Supplