

Mini Form

Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on electronic media.

PURPOSE OF DOCUMENT:	An abbreviated contract form intended for construction contracts below \$100,000
CROSS-REFERENCE TO FACILITIES MANUAL:	FM4[!]:4.5.1
CONTENTS:	Mini Form
FOR USE WITH:	Mini Form
COMPLETED BY:	Varies by document (see embedded instructions)
ITS USE IS:	Varies by document (see embedded instructions)

Completion Instructions:

1. Since the **General Conditions** and **Instructions to Bidders** are core documents, no completion is required except for the Project Name and Project Number in the header.
2. Use of the certain documents, e.g. the P&P Bonds and the Bidding Documents, will vary by project depending on the estimated contract amount. See embedded instructions.
3. Generally, notes, suggested text, instructions and other information is formatted using the following methods:
 - Hidden text within brackets. Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts.) When printing this document, the default print property will not print the hidden text.
 - Coded instruction within brackets. {This is an example of the format.} The instructions and shading will disappear when the required information is typed.
 - Suggested text is shaded in gray without brackets (see Modification and Additions below.)
4. The blank fields in the Agreement are completed at the time of award. The blank fields in the other documents require completion prior to bidding.

Modifications and Additions:

1. Since the General Conditions and Instructions to Bidders are core documents, *no modifications are allowed to this document*. Authorized modifications are made by way of the Supplementary Conditions and the Instructions to Bidders, respectively.
2. In the other documents, changes may be made to text shaded in gray.

Comments:

1. See FAQs in the article in the May 2007 issue of the UC PMI newsletter.

Project Name: {}

Project Number: {}

CONSTRUCTION DOCUMENTS FOR

{Project Name}

UNIVERSITY OF CALIFORNIA, **{FACILITY}**

{Date}

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ADVERTISEMENT FOR BIDS

Subject to conditions prescribed by the University of California, {FACILITY}, sealed bids for a lump sum Contract are invited for the following work:

{PROJECT NAME}
Project Number {PROJECT NUMBER}
UNIVERSITY OF CALIFORNIA, {FACILITY}

DESCRIPTION OF WORK:

{INSERT DESCRIPTION}

Bidding Documents will be available on {MONTH, DATE, YEAR}, and will be issued only at:

Contracts Administration
University of California, {FACILITY}
{STREET ADDRESS}

Bids will be received only at: {DEPARTMENT}, UNIVERSITY OF CALIFORNIA, {FACILITY}, {ADDRESS AND ROOM NUMBER}, {CITY}, {STATE} {ZIP CODE}. Bid Deadline: Sealed bids must be received on or before {TIME}, {DAY}, {DATE}.

Bids will be opened at: {TIME}, {DAY}, {DATE} at: {ADDRESS AND ROOM NUMBER}, UNIVERSITY OF CALIFORNIA, {FACILITY}, {CITY}, {STATE} {ZIP CODE}. The deadline for receipt of requests for products, materials or equipment specified by name may be required prior to the Bid Deadline. The Bidding Documents should be reviewed for further details.

MANDATORY PRE-BID JOB WALK:

A mandatory Pre-Bid Job Walk will be conducted on {DAY OF WEEK, DATE} beginning promptly at {TIME}. Only bidders who participate in the Job Walk will be allowed to bid on the Project as prime contractors. For details, see {INSERT web address that provides all details including location and parking instructions, if any}.

LICENSE REQUIREMENTS: The successful Bidder will be required to have the following State of California Contractor's License current at the time of submission of the Bid:

{LICENSE TYPE, e.g., "B"} {LICENSE NAME, e.g. "GENERAL BUILDING"}

Estimated construction cost: \$ {AMOUNT}

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

{DATE}

INSTRUCTIONS TO BIDDERS

1. Bidder, by making a Bid, represents that (1) Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents; (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; (3) the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; (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 Contractor's State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents; (5) Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents; (6) Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents; (7) the person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder; and (8) Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
2. 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. Any clarifications, interpretations, corrections, and changes to the Bidding Documents will be made in writing by Addenda.
4. Bidder shall visit the Project site in a mandatory Job Walk prior to submitting a Bid.
5. Bids shall be submitted on the Bid Form included with the Bidding Documents. Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.
6. Each Bid shall be accompanied by Bid Security (Bid Bond or cashier's check) 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. When a Bid Bond is used for Bid Security, Bidder shall use the Bid Bond provided by University and included herein.
7. University will have the right to reject all Bids, or 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. University will have the right, but is not required, to waive nonmaterial irregularities in a Bid. University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.
8. 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 (as required).
 - .3 Three originals of the Performance Bond (as required).
 - .4 Certificates of Insurance on form provided by University required under Article 8 of the General Conditions.
 - .5 Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work 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.

9. Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the University campus or facility not later than 3 business days after the date of posting in a public place of Bid results. The campus or facility will review the protest and issue a decision resulting from such review. The decision is final and is not appealable within the University of California.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: **{NUMBER}** days.
2. Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:

{NAME OF PERSON OR FIRM}
 {ADDRESS}
 {CITY}, {STATE} {ZIP CODE}
 {TELEPHONE NUMBER}
3. The mandatory Job Walk will be conducted at the time and location specified in the **{ENTER EITHER REQUEST FOR BIDS OR ADVERTISEMENT FOR BIDS}**, bound herein. (Attendance at the Job Walk is mandatory.)
4. Bids will be received on or before the Bid Deadline and only at the location specified in the **{ENTER EITHER REQUEST FOR BIDS OR ADVERTISEMENT FOR BIDS}**.
5. Bids will be opened at the location specified in the **{ENTER EITHER REQUEST FOR BIDS OR ADVERTISEMENT FOR BIDS}**.
6. The University has negotiated contracts with certain suppliers (listed in the "Information Available to Bidders") to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the bidder's risk, and the University does provide any warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this project.
7. Contractor will be assessed as liquidated damages the sum of

#{ Amount in Figures }

for each day the Work remains incomplete beyond the expiration of the Contract Time. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **{INSERT \$AMOUNT}**. See Article 5 for detailed requirements.

INFORMATION AVAILABLE TO BIDDERS

The following information is made available for the convenience of bidders and is not a part of the Contract.

{REQUIRED: PROVIDE INFORMATION APPROPRIATE TO THE SPECIFIC PROJECT—
All relevant data, e.g., current Record Drawings and/or as-builts, utility plans/maps, geotechnical data and other contracts performed at or near the Project site.}

University's has agreements with the following vendors which Contractor and its Subcontractors may, but are not required to, utilize for this Project:

VENDOR NAME	AGREEMENT NO.	CONTACT INFO
<u>Interface / Bentley Prince Street</u>	657/OP/003	George Maibach Vice President Business Development 14641 E. Don Julian Road City of Industry, CA 91746 714-328-4154 george.maibach@bentleyps.com
<u>Shaw / Patcraft</u>	657/OP/004	Teddy Stray Vice President Global Accounts Shaw Industries, Inc. 350 California Street, Suite 100 San Francisco, CA 94104 415 233-0251 Theodore.Stray@shawinc.com

BID FORM

For: {PROJECT NAME}
UNIVERSITY OF CALIFORNIA, {FACILITY}.

Date: _____, 19_____

Bid to: Contracts Administration
University of California, {FACILITY}
{STREET ADDRESS}

LUMP SUM BASE BID

For the Work on the above Project as described in the Bidding Documents, to be fully completed within {Insert Contract Time} calendar days from the date of commencement specified in the Notice to Proceed, the undersigned, having the appropriate active and current contractor's license required by the State of California and having examined the Project site and the Bidding Documents, hereby submits a Lump Sum Base Bid for the Work in the following amount:

\$ [] [] , [] [] [] . [] []

(Place figures in appropriate boxes.)

Bidder acknowledges receipt of all 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 the University at the address stated above.

LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes

If "yes", provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 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	Location (City)

Project Name: []

Project Number: []

(Note: Add additional pages if required.)

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)

CALIFORNIA CONTRACTOR'S LICENSE(S):

(Name of Licensee)

(Classification)

(License Number)

(Expiration Date)

Project Name: []

Project Number: []

(Name of Firm)

a _____
(Type of Organization)

By: _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

(Full Address)

(email address)

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:

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.

