests and inspections shall be made as directed.
  - 1. If such additional tests or inspections establish that such portion of the Work complies with the Contract Documents, all costs of such additional tests or inspections shall be paid by the University.
  - 2. If such additional tests or inspections establish that such portion of the Work fails to comply with the Contract Documents, all costs of such additional tests and inspection, and all other costs resulting from such failure, including compensation for the University's Representative and the University's consultants, shall be deducted from the Contract Sum.

### 1.5 TEST REPORTS

- A. University's Testing Laboratory and General Contractor's Testing Laboratory shall submit 1 copy of all reports to University's Representative, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.

- B. The University's Representative shall distribute to the Contractor one copy of the reports from the University's Testing Laboratory.
- C. The number of copies for the Contractor and supplier being tested will be determined upon commencement of the Contract.

#### 1.6 CLOSING IN UNINSPECTED WORK

- A. Do not allow or cause Work to be covered or enclosed before it has been inspected and approved by the University's Representative. Should any Work be enclosed or covered before it has been approved, it shall be uncovered, inspected, approved or repaired, and covered. Make all repairs necessary to restore Work of others to the condition in which it was found at time of cutting, at no additional cost to the University.

#### 1.7 GEOTECHNICAL ENGINEER

- A. All excavation, filling, and compaction shall be subject to inspection, observation, and testing by Geotechnical Engineer. The University will retain and pay expenses of the Geotechnical Engineer to perform the inspection, testing, and observation functions described in this Section, except that the costs of any additional testing or inspection made necessary by inadequate compaction, replacement of unacceptable material or other Work not complying with the Contract Documents shall be borne by the Contractor and may be deducted from the Contract Sum. The Geotechnical Engineer shall communicate with the University's Representative who will relay any appropriate instructions to the Contractor.
- B. Source Quality Control: Geotechnical Engineer will sample and test fill material from the source designated by the Contractor. Contractor shall pay for the Geotechnical Engineer's transportation expenses, if the source is more than 50 miles from the Project site.

#### 1.8 JOB CONDITIONS

- A. Contractor shall visit the Project site to determine the existing conditions, nature of materials to be encountered and other facts concerning or affecting the Work to be performed under this Contract.
- B. The records of investigation of soil or subsurface conditions and logs of test borings that are made available by the University are not part of the Contract and are solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed that the University assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigation thus made, the records thereof, or of the interpretations set forth therein, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas or any part thereof, or that unanticipated for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.
- C. The availability or use of the records of investigations of soil or subsurface conditions and/or logs of test borings shall not be construed as a waiver of the Contractor's duty to examine the Project site of the Work contemplated. Contractor is cautioned to make such



independent investigations and examinations as necessary to satisfy the Contractor of subsurface conditions to be encountered in the performance of the Work.

- D. The records of investigations will not relieve Contractor from the risk of unanticipated soil or subsurface conditions or from properly fulfilling the terms of the Contract at the Contract Sum.
- E. Contractor shall promptly, and before such condition is disturbed, notify the University's Representative in writing if soil or subsurface conditions are encountered which require, in the opinion of the University's Representative, design details which differ from those design details shown in the Contract Documents and the University's Representative finds that such revised, design details will cause an increase or decrease in the cost of, or the time required for performance of the Contract, the University's Representative will, after approval by the University, modify the Contract terms in writing to provide for the change in design details and to provide for an adjustment in cost and/or time of performance as permitted in the General Conditions.

