

**ADDENDUM NO. 1**

**October 21, 2021**

**BIDDING AND CONTRACT DOCUMENTS**

**FOR**

**BATCHELOR HALL BUILDING SYSTEMS RENEWAL  
PROJECT NO. 950464  
CONTRACT NO. 950464-LF-2022-21**



The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers before the Bid Deadline.

**1. ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS**

**Replace** the Advertisement for Bids from Prequalified Contractors with the one issued in this Addendum.

**2. INFORMATION AVAILABLE TO BIDDERS**

**Replace** the Information Available to Bidders with the one issued in this Addendum. Change include the following:

- a) Batchelor Hall As-Built, dated 04/21/1967
- b) Add Basement 3D Scan, dated 6/24/2021

**3. EXHIBITS**

**Revise** Exhibit “Table of Contents” and replace with the one issued in this Addendum.  
**Add** Exhibit “Summary of Builders Risk Policy” issued in this Addendum.

**4. SPECIFICATIONS**

**Revise** Specification Table of Contents and replace with the one issued in this Addendum.  
**Revise** Specification “01 5300 Temporary Construction” and replace with the one issued in this Addendum.  
**Add** Specification “01 5639 Tree and Plant Protection”.

**5. REQUEST FOR INFORMATION**

RFI NO.	QUESTIONS & ANSWERS
1-1	<p><b>Question:</b> The elevator bidders are requesting a separate job walk that will allow for shutdown of the elevator and access to shaft spaces to review existing conditions. Can this walk be scheduled separately from the “open” project walk on October 14?</p> <p><b>Answer:</b> No, all job walks have concluded.</p>
1-3	<p><b>Question:</b> How will equipment and project warranties be executed for the project as required by Section 01 77 00? As new equipment is put in service will Owner accept warranty and obligation for service/maintenance for the specific equipment put in service?</p> <p><b>Answer:</b> Warranty period begins upon issuance of Substantial Completion. Pending the completion of each phase, if per wing, it would be possible to issue a Certificate of Substantial Completion for each phase/wing so long as that is an accurate representation of the work completed at that particular time.</p>
1-4	<p><b>Question:</b> Most of drawings do not show exact duct or pipe sizes, will you be issuing plans to reflect sizes on ductwork and piping on the floor plans?</p> <p><b>Answer:</b> Bid documents provide the main utilities and sizes, with the schedules indicating “runout” duct and pipe sizes required, along with diagrams indicating branch pipe sizes. Please see M703-M705 for schedules.</p>

1-5	<p><b>Question:</b> Do you have any duct cleaning requirement for any of the existing ductwork?</p> <p><b>Answer:</b> Ducts shall be cleaned per 20 05 05, 3.6. Where duct liner exists and cannot be physically removed it shall be encapsulated per 20 05 05, 3.3</p>
1-6	<p><b>Question:</b> Do you have any requirement for duct leakage testing? If yes for the duct leakage testing, will that be required on the existing ductwork too? If duct leakage testing is required for the existing ductwork, then insulation has to be removed and new insulation will be required.</p> <p><b>Answer:</b> Yes, duct air leakage testing is per 23 31 13-3.6 pertaining to high pressure duct work only (new or existing).</p>
1-7	<p><b>Question:</b> Are we required to install any Temporary cooling, would you give us an estimate of the size or sizes maybe required for temporary cooling?</p> <p><b>Answer:</b> Scope of work zones indicated on the drawings for each phase as noted, will be vacant with no active research or utilities required while that phase is under construction, other than room 2163 and Metabolomics as shown on the drawings. If the contractor determines by means and methods that other areas will be required to be taken out of service, temporary HVAC and utilities are required to provide a functional system, as determined and sized by the Contractors, per 01 51 00.</p>
1-8	<p><b>Question:</b> Large amount of ductwork will be welded stainless steel 316, but the specs did not list the type of finish for this stainless-steel welded ductwork. Will finish "2B" can be sufficient for this project?</p> <p><b>Answer:</b> There is no requirement for any specific exterior or interior finish on the stainless-steel ducting.</p>
1-9	<p><b>Question:</b> Did you guys want to modernize the inside of the elevator cab as well?</p> <p><b>Answer:</b> Provide new car enclosure per 14 22 10, 2.1.28. Car enclosure is to be understood as to include Cab interiors.</p>
1-10	<p><b>Question:</b> Please clarify if the traction machine is to be retained or replaced?</p> <p><b>Answer:</b> Per 14 22 10, 1.2.D: " All retained equipment shall be of equal condition and life span as of new equipment".</p>
1-11	<p><b>Question:</b> The spec calls for car riding lanterns and hall lanterns/Pi, we can install both but usually it's one or the other.</p> <p><b>Answer:</b> Provide as specified.</p>
1-12	<p><b>Question:</b> Cab Interiors were not included, is that still the case?</p> <p><b>Answer:</b> Provide new car enclosure per 14 22 10 2.1.28. Car enclosure is to be understood as to include Cab interiors.</p>
1-13	<p><b>Question:</b> Is the Bid bond required from both GC &amp; Sub?</p> <p><b>Answer:</b> For UCR's purposes no. Bid Bond is only required from the prime bidders; the Prequalified General Contractors. If the GC's bidding require this from the subcontractors that will be per their discretion and risk.</p>

