

**APPLICATION FOR PAYMENT**

Application No. \_\_\_\_\_ Period From: \_\_\_\_\_ To: \_\_\_\_\_

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

To **University:** THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
 University of California, Riverside, and University's Representative

From Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

**CHANGE ORDER SUMMARY:**

	<u>Additions</u>	<u>Deductions</u>
Change Orders approved in previous months:	Total: _____	_____
Change Orders approved this month:		
Number:      Date Approved:		
_____      _____	_____	_____
_____      _____	_____	_____
_____      _____	_____	_____
_____      _____	_____	_____
	Total: <u>          \$-</u>	<u>          \$-</u>

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	_____	<u>          \$-</u>
3. CONTRACT SUM TO DATE (Line 1 ± Line 2)	_____	<u>          \$-</u>
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)	_____	
5. RETENTION: _____ % 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)	<u>          \$-</u>	
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5)	_____	<u>          \$-</u>
7. TOTAL AMOUNT PREVIOUSLY PAID	_____	
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	_____	<u>          \$-</u>
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)	_____	<u>          \$-</u>

\*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: \_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
(Print Name & Title)

**DECLARATION**

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

\_\_\_\_\_ of Contractor submitting this Application For  
(Title)

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

State of \_\_\_\_\_ on \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
(Print Name & Title)





Project Name: SRC North Cooling Tower Replacement

Project Number: 957448

Contract Number: 957448-LF-2020-52

**SCHEDULE 2**  
**CERTIFICATION OF CURRENT MARKET VALUE**  
**OF SECURITIES IN ESCROW IN LIEU OF RETENTION**  
**TO**  
**APPLICATION FOR PAYMENT**

Application No. \_\_\_\_\_ Period From: \_\_\_\_\_ To: \_\_\_\_\_

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

As of \_\_\_\_\_ (not earlier than 5 days prior to the date of the Application For Payment  
(Date)  
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: \_\_\_\_\_  
(Sign & Date)

By: \_\_\_\_\_  
(Sign & Date)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Print Name & Title)

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







# CERTIFICATE OF LIABILITY INSURANCE

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

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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

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

**Special Provisions:**

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with SRC North Cooling Tower Replacement, Project No. 957448, Contract No. 957448-LF-2020-52.
- The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

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

Forward to: UCR PLANNING, DESIGN & CONSTRUCTION, ATTN: CONTRACTS 1223 UNIVERSITY AVENUE, SUITE 240 RIVERSIDE, CA 92521	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> AUTHORIZED REPRESENTATIVE
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## CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

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

A Certificate of Occupancy has been issued by the University's Building Official **Name, Title** on **Date**.

A punch 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 ("Punch List") attached hereto within \_\_\_\_\_ days from the date of Substantial Completion.
2. University will be responsible for **INSERT "NONE" OR STATE ANY UNIVERSITY RESPONSIBILITIES AFTER SUBSTANTIAL COMPLETION: security, maintenance, utilities (e.g. water, sewer, electrical, gas, etc.)**
3. Contractor shall be responsible for all Contract requirements except items or responsibilities of University set forth in Paragraph 2 above.
4. List of items to be completed or corrected: **INSERT "NONE" or "SEE ATTACHMENT: LIST OF ITEMS TO BE COMPLETED OR CORRECTED."**

### UNIVERSITY'S REPRESENTATIVE

### UNIVERSITY:

By: The Regents of the University of California  
University of California, Riverside

\_\_\_\_\_  
(Signature & Date)

John Franklin  
Senior Project Manager  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature & Date)

Blythe R. Wilson, Architect  
Director of Project Management  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

cc: Office of Risk Management



**PUNCH LIST OF ITEMS TO BE COMPLETED OR CORRECTED**

ATTACHMENT TO CERTIFICATE OF SUBSTANTIAL COMPLETION ISSUED

Contractor:

**CHANGE ORDER**

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

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

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

To Contractor: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

DESCRIPTION OF CHANGE: (Reference attachments)

Contract Sum  
Adjustment

Contract Time  
Adjustment

1.			
2.			

Description of Change continued on Page 2. Subtotal from Page 2: \$0.00 0

Adjustment of Contract Sum:

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

Adjustment of Contract Time:

Original Contract Time: 0 (Days)  
 Prior Adjustments: 0 (Days)  
 Contract Time before this Change: 0 (Days)  
 Adjustment for this Change: 0 (Days)  
 Revised Contract Time: 0 (Days)

Start Date: \_\_\_\_\_  
 Original Final Completion Date: #####  
 Revised Final Completion Date: #####

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

**Accepted:**

By: Contractor

\_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
(Print Name & Title)

**Recommended:**

By: University's Representative

\_\_\_\_\_  
(Signature & Date)  
 John Franklin  
 Senior Project Manager  
 Planning, Design & Construction  
 \_\_\_\_\_  
(Print Name & Title)

**Funds Sufficient:**

By: Financial Administrative Officer

\_\_\_\_\_  
(Signature & Date)  
 Susan McFadden  
 Senior Financial Analyst  
 Planning, Design & Construction  
 \_\_\_\_\_  
(Print Name & Title)

**Approved:**

University: The Regents of the University of California

\_\_\_\_\_  
(Signature & Date)  
 Blythe R. Wilson, Architect  
 Director of Project Management  
 Planning, Design & Construction  
 \_\_\_\_\_  
(Print Name & Title)

Account No.: \_\_\_\_\_ Activity Code: \_\_\_\_\_  
 Fund: \_\_\_\_\_ Function: \_\_\_\_\_  
 Cost Center: \_\_\_\_\_ Project Code: \_\_\_\_\_

**CHANGE ORDER**

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

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

(Page 2)

**DESCRIPTION OF CHANGE - CONTINUED**

		Contract Sum Adjustment	Contract Time Adjustment
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**Subtotals:** \$0.00 0

## CHANGE ORDER REQUEST

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

Change Order Request (COR) No. \_\_\_\_\_

**Scope of Change:**

**Instructions:**

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," and (e) the attached form entitled, "Supporting Documentation for the Cost Proposal Summary."
2. Attach the form entitled "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work Activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate additional costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Article 7.3 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule): \_\_\_\_\_  
Refer to Article 8 of the General Conditions. (Days)

Adjustment of the Contract Sum (Total from Line 18, Col. 4 of Cost Proposal Summary): \$ \_\_\_\_\_  
Refer to Article 7 of the General Conditions.