#### 1.9 RESPONSIBILITY FOR ACCURACY OF SITE DATA

- A. Upon application to the University to do so, the Contractor will be permitted to enter the Project site to put down test holes or trenches to determine the conditions for construction prior to bidding, and subject to compliance with the requirements of Division 1. Such test holes or trenches shall be located at least 10 feet clear of any existing foundations, and/or any existing trees, utilities, or other improvements. Test holes shall be backfilled with granular backfill as specified. The test holes shall be kept full of water during backfilling; the backfill shall be hand shoveled into the hole so that it is completely dispersed and "puddled" as placed. Drill cuttings shall be neatly piled over the hole after backfilling. Material to be excavated is assumed to be earth or other materials that can be removed by power earth moving equipment, including rippers.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 45 00

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.1 REQUIREMENTS

- A. All material and equipment incorporated in the Work shall be:
  - 1. New.
  - 2. In a condition acceptable to the University's Representative.
  - 3. Suitable for intended use.
  - 4. Clean, dry, and undamaged.

1.2 TRANSPORTATION AND HANDLING

- A. Arrange for delivery of materials and equipment to minimize length of onsite storage prior to installation.
- B. All common carrier deliveries shall be marked for the Contractor. Identify location of Project site by Project name, street address, etc.
- C. University will not receive deliveries on behalf of the Contractor.
- D. Deliver manufactured products and materials in their original unbroken containers or bundles, clearly labeled with manufacturer's name, brand, and grade seal or model number and labels intact until time of use.
- E. Handle materials and equipment in a manner to avoid damage to products and their finishes.
- F. Promptly remove damaged or defective products from the Project site and replace at no additional cost to the University.

1.3 STORAGE AND PROTECTION

- A. Other than Project site, storage space may not be available.
- B. Store manufactured products in accordance with manufacturers' instructions and with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather tight enclosures.
  - 2. Maintain temperature and humidity in accordance with manufacturers' recommendations.
- C. Exterior Storage
  - 1. Store materials and equipment above ground on blocking or skids to prevent soiling, staining, and damage.
  - 2. Cover products that are subject to damage by the elements with impervious protective sheet coverings. Provide adequate ventilation to prevent condensation.

3. Store sand, rock, or aggregate material in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- D. Arrange storage to allow adequate inspection.
- E. Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.
- F. Protection After Installation
  1. Prevent damage to materials and equipment.
  2. Use whatever protective materials or methods are necessary to prevent damage to installed products from traffic, construction operations, and weather. Remove protection when no longer required.
  3. Maintain temperature and humidity conditions in interior spaces for the Work in accordance with manufacturers' instructions for the materials and equipment being protected.

#### 1.4 UNDERWRITERS' LABORATORIES LABEL

- A. Materials and equipment, for which Underwriters' Laboratories, Inc. (UL) standards have been established and their label service is available, shall bear the appropriate UL Label.

#### 1.5 MANUFACTURERS' TRADE MARKS AND NAMES

- A. University's Representative reserves the right to review and request the removal or redesign of manufacturers' trade marks and names on items of materials and equipment which will be exposed to view in the completed Work. Such removal or redesign shall be with no adjustment of the Contract Sum.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 60 00

**SECTION 01 73 29**  
**CUTTING, PATCHING AND MATCHING**

PART 1 - SUMMARY

1.1 DESCRIPTION

A. Work Included

1. Patching and matching existing Work altered or disturbed to accommodate new construction.
2. Patching and matching existing Work damaged or defaced during new construction as required to restore to condition at time of award of Contract.
3. Matching of new Work in existing construction to adjacent existing Work unless otherwise noted.
4. Execute cutting, patching and matching in a manner to prevent damage to other Work and to provide proper surfaces for the installation of repairs, penetrations through surfaces, equipment, or other items.

1.2 SUBMITTALS

- A. Submit in accordance with Section 01 33 23 Shop Drawings, Product Data and Samples.
- B. Product Literature and Shop Drawings: Submit for review materials, methods, or systems different from existing Work to be matched.
- C. Samples as requested by the University's Representative.

