

VOLUME 4 PART I

CHAPTER 4

PREPARING INDIVIDUAL DOCUMENTS

INTRODUCTION

This chapter describes the individual construction documents within the approved contract types and gives requirements for document preparation. After selecting the type of construction documents (see [II:3](#)), use the information in this chapter along with the Cover Sheets and Instructions preceding each document in Part II to prepare the individual documents.

The Long Form, Brief Form, Mini Form, CM at Risk Form, CM/Multiple Prime Form and Design-Build Form have been approved for content by the Office of the President and for form (legal matters) by the Office of the General Counsel. If project conditions require a variation from the approved forms, the construction documents must be modified (see [II:5](#))

Please note that the links to the below documents will go to the Long Form.

4.1 COVER SHEETS AND INSTRUCTIONS

While this chapter provides some information on preparing the individual construction documents, the Cover Sheets and Instructions in Part II provide more detailed, step-by-step instructions on completing and modifying the documents.

Each model for each type of construction documents in is preceded by its own Cover Sheet and Instructions. Each Cover Sheet begins with a table indicating the following:

- The purpose of the document.
- Cross-references to the Facilities Manual.
- A description of the document's contents.
- The document's applicability to a particular form of contract, e.g., Long Form.
- The type of information required for document completion.
- An indication whether the document's use is required or optional.

Below the table are two or three sections, as applicable: "Completion Instructions," "Modifications and Additions," and "Comments."

The Modifications and Additions instructions are listed by subject, e.g., "Phased Construction," and often provide sample text. The subject categories in the Modifications and Additions section match those used in [II:5](#).

4.2 GENERAL PREPARATION INSTRUCTIONS

Most individual construction documents contain self-explanatory text. Additional text within parentheses may provide completion information or indicate specific words or figures that are to be inserted. Informational text should be deleted from the documents before they are issued.

Each document page contains the following identification at the bottom:

- Date of issue
- Revision number
- Computer diskette file name (e.g., LF:AGRMT)
- Page number
- Document title

Most of the construction documents are issued as bound sets, normally 8 1/2 by 11 inches in size; the Drawings are bound separately.

Notarization on behalf of the University is not required for most documents; the Notice of Completion, however, requires notarization of the University's signature but does not require a signature by the contractor. Notarization of the contractor's signature or that of its surety is required on certain other documents.

There is no University policy on charging a deposit when issuing sets of construction documents; this procedure should be determined locally as circumstances dictate.

4.3 INTRODUCTORY PAGES

The introductory pages of the construction documents identify the project and its location, inform bidders of the person or entity that prepared the bidding documents, and identify the bidding documents in a table of contents.

4.3.1 Cover Page

The Cover Page identifies the project by name and number and identifies the Facility undertaking the project. The bidding documents' issue date is also shown on the Cover Page.

4.3.2 Certification

The Certification page indicates who prepared the bidding documents and is signed and stamped by an architect or engineer registered in California.

4.3.3 Table of Contents

The Table of Contents lists all documents included in the construction documents.

4.4 BID SOLICITATION

There are three methods of bid solicitation (see [II:3.2](#), [FM5II:5.1](#), [FM5II:5.2](#)).

4.4.1 Request for Bid

The Request for Bid is used only with the Mini Form for informal bidding. It is used to solicit bids from selected contractors, and specifies the place of bid submission, the bid deadline, the project name and number, and a description of the work.

4.4.2 Advertisement for Bids

The [Public Contract Code, Section 10502](#), requires The Regents to provide public notice of construction projects to bidders (see [FM5II:5.1](#)). The Public Contract Code requires the notice to state the time and place for receiving and opening sealed bids, to describe in general terms the work to be done, and to describe the bidding mode. The Advertisement for Bids meets these requirements. When using the Design-Build Form the comparable document is the Request for Proposals.

4.4.3 Project Directory

The Project Directory provides bidders with contact names, addresses, and telephone numbers of those persons affiliated with the project.

4.5 BIDDING REQUIREMENTS

Bidding requirements explain the procedures that bidders must follow to prepare and submit responsive bids (see [FM5II:7.1](#)).

4.5.1 Instructions to Bidders

The Instructions to Bidders is a core document and, therefore, may not be changed by the Facility. Additions to, or modifications of, the Instructions to Bidders are made in the Supplementary Instructions to Bidders (see [II:4.5.2](#)). Together with the Supplementary Instructions to Bidders, the Instructions to Bidders explain the procedures that bidders must follow to prepare and submit responsive bids.