**Submitted: CONTRACTOR**

**Received: UNIVERSITY'S REPRESENTATIVE**

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

\_\_\_\_\_  
(Signature & Date)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature & Date)

**John Franklin**  
Senior Project Manager  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

cc: Executive Director, Architects & Engineers, Capital Programs

### COST PROPOSAL SUMMARY

Contractor: \_\_\_\_\_ COR No. \_\_\_\_\_

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

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

**SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY**

Supporting Documentation

From: \_\_\_\_\_ COR No. \_\_\_\_\_  
 (Contractor/Subcontractor Name)

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

<b>COST ITEM</b>	<b>DESCRIPTION</b>	<b>COST<sup>(1)</sup></b>
ACTUAL COSTS	1. Straight Time Wages/Salaries-Labor	
	2. Fringe Benefits & Payroll Taxes-Labor: ___% of Line 1	
	3. Overtime Wages/Salaries-Labor (Attach University's Representative's written authorization.)	
	4. Fringe Benefits & Payroll Taxes-Overtime: ___% of Line 3	
	5. Materials & Consumable Items	
	6. Sales Taxes: ___% of Line 5	
	7. Rental Charges (Attach CalTrans' Schedule.)	
	8. Royalties	
	9. Permits	
	10. Total Direct Expense (Sum of Lines 1-9)	\$-
	11. Insurance & Bonds ___% of Line 10 (up to 2% of Line 10)	-
<b>TOTAL</b>	12. Sum of Lines 10 & 11	<b>\$-</b>

**Prepared By:<sup>(2)</sup>**

**CONTRACTOR:<sup>(3)</sup>**

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

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

\_\_\_\_\_  
 (Signature & Date)

\_\_\_\_\_  
 (Signature & Date)

\_\_\_\_\_  
 (Print Name & Title)

\_\_\_\_\_  
 (Print Name & Title)

**Notes:**

- (1) This form shall be prepared and signed by Contractor or Subcontractor actually performing the Work Activity indicated above.
- (2) If this form is signed by a Subcontractor, it shall be reviewed and signed by Contractor certifying the accuracy of the information.

**CLAIM CERTIFICATION - GENERAL CONTRACTOR**

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

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

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

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

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

\_\_\_\_\_  
(Print Name & Title)

**CLAIM CERTIFICATION - SUBCONTRACTOR**

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

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

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

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

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

\_\_\_\_\_  
(Print Name & Title)



**CONDITIONAL WAIVER AND RELEASE ON  
FINAL PAYMENT**

**NOTICE:**

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information:**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: **SRC North Cooling Tower Replacement, Project No. 957448**  
**University of California, Riverside, City of Riverside, County of Riverside**  
Owner: **The Regents of the University of California**

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is

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

Claimant's Name & Title: \_\_\_\_\_

Prime Contractor's Application for Payment # \_\_\_\_\_

**CONDITIONAL WAIVER AND RELEASE ON  
PROGRESS PAYMENT**

**NOTICE:**

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

**Identifying Information:**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: **SRC North Cooling Tower Replacement, Project No. 957448**  
**University of California, Riverside, City of Riverside, County of Riverside**  
Owner: **The Regents of the University of California**  
Through Date: \_\_\_\_\_

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: \_\_\_\_\_  
Amount of Check: \$ \_\_\_\_\_  
Check Payable to: \_\_\_\_\_

**Exceptions:**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of Waiver and Release: \_\_\_\_\_

Amount(s) of Unpaid Progress Payment(s): \$ \_\_\_\_\_

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature & Date: \_\_\_\_\_

Claimant's Name & Title: \_\_\_\_\_

Prime Contractor's Application for Payment # \_\_\_\_\_

RETURN THIS AGREEMENT SIGNED BY CONTRACTOR AND ESCROW AGENT TO:  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
Planning, Design & Construction  
1223 University Ave, Suite 240  
Riverside, CA 92521  
USE THIS ADDRESS FOR ALL CORRESPONDENCE

Escrow Account No.: \_\_\_\_\_

**ESCROW AGREEMENT FOR  
DEPOSIT OF SECURITIES IN LIEU OF RETENTION  
AND  
DEPOSIT OF RETENTION**

This Escrow Agreement is made as of \_\_\_\_\_, and entered into by and between  
(Date)  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called "University," and

\_\_\_\_\_ ,

whose address is \_\_\_\_\_ ,

hereinafter called "Contractor," and \_\_\_\_\_ ,

a state or federally chartered bank in the state of California, whose address is

\_\_\_\_\_ ,

hereinafter called "Escrow Agent."

For consideration hereinafter set forth, University, Contractor, and Escrow Agent agree as follows:

(1) Contractor has the option to deposit securities with Escrow Agent as a substitute for retention required to be withheld by University pursuant to the Contract Documents, hereinafter referred to as "Contract," entered into between University and Contractor for the Project titled

\_\_\_\_\_ ,

Project Number \_\_\_\_\_ , in the amount of \$ \_\_\_\_\_ ,

dated \_\_\_\_\_ . Alternatively, on written request of Contractor, University shall deposit retention directly with Escrow Agent. Contractor and its surety shall be at risk for failure of the Escrow Agent selected. When Contractor deposits the securities as a substitute for retention, Escrow Agent shall notify University within 5 days after the deposit. At all times, Contractor shall have on deposit securities the market value of which is at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Securities shall be held in the name of The Regents of the University of California, Riverside; and Contractor shall be designated as the beneficial owner.

(2) Escrow Agent shall review the market value of securities deposited in escrow under this Escrow Agreement as often as conditions of the securities market warrant, but in no case less than once per month. Escrow Agent shall promptly notify University and Contractor of the market value of the deposited securities if such market value is less than the total amount of retention required to be withheld under the terms of the Contract. Contractor shall promptly deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention. Escrow Agent shall,

within 5 days after University's request, provide a statement to University of the current market value of all securities deposited under this Escrow Agreement as of a date not earlier than 5 days prior to such request. The provisions of this Paragraph 2 shall not apply to securities consisting of monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and Contractor.

(3) Contractor shall not use any or all of the securities deposited in lieu of retention under this Escrow Agreement for any other obligations, including deposits in lieu of retention for other contracts. Contractor represents, covenants and warrants that all deposited securities shall be lien free when tendered to the Escrow Agents and shall remain lien free during their retention by the Escrow Agent.