1.3 QUALITY ASSURANCE

A. Design Criteria

1. Patching shall achieve security and protection where exposed to weather, and shall preserve the continuity of existing fire ratings.
2. Cutting, patching and matching shall successfully duplicate the undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute over whether the duplication is successful or has been achieved to a reasonable degree, the judgment of the University's Representative shall be final.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in the original packages, containers or bundles with seals unbroken and labels intact until time of use.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements: Follow the manufacturer's recommendations.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Materials shall be as required to match the appearance, quality and performance of the existing finishes to be duplicated.
- B. Where the existing finish to be duplicated was achieved with materials now out of production or otherwise unavailable, obtain review and acceptance by the University's Representative of substitutions.
- C. Provide primers, sealers, underlayments, backing, blocking, furring, suspension systems, and related items required for any purpose in patching existing Work.
- D. Materials shall be subject to the review of and acceptance by the University's Representative.

## PART 3 - EXECUTION

### 3.1 GENERAL REQUIREMENTS

- A. Perform Work in accordance with the manufacturer's recommendations, deviating only as directed by the University's Representative to achieve a good match.
- B. For the following items, the Contractor shall employ the installer or fabricator to perform any cutting, patching or matching of such items:
  - 1. Weather-exposed or moisture-resistance elements.
  - 2. Fireproofing.
  - 3. Finishes surfaces exposed to view.
- C. Adjust and fit products to provide a neat installation.
- D. Inform the University's Representative of locations where Work will be noisy, and obtain the University's Representative approval of the times during which such Work will be done; otherwise keep noise to a minimum.
- E. Finish or refinish surfaces as required to match adjacent finishes. Refinish to nearest intersection or refinish entire assembly.
- F. Patching of ceramic tile surfaces in buildings:
  - 1. Restore to pre-existing new condition, using specified materials.

### 3.2 PAINTING

- A. Extent of Painting
  - 1. Paint over the entire surface plane, unless otherwise noted.
  - 2. Over patched wall, soffit, or ceiling surfaces, paint to the nearest cut-off line for the entire surface, such as the intersection with the adjacent wall or ceiling, a

beam, a pilaster, or to nearest opening frame where a total cut-off does not occur within 10 feet of the patch, unless otherwise noted.

- B. Ensure painted surfaces do not present a spotty, touched-up appearance.
- C. Provide a smooth continuous surface in texture, coverage, and color.

### 3.3 PAVEMENT

- A. Asphaltic and Portland Cement concrete shall be patched to match adjacent surfaces and thickness, with similar material; e.g., exposed aggregate concrete, colored concrete, etc.
- B. All damaged concrete shall be removed and replaced to the nearest existing expansion or control joint, where joints were constructed to the full depth of the slab, not at surface scribed or sawn joints unless specifically approved by the University's Representative
- C. Restore pavement markings.
- D. Other paving materials and systems such as decomposed granite; stone pavers, etc. shall be replaced or restored in kind. Replace or restore an entire panel or area to present a uniform appearance to the satisfaction of the University's Representative.
- E. All new surfaces shall be within 1/4-inch elevation of adjacent surfaces. All slopes to adjacent surfaces shall be less than 1 in 20, unless approved by University's Representative.

### 3.4 LANDSCAPING AND IRRIGATION

- A. Restore to pre-existing condition, using similar materials.

END OF SECTION 01 73 29

**SECTION 01 73 35**  
**SELECTIVE SITE DEMOLITION**

PART 1- GENERAL

1.1 DESCRIPTION

A. Section Includes:

1. Work required to demolish, modify, salvage, relocate, dispose, and convert existing structures, pavements, utilities, fencing, and miscellaneous items as required for the construction of the improvements as shown on the Drawings and as specified. This Work includes the demolition of existing wells.
2. Protect all on-site personnel and the public at all areas of demolition.
3. Complete erosion and dust control measures as specified in Section 01 57 23.
4. Protect, support, and maintain adjoining structure, utilities, sitework facilities, and miscellaneous items surrounding the demolition work from damage or harmful effects.
5. In accordance with all applicable state and local laws, properly dispose of all hazardous materials as required, obtain EPA generator number from the University, and prepare safety plans.