Bid Security. [Long Form, Instructions to Bidders](#), Paragraph 5.2, stipulates that bid security in the form of either a Bid Bond (see [II:4.5.5](#)) or a certified check and in the amount of 10 percent of the lump-sum base bid must be submitted by the contractor along with the bid. Bid security serves as a guarantee of the difference between the amount of any defaulted bid and the larger amount for which the Facility may procure the work, up to the amount of the required bid security.

The Regents have authorized the President to set requirements for Bid Bonds or other forms of bid security. The President has determined that projects with estimated contract sums of \$50,000 or more require a Bid Bond or other acceptable form of bid security.

Contractor's License. [Long Form, Instructions to Bidders, Subparagraph 2.1.4](#), notifies the bidders of the California Contractor's State License Board requirements. By submitting a bid, each bidder represents that the licensing requirements of that board have been met. If there is doubt about the validity of a bidder's license or if a protest is made regarding a bidder's license, contact the Contractor's State License Board for a determination of whether the bidder's license is both current and appropriate for the work. The board will also rule on any disputes or protests regarding specialty contractors bidding on or performing prime contract work.

Irrevocable Bid Period. Any bid received for the erection, construction, alteration, repair, or improvement of any University structure, building, road, or other improvement shall be irrevocable for a period of days or such other period as the Facility may establish in its bidding documents. [Long Form, Instructions to Bidders, Subparagraph 5.4.4](#), establishes the 60-day period, which is to commence at the date and time specified for the opening of bids. The University may consent to a bid's withdrawal during the 60-day time period for an excusable mistake that meets the conditions listed in [FM5\[I\]:6.2.3](#). Should the University choose a different irrevocable bid period, the construction documents must be modified (see [\[I\]:5.4.13](#)).

4.5.2 Supplementary Instructions to Bidders

The Supplementary Instructions to Bidders allows the Instructions to Bidders to remain an unchanged core document for each project. Additions to or modifications of the Instructions to Bidders are made in the Supplementary Instructions to Bidders. Together, these documents explain the procedures that bidders must follow to prepare and submit responsive bids (see [FM5\[I\]:7.1](#)).

Every construction contract over \$50,000 shall contain in the Supplementary Instructions to Bidders the 1) daily rate of liquidated damages for each day of unexcused delay in achieving Substantial Completion and 2) a reduced rate of liquidated damages for each day of unexcused day in achieving Final Completion unless an exception is authorized in writing by the Office of the President. Such exceptions shall be granted only in extraordinary circumstances and only in the case of a unique project.

4.5.3 Information Available to Bidders

The Information Available to Bidders provides, a list of such items as geotechnical data, and notice of other contracts being performed at or near the project site. This list is adapted by the Facility to suit the project. The Information Available to Bidders should include all documents available that indicate the information the University has concerning the physical conditions at the site. The bidder may rely on the description of such physical conditions.

4.5.4 Bid Form

The Bid Form states the major conditions and undertakings related to the contract, which the bidder acknowledges when submitting the Bid Form. The bid, if accepted, is the basis of the Agreement (see [II:4.6.1](#)).

Addenda. When addenda modify the Bid Form, the Bid Form must be reissued in its entirety, on paper of a different color. The revision or reissue date must be noted on each sheet of the revised Bid Form. (See [II:4.6.8](#) for more information on addenda.)

List of Subcontractors and List of Changes in Subcontractors Due to Alternates. The requirements for listing subcontractors in the Bid Form are provided in the [Public Contract Code, Section 4100](#), which is also known as the Subletting and Subcontracting Fair Practices Act. Although the University is not specifically addressed in the act, The Regents follow these requirements. The Bid Form, Article 9.0, "List of Subcontractors," and Article 10.0, "List of Changes in Subcontractors Due to Alternates," are completed by the bidder when submitting a bid.

Unit Prices. When the design professional is uncertain about quantities required to complete the project, the base bid may contain some, or consist wholly of, unit-price items. Approximate quantities are stated in the Bid Form, Article 5.0. Any lump-sum calculated only for bid comparison purposes is derived by multiplying the unit prices and the estimated quantities provided in the Bid Form. (See [II:1.5.3](#) and [II:5.4.22](#) for more information on unit prices.)

4.5.5 Bid Bond

The Long Form, Instructions to Bidders, Article 5, and the Short Form, Instructions to Bidders, Article 5, require that bid security be in the form of either a Bid Bond or a certified check. If a Bid Bond is submitted, the bidder must use the Bid Bond form, and an executed copy of the Bid Bond must accompany the completed Bid Form at the time the bid is submitted. Bid Bonds are not required for contracts with contract sums of less than \$50,000.