(4) University shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provision, provided that Escrow Agent holds securities in the form and amount specified herein.

(5) Prior to Contractor's submission of each Application For Payment, Escrow Agent shall issue a current statement of (a) the value of the securities currently being deposited in lieu of retention and (b) the current value of all securities being held in escrow pursuant to this Escrow Agreement. Such statement shall be no more than 5 days old at the time of submission, shall be notarized or have a guarantee of signature, and shall be submitted to Contractor with a copy to University under separate cover. Contractor shall attach such original statement to each Application For Payment. The provisions of this Paragraph 5 shall not apply to securities consisting of monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and Contractor.

(6) If, at the request of Contractor, University deposits retention directly with Escrow Agent, Escrow Agent shall hold such retention for the benefit of Contractor until such time as the escrow created under the Contract is terminated. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when University deposits retention directly with Escrow Agent.

(7) University will allow Contractor to deposit the following securities in lieu of retention and direct the investment of the retention deposits into any of the following which at the time of payment are legal investments under the laws of the State of California:

- a. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America or any Federal Reserve Bank), or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, or tax-exempt obligations which are rated in the highest rating category of a nationally recognized bond rating agency.
- b. Obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Federal Farm Credits, Government National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation, or Federal Housing Administration.
- c. Bonds of the State of California or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- d. Interest-bearing bankers acceptances and demand or time deposits (including certificates of deposit) in banks, provided such deposits are either (1) secured at all times, in the manner and to the extent provided by law, by collateral security described in clauses a or b of this Paragraph 7 continuously having a market value at least equal to the amount so invested so long as such underlying obligations or securities are in the possession of the Securities Investors Protection Corporation, (2) in banks having a combined capital and surplus of at least One Hundred Million Dollars, or (3) fully insured by the Federal Deposit Insurance Corporation.

- e. Taxable government money market portfolios restricted to obligations with maturities of one (1) year or less, issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States of America.
- f. Commercial paper rated in the highest rating category of a nationally recognized rating agency, and issued by corporations organized and operating within the United States of America and having total assets in excess of Five Hundred Million Dollars.

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

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

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

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

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

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

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

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

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

“The undersigned, on behalf of \_\_\_\_\_ whose address is \_\_\_\_\_ ,  
(Name of Contractor)  
(Street Address, City, State & Zip Code)  
 represents, covenants and warrants that the securities tendered herewith are lien free and shall remain lien free during their retention by the Escrow Agent.

I, \_\_\_\_\_ , hereby declare that I am the  
(Name)  
 \_\_\_\_\_ of \_\_\_\_\_ ,  
(Title) (Name of Contractor)  
 that I am duly authorized to make this representation, and that I declare under perjury under the laws of the State of California that the foregoing is true and correct.”

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

(17) The names of the persons authorized to give written notice or to receive written notice on behalf of University and on behalf of Contractor in connection with this Escrow Agreement, and exemplars of their respective signatures, are as set forth below. Such names may be changed by written notice to the other parties.

**On behalf of University:**

**On behalf of Contractor:**

1. \_\_\_\_\_  
(Signature)  
 Blythe R. Wilson, Architect  
 Director of Project Management  
 Planning, Design & Construction  
 \_\_\_\_\_  
(Print Name & Title)

1. \_\_\_\_\_  
(Signature)  
 \_\_\_\_\_  
(Print Name & Title)

951.827.1485  
(Telephone Number)

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

2. \_\_\_\_\_  
(Signature)  
 Bobbi McCracken  
 Associate Vice Chancellor and Controller  
 Business and Financial Services  
 \_\_\_\_\_  
(Print Name & Title)

2. \_\_\_\_\_  
(Signature)  
 \_\_\_\_\_  
(Print Name & Title)

951.827.3303  
(Telephone Number)

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

Contractor, Escrow Agent, and University hereby agree to the covenants contained herein.

IN WITNESS WHEREOF, Contractor, Escrow Agent, and University have executed this Escrow Agreement, the day and year first written above.

**University:**

**Contractor:**

By: \_\_\_\_\_  
(Signature)  
Blythe R. Wilson, Architect  
Director of Project Management  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
951.827.1485  
(Telephone Number)

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

By: \_\_\_\_\_  
(Signature)  
Bobbi McCracken  
Associate Vice Chancellor and Controller  
Business and Financial Services  
\_\_\_\_\_  
(Print Name & Title)

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
951.827.3303  
(Telephone Number)

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

**Escrow Agent:**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name & Title)  
\_\_\_\_\_  
(Telephone Number)

**FIELD ORDER**

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

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

To Contractor: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

**Description of Work**

**Estimated  
Adjustment,  
Contract  
Sum**

**Estimated  
Adjustment,  
Contract  
Time**

1.			
2.			
3.			

**By University's Representative:**

\_\_\_\_\_  
(Signature & Date)  
**John Franklin**  
Senior Project Manager  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

NOTE: If the work described above constitutes a change, this Field Order will be superseded by a Change Order that will include the scope of the change in the Work and any actual adjustments of the Contract Sum and the Contract Time.

**cc: Director of Project Management, Planning, Design & Construction**



## FINAL DISTRIBUTION OF CONTRACT DOLLARS

Completed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed Name) \_\_\_\_\_ (Title) Date: \_\_\_\_\_

Provide the following information for each contracting party including the prime Contractor and each subcontractor/subconsultant regardless of tier.\* Attach additional sheets if necessary.

Sheet No. \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6					7a	7b	7c
Full Name of Business	Street Address City, State & Zip Code	Telephone # & Fax #	Contact Name	Type of Ownership	Business Categories (Check all that apply [X])					Portion of the Work	Amount \$	Percent %
					SBE	DVBE	DBE	WBE	N/A			
Prime:												
Sub:												
Sub:												
Sub:												
			<b>Column 5 – Type of</b>		<b>Column 6 – Business Categories</b>					<b>Subtotals</b>		
<b>Total Contract Amount: \$</b> _____			C = Corporation		SBE = Small Business Enterprise							
			JV = Joint Venture		DVBE = Disabled Veteran Business Enterprise							
			P = Partnership		DBE = Disadvantaged Business Enterprise							
			SP = Sole Proprietorship		WBE = Women-Owned Business Enterprise							
			O = Other		N/A = Not Applicable							

\*Regardless of tier, a completed Self-Certification form must be submitted for the prime Contractor and each subcontractor/subconsultant shown on this Exhibit.