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

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address for Notices:

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

AGREEMENT

THIS AGREEMENT IS

made as of the _____ day of { _____ }, 20{ ____ },

between University: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

whose address is: {ADDRESS}

and Contractor: {CONTRACTOR'S NAME}

whose address is: {ADDRESS}

for the Project: {PROJECT'S NAME}

University's
Representative is: {UNIVERSITY REP'S NAME}

whose address is: {ADDRESS}

University and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK. Contractor shall provide all services, materials, tools, equipment, and labor required to perform and complete all work described in the Contract Documents (the "Work").

ARTICLE 2 - CONTRACT DOCUMENTS. Contract Documents" means Request for Bid, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, **{IF NO DRAWINGS, DELETE NEXT 4 WORDS}** List of Drawings, Drawings, Addenda numbers _____, Notice to Proceed, Change Orders, and Notice of Completion.

ARTICLE 3 - THE CONTRACT SUM. Subject to the provisions of the Contract Documents, University will pay to Contractor, for the performance of the Work, **{ \$CONTRACT SUM }** (the "Contract Sum").

ARTICLE 4 - CONTRACT TIME. Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the Work within **{ CONTRACT TIME }** calendar days (the "Contract Time"). If Contractor is delayed in the completion of the Work by conditions beyond its control, a Change Order may be issued to make any necessary adjustment of the Contract Time. If the delay is an unreasonable delay caused by University, the Contract Sum may also be adjusted by Change Order.

ARTICLE 5 - LIQUIDATED DAMAGES. If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of **{ \$AMOUNT IN FIGURES }** for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **{ \$AMOUNT IN FIGURES }** per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable estimate of and a reasonable sum for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time. This provision shall not be applicable nor act as a limitation upon University if Contractor abandons the Work. In such event, Contractor shall be liable to University for all losses and damages incurred by University.

Project Name: []

Project Number: []

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

CONTRACTOR:

UNIVERSITY:

(Name of Firm)

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

a _____
(Type of Organization)

UNIVERSITY OF CALIFORNIA, LOS ANGELES

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

California Contractor's License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

(Employer Identification Number)

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

ARTICLE 1 - SUBCONTRACTORS. Contractor shall provide to University, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. No substitution of Subcontractors shall be made without University's written consent.

ARTICLE 2 - CHANGES IN THE WORK. University may order changes in the Work. Contractor shall not make any change in the Work or be entitled to any adjustment of the Contract Sum or Contract Time, except as provided in a written Field Order or Change Order signed by University. A Field Order may be issued by University without Contractor's signature to order Contractor to perform Work whether or not it represents a change in the Work. If there is a change in the Work, a Change Order is used to modify the Contract including but not limited to an adjustment of the Contract Sum and/or Contract Time. Any adjustment to the Contract Sum and/or Contract Time shall be in accordance with the provisions of the Contract.

ARTICLE 3 - PAYMENT. University agrees to pay monthly to Contractor an amount equal to the sum of the following:

- .1 Cost of the Work in permanent place as of the date of the Contractor's Application for Payment.
- .2 Plus cost of materials not yet incorporated in the Work, subject to limitations below.
- .3 Less amounts previously paid.

University reserves the right to withhold payments for Defective Work, stop notices, third party claims, failure to pay Subcontractors or suppliers, damages, disputed amounts and amounts owing by Contractor to University, or as otherwise provided by the Contract Documents.

Subject to the foregoing, University will make payment within 20 days after receipt of the Application for Payment with supporting data required by University.

ARTICLE 4 - RESOLUTION OF CLAIMS. Unresolved claims between University and Contractor, for which prompt written notice has been given followed by adequate supporting data within a reasonable time, shall be settled by mediation, if agreed to by both parties, or by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Unless otherwise directed by University, Contractor shall proceed with the Work regardless of any dispute or claim.

ARTICLE 5 - PROTECTION OF PERSONS AND PROPERTY. Contractor shall take necessary precautions for the safety and protection of persons and property in the areas of the Work.

ARTICLE 6 - USE OF SITE AND CLEAN UP. Contractor shall confine its operations to areas permitted by the Contract Documents and keep the Project site clean and free from unreasonable accumulation of excess dirt, materials, or waste caused by Contractor.

ARTICLE 7 - INDEMNIFICATION BY CONTRACTOR. Contractor shall indemnify, defend, and hold University harmless from and against all losses resulting from liability for damages due to bodily injury, personal injury, and property damage caused by a negligent act, omission, or willful misconduct of Contractor or any of its Subcontractors, agents, or employees.