The amount of bid security shall not be less than 10 percent of the lump-sum base bid.

4.6 CONTRACT DOCUMENTS

Contract documents are those construction documents containing legally enforceable requirements that become part of the contract when the Agreement is signed.

4.6.1 Agreement

The Agreement is the controlling legal document in the contract documents; once it is signed (executed), it and all contract documents listed within it become legally binding to the University and the contractor.

Blank spaces in the Agreement are initially left blank when the Agreement is issued as a bidding document. After a lowest responsive and responsible bidder has been selected, the Facility completes a portion of the Agreement and requests that the bidder complete the balance of the Agreement, sign it, and return it along with other documents and information. When the Facility determines that the signed Agreement and other documents are acceptable, the University signs the Agreement (executes the contract) and awards the contract to the bidder. (See [FM5\[I\]:8](#) for contract execution and award procedures.)

Every construction contract over \$50,000 shall contain a provision in the Agreement stipulating that for each day of unexcused delay in achieving Substantial Completion (and after Substantial Completion, for each day unexcused delay in achieving Final Completion, a reduced rate for each day of unexcused delay in achieving Final Completion), the contractor shall pay as pay to The Regents, as liquidated damages, a specified sum of money to be deducted from any payments due or to become due to the contractor unless an exception is authorized in writing by the Office of the President. Such exceptions shall be granted only in extraordinary circumstances and only in the case of a unique project.

4.6.2 General Conditions

The General Conditions is a core document and, therefore, may not be changed by the Facility. Additions to, or modifications of, the General Conditions are made in the Supplementary Conditions after approval by the Office of the President (see [\[I\]:4.6.3](#)). Together with the Supplementary Conditions, the General Conditions spells out in detail the terms and conditions of the contract.

4.6.3 Supplementary Conditions

The Supplementary Conditions allows the General Conditions to remain an unchanged core document for each project. Additions to, or modifications of, the General Conditions are made in the Supplementary Conditions after approval by the Office of the President. Together, these documents spell out in detail the terms and conditions of the contract.

Every construction contract over \$25,000 shall contain in the Supplementary Conditions an estimate of the number of rain days (by year or by month) that will prevent work on the critical path of the project.

4.6.4 Exhibits

References:

"Multiple Surety Bond Forms," Director Facilities Design, Construction, and Management, Office of the President, University of California, letter to Facilities Managers, Oakland, CA, October 26, 1993 (see [RD6.1](#)).

"New Conditional & Unconditional Release upon Progress Payment,"

Principal Contracts Administrator, Office of the President, University of California, letter to Contract Administrators, Oakland, CA, April 14, 1994 (see [RD6.2](#)).

The exhibits consist of various documents referenced in the General Conditions. A document is classified as an exhibit when its length or format would disrupt the flow of the General Conditions if it were included in the General Conditions.

[Exhibit {#}: Certificate of Insurance](#). The lowest responsible bidder is required by the General Conditions and the Instructions to Bidders to submit proof of insurance on the Certificate of Insurance form. The following insurance policies and coverages must be furnished by the contractor and made evident on the Certificate of Insurance:

- Comprehensive or commercial form general liability insurance
- Business automobile liability insurance
- Workers' compensation and employer's liability insurance

(See [RD1.3](#), Project Activity Risk Levels and Associated Insurance Requirements. See [FM5\[II\]:1.6](#) for further discussion of insurance requirements.)

[Exhibit {#}: Payment Bond](#). The University requires a Payment Bond covering the faithful performance of the contract, for all projects with estimated contract sums of \$25,000 or more.

[Exhibit {#}: Performance Bond](#). The University requires a Performance Bond covering the payment of all contract obligations, on all contracts of \$50,000 or more and on all projects valued at less than \$50,000 when the Facility uses the Long Form or Brief Form contract. Performance Bonds are not required for Mini Form contracts valued at less than \$50,000.

[Exhibit {#}: Application for Payment](#). The Application for Payment, which is prepared by the contractor, begins and ends the monthly payment process (see [FM5\[II\]:5.3](#)).

[Exhibit {#}: Selection of Retention Options](#). Contractor selects method for guaranteeing retention funds on the project.

[Exhibit {#}: Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention](#). The Escrow Agreement (Long Form only) is used after execution of the contract and at the contractor's option to allow the contractor to deposit securities with an escrow agent in lieu of retention or request that the University deposit retention directly with an escrow agent (see [FM5\[II\]:5.5](#)).