\*\*If a prime Contractor, refer to the Report of Subcontractor Information for license and other information.

## FINAL INSPECTION ACCEPTANCE

Contract Date: \_\_\_\_\_ Final Inspection Date: \_\_\_\_\_

To Contractor: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

The above Project was inspected and accepted as of the above Final Inspection Date. No outstanding work remains to be performed. All required submittals have been received. All training has been performed pursuant to the Contract.

The following Change Orders for time and/or money ONLY remain unexecuted:

**Upon receipt of this executed document for Final Inspection Acceptance, Contracts Administration will file a Notice of Completion with the county recorder's office. This action terminates the construction contract for this Project.**

**By: Inspector**

**By: Design Professional**

\_\_\_\_\_  
(Signature & Date)  
Charles Blumer  
Senior Construction Inspector  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature & Date)  
\_\_\_\_\_  
(Print Name & Title)

**By: University's Representative**

**By: University's Responsible Administrator**

\_\_\_\_\_  
(Signature & Date)  
John Franklin  
Senior Project Manager  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature & Date)  
Blythe R. Wilson, Architect  
Director of Project Management  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

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

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

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

\_\_\_\_\_ as Principal

a contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Contract") for the work described as follows:

Project Name: **SRC North Cooling Tower Replacement**  
Project No. **957448**, Contract No. **957448-LF-2020-52**

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 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

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

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

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

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

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

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

**PRINCIPAL:**

**SURETY:**

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

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

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

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

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

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

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

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

**Address for Notices:**

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

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

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:

Project Name: **SRC North Cooling Tower Replacement**  
Project No. **957448**, Contract No. **957448-LF-2020-52**

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

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

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

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

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

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

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

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

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

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

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

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

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

**PRINCIPAL:**

**SURETY:**

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

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

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

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

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

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

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

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

**Address for Notices:**

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

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

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

**REPORT OF SUBCONTRACTOR/SUBCONSULTANT INFORMATION**

(NOTE: THIS EXHIBIT IS NOT TO BE SUBMITTED WITH BID)

Completed By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Title) Date: \_\_\_\_\_

Provide the following information for each contracting party including the prime Contractor and each subcontractor regardless of tier\*.

Sheet No. \_\_\_\_\_ of \_\_\_\_\_

Attach additional sheets if necessary.

1	2	3	4	5	6					7a	7b	8		
Full Name of Business	Street Address City, State & Zip Code	Telephone # & Fax #	Contact Name	Type of Owner- ship	Business Categories* (Check all that apply [X])					Portion of the Work	Amount \$	License Information**		
					SBE	DVBE	DBE	WBE	N/A			License Classification	License #	
Prime:														
Sub:														
Sub:														
Sub:														
					<b>Column 5 – Type of Ownership</b>					<b>Column 6 – Business Categories</b>				
					C = Corporation					SBE = Small Business Enterprise				
					JV = Joint Venture					DVBE = Disabled Veteran Business Enterprise				
					P = Partnership					DBE = Disadvantaged Business Enterprise				
					SP = Sole Proprietorship					WBE = Women-Owned Business Enterprise				
					O = Other					N/A = Not Applicable				

\*Regardless of tier, a completed Self-Certification form must be submitted for the prime Contractor and each subcontractor shown on this Exhibit.

\*\*List only those license classifications and numbers relevant to this Project.

**SELECTION OF RETENTION OPTIONS**

I (we): \_\_\_\_\_  
(Contractor)

SELECT OPTION 1 \_\_\_\_\_ Initial and date here  
University will withhold retention. for OPTION 1

OR SELECT OPTION 2 \_\_\_\_\_ Initial and date here  
herewith elect to substitute securities in the form of: for OPTION 2

\_\_\_\_\_  
(Type of Security)  
in lieu of retention being withheld by University for the  
above-referenced project.

OR SELECT OPTION 3 \_\_\_\_\_ Initial and date here  
herewith elect to have retention on the above- for OPTION 3  
referenced project paid directly into the Escrow  
Account.

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

An Escrow Account will be opened with: \_\_\_\_\_  
(Name of state or federally chartered bank in California)

whose address is: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, County)  
\_\_\_\_\_  
(State, Zip Code)

On Behalf of Contractor\*:

On Behalf of University:  
Acknowledged and Approved

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

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

\_\_\_\_\_  
(Print Name & Title)

Blythe R. Wilson, Architect  
Director of Project Management  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

\* Signature shall be by the authorized party who signs the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention ("Escrow Agreement").

Note: If a completed and signed Escrow Agreement is not submitted with this form, University will not allow deposit of securities in lieu of retention.



## SELF-CERTIFICATION

For the Contractor/Consultant/Design Professional and each subcontractor/subconsultant, 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 <http://www.sba.gov/content/table-small-business-size-standards>.) The eligibility requirements for California contracting purposes is on the [Department of General Services website](http://www.dgs.ca.gov/pd/Programs/OSDS/SBEEligibilityBenefits.aspx) at <http://www.dgs.ca.gov/pd/Programs/OSDS/SBEEligibilityBenefits.aspx>. The University may rely on written representation by the vendors regarding their status.

\_\_\_\_\_  
(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) **Disadvantaged Business Enterprise (DBE)** - a business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.

\_\_\_\_\_  
(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) **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 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, Riverside, 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, Riverside, 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/procurement-services/files/sbdmgr.xlsx>.
- 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).

## SUBMITTAL SCHEDULE

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

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

Specification Section: \_\_\_\_\_

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

Event	Scheduled Completion Date	Actual Completion Date	Calendar Days Required to Complete
1. Received by Contractor and Time for Checking			
2. First Delivered to University's Representative and Time for Checking			
3. Return to Contractor			
4. Corrections Completed and Time for Corrections			
5. Next Delivered (1 <sup>st</sup> Resubmission) 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 In Route			
11. Delivery to Job			

\*Contractor must revise Submittal Schedule to reflect number of resubmissions.