1.2 RELATED DOCUMENTS

- A. Section 01 41 00 – Regulatory Requirements
- B. Section 01 35 40 – Environmental Mitigation
- C. Section 01 73 29 – Cutting and Patching.

1.3 SELECTIVE SITE DEMOLITION WORK

A. Selective demolition work includes, but is not limited to:

1. General Sitework: Asphalt and concrete paving and slabs, fencing, storm drainage structures, sidewalks, curbs, gutters, signs, bollards, utilities, irrigation systems, and landscaping. Demolition of existing sitework structures that conflict with the new Work shown on the Drawings.
2. Partial demolition of pavements to allow new work to connect, for conduit penetrations, or otherwise modify existing structures.

1.4 PROTECTION

- A. Maintain free and safe passage for all on-site personnel at all times.

- B. Prevent movement or settlement of structures or surrounding areas to demolition work. Provide bracing, shoring, and debris barriers as required and assume responsibility for the safety and support of affected structures.
- C. Protect existing finishes, equipment, and adjacent work which remains from damage. Cut finish surfaces such as masonry, tile, plaster, wood, gypsum wallboard, concrete, or metals by methods which will terminate or join work in a straight line at an appropriate point of division.
- D. Protect existing grape vines, landscaping and irrigation systems to remain.
- E. Cease operations and notify the UNIVERSITY'S REPRESENTATIVE immediately if the safety of any structure or utility appears to be endangered. Take additional precautions to properly support such structure(s) and do not resume demolition operations until safety is restored.
- F. Utility locations shown on the Drawings are approximate and may vary from where they are shown. The CONTRACTOR shall contact the UNIVERSITY REPRESENTATIVE and coordinate field marking to determine the exact locations of utilities owned by agencies. Record, preserve and protect the field markings.
- G. Blasting and the use of explosives shall not be permitted for any demolition work.
- H. Promptly repair any damage caused to facilities or landscaping by demolition operations as directed by the DESIGN PROFESSIONAL and at no additional cost to the UNIVERSITY. The minimum quality of repair shall be equal to that which existed prior to the start of the CONTRACTOR's work.

#### 1.5 SCHEDULING

- A. Schedule all demolition work to meet the requirements of Section 01 31 45 and minimize disruption to the work of the UNIVERSITY. Exercise due concern and procedures for maintaining plant operation and diligently direct all activities towards maintaining continuous operation of the existing plant and minimizing operation inconvenience.

#### 1.6 CONDITION OF STRUCTURES

- A. Conditions existing at the structures and areas to be demolished at the time of the bid period shall be maintained by the UNIVERSITY insofar as practical. Minor variations in small piping, electrical equipment, and miscellaneous materials shall be expected by the CONTRACTOR and this work shall be completed at no additional cost to the UNIVERSITY.



1.7 DISPOSAL OF MATERIAL REMOVED BY DEMOLITION WORK

- A. All materials removed by demolition work shall become the property of the CONTRACTOR as soon as actual demolition is initiated. The CONTRACTOR shall remove demolition materials as soon as possible but in no case shall store materials removed by demolition on the project site longer than 5 working days. Demolition materials other than concrete and soil shall be properly contained in covered waste disposal bins. Concrete and soil shall be tightly stockpiled until removal.

1.8 SUBMITTALS

- A. All submittals shall be in accordance with Sections 01 33 23.
- B. Submit letters to the University Representative showing proposed start and finish dates, times, and detailed descriptions of demolition work a minimum of 14 days in advance of such work. See also Section 01 31 42.

PART 2- PRODUCTS

2.1 PATCHING MATERIALS

- A. See Section 03 61 00 for non-shrink cementitious and epoxy grout to be used for patching.