ARTICLE 8 - INSURANCE. Contractor shall furnish and maintain insurance in the coverages and amounts specified in the Supplementary Conditions. Contractor shall require all Subcontractors to maintain Worker's Compensation and Employer's Liability insurance. Certificates for all required insurance shall be completed and submitted to University prior to University signing the Agreement.

ARTICLE 9 - BENEFICIAL OCCUPANCY AND SUBSTANTIAL COMPLETION.

University reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work ("Beneficial Occupancy") prior to completion of the Work and upon 10 days' written notice to Contractor. In such event, Contractor shall continue to maintain all insurance required under this Contract. At the request of the Contractor, the University's Representative will review the progress of the Work and determine the date 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 ("Substantial Completion").

ARTICLE 10 - CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD.

"Defective Work" means any Work or portion thereof which is defective or otherwise does not conform with the requirements of the Contract Documents. "Guarantee to Repair Period" means a period of 1 year after the date of Substantial Completion of the Work or any longer period specified in the Contract Documents. Contractor shall, within 10 days after receipt of notice from University, (1) correct any Defective Work to University's satisfaction and (2) replace any other property which is damaged by the correction of Defective Work.

ARTICLE 11 - TERMINATION. University reserves the right to terminate this Contract for violation of any provisions herein or for performance of Work which remains uncorrected or unacceptable to University. University may also elect to terminate this contract for convenience upon written notice to Contractor. If the contract is terminated for convenience the Contractor waives all claims for loss of anticipated profits and damages and agrees that its sole and exclusive remedy is payment of the amount of the Contract Sum allocable to the portion of the Work properly performed as of the date of termination, less sums previously paid, plus any proven losses with respect to materials and equipment directly resulting from such termination, plus reasonable demobilization costs, plus reasonable costs of preparing a statement of costs, expenses, and losses in connection with such termination.

ARTICLE 12 - CONSTRUCTION BY UNIVERSITY OR SEPARATE CONTRACTORS. University may perform work on the Project site with University's own forces or with separate contractors.

ARTICLE 13 - STATUTORY REQUIREMENTS. Contractor shall perform the Work in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over Contractor, University, or the Project, including, without limitation, the following:

1. **Nondiscrimination.** Contractor shall not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy). Contractor and all Subcontractors shall give written notice of their nondiscrimination obligations under the Contract Documents to all labor organizations with which they have a collective bargaining or other agreement.
2. **Prevailing Wages.** Contractor and all Subcontractors shall pay prevailing per diem wages and comply with all requirements of State of California Labor Code Section 1770, and the applicable sections that follow, including Section 1775.
3. **Payroll Records.** Contractor shall, and cause all Subcontractors to, keep accurate payroll records and comply with all requirements of State of California Labor Code Section 1776.
4. **Apprentices.** Contractor shall, and cause all Subcontractors to, comply with all requirements of State of California Labor Code Sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, Section 200, and the applicable sections that follow, regarding apprentices.
5. **Work Day.** 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 accordance with conditions provided by law. Contractor shall forfeit to University, as a penalty, \$25.00 for each worker employed in the execution of the Work by Contractor or any Subcontractor, for each day during which each 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 provisions of any law of the State of California. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 14 - RIGHT TO AUDIT. University and entities designated by University shall have the right to inspect, copy, and audit all books and records of Contractor relating to the Work. Contractor shall preserve all such books and records for a period of at least 3 years after the date of final payment to Contractor.

END OF GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

1. TYPES OF INSURANCE:

Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by paragraph 1 and 2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

Minimum Requirement

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

Insurance required by paragraph 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:

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

4. The Contractor shall obtain, either itself or through the applicable Subcontractor(s) performing Work involving hazardous materials, Contractor's Pollution Liability (CPL) insurance coverage for such Work AND an endorsement to either its CPL or Business Auto policies for transporting or hauling of hazardous materials. The insurance required by this paragraph 11.1.2.4 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following and include the University as Additional Insured by endorsement:

CONTRACTOR'S POLLUTION LIABILITY - Limits of Liability

Minimum Requirement

Each Occurrence	{ \$AMOUNT }
Products-Completed Operations	{ \$AMOUNT }
General Aggregate	{ \$AMOUNT }