## SUBSTITUTION OF SUBCONTRACTOR - INDEMNITY AGREEMENT and CONSENT

WHEREAS, on **Date**, **The Regents of the University of California** (University) and \_\_\_\_\_ (Contractor)

\_\_\_\_\_ (Full Company Name & Address of Prime Contractor)  
entered into an Agreement (Contract Number **957448-LF-2020-52**) for the construction of **SRC North Cooling Tower, Project No. 957448**, University of California, Riverside (Project); and

WHEREAS, Contractor's Bid, which was accepted by University for said Project, listed **Name of Listed Sub** as Subcontractor for the **work activity** work called for by the Bidding Documents and Contract Documents; and

WHEREAS, Contractor has represented and does hereby represent to University that **Name of Listed Sub** has **reasons for substitution**;

In consideration of the consent of University to the substitution of:

\_\_\_\_\_, for  
\_\_\_\_\_ (Full Company Name & Address of **Substitute** Subcontractor)

**Name of Listed Sub**, as  
\_\_\_\_\_ (Full Company Name of **Listed** Subcontractor)

Subcontractor to provide the **work activity** work called for in the Bidding Documents and Contract Documents for the Project, Contractor does hereby agree to indemnify the University and hold it harmless from any and all claims, expenses, losses or liabilities arising out of said substitution of subcontractor or said consent thereto, and to defend at Contractor's expense any and all claims, protests, suits, actions or other proceedings in connection therewith; provided, however, that the University shall be given prompt notice of all such proceedings and it shall be entitled, if it so desires, to participate in the response to or defense of any such proceedings. If any such proceedings causes or results in a delay in the completion of said Project, the loss to the University for such delay shall be deemed to be the amount determined by applying the liquidated damages provisions of said Agreement for the period of such delay.

IN WITNESS WHEREOF, this Indemnity Agreement has been executed on \_\_\_\_\_, (Date)  
at \_\_\_\_\_, California.  
\_\_\_\_\_ (Location: City & County)

### CONTRACTOR:

By: \_\_\_\_\_  
\_\_\_\_\_ (Signature)  
\_\_\_\_\_  
\_\_\_\_\_ (Typed or Printed Name & Title)

## CONSENT TO SUBSTITUTION OF SUBCONTRACTOR

In consideration of the indemnification of University by Contractor, above, University agrees and does hereby consent to the substitution of:

\_\_\_\_\_, for  
\_\_\_\_\_ (Full Company Name & Address of **Substitute** Subcontractor)

**Name of Listed Sub**, as  
\_\_\_\_\_ (Full Company Name of **Listed** Subcontractor)

Subcontractor to provide the **work activity** work called for in the Bidding Documents and Contract Documents for the above named Project.

IN WITNESS WHEREOF, University and Contractor have executed this Consent to Substitution of Subcontractor as of the above date.

### CONTRACTOR:

By: \_\_\_\_\_  
\_\_\_\_\_ (Signature)  
\_\_\_\_\_  
\_\_\_\_\_ (Typed or Printed Name & Title)

### UNIVERSITY:

By: \_\_\_\_\_  
\_\_\_\_\_ (Signature)  
\_\_\_\_\_  
\_\_\_\_\_ (Typed or Printed Name & Title)

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*This document summarizes the Builder's Risk policy and is not intended to reflect all the terms, conditions, or exclusions of such policy as of the effective date of coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy.*

*Some Projects may be excluded and/or must be underwritten separately any may be subject to different rates, deductibles, and terms and conditions. (See page 13) Therefore, this document should be used as a guideline only.*

**INSURANCE COMPANY:** Allianz Global Risks U.S. Insurance Company

**BEST'S RATING:** A+

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

**INSURING AGREEMENT**

This Policy, subject to the Limit of Liability and the terms, conditions, and limitations contained herein or endorsed hereon, insures against all risks of direct physical loss of or direct physical damage to Insured Property while at the construction site, stored off-site, or in the course of transit within the Territorial Limits specified in the Schedule during the Period of Insurance of each Insured Project.

**LIMITS OF LIABILITY**

**SCHEDULE OF LIMITS**

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

**MASTER POLICY LIMITS**

\$150,000,000 per project, per occurrence  
\$ 25,000,000 per project, Joisted Masonry

**NOTE:** *This Limit of Liability will correspond with the Total Estimated Construction Cost as indicated on the original Builder's Risk Insurance Application. If the construction costs should increase, the Limit of Liability can be subsequently increased once prior notice has been given by the University's Representative to Aon Risk Insurance Services West, Inc..*

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**SUBLIMITS:**

1. \$5,000,000 for **Wood Frame Construction**
2. \$100,000 for **Pollution Cleanup Expenses**
3. 15% of the declared estimated Total Project Value, subject to a maximum of \$25,000,000 for **Demolition and Increased Cost of Construction**
4. 25% of the adjusted property damage loss, subject to a maximum of \$2,500,000 for **Expediting Expense/Extra Expense**
5. 10% of the declared estimated Total Project Value, subject to a maximum of \$10,000,000 for **Insured Property while Stored Off-site**
6. 10% of the declared estimated Total Project Value, subject to a maximum of \$10,000,000 for **Insured Property while in the Course of Inland Transit**
7. 25% of the declared estimated Total Project Value, subject to a maximum of \$25,000,000 for **Debris Removal**
8. \$500,000 for **Plans, Blueprints and Specifications**
9. \$500,000 for **Trees, Grass, Shrubbery, Seed and Plants**
10. 33% of the declared estimated Total Project Value subject to a maximum of \$50,000,000 for **Water Damage**. (Each Insured Project is also subject to a \$50,000,000 Annual Aggregate for Water Damage.)
11. 15% of the adjusted property damage loss, subject to a maximum of \$10,000,000 for **Green/LEED Rating System**
12. 10% of the adjusted property damage loss, subject to a maximum of \$50,000 for **Mold/Fungi**
13. 5% of the declared estimated Total Project Value, subject to a maximum of \$10,000,000 for additional **Architects, Engineering and Professional Fees**
14. \$100,000 for **Claims Preparation Expenses**
15. \$500,000 for **Fire Department Service Charges**

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**TERMS AND CONDITIONS**

**NAMED INSURED**

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

**ADDITIONAL INSUREDS**

General Contractors and subcontractors of every tier to the extent required by any contract or subcontract for an Insured Project, and then only as their respective interests may appear, any individual(s) or entity(ies) specified in such contract or subcontract, are recognized as Additional Insureds hereunder. As respects architects, engineers, manufacturers and suppliers, the foregoing is limited to their site activities only.