1-15	<p><b>Question:</b> No Heating Hot Water Piping for VAV Boxes is shown on the drawings. Please advise.</p> <p><b>Answer:</b> Mechanical run-out piping, off of the floor branch piping, shall be provided as required to supply terminal unit heating, as/where applicable for the new installation.</p>
1-16	<p><b>Question:</b> No Piping is shown for Fan-Coil Units FCU-4 (dwg. M-101-A1), FCU-5 (dwg. M-101B), FCU-8 and FCU-9 (dwg. M-102-A2). Please advise.</p> <p><b>Answer:</b> Mechanical run-out piping, off of the floor branch piping, shall be provided as required to supply fan coil cooling, as/where applicable for the new installation.</p>
1-17	<p><b>Question:</b> We respectfully request that the RFI deadline be extended to 10/22/21 so that more subcontractors have an opportunity to review the bid documents and ask questions.</p> <p><b>Answer:</b> The RFI deadline will remain the same.</p>
1-30	<p><b>Question:</b> The spec called for new hoistway doors...</p> <p>A) What is the finish (painted vs. stainless)?</p> <p>B) Are frames and entrances retained or replaced?</p> <p>C) Is the car door also going to be replaced?</p> <p><b>Answer:</b> The hoistway doors to be brushed stainless steel. Hoistway entrance and door to be provided new per 14 22 00.</p>
1-34	<p><b>Question:</b> Which parking lots are available for workers to park in?</p> <p><b>Answer:</b> Contractor may purchase any of the currently available parking permits from Parking Services. Lot 13 Blue permits are available in bulk. Discounted permits for construction are available for construction parking near Linden and Canyon Crest.</p>
1-35	<p><b>Question:</b> It was mentioned at the job walk that parking permits are required even when parking within the fenced in area of the jobsite. Please confirm.</p> <p><b>Answer:</b> Laydown areas are for trailers, materials and storage. All vehicles parked on campus are required to have a physical or virtual parking permit, based on type. Any Red, Blue or vendor permit would be accepted inside the laydown area.</p>
1-42	<p><b>Question:</b> Confirm the GC is not responsible for moving faculty in and out of the rooms between phases.</p> <p><b>Answer:</b> Confirmed, that is the University's responsibility.</p>
1-43	<p><b>Question:</b> Please confirm that section 13 48 00 applies to Divisions 2-14 only. It appears the MEPFS divisions have their own requirements e.g. 20 05 48, etc.</p> <p><b>Answer:</b> Confirmed.</p>
1-77	<p><b>Question:</b> Does the plumbing scope of work has to be under the prequalified mechanical contractor? Or it can be separate bid direct to the prequalified GC?</p> <p><b>Answer:</b> Plumbing scope must be performed by a properly licensed subcontractor, there was no requirement for the plumbing scope to be prequalified.</p>

<p><b>1-87</b></p>	<p><b>Question:</b> At the job walk it was mentioned the design team has photos and a laser scan of the project. Can UCR make those available?</p> <p><b>Answer:</b> Yes. Link to the photos can be found in Information Available to Bidders. See Basement Scan file issued in this Addendum; documents provided in Information Available to Bidders are issued for convenience and are not part of the contract/bidding documents.</p>
<p><b>1-96</b></p>	<p><b>Question:</b> Can the laser scan of the basement and / or other floors of the building be provided to all proposers?</p> <p><b>Answer:</b> See RFI 1-87.</p>
<p><b>1-100</b></p>	<p><b>Question:</b> Please advise where construction personnel are to park for the duration of the project and at what cost?</p> <p><b>Answer:</b> See Question 1-34 &amp; 1-35. Visit <a href="https://transportation.ucr.edu/">https://transportation.ucr.edu/</a> for more information.</p>

**END OF ADDENDUM**

### ADVERTISEMENT FOR BIDS FROM PREQUALIFIED CONTRACTORS

Subject to conditions prescribed by the University of California, Riverside, sealed bids for a lump sum contract are invited from prequalified contractors for the following Project:

#### BATCHELOR HALL BUILDING SYSTEMS RENEWAL

PROJECT NO. 950464  
CONTRACT NO. 950464-LF-2022-21  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

The Batchelor Hall Building Systems Renewal project focuses on the replacement of the core building systems. The project scope breakdown includes: heating and cooling systems, ventilation systems, energy management systems, primary and emergency electrical systems, fire alarm and protection systems, de-ionized water and reverse osmosis systems, hazardous materials abatement, connection of building to standby generator, upgrade of existing elevator (alternate), Installation of fire sprinklers in corridors; ~~and placement of standby power panels on each level.~~ In order to allow occupancy and research in the building to continue during construction, the project will be divided into approximately four to five phases as will be determined by the University and described in the bidding documents.

Estimated construction cost: **\$23,000,000.00**

#### PREQUALIFIED CONTRACTORS

Only prequalified general contractors will be allowed to submit a Bid on this Project. The University has determined that the following contractors have been prequalified to bid on this Project for the prime contract:

2H Construction, Inc.  
Pinner Construction Co, Inc.  
Skanska USA Building, Inc.  
W.E. O'Neil Construction Co. of California

The successful Bidder must have the following State of California Contractor's license current and active at the time of submission of the Bid: **B, General Building.**

#### PREQUALIFIED SUBCONTRACTORS

Only prequalified subcontractors for mechanical and demolition/abatement will be allowed to submit a Bid to the prequalified general contractors, noted above, for those respective trades on this Project. All other applicable trades do not have a prequalification requirement and must also submit their bids to one or more of the prequalified general contractors. The University has determined that the following mechanical and demolition/abatement subcontractors have been prequalified to bid on this Project for those respective scopes:

##### Mechanical

ACCO Engineered Systems, Inc.  
Alpha Mechanical, Inc.  
Circulating Air, Inc.  
Los Angeles Air Conditioning, Inc.  
Pan-Pacific Mechanical  
PPC Air Conditioning, Inc.  
University Mechanical & Engineering Contractors, Inc.  
Xcel Mechanical Systems, Inc.

##### Demolition/Abatement

Environmental Construction Group  
GGG Demolition, Inc.  
Miller Environmental, Inc.  
Resource Environmental, Inc.

The successful prequalified bidder for these scopes must have the specified State of California Contractor's license current and active at the time of submission of the Bid:

**Mechanical Sub: C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING**

**Demo & Abatement: C21 - BUILDING MOVING, DEMOLITION and C22 - ASBESTOS ABATEMENT.**

**Bidding and Contract Documents** will be made available at **12:00 PM, on October 11, 2021**, and will be issued only from:

**A&I Reprographics**  
**Phone: 909-390-4839**  
<https://www.aandirepro.com/>

Each set of Bidding and Contract Documents will require a non-refundable payment to **A&I Reprographics**. If paying by check, make your checks payable to "**A&I Reprographics**." Bidding and Contract Documents will be mailed/shipped at the requestor's expense. A&I also provides an electronic download option.

### **PRE-BID CONFERENCE & SITE VISIT**

Bidders must attend a **mandatory** Pre-Bid Conference at **10:00 AM, on Tuesday, October 12, 2021**, via Zoom. Only prequalified General Contractors who participate in the Prequalification Conference will be allowed to bid on the Project as prime contractors. Prequalified mechanical and demolition/abatement subcontractors must also participate in the pre-bid conference. We encourage prequalified contractors to invite interested subcontractors to also attend this pre-bid conference. To obtain the meeting the Zoom Meeting ID, bidders must contact the Project's Contract Administrator, Betty Osuna, via email, at [betty.osuna@ucr.edu](mailto:betty.osuna@ucr.edu) and must use the project's number and name in the subject header to request the Zoom information. Any prequalified bidder who fails to sign the sign-in sheet will be precluded from bidding. The **site visits** are scheduled as follows: **October 13, 2021, 10:00 AM** for prequalified General Contractors only; **October 13, 2021, 1:30 PM** is for the prequalified subcontractors and GC's only; **October 14, 2021 10:00 AM** is open to all others. Attendees must purchase a parking permit at the Main Kiosk on Canyon Crest Drive or University Ave. Park in lot 13 and walk to Batchelor Hall, meet at the front building entrance.

For questions, please contact Betty Osuna at (951) 827-4590.

### **BID DEADLINE**

Sealed bids must be received on or before **2:00 PM, on ~~November 4, 2021~~ November 9, 2021**. Bids will be received only at:

Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92507

Immediately following the Bid Deadline, bids will be opened at the same location via Zoom. Please contact Betty Osuna for the Zoom link to observe the bid opening.