If coverage is provided on a Claims-Made form, Contractor shall evidence coverage to include a three (3)-year Extended Reporting Period beyond completion of such Work. Coverage must extend to Transportation and Hauling of hazardous materials. The University shall require a copy of the policy endorsement noting extension of Transportation coverage. If this extension of coverage is not provided under the Contractor's or applicable Subcontractor's Contractor's Pollution Liability, then the Contractor/Subcontractor shall also be required to evidence the following under its Business Auto policy:

BUSINESS AUTO - Combined Single Limit Per Accident { \$AMOUNT }
 Covering Transportation and/or Hauling of hazardous materials by amending the pollution exclusion of ISO Form CA 00010 6/92 (or its equivalent) in the following manner:

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

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

2. PAYMENT BOND AND PERFORMANCE BOND.

For Contracts of \$25,000 or more, Contractor shall furnish a Payment Bond in the amount of the Contract Sum.

For Contracts of \$50,000 or more, Contractor shall also furnish a Performance Bond in the amount of the Contract Sum.

Each bond shall be effective as of the date of the Agreement, in the form of attached Exhibits, furnished by the University, and issued by a surety approved by University. 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).

3. Article 3 of the General Conditions is modified as follows:

University agrees to pay monthly to Contractor an amount equal to 95% of the sum of the following:

- .1 Cost of the Work in permanent place as of the date of the Contractor's Application For Payment.
- .2 Plus cost of materials not yet incorporated in the Work, subject to limitations below.
- .3 Less amounts previously paid.

University reserves the right to withhold payments for Defective Work, stop notices, third party claims, failure to pay Subcontractors or suppliers, damages, disputed amounts and amounts owing by Contractor to University, or as otherwise provided by the Contract Documents.

Subject to the foregoing, University will make payment within 20 days after receipt of the Application for Payment with supporting data required by University. Contractor's Application for Payment may be in the form of an itemized invoice in lieu of the University's form.

END OF SUPPLEMENTARY CONDITIONS

Project Name: { }

Project Number: { }

Project No. _____
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:

{DESCRIPTION OF THE WORK: INCLUDE PROJECT NAME AND PROJECT NUMBER}

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 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, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

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

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

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

Project Name: []

Project Number: []

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of { _____ }, 199{__}.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address for Notices:

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ as Principal a contract dated the ____ day of _____, 20____, (the “Contract”), which Contract is by this reference made a part hereof, for the work described as follows:

{DESCRIPTION OF THE WORK: INCLUDE PROJECT NAME AND PROJECT NUMBER}

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

NOW, THEREFORE, we, the undersigned Principal and

as Surety are held and firmly bound unto The Regents in the sum of

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

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

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

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

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

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

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

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

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

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

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

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

Principal:	(Name of Firm)	Surety:	(Name of Firm)
By:	(Signature)	By:	(Signature)
	(Printed Name)		(Printed Name)
Title:		Title:	
		Address for Notices:	

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

Project Name: {}

Project Number: {}

APPLICATION FOR PAYMENT

Number: _____ Period to: _____

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

AND UNIVERSITY'S REPRESENTATIVE:

FROM CONTRACTOR:

ADDRESS: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

FACILITY: _____

CONTRACT DATE: _____

APPLICATION DATE: _____

CHANGE ORDER SUMMARY: Additions Deductions

Change Orders approved in previous months: Total: _____

Change Orders approved this month:

Number: _____ Date Approved: _____

Number: _____ Date Approved: _____

Project Name: []

Project Number: []

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 (if applicable): 5% of Completed Work (Column H on Schedule 1) \$
- 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) \$

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 List of Subcontractors

Schedule 3 Declaration of Releases of Claims

(Contractor)

By: _____

Project Name: []

Project Number: []

(Printed 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)

(Printed Name)

Project Name: []

Project Number: []

PROJECT NAME: _____

APPLICATION NUMBER: _____

PROJECT NUMBER: _____

APPLICATION DATE: _____

FACILITY: _____

PERIOD TO: _____

CONTRACT DATE: _____

CONTRACTOR: _____

SCHEDULE 1
TO
APPLICATION FOR PAYMENT
COST BREAKDOWN

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

Project Name: []

Project Number: []