**ATTACHMENT/TERMINATION**

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement or in a Project Declaration Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2011 at 12:01AM and ends on September 1, 2014 at 12:01AM.

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

**NOTIFICATION OF COVERAGE/TERMINATION:** *The Certificate Period will correspond with the Estimated Dates of Commencement and Completion of Work as indicated on the original Builder's Risk Insurance Application. If construction is not completed on time and coverage beyond the Estimated Date of Completion of Work is required, prior notification must be given by the University Representative to Aon Insurance Services West, Inc.*

**DEDUCTIBLES**

\$25,000 for **All Other Perils** for Projects **over** \$2,500,000 at the time of the loss  
**except** Water Damage  
\$10,000 for **All Other Perils** for Projects **under** \$2,500,000 at the time of the loss  
**except** Water Damage  
\$100,000 for **Water Damage** for **all** projects

**NOTE:** *The contractor shall be responsible for the deductibles.*

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**EXCLUSIONS**

**PROPERTY EXCLUDED**

This Policy does not insure:

1. Land, but this exclusion does not apply to excavation and grading as long as the cost of the excavation and grading is included in the Limit of Liability as stated in the Certificate of Insurance.
2. Contractor's plant and equipment, machinery, tools, or property of similar nature not destined to become a permanent part of the Insured Project but this exclusion shall not apply to formwork, fences, shoring, falsework and temporary buildings as long as the value of these items are included in the estimated Limit of Liability as stated in the Certificate of Insurance.
3. Automobiles or other vehicles, watercraft or aircraft.
4. Water.
5. Accounts, bills, currency, deeds, securities, books, records, manuscripts, other similar papers, or data processing media.
6. Existing buildings or structures or any other existing property.
7. Owner supplied material, equipment, machinery and supplies, unless the value of such is included in the Limit of Liability as stated in the Certificate of Insurance.
8. Transmission and/or distribution lines; including wires, cables, poles, towers and all equipment attached thereto beyond 1,000 feet from the perimeter of the project site.
9. Partially or completely excavated or open trench, pipeline or workface, at any one time beyond 1,000 feet in length.

**EXCLUDED CAUSES OF LOSS**

1. Loss or damage caused by, or resulting from, wear and tear, moth, vermin, termites or other insects, inherent vice, latent defect, gradual deterioration, wet or dry rot and rust, corrosion, erosion or normal settling, shrinkage, and/or expansion of buildings and/or foundations.
2. Any loss of use or occupancy or consequential loss of any nature howsoever caused.
3. Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.
4. Hostile or warlike action.
5. Nuclear reaction, nuclear radiation, or radioactive contamination.



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6. Any cost or expenses incurred to test for, monitor, or assess the existence, concentration or effects of Fungi.
7. Loss or damage caused by or resulting from infidelity or dishonesty on the part of the Insured and/or any employee of the Insured; inventory shortage or unexplained disappearance.
8. Loss or damage caused by or resulting from frost, falling ice, or freezing, unless resulting directly from damage caused by fire, lightning, explosion, windstorm, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke.
9. Loss or damage caused by or resulting from the enforcement of any ordinance or law, or any order of governmental or municipal authority; by suspension, lapse, termination and/or cancellation of any license, lease, or permit, or any injunction or process of any court, unless otherwise endorsed herein.
10. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged, or threatened release, discharge, escape or dispersal of Contaminants and/or Pollutants.
11. Loss or damage to Insured Property while aboard any aircraft or watercraft.
12. The cost of making good faulty or defective workmanship, material, construction, designs, plans and/or specifications unless direct physical loss or direct physical damage not otherwise excluded under this policy ensues and then this Policy will cover such ensuing loss or damage only.
13. Loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of Electronic Data from any cause whatsoever.
14. Loss or damage to Used Equipment caused by mechanical and/or electrical breakdown.
15. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Land Movement.
16. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Flood.
17. Loss or damage covered under any guarantee or warranty, expressed or implied, by any manufacturer or supplier whether or not such manufacturer or supplier is an Insured under this policy.
18. Terrorism.
19. Loss or damage arising out of the performance of the professional activities of any consulting engineer, architect, or designer, or any person employed by them or any others whose acts they are legally liable for whether or not named as an Insured under this Policy.

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**SELECTED EXTENSIONS OF COVERAGE**

**1. EXPEDITING/EXTRA EXPENSES**

Subject to the stated sublimit, this Policy is extended to cover extra charges for overtime, night work, work on public holidays, the extra cost of rental construction equipment, express freight, including air freight all incurred solely:

- A. to facilitate the repair or replacement of the Insured Property which has sustained physical loss or physical damage from a peril insured, or;
- B. which are necessary to return the work on the Insured Property to the same schedule actually being observed immediately prior to the sustaining of physical loss or physical damage from a peril insured.

This Policy does not cover charges incurred to expedite work on parts of the Insured Property which have not sustained physical loss or physical damage.

**2. DEMOLITION AND INCREASED COST OF CONSTRUCTION**

- A. Subject to the stated sublimit, in the event of direct physical loss and/or direct physical damage by perils insured under this Policy, the Company shall also pay:
  - (i) The increased cost to repair, replace or re-erect the Insured Property caused by the enforcement of any building, zoning or land use ordinance or law in force at the time of loss. If the Insured Property is replaced, it must be intended for similar occupancy of the current Insured Property, unless otherwise required by zoning or land use ordinance or law.
  - (ii) The cost to demolish and clear the construction site of undamaged parts of the Insured Property caused by the enforcement of any building, zoning or land use law in force at the time of the loss.
- B. In no event, however, shall the Company be liable for costs associated with the enforcement of any ordinance or law which requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkali, toxic chemicals, liquids or gasses, waste materials or other irritants, any Contaminants and/or Pollutants.
- C. The Company shall not pay for the increased cost of construction until the Insured Property is actually repaired, replaced, or re-erected at the same construction site or elsewhere and as soon as reasonably possible after the loss or damage, not to exceed thirty (30) months.