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

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

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

No contractor or subcontractor may be listed on a Bid for this project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded any portion of this project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
University of California, Riverside

Advertisement Dates: **October 8, 2021 & October 11, 2021**



## INFORMATION AVAILABLE TO BIDDERS

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

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

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

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

2. Reports:
  - A. Limited Asbestos Report, OMEGA Environmental, October 31, 2019, 153 pages.
  - B. Structural Calculations Backcheck, HDR, October 16, 2020, 311 pages
  - C. Preliminary Project Schedule, PCL Construction, November 13, 2019, 7 pages.
  - D. Phasing Plan-Under Construction, PCL, 7 pages.
  - E. Laydown Area
  - F. Multi-Vista Building Photos:
    1. Level 1 Photos, dated 08/15/2019
    2. Level 1 Photos, dated 08/16/2019
    3. Level 1 Photos, dated 09/04/2019
    4. Level 1 Photos, dated 09/16/2019
    5. Level 2 Photos, dated 08/15/2019
    6. Level 2 Photos, dated 08/16/2019
    7. Level 2 Photos, dated 08/19/2019
    8. Level 2 Photos, dated 08/28/2019
    9. Level 2 Photos, dated 09/16/2019
    10. Level 3 Photos, dated 08/15/2019
    11. Level 3 Photos, dated 08/16/2019

12. Level 3 Photos, dated 08/19/2019
13. Level 3 Photos, dated 08/22/2019
14. Level 3 Photos, dated 08/28/2019
15. Level 3 Photos, dated 09/05/2019
16. Level 3 Photos, dated 09/10/2019
17. Level 3 Photos, dated 09/16/2019
18. Level 4 Photos, dated 08/19/2019
19. Level 4 Photos, dated 08/28/2019
20. Level 4 Photos, dated 08/29/2019
21. Level 4 Photos, dated 09/16/2019 (*folder 1*)
22. Level 4 Photos, dated 09/16/2019 (*folder 2*)

For access to Multi-Vista photos, please click on the One Drive link below:

[https://o365ucr-my.sharepoint.com/:f/g/personal/ibetho\\_ucr\\_edu/EhOPBP3ibRJFDQ1me9PRyMBsiTFa6AFf0bROIoKhaeMg?e=0oNeFy](https://o365ucr-my.sharepoint.com/:f/g/personal/ibetho_ucr_edu/EhOPBP3ibRJFDQ1me9PRyMBsiTFa6AFf0bROIoKhaeMg?e=0oNeFy)

G. **As-Built Drawings:**  **905066 As Builts 04-21-67**

H. **Basement 3D Scan, dated 06/24/2021:**  **08-Basement 3D Scan**

- a) **To access Navisworks (NWD) file, please download Navisworks Freedom viewer (free) at:**

**[Navisworks 3D Viewer Free Download | Navisworks Freedom \(autodesk.com\)](#)**

END OF INFORMATION AVAILABLE TO BIDDERS

## **EXHIBITS**

### TABLE OF CONTENTS

Application for Payment

Certificate of Insurance

Certificate of Substantial Completion

Change Order

Change Order Request (with Cost Proposal Summary)

Claim Certification - General Contractor

Claim Certification - Subcontractor

Conditional Waiver and Release on Final Payment

Conditional Waiver and Release on Progress Payment

Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention

Field Order

Final Distribution of Contract Dollars

Final Inspection Acceptance

Payment Bond

Performance Bond

Report of Subcontractor Information

Selection of Retention Options

Self-Certification Form

Submittal Schedule

Substitution of Subcontractor – Indemnity Agreement and Consent

**Summary of Builder's Risk Insurance Policy**

Unconditional Waiver and Release on Final Payment

Unconditional Waiver and Release on Progress Payment

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

*This document summarizes the Builder's Risk policy and is not intended to reflect all the terms, conditions, or exclusions of such policy as of the effective date of coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy. The actual insurance policy defines all the terms, exclusions and conditions of coverage, and not this summary. Should any ambiguities or conflicts between the summary and policy exist, the policy terms and conditions will apply.*

*Some projects may be excluded and/or must be underwritten separately and may be subject to different rates, deductibles, and terms and conditions (see end of summary). **Therefore, this document should be used as a guideline only.***

**INSURANCE COMPANY:** Liberty Mutual Fire Insurance Company

**BEST'S RATING:** A XV

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

**INSURING AGREEMENT**

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

**LIMITS OF LIABILITY**

**SCHEDULE OF LIMITS**

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

**MASTER POLICY LIMITS, BY CONSTRUCTION CLASS**

\$150,000,000 per project, per occurrence; except,  
 \$ 25,000,000 per project, Joisted Masonry construction  
 \$ 10,000,000 per project, Wood Frame construction

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

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

**KEY SUBLIMITS (Per Occurrence unless otherwise stated):**

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

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

**TERMS AND CONDITIONS**

**NAMED INSURED**

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

**ADDITIONAL INSUREDS**

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

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

**ATTACHMENT/TERMINATION**

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2020 at 12:01AM and ends on September 1, 2023 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 Coverage Period specified in the Confirmation of Coverage.