PROJECT NAME: _____

CONTRACTOR: _____

PROJECT NUMBER: _____

APPLICATION NUMBER: _____

SCHEDULE 2
TO
APPLICATION FOR PAYMENT

LIST OF SUBCONTRACTORS

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

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

(Contractor)

By: _____
(Name)

(Title)

Date: _____

Project Name: []

Project Number: []

PROJECT NAME: _____

CONTRACTOR: _____

PROJECT NUMBER: _____

APPLICATION NUMBER: _____

SCHEDULE 3
TO
APPLICATION FOR PAYMENT

DECLARATION OF RELEASE OF CLAIMS

Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate For Payment dated

_____, 19____, except those listed below:

(Contractor)

By: _____
(Name)

(Title)

Date: _____

Project Name: []

Project Number: []

CHANGE ORDER

University of California Facility:

CHANGE ORDER NO. _____ Reference Field Order No.

Project Name:

Project Number: _____

Contract Date: _

To Contractor:

Address:

DESCRIPTION OF CHANGE:

Adjustment of Contract Sum:

Original Contract Sum: _____

Prior Adjustments: _____

Contract Sum Prior
to this Change: _____

Adjustment for this
Change: _____

Revised Contract Sum: _____

Adjustment of Contract Time:

Original Contract Time: _____ (Days)

Prior Adjustments: _____ (Days)

Contract Time Prior
to this Change: _____ (Days)

Adjustment for this
Change: _____ (Days)

Revised Contract Time: _____ (Days)

Project Name: []

Project Number: []

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

Recommended:

By: _____
(Signature of University's Representative)

(Printed Name)

Date: _____

Accepted:

By: _____
(Contractor Signature)

(Printed Contractor Name)

Date: _____

Reviewed and Recommended

By: _____
(Signature of University's Designated Administrator)

(Printed Name)

Date: _____

Funds Sufficient:

By: _____
(Signature from University's Accounting Office)

(Printed Name)

Date: _____

Approved:

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Printed Name)

By: _____
(Signature)

(Title)

Date: _____

REPORT OF SUBCONTRACTOR INFORMATION / FINAL DISTRIBUTION OF CONTRACT DOLLARS

Project Name: _____

Date: _____

Project Number: _____

Completed By: _____

Prime Contractor: _____

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

1	2	3					4
Full Name of Business, Address & Telephone Number, and Contact Name	Type of Ownership	Ownership Status (Check all that apply [X])					Amount
		SBE	DBE	WBE	DVBE	N/A	
Prime Contractor:							
Subcontractors:							

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

Notes:

Col. 1 - Name and complete address

Col. 2 - SP = Sole Proprietor; P = Partnership; C = Corporation; JV = Joint Venture

Col. 3 - SBE = Small Business Enterprise;
 DBE = Disadvantaged Business Enterprise;
 WBE = Woman Business Enterprise;
 DVBE = Disabled Veteran Business Enterprise

SELF CERTIFICATION FORM - CONTRACTOR/SUBCONTRACTOR

For each SBE, DBE, WBE, and DVBE, indication on Exhibit 13 (Distribution of Contract Dollars), the following must be completed.

Initial the Business Categories that apply by initialing next to the applicable category(ies):

_____ Small Business Enterprise (SBE) - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes may be found in the Federal Acquisition Regulations, Section 19.102. The University may rely on written representation by the vendors regarding their status.)
(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 of 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 Veteran 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.

(Initial, if applicable)

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, [FACILITY], 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, [FACILITY], 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/sbdmgr.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).

SPECIFICATIONS

FOR

{PROJECT NAME}

UNIVERSITY OF CALIFORNIA, {FACILITY}

INDEX TO SPECIFICATIONS

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<u>DIVISION 3 - CONCRETE</u>	
<u>DIVISION 4 - MASONRY</u>	
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<u>DIVISION 6 - WOOD AND PLASTICS</u>	
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END OF INDEX TO SPECIFICATIONS