[Exhibit {#}: Submittal Schedule](#). The Submittal Schedule, which shows the scheduled versus actual completion dates of submittal events, is completed by the contractor during the construction phase (see [FM5\[II\]:1.3](#)).

Exhibit {#}: Cost Proposal. The Cost Proposal is used to determine the cost of a proposed change order (see [FM5\[II\]:3.2.1](#)). If requested by the University, the Cost Proposal form must be used by the contractor.

Exhibit {#}: Field Order. University may order work to be performed (including changes in the work) without invalidating the Contract by completing a Field Order. A Field Order may be issued by the University, does not require the agreement of the Contractor, and is valid with or without the signature of Contractor (see [FM5\[II\]:3.1](#)).

Exhibit {#}: Change Order. University may order changes in the work without invalidating the Contract by completing a Change Order (see [FM5\[II\]:3.2](#)). In special circumstances, Contractor may request a Change Order (see [II]:Long Form, General Conditions, Paragraph 4.2).

Exhibits {#} and {#}: Subcontractor's Waivers. These Exhibits consist of the following related documents:

[Subcontractor's Conditional Waiver and Release upon Progress Payment](#)
[Subcontractor's Unconditional Waiver and Release upon Progress Payment](#)

Exhibit {#}: Summary of Builder's Risk Insurance. The summary represents an outline of insurance coverages afforded under the special Builder's Risk program.

Exhibits {#}, {#} and {#}: Small Business Reporting. These Exhibits are completed and submitted by Contractor to show information for all subcontractors including small and disadvantaged business enterprises. In addition, the Self-Certification Exhibit is completed and submitted by each subcontractor.

Exhibits {#} and {#}: Claim Certifications. These Exhibits must be submitted by Contractor and Subcontractor, respectively, with a Claim.

4.6.5 Specifications

The Specifications are written descriptions of the construction materials and processes required to complete the project. Along with the Drawings, the Specifications are prepared by the design professional for inclusion in the bidding documents (see [RD1.4](#), Specifying Construction Products, for further guidelines on developing the Specifications).

There are 16 Specifications divisions: Division 1, General Requirements, is required for all projects; Divisions 2 through 16 cover specific types of work and are included as applicable. Only Division 1 is included in the standard construction documents; sample Specifications sections for upper Divisions are not included.

The provisions in the Specifications document must be consistent with the terms of the Agreement and the General Conditions. Specifications, Division 1, General

Requirements, may *expand on* the requirements covered in the Agreement or the General Conditions; however, any conditions *not covered* in the General Conditions,

however, any conditions *not covered* in the General Conditions, or conditions that *modify* the General Conditions, should be placed in the Supplementary Conditions.

General administrative requirements and work-related provisions applying to all of the work should be placed in Specifications, Division 1. Do not repeat these requirements in other Specifications sections, instead reference the Division 1 Section. A discussion on preparing Specifications, Division 1, General Requirements, is provided in the Construction Specifications Institute's *Manual of Practice*.

Any general requirement placed in a section of Specifications, upper Divisions, should apply only to the work of that section and should be an extension of the general requirements described in Specifications, Division 1. Suggested wording for extending Division 1 provisions (in this case, for Section 01010) would be, "In addition to the requirements of Section 01010, ..."

Those portions of Specifications, Divisions 2 through 16, containing provisions that are unique to specific work, such as mechanical or electrical work, require particular care in their writing to prevent repetition, omissions, or conflict with the provisions in Division 1. Special coordination is required when, as is frequently the case, different offices prepare separate portions of the Specifications.

Code Requirements. General Conditions, Article 15, states that the contract is governed by California law, which includes the California Code of Regulations and the California Health and Safety Code. Although The Regents are not required to follow all titles of these two codes, The Regents generally follow these regulations as a matter of policy. The codes that the contractor is expected to comply with are listed in Specifications, Division 1, Section 01060, Regulatory Requirements. (See [II:5.4.7](#) for document modifications that are required when the contractor must comply with other code requirements.)

Phased Construction. (See [II:5.4.15](#) for modification procedures.)

Contract Schedules. Text options for contract schedules in the Long Form and Short Form are set forth in Specifications, Division 1, Section 01310, Contract Schedules. The Mini Form contract schedule text is standard, so text modifications are not required. The information provided in Section 01310 informs the contractor of the University's expectations during bidding so the contractor may address those expectations in the contract schedule.

The text options regard the type of schedule the Facility may require. The Facility may require the contractor to provide either a critical path method (CPM) schedule or a bar-chart schedule for both the preliminary contract schedule and the contract schedule. The following guidelines may be used in selecting the type of schedule:

1. Consult with the project manager.

2. Follow guidelines provided by the University's Designated Administrator.
3. Discuss the type of schedule with the University's Representative administering the contract.
4. If a CPM schedule is selected, confirm that the University's Representative has the required staff to administer and utilize the schedule.
5. A CPM schedule should be selected for projects that:
 - Require completion by a certain date.
 - Have multiple completion times for various portions of the work.
 - Have multiple bid packages.
 - Have a specified sequence of construction.
 - Have subsequent projects relying on the completion of the specified projects.
 - Require complicated scheduling.
6. In addition to CPM, a risk-based schedule (e.g. PERT) should be selected for projects that:
 - Have significant uncertainty.

Any work activities that place constraints upon the contract schedule should be included in the scheduling requirements. Work activities that occur from time to time are presently listed in Section 01310, Subparagraph 2.3.1. Activities to be added to Subparagraph 2.3.1 might include the following:

- Lead time for University-provided equipment.
Portions of the project site or the building that will not be available to the contractor at all times.
- Limitations on access or project site storage.
- The presence of separate contractors within the limits of the work.
- Access to elevators or similar equipment.

The following are examples of milestone events that are to be listed in Section 01310, Subparagraphs 1.2.3 and 2.2.3:

- Dates of Beneficial Occupancy.
- Dates that certain portions of the project must be completed.
- A completion sequence.

4.6.6 List of Drawings

Drawings are not itemized separately in the Agreement; instead, the Agreement includes the List of Drawings, which is a separate construction document. All of the Drawings must be included in the List of Drawings, and all of the Drawings listed there must be included in the construction documents.

4.6.7 Drawings

The Drawings are the visual complement of the Specifications. The Specifications describe "what" while the Drawings show "how many" and "where." For example, the Specifications might describe the type of sheet metal to be used, while the Drawings show the placement of the sheet metal. In the event of a discrepancy between the Drawings and the Specifications, the Specifications govern.

The Drawings are usually prepared by the design professional. The following are general guidelines for preparing the Drawings:

1. Distinguish between new and existing work.
2. Use general or specific but clear and concise notes to clarify or amplify the Drawings.
3. Clearly note revisions.
4. Clearly delineate alternates, if any.
5. Show the contract limits on the Drawings if the Specifications reference contract limits.
6. Do not include General Conditions or General Requirement items on the drawings.
7. Specified items shown on the drawings must be exactly the same as those listed in the Specifications.

4.6.8 Addenda

Addenda are written text or drawings that modify or interpret the bidding documents including the Drawings and Specifications issued after the bidding documents have been issued to bidders, but before the opening of bids (see [FM5:RD2.33](#)). (See [FM5\[I\]:5.3](#) for addenda issuing procedures.)

Addenda That Modify the Bid Form. When addenda modify the Bid Form, the Bid Form must be reissued in its entirety, on paper of a different color. The revision or reissue date must be noted on each sheet of the revised Bid Form.

Addenda That Modify any of the Contract Documents. When addenda modify any Contract Document other than extending the Bid Deadline, see [FM5:5.3](#)

4.6.9 Notice to Proceed

The Notice to Proceed, issued after the contract has been executed, signals the start of construction (see [FM5\[I\]:8.9](#) and [FM5:RD2.30](#)). If the contractor is notified orally to commence work, the Notice to Proceed must be issued on the next work day, and the oral notification must be confirmed in the Notice to Proceed.

4.6.10 Change Order

The Change Order form (see [FM5:RD2.31](#)) is required for making post-award contract modifications that change the scope of work, the contract sum, the contract time, or other contract terms. (See [FM5\[III\]:3.2](#) for guidance on change order procedures.)

4.6.11 Field Order

The Field Order form (see [FM5:RD2.32](#)) is a written instrument, issued by the University, describing a change in the work and estimated adjustments of the contract sum and contract time. A field order may be issued before all terms of the change are fully agreed to by the University and the contractor. (See [FM5\[III\]:3.1](#) for guidance on field order procedures.)

4.6.12 Notice of Completion

The Notice of Completion establishes the completion of the work. There are three versions of the form; only one must be completed (see [FM5:RD2.34](#), [RD2.35](#), [RD2.36](#)). The Notice of Completion must also be filed at the County Recorder's Office. (See [FM5\[III\]:8.5](#) for Notice of Completion filing procedures). (Note: If the work is not complete but contractor has ceased physical work for a period of at least 60 days, the campus may file a Notice of Cessation of Activities after consultation with Office of General Counsel).

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