PART 3- EXECUTION

3.1 SEQUENCE OF WORK

- A. The sequence of demolition and the modifications of existing facilities shall be in accordance with Section 01 31 42.
- B. The CONTRACTOR shall mark all facility components to be demolished in advance of demolition to permit DESIGN PROFESSIONAL review. The purpose of this requirement is to provide an opportunity to avoid unnecessary or erroneous demolition. The CONTRACTOR remains responsible for demolition as shown and specified in the Contract Documents.
- C. The CONTRACTOR shall schedule a meeting and meet with the UNIVERSITY at the site of the proposed demolition in advance of the start of demolition. CONTRACTOR shall ensure that subcontractors are present if necessary or requested by the DESIGN PROFESSIONAL.

3.2 REMOVAL OF STRUCTURES

- A. CONTRACTOR shall remove all components of structures shown or required to be removed.

3.3 CLEAN-UP

- A. The CONTRACTOR shall remove from the site all debris resulting from the demolition operations as it accumulates and at least 2 times a week. Upon completion of the immediate

CTS FENCE MAINTENANCE  
UNIVERSITY OF CALIFORNIA, MERCED  
MERCED, CALIFORNIA

PROJECT NO.:

demolition work, the CONTRACTOR shall thoroughly clean each area, including dusting, vacuuming, sweeping, and window cleaning.

END OF 01 73 35- SITE DEMOLITION

**SECTION 01 78 36**  
**GUARANTEES, WARRANTIES, BONDS, SERVICE & MAINTENANCE CONTRACTS**

**PART 1 - GENERAL**

**1.1 GUARANTEES**

- A. Guarantees from Subcontractors shall not limit General Contractor's warranties and guarantees to the University. The General Contractor shall cause warranties of Subcontractors to be made directly to the University. If such warranties are made to the General Contractor, General Contractor shall assign such warranties to the University prior to final payment.
- B. At a minimum, the General Contractor shall warrant that all work installed under this Contract is free of defect and will remain in good working order for a period of one year for all surface improvements and five years for all underground work. If warranties specified elsewhere in these documents are for a longer period of time than that specified in this section, the longer warranties shall apply.

**1.2 FORM OF GUARANTEE**

- A. Submit written guarantees, in the form of Guarantee/Warranty Form (Exhibit 31) in accordance with Section 01 33 23 Shop Drawings, Product Data and Samples.

**1.3 SUBMITTAL REQUIREMENTS**

- A. Assemble required guarantees, bonds, and service and maintenance contracts.
- B. Number: 1 signed original and 2 copies.
- C. Table of Contents: Neatly typed and in orderly sequence. Provide complete information for each item as follows:
  - 1. Product or Work item.
  - 2. Firm name, address, telephone number and name of principal.
  - 3. Scope.
  - 4. Identifying name, serial number or part number.
  - 5. Proper procedure in case of failure.
  - 6. Circumstances that might affect the validity of guarantee or bond.

**1.4 FORM OF SUBMITTAL**

- A. Prepare in duplicate packets.
- B. Format
  - 1. On sheets 8-1/2 by 11 inches punched for 3-ring binder. Fold larger sheets to fit into binders.
  - 2. Identify each packet on the cover with typed or printed title, "Guarantees and Bonds", and the following:

- a. Project No.
  - b. Title of Project.
  - c. Name of General Contractor.
- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.
- D. Time of Submittals
1. Within 10 days after date of Substantial Completion, prior to request for final payment.
  2. For Work activities, where Final Completion is delayed beyond the date of Substantial Completion, provide updated submittal within 10 calendar days after Final Completion, listing the date of Final Completion as the start of the Guarantee To Repair Period.

#### 1.5 SUBMITTALS REQUIRED

- A. Submit guarantees, bonds, and service and maintenance contracts specified in the individual Specification Sections.
- B. Compile all warranties from the specified individual Specification Sections. Submit those in a commercial, 3-ring binder with durable and cleanable plastic covers.

#### 1.6 SPARE PARTS AND MAINTENANCE MATERIAL

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to Project site and place in location as directed by the University's Representative and obtain receipt prior to final payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 78 36