SECTION 01010

GENERAL REQUIREMENTS

1. GENERAL

1.1 SECTION INCLUDES

- Summary of Work:
1. Work Required by Contract Documents.
- Contract Considerations:
2. Cost Breakdown.
 3. Application For Payment.
 4. Change Procedures.
- Coordination and Meetings:
5. Project Coordination.
 6. Project Meetings.
- Submittals:
7. Contract Schedule.
 8. Proposed Products List.
 9. Shop Drawings.
 10. Product Data.
 11. Samples.
- Quality Control:
12. University's Testing Laboratory.
- Construction Facilities and Temporary Controls:
13. Temporary Electricity.
 14. Temporary Lighting.
 15. Temporary Heat.
 16. Temporary Ventilation.
 17. Telephone Service.
 18. Temporary Water Service.
 19. Temporary Sanitary Facilities.
 20. Barriers and Fencing.
 21. Water Control.
 22. Interior Enclosures.
 23. Protection of Installed Work.
 24. Security.
 25. Access Roads.
 26. Parking.
 27. Progress Cleaning.
 28. Removal of Temporary Utilities, Facilities, and Controls.
- Material and Equipment:
29. Products.
 30. Transportation, Handling, Storage, and Protection.
 31. Substitutions.
- Contract Closeout:
32. Final Cleaning.
 33. As-built Documents.
 34. Operation and Maintenance Data.
 35. Guarantees.

1.2 WORK REQUIRED BY CONTRACT DOCUMENTS

<DESCRIPTION OF WORK>
{UCLA: ADD ADDITIONAL ITEMS AS APPLICABLE}

1.3 COST BREAKDOWN

Submit in the form acceptable to the University.
Submit in duplicate with signed Agreement.

1.4 APPLICATION FOR PAYMENT

Submit in the form acceptable to University.
Use Cost Breakdown for listing items in application for payment.

1.5 CHANGE PROCEDURES

University's Field Order form.
University's Change Order form.

1.6 PROJECT COORDINATION

Verify that utility requirement characteristics of operating equipment are compatible with building utilities.
Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable.
In finished areas, conceal pipes, ducts, and wiring within the construction.

1.7 PROJECT MEETINGS

University will schedule a preconstruction conference after issuing Notice to Proceed, but prior to commencement of Work.
University's Representative will schedule and administer meetings throughout progress of the Work. University's Representative will preside at meetings, record minutes, and distribute copies within 2 days to Contractors, Design Professional, and University.

1.8 CONTRACT SCHEDULE

Before commencing Work, submit a Contract Schedule of proposed operations for University's approval. In preparing the Contract Schedule, provide the following:

1. Equipment and material submittals.
2. University review of each submittal.
3. Delivery lead times for equipment.

The Contract Schedule may be in the form of a bar chart or other system approved by University showing starting and completion dates for the various work activities involved, together with such other information relative to progress of the Work as may be requested by University.
Update Contract Schedule as required by University.

1.9 PROPOSED PRODUCTS LIST

Within 7 days after date of commencement specified in Notice to Proceed, submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product.

1.10 SHOP DRAWINGS

Submit in the form of one reproducible transparency.

1.11 PRODUCT DATA

Submit 3 copies.
Mark each copy to identify applicable models, options, and other data for each Product.

1.12 SAMPLES

Submit samples to illustrate functional and aesthetic characteristics of Products.

1.13 UNIVERSITY'S TESTING LABORATORY

If applicable to the Work of this Project, University will appoint, employ, and pay for services of an independent firm (University's Testing Laboratory) to perform inspection and testing.
University's Testing Laboratory will perform inspections, tests, and other services as required by University.
Cooperate with University's Testing Laboratory and furnish samples as requested.
Cost of re-testing, required because of non-conformance to specified requirements, will be charged to Contractor.

1.14 TEMPORARY ELECTRICITY

Connect to existing power service. Power consumption shall not disrupt University's need for continuous service. University will pay cost of power used.
Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.15 TEMPORARY LIGHTING

Provide and maintain temporary lighting for construction operations.
Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
Permanent building lighting may be utilized during construction provided 48 hours advance notice is given to University.

1.16 TEMPORARY HEAT

Utilize University's existing heat plant; extend and supplement with temporary units as required to maintain specified conditions for construction operations.
University will pay cost of energy used.
Provide and pay for operation, maintenance, and regular replacement of filters and other worn or consumed parts.

1.17 TEMPORARY VENTILATION

Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, and gases.
Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.
When hazardous materials are encountered, specialized ventilation must be furnished so as to not contaminate the existing system.