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D. In no event, however, shall the Company pay more:

- (i) If the Insured Property is repaired, replaced or re-erected at the same construction site than the amount the insured actually spends to:
  - a) Demolish and clear the construction site; and
  - b) Repair, replace or re-erect the Insured Property but not for more than property of like height, floor area and style at the same construction site.
- (ii) If the Insured Property is not repaired, replaced, or re-erected at the same construction site than:
  - a) The amount the Insured actually spends to demolish and clear the construction site; and
  - b) The cost to replace, at the same construction site, the damaged or destroyed Insured Property with other property;
    - 1) of like kind and quality;
    - 2) of like height, floor area and style; and
    - 3) used for the same purpose.
- (iii) Than the stated sublimit of Demolition and Increased Cost of Construction.

**3. FIRE DEPARTMENT SERVICE CHARGES**

Subject to the stated sublimit, when property insured is destroyed or damaged by a peril insured, this Policy shall also pay for the cost of fire department service charges for which the Insured is liable, provided they are assumed by contract or written agreement prior to a loss or they are required by a local ordinance.

**4. PLANS, BLUEPRINTS, AND SPECIFICATIONS**

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to plans, blueprints or specifications by perils insured under this policy, this insurance shall also pay the costs of mechanical reproduction from originals stored off-site for plans, blueprints or specifications.

**5. TREES, GRASS, SHRUBBERY, SEED AND PLANTS**

Subject to the stated sublimit, this policy is extended to insure direct physical loss or direct physical damage to trees, grass, shrubbery, seed and plants caused by or resulting from fire, lightning, windstorm, hail, explosion, smoke, collision by aircraft or vehicle, riot, riot attending a strike or civil commotion, vandalism or malicious mischief.

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**6. DEBRIS REMOVAL**

Subject to the stated sublimit, in the event of direct physical loss or physical damage to Insured Property by perils insured under this policy, this insurance shall also pay the cost of removal of material and debris being a part of the Insured Property located at the construction site and the cost to demolish and clear the construction site of undamaged parts caused by the enforcement of any building, zoning or land use law in force at the time of the loss.

This Policy also covers cost or expense to:

- A. Extract Contaminants and/or Pollutants from the debris; or
- B. Extract Contaminants and/or Pollutants from land and/or water; or
- C. Remove, restore, or replace land and/or water made necessary due to the presence of Contaminants and/or Pollutants; or
- D. Remove or transport any property, material, or debris to a site for storage or decontamination required because the property, material, or debris is affected by Contaminants and/or Pollutants, whether or not such removal, transport, or decontamination is required by law or regulation.
- E. This sub-clause (Items A - D above), is subject to a sublimit for **Pollution Cleanup Expenses**.

It is a condition precedent to recovery under this clause, that the Company shall have paid, or agreed to pay for direct physical loss or direct physical damage to the Insured Property and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or the cost of cleanup no later than (12) twelve months after the date the original physical loss or physical damage occurred.

**7. ARCHITECT, ENGINEERING AND PROFESSIONAL FEES**

Subject to the stated sublimit, Architect, Engineering and Professional Fees shall mean the additional architectural and engineering expenses, excluding any costs for redesign or betterment, or owner's consultant service expenses, or owner's legal, appraisal, title and/or inspection fees incurred to facilitate repair or replacement of the Insured Property which has sustained physical loss or physical damage from an insured peril.

**8. GREEN/LEED**

Subject to the stated sublimit, in the event of a direct physical loss or direct physical damage not otherwise excluded in the policy to Insured Property by perils insured under the policy the Insurer shall also pay the reasonable additional cost, if any, incurred by the Insured to repair or replace such damaged or destroyed Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System.

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Coverage under this extension applies only if the Insured Project has been registered with the US Green Building Council during the Period of Insurance specified on the Certificate of Builder's Risk Insurance and prior to any loss, and only to the initial and intended building certification level that has been registered with the US Green Building Council, in accordance with the criteria outlined in order to comply with the requirements of the LEED Rating System existing at the time of the loss or damage to the Insured Project, which upon completion will undergo the process of being certified by the US Green Building Council.

The following exclusions and limitations apply to this coverage extension:

No coverage is provided under this extension:

- A. If no such products or materials exist at the time of the loss or damage; or
- B. If the Insured does not repair or replace the damaged or destroyed Insured Property.

In no event will the policy pay more than the lesser of the:

- A. The cost to repair; or
- B. The cost to replace;

the damaged Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System existing at the time of the loss or damage.

No coverage is provided under this extension of coverage for any of the following items:

- A. Re-registering the Insured project with the US Green Building Council.
- B. Failure to meet the registered LEED Building Rating certification level.
- C. Land and land values.
- D. Any additional cost incurred to comply with any law or ordinance.
- E. Personal property of others in the Insured's care, custody or control.
- F. Raw materials, stock-in-process and finished goods.
- G. Motor vehicles.
- H. Property located outside the Territorial Limits of the policy.

**9. CLAIMS PREPARATIONS EXPENSE**

Subject to the stated sublimit, this policy is extended to include reasonable expenses incurred by the Insured, or by the Insured's representatives for preparing the details of a claim resulting from a loss which would be payable under this policy. However, the Company shall not be liable for expenses incurred by the Insured in utilizing or retaining the services of attorneys, insurance agents or brokers; or any subsidiary, related or associated entities either partially or wholly owned by an attorney or public adjuster.

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**10. MOLD/FUNGI**

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, the insurance shall also pay, subject to the Limit of Liability and the terms, conditions, and limitations of this policy, the cost to clean up or remove Mold/Fungi from Insured Property located at the construction site.

Notwithstanding any terms or conditions, this policy does not insure any cost or expense incurred to test for, monitor, or assess the existence, concentration or effects of Mold/Fungi.

**SELECTED GENERAL CONDITIONS**

**1. REQUIREMENTS IN CASE OF LOSS**

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

- A. Give immediate notice to the insurance company;
- B. Protect the Insured Property from further loss or damage;
- C. Within ninety (90) days from the date of discovery of the loss or damage, the Named Insured shall render a statement to the Insurer signed and sworn to by the Named Insured stating the knowledge and belief of the Insured as to the time and cause of the loss or damage and the interest of the Insured and all others in the Insured Property;
- D. Exhibit to any person designated by the Insurer all that remains of the Insured Property.
- E. Coordinate and cooperate with investigation and/or inspection of property and provide documentation as requested by the insurance adjuster. Do NOT destroy or salvage damaged property unless authorized to do so by the insurance adjuster.
- F. Submit to examinations under oath by any person named by the Insurer and produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representative, and permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents shall be deemed to be a waiver of any defense which the Insurer might otherwise have with respect to any loss or claim; but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
- G. Subject to the Limit of Liability and the terms, conditions, and limitations of the policy, all adjusted losses shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of the satisfactory proof of interest and loss to the Insurer. No amount shall be paid on an adjusted loss or made good if the Insured has collected the same from others.