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

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

**DEDUCTIBLES**

(Basis for determining deductible is the total project contract value for all construction phases, estimated through project completion.)

Deductible	All Other Perils	Water Damage
\$10,000	<ul style="list-style-type: none"> <li>• All ≤\$1,000,000 projects</li> <li>• &gt;\$1,000,000 and ≤\$25,000,000 Fire Resistive, Non-Combustible, Masonry Non- Combustible and Joisted Masonry projects</li> <li>• All Job Order Contracts (JOCs)</li> <li>• All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects</li> </ul>	<ul style="list-style-type: none"> <li>• All ≤\$1,000,000 projects</li> <li>• All Job Order Contracts (JOCs)</li> <li>• All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects</li> </ul>
\$25,000	<ul style="list-style-type: none"> <li>• All projects &gt;\$25,000,000</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;\$1,000,000 and ≤\$25,000,000 Fire Resistive, Non-Combustible, Masonry Non-Combustible and Joisted Masonry projects</li> </ul>
\$50,000	<ul style="list-style-type: none"> <li>• Wood Frame projects &gt;\$1,000,000 and ≤\$10,000,000</li> </ul>	<ul style="list-style-type: none"> <li>• All projects &gt;\$25,000,000 and ≤\$50,000,000</li> </ul>
\$75,000		<ul style="list-style-type: none"> <li>• All projects &gt;\$50,000,000 and ≤\$150,000,000</li> </ul>
\$100,000		<ul style="list-style-type: none"> <li>• Wood Frame projects &gt;\$1,000,000 and ≤\$10,000,000</li> </ul>

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

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

**KEY EXCLUSIONS**

**KEY PROPERTY NOT COVERED**

Covered property does not include:

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



**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
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**KEY EXCLUDED CAUSES OF LOSS**

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

**a. Governmental Action**

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

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

**b. Nuclear Hazard**

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

**c. Ordinance or Law**

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

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

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

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

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

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**d. War and Military Action**

War and military action, meaning:

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

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

**a. Consequential Loss**

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

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

**b. Cracking and Settling**

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

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

**c. Disappearance or Shortage**

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

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**d. Dishonest Acts**

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

This exclusion does not apply to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**h. Fines or Penalties**

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

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

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

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

This exclusion does not apply:

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

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**j. Pollutants**

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

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

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

**k. Landscaping Materials**

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

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

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

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

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

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

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

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**SELECT EXTENSIONS OF COVERAGE**

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

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

(1) Expediting expenses, including:

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

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

(c) Extra costs of rental equipment;

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

(2) Owner's Extra Expense; and

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

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

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

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

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

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

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

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

- b. We will not pay under this Ordinance or Law Coverage Extension for:

- (1) Costs associated with the enforcement of any ordinance or law which required any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants, fungus, wet rot, dry rot or bacteria;
- (2) Enforcement of any ordinance or law which required the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria; or
- (3) Costs to comply with any ordinance or law that was required to be complied with in the absence of the loss or damage.

**3. Preservation of Property Protection Expense**

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

The Insured must keep a record of the expenses incurred.

No Deductible applies to this Coverage Extension.

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

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

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

**5. Crane Re-Erection Expense**

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

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

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

**7. Debris Removal**

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

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

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

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

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



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

**8. Design Professional Fees**

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

**9. Claims Preparation Expense**

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

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

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

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

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

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

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

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

**11. Governmental Authority Protection Service Charges**

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

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

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

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

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No Deductible applies to this Coverage Extension.

**12. Fire Protection Equipment Refills**

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

**13. Pollutant Clean-Up and Decontamination**

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

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

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

**14. Prevention of Access**

Civil Authority / Ingress or Egress

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

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Civil Authority

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

Ingress or Egress Coverage

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

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**SELECTED GENERAL CONDITIONS**

**1. REQUIREMENTS IN CASE OF LOSS**

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

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

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**2. VALUATION**

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

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

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

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

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

**3. INCREASED HAZARD**

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

**4. OTHER INSURANCE**

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

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

**5. PERMISSION TO OCCUPY IS GRANTED**

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**SELECTED DEFINITIONS**

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

**1. FLOOD:**

Flood means:

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

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

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

**2. POLLUTANTS:**

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

**3. EARTH MOVEMENT:**

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

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



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**4. OCCURRENCE:**

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

Unless otherwise amended by an endorsement attached to this Policy:

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

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

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

**5. WATER DAMAGE:**

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

**6. TESTING:**

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

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

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

**EXCLUDED PROJECT TYPES**

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

<ul style="list-style-type: none"> <li>• Wood Frame construction where the values are estimated to exceed \$10,000,000 by project completion date</li> </ul>
<ul style="list-style-type: none"> <li>• Joisted Masonry construction where values are estimated to exceed \$25,000,000 by project completion date</li> </ul>
<ul style="list-style-type: none"> <li>• Any Fire Resistive; Non-Combustible; or Masonry Non-Combustible construction where the values are estimated to exceed \$100,000,000 by project completion date</li> </ul>
<ul style="list-style-type: none"> <li>• Structural / Seismic Renovation construction where the values are estimated to exceed \$50,000,000 by project completion date</li> </ul>
<ul style="list-style-type: none"> <li>• Power generation, Utility plants, Co-Generation facilities, Waste water and Waste treatment facilities, etc.</li> </ul>
<ul style="list-style-type: none"> <li>• Stadiums</li> </ul>
<ul style="list-style-type: none"> <li>• Bridges</li> </ul>
<ul style="list-style-type: none"> <li>• Cleanroom construction (both new and renovation) of any size</li> </ul>
<ul style="list-style-type: none"> <li>• Directional drilling</li> </ul>
<ul style="list-style-type: none"> <li>• Gas turbines</li> </ul>
<ul style="list-style-type: none"> <li>• Any project involving prototypical design or the use of unproven technology</li> </ul>
<ul style="list-style-type: none"> <li>• Any project with hot-testing where the values are estimated to exceed \$100,000,000 by project completion date</li> </ul>
<ul style="list-style-type: none"> <li>• Projects with any other Construction Type, beyond Fire Resistive; Non-Combustible; Masonry Non-Combustible; Joisted Masonry; or Wood Frame, that are constructed of non-combustible materials or fire-resistive materials having a fire resistant rating of less than two hours</li> </ul>

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**SECTION 01 53 00**  
**TEMPORARY CONSTRUCTION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes:
1. Temporary Stairs, Scaffold, and Runways
  2. Trenching and Shoring – Not Used
  3. Temporary Bridges – Not Used
  4. Temporary Decking – Not Used
  5. Temporary Overpasses – Not Used
  6. Temporary Ramps – Not Used
  7. Temporary Runarounds – Not Used

**1.2 TEMPORARY STAIRS, SCAFFOLD, AND RUNWAYS**

- A. Provide all scaffolds, stairs, hoist plant, runways, platforms, and similar temporary construction as may be necessary for the performance of the Contract. Such facilities shall be of the type and arrangement as required for their specific use, substantially constructed throughout and strongly supported, well secured and complying with all applicable rules and regulations of the Industrial Accident Commission of the State of California and all applicable laws and ordinances. Refer to Section 01 4100, Regulatory Requirements.

**B. Contractor to provide all stair scaffolding for roof access during construction.**

- C. Arrange for construction equipment access to areas which may be partly blocked by existing obstructions.

**1.3 TRENCHING AND SHORING – NOT USED**

**1.4 TEMPORARY BRIDGES – NOT USED**

**1.5 TEMPORARY DECKING – NOT USED**

**1.6 TEMPORARY OVERPASSES – NOT USED**

**1.7 TEMPORARY RAMPS – NOT USED**

**1.8 TEMPORARY RUNAROUNDS – NOT USED**

**PART 2 - PRODUCTS – (NOT USED)**

**PART 3 - EXECUTION – (NOT USED)**

**END OF SECTION**

## SECTION 01 5639 TREE AND PLANT PROTECTION

### PART 1 – GENERAL

#### 1.1. SUMMARY

A. Provide all labor, materials, equipment, tools, services and miscellaneous and incidental work to provide all tree and plant protection as indicated on the drawings and as specified including:

1. Quality Assurance.
2. Job Conditions.
3. Guarantee.
4. Protection of Trees and Plants: Protection and welfare of all existing trees and plants within and adjacent to the Contract Limits which are noted to remain, including trimming, cabling, and repair of such and plants as necessary on the Drawings and as specified.
5. Trimming of Trees.
6. Irrigation System: Protection of any existing irrigation system servicing trees and plants to remain.
7. Repair Compensation.
8. Maintenance: Contractor shall submit tree maintenance plan for University's Representative approval.

B. Definitions

1. "Injury" is defined, without limitation, as any bruising, scarring, tearing, or breaking of roots, branches, or trunk.
2. "Drip line" is defined as the outermost limits of the tree canopy.

#### 1.2. QUALITY ASSURANCE

- A. General Responsibility: The Contractor shall be directly responsible for protection and welfare of existing trees and plants within the Contract Limits which are noted to remain. This responsibility shall continue throughout the full construction period until the entire project is completed and accepted by the University's Representative and through completion of the guarantee period. Completely coordinate with all work.
- B. Qualifications of workmen: Trimming shall be performed only by a licensed arborist. Provide at least one person approved by the University's Representative who shall be present at all times during tree protection and trimming operations, who shall be thoroughly familiar with the type of work involved, and who shall direct all protection and trimming work.
- C. Reference Standards: Published specifications, standards, tests, or recommended methods of trade, industry, or governmental organizations apply to work of this section.
- D. International Society of Arboriculture (ISA) "Guide for Establishing Values of Trees and Other Plants," prepared by the Council of Tree and Landscape Appraisers (CTLA).