1.18 TELEPHONE SERVICE

Provide, maintain, and pay for telephone service to field office commencing at time of mobilization, if required by University.

1.19 TEMPORARY WATER SERVICE

Connect to existing water source for construction operations.

1.20 TEMPORARY SANITARY FACILITIES

Provide and maintain required sanitary facilities and enclosures. Existing sanitary facilities may be used.
Maintain sanitary facilities in clean and sanitary condition.
Do not flush construction materials down toilets or sinks.

1.21 BARRIERS AND FENCING

Provide barriers or fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

1.22 WATER CONTROL

Maintain Project site free of water. Provide, operate, and maintain pumping equipment. Do not allow excess water to run in streets or gutters.

1.23 INTERIOR ENCLOSURES

Provide temporary partitions as required to separate Work areas from University occupied areas, to prevent penetration of dust and moisture into University occupied areas, and to prevent damage to existing materials and equipment.

1.24 PROTECTION OF INSTALLED WORK

Protect installed Work and provide special protection where specified in individual Specification Sections.

1.25 SECURITY

Provide security and facilities to protect Work, existing facilities, and University's operations from unauthorized entry, vandalism, or theft.

1.26 ACCESS ROADS

Designated existing access roads on the Project site may be used for construction traffic.

1.27 PARKING

Arrange and pay for temporary parking areas to accommodate construction personnel.

1.28 PROGRESS CLEANING

Maintain areas of the Work free of waste materials, debris, and rubbish. Maintain Project site in a clean and orderly condition.

1.29 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS

Remove temporary above grade or buried utilities, equipment, facilities, materials, and controls prior to final inspection.
Clean and repair damage caused by installation or use of temporary work.

1.30 PRODUCTS

The term "Products" means new material, machinery, components, equipment, fixtures, and systems forming the Work.

1.31 TRANSPORTATION, HANDLING, STORAGE, AND PROTECTION

Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

1.32 SUBSTITUTIONS

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.

A request for substitution must be submitted in 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. The 35-day submittal period does not excuse the Contractor from completing the Work within the Contract Time.

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. 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,

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, make all revisions and modifications to the design and construction of the Work necessitated by the use 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.

Other products, material or equipment that are specified by brand or trade name and model number are approved for use, provided that 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 is available or that it can be used without modification, to meet the requirements of the plans and specifications; Contractor shall confirm, prior submitting a bid the availability of any product, material, or equipment. If modifications are necessary, Contractor shall, at its sole cost, modify such products, material, or equipment so that they comply with all requirements of the plans and specifications.

1.33 FINAL CLEANING

Execute final cleaning prior to final inspection.
Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces.
Replace filters in operating equipment.
Remove waste and surplus materials, rubbish, and construction facilities from the Project site.

1.34 AS-BUILT DOCUMENTS

Maintain and keep current on the Project site, one set of Contract Documents to be utilized for As-Built documents.

1.35 OPERATION AND MAINTENANCE DATA

Submit 2 sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

Prepare binder cover with printed title, "OPERATION AND MAINTENANCE INSTRUCTIONS," and title of Project.

Contents:

1. Directory, listing names, addresses, and telephone numbers of design professional, Contractor, subcontractors, and major equipment suppliers.
2. Operation and maintenance instructions arranged by system.
3. Project documents and certificates.

1.36 GUARANTEES

Article 9 of the General Conditions requires all items to be guaranteed for a period of 1 year. Guarantees for more than 1 year where indicated in various Specification Sections shall be written on the letterhead of the Contractor, subcontractor, or supplier doing the Work and/or supplying the item to be guaranteed and shall be in the form of the guarantee contained on the following page of this Section.

GUARANTEE

Date: _____

Project Name: _____

Project Number

Project Location: _____

GUARANTEE FOR _____ (the "Contract"), between The Regents of the University

(Specification Section); Contract No.

of California ("University") and _____ ("Contractor").

_____ hereby guarantees to University that the

(Name of Subcontractor)

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 Specification 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 Number: _____

Address: _____

Phone Number: _____

CONTRACTOR

Signed: _____ Title: _____

Typed Name: _____

Name of Firm: _____

END OF SECTION

LIST OF DRAWINGS

SHEET NO.	TITLE	DATE

END OF LIST OF DRAWINGS