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**2. VALUATION**

Subject to the Limit of Liability, sublimits or Aggregate Limit of Liability, the Insurer shall not be liable beyond the cost to repair, replace, or re-erect the Insured Property at the time and place of loss, with materials of like kind and quality, less the cost of betterment, salvage, or other recovery including contractors reasonable profit and overhead in the proportion as that included in the original contract documents, or 15% profit and overhead, whichever is lesser. If the Insured Property is not replaced, then the loss shall be settled on the Actual Cash Value basis with proper deduction for depreciation, salvage or other recovery and exclusive of profit and overhead.

**3. PROTECTION OF PROPERTY**

In the case of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, it shall be lawful and necessary for the Insured, his or their factors, servants, or assigns, to sue, labor, and travel for in and about the defense, safeguard, and recovery of the Insured Property, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or Insurer, in recovering, saving, and preserving the Insured Property in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Insurer proportionately to the extent of their respective interests.

**4. OTHER INSURANCE**

This Policy shall not provide coverage to the extent of any other insurance, whether prior or subsequent hereto in date, and by whomsoever effected, directly or indirectly covering the same property against the same peril; and the Company shall be liable for direct physical loss or direct physical damage only for the excess value beyond the amount due from such other insurance, subject to the applicable Deductible.

**5. INSUREDS' REPRESENTATIVE**

The first Named Insured shall be the sole and irrevocable agent of each and every Insured for the purpose of:

- A. Payment of premium;
- B. Giving or receiving notice of cancellation;
- C. Requesting amendments to this policy and accepting amendments to the policy made by the Insurer.

**6. LOSS PAYABLE**

Loss, if any, shall be payable to the first Named Insured and/or its assigned designee.

**7. PARTIAL OCCUPANCY OR USE**

Notwithstanding anything to the contrary elsewhere in the policy, the Owner and/or tenants may occupy or use any completed or partially completed portion of the Insured Property, provided that the Insured warrants that all fire protection shall be in service and fully operational during such occupancy or use.

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**SELECTED DEFINITIONS**

The following terms have been defined in the Master Policy and will be applied in the interpretation of certain wording used herein or within the Master Policy.

**1. FLOOD:**

Flood shall mean the rising, overflowing or breaking of boundaries of rivers, lakes, streams, ponds or similar natural or man-made bodies of water, or from waves, tidal waves, tidal waters, wave wash, or spray from any of the foregoing, surface waters, rain accumulation run off, all whether driven by wind or not.

**2. CONTAMINANTS OR POLLUTANTS:**

Contaminants and/or Pollutants shall mean any material which after its release or discharge can cause or threaten damage to human health and/or human welfare, or causes or threatens damage, deterioration, loss of value, marketability and/or loss of use to Insured Property; including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and/or Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

**3. LAND MOVEMENT:**

Land Movement shall mean all land movement however caused, whether by natural event or man-made including but not limited to, earthquake, volcanic eruption, tsunami, subsidence, landslide, mudflow, or rockfall.

**4. OCCURRENCE:**

Occurrence shall mean any one loss, disaster, or casualty, or series of losses, disasters, or casualties arising out of one event. With respect to the perils of Water Damage, Flood, Land Movement, or riots, one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours.

The Insured may choose the time from which any such seventy-two (72) hour period shall be deemed to have commenced, provided it shall not be earlier than the time of the first loss sustained by the Insured during the Occurrence.

**5. WATER DAMAGE:**

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



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

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**PROJECTS EXCLUDED AND/OR MUST BE UNDERWRITTEN SEPARATELY. THESE PROJECTS MAY BE SUBJECT TO DIFFERENT RATES, DEDUCTIBLES, AND TERMS AND CONDITIONS.**

(A) Construction Cost exceeds:

- \$150 Million regardless of Construction Type
- \$5 Million for Wood Frame
- \$25 Million for Joisted Masonry
- \$50 Million for Structural Renovations

(B) Project involves:

- Construction occurring outside of the State of California
- Co-Generation Facility
- Stadium or arena
- Bridge
- Tunnel
- Excavations greater than 1,000 feet in length or 40 feet in depth
- Transmission and/or distribution lines extending greater than 1,000 feet in length from the perimeter project site including cable, telecom, wires, poles, towers, and electrical
- Directional Drilling
- Gas Turbine
- Power Plants
- Standalone Projects for Water or Sewer Pipelines, Cut and Cover, Open Trench, Utility Relocations, Central Utility Plants, Waste Water, or Water Treatment Facilities. Standalone projects means when the scope of work is not included in the estimated Construction Cost of a building project

(C) Project requires coverage for:

- Land Movement (e.g. Earthquake)
- Flood
- Terrorism
- Delay in Completion

**UNCONDITIONAL WAIVER AND RELEASE ON  
FINAL PAYMENT**

**NOTICE TO CLAIMANT:**

THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information:**

Name of Claimant: \_\_\_\_\_

Name of Customer: \_\_\_\_\_

Job Location: **SRC North Cooling Tower, Project No. 957448**

**University of California, Riverside, City of Riverside, County of Riverside**

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

**Unconditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

**Exceptions:**

This document does not affect the following: Disputed claims for extras in the amount of:

\$ \_\_\_\_\_ .

**Signature:**

Claimant's Signature & Date: \_\_\_\_\_

Claimant's Name & Title: \_\_\_\_\_

Prime Contractor's Application for Payment # \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE ON  
PROGRESS PAYMENT**

**NOTICE TO CLAIMANT:**

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

**Identifying Information:**

Name of Claimant: \_\_\_\_\_  
Name of Customer: \_\_\_\_\_  
Job Location: **SRC North Cooling Tower Replacement, Project No. 957448**  
**University of California, Riverside, City of Riverside, County of Riverside**  
Owner: **The Regents of the University of California**  
Through Date: \_\_\_\_\_

**Unconditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ \_\_\_\_\_

**Exceptions:**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature & Date: \_\_\_\_\_

Claimant's Name & Title: \_\_\_\_\_

Prime Contractor's Application for Payment # \_\_\_\_\_