- E. "Cabling, Bracing and Guying Standards for Shade Trees", as published by the National Arborist Association (NAA), 174 RT 101, Bedford, New Hampshire, 03102.
- 1.3. JOB CONDITIONS
- A. Prior to performing any work of this Contract, Contractor shall call for a site meeting with the University's Representative and University's Representative's Consultant. This meeting shall occur prior to construction of any nature on site. The purpose of the meeting shall be to establish the conditions of all existing trees to be preserved or relocated upon receipt of the site by the Contractor. Failure to call for said meeting implies acceptance by the Contractor of trees to be preserved in their existing condition.
  - B. Sequencing Schedule: Coordinate and cooperate with other trades to enable the work to proceed as rapidly and efficiently as possible.
- 1.4. GUARANTEE
- A. Contractor shall guarantee that all plants covered by the provisions of this Section will be healthy and in flourishing condition of active growth 1 year from the date of Final Completion.
  - B. During the warranty period the Contractor shall be liable for damages to all trees covered by the provisions of this Section and shall pay compensation to the University.
  - C. Contractor will not be held responsible for failures due to neglect by the University, vandalism, etc., during the warranty period. Report such conditions to the University's Representative.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 PROTECTION OF TREES AND PLANTS

- A. Water: Provide ample water supply of potable quality and sufficient quantity for all operations required under this Section.
- B. The existing trees to be preserved presently are in excellent condition. Trees and plants shall not be allowed to deteriorate and shall be maintained in a healthy and vigorous condition during the course of construction and maintenance period.
- C. During the course of construction, the Contractor shall take all necessary precautions, as outlined herein, to protect the existing trees to be preserved from injury or death. Protection shall be given to the roots, trunk, and foliage of all existing trees to remain.
- D. Trees and plants, subject to the provisions of this Section, which have been injured shall be repaired immediately by an approved, certified arborist. Repair shall include removal of rough edges and sprung bark and severely injured branches as directed by the University's Representative.
- E. Tree protection fencing shall be installed for the protection of existing trees to be preserved. No construction, demolition, or work of any nature will be allowed within the fenced area without prior written approval by the University's Representative.
  - 1. Tree Protection Fence: 8-foot high chain link fence, sturdy and capable of acting as a barrier against objects, vehicles, etc., and designed so as to allow for relocations as required and shall have gate access to inside for care of tree. It shall be continuously maintained and repaired as necessary. Metal shall be galvanized.
  - 2. Install tree protection fencing around trees to be preserved at a distance required from the base of the trunk to the drip line of the tree. Fencing shall remain until landscape

work has commenced, and it shall then be removed as directed by the University's Representative.

3. During the course of construction, relocation of the fence may be required to facilitate construction. The Contractor shall do so as directed by the University's Representative at no additional expense to the University.
  4. Approval by the University's Representative for work within the fenced area shall not release the Contractor from any of the provisions specified herein for the protection of existing trees and plants to be preserved.
  5. During the course of construction of approved work within the fenced area, no roots larger than two inches in diameter shall be cut without prior written approval by the University's Representative.
- F. During construction the existing site surface drainage patterns shall not be altered within the area of drip line.
- G. Contractor shall not alter the existing water table within area of drip line.
- H. Take necessary measures to maintain healthy living conditions for existing trees and plants to be preserved. Such measures shall include but not be limited to periodic washing of leaves for the removal of dust, irrigation, etc.
- I. Do not permit the following within drip line of any existing tree to be preserved.
1. Storage or parking of automobiles or other vehicles.
  2. Stockpiling of building materials or refuse of excavated materials.
  3. Skinning or bruising of bark.
  4. Use of trees as support posts, power poles, or signposts; anchorage for ropes, guy wires, or power lines; or other similar functions.
  5. Dumping of poisonous materials on or around trees and roots. Such material includes but is not limited to paint, petroleum products, contaminated water, or other deleterious materials.
  6. Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches, and other miscellaneous excavation without prior written approval by the University's Representative.
  7. Damage to trunk, limbs, or foliage caused by maneuvering vehicles or stacking material or equipment too close to the tree.
  8. Compaction of the root area by movement of trucks or grading machines; storage of equipment, gravel, earth fill, or construction supplies; etc.
  9. Excessive water or heat from equipment, utility line construction, or burning of trash under or near shrubs or trees.
  10. Damage to root system from flooding, erosion, and excessive wetting and drying resulting from dewatering and other operations.
- J. Excavation Around Trees and Plants:
1. Excavation within drip lines of trees and plants shall be done only where absolutely necessary.
  2. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging. Main lateral roots and taproots shall not be cut. Smaller roots that interfere with installation of new work may be cut with prior approval.
  3. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If large, main lateral roots are encountered, they shall be exposed beyond excavation limits as required to bend and relocate without breaking. If encountered immediately adjacent to location or new

construction and relocation is not practical, roots shall be cut approximately 6 inches back from new construction.

4. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be packed with wet peat moss or four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill. The cover over the roots shall be wetted to the point of runoff daily.
5. Branching structure shall be thinned in accordance with NAA "Pruning Standards and Practices" to balance loss to root system. Thinning shall not exceed 30 percent of existing branching structure.

### 3.2 TRIMMING OF TREES

- A. In company with the University's Representative and registered arborist ascertain the limbs and roots which are to be trimmed, and clearly mark them to designate the approved point of cutting.
- B. A consulting arborist, registered by the American Society of Consulting Arborists (ASCA), shall be engaged to direct removal of branches from trees and large shrubs which are to remain if required to clear for new construction.
- C. Dead and damaged trees that are determined by the University's Representative and arborist to be incapable of restoration to normal growth pattern shall be removed.
- D. Cut evenly, using proper tools and skilled workmen, to achieve neat severance with the least possible damage to the tree.
- E. In the case of root cuts, apply wet burlap or other protection, approved as noted herein, to prevent drying out, and maintain in a wet condition as long as necessary for temporary protection.

### 3.3 IRRIGATION SYSTEM

- A. Protect the existing, temporary irrigation system from damage. Conduct weekly inspections throughout the term of the project to test the irrigation system timers, lines and spray heads and make any repairs and or improvements as necessary to maintain the health of the existing grass and trees. Restore all grass, trees and landscape to its original state as approved and directed by the University Representative. Contractor shall remove any and all trash, debris, tumbleweeds, etc., which may accumulate within the protected areas of the existing landscape within the laydown area.
- B. Contractor to provide regular lawn mowing and edging of all protected areas inside construction fencing every two weeks.

### 3.4 REPAIR COMPENSATION

- A. Damage to existing tree crowns or roots over 1-inch in diameter shall be immediately reported to University's Representative in writing, and, at the direction of the University's Representative, repaired immediately at the Contractor's expense by an approved certified arborist.
- B. A certified arborist shall direct repair of trees damaged by construction operations. Repairs shall be made promptly after damage occurs to prevent progressive deterioration of damaged trees.
- C. Any tree to remain which is damaged or destroyed owing to the Contractor's negligence or failure to provide adequate protection shall be compensated for in accordance with the following schedule of values using "tree caliper" method (greatest trunk diameter, measured 18 inches above ground):

1. For trees and shrubs with diameters up to and including 6 inches, compensation shall be the actual cost of replacement with item similar in species, size, and shape, including:
  - a. Actual cost of item boxed out of ground.
  - b. Transportation or delivery of boxed item to site.
  - c. Planting and staking.
  - d. Maintenance, including watering, fertilizing, pruning, pest control, and other care to bring replacement to same general condition of original item.
2. For trunks up to:
 

7".....	\$1,500
8".....	\$2,000
9".....	\$2,500
10".....	\$3,000
11".....	\$3,500
12".....	\$4,000
13".....	\$4,500
14".....	\$5,000
15".....	\$5,500
16".....	\$6,000
17".....	\$6,500
18" and over, add for each caliper inch.....	\$ 700

D. Damaged tree limbs or trees which have died as a result of injury during construction shall remain the property of the University and shall remain or be removed by the Contractor as directed by the University's Representative.

**3.5 MAINTENANCE**

- A. Contractor shall be responsible to perform periodic inspections of existing trees to be preserved and submit written proposals to the University's Representative for additional maintenance work as may be required to ensure the health and general well-being of the trees. Contractor shall retain, at the direction of the University's Representative additional specialists as may be required to perform this work.
- B. Root Hormone: Apply as follows:
  1. Construct tree basins at rims or outer edge of the tree box so that applied water will remain on top of the root-ball.
  2. Apply root hormone at the rate of 2 ounces of root hormone dissolved in a 2-gallon bucket of water, poured on top of the root-ball and contained thereon by the basin rims. Immediately after root hormone application, fill the tree basin with water and allow it to settle within the soil. Repeat application, fill the tree basin with water and allow it to settle within the soil. Repeat application of water twice.
- C. Mulching: Trees shall be mulched with 1-inch nitrolized fir bark immediately after completion of the root hormone application and its irrigation into the rootball.
- D. Irrigation: During construction the existing trees to be preserved shall, at the direction of the University's Representative, be given deep watering (be irrigated). Quantities and lengths of time are variable and shall depend upon seasonal rainfall.

END OF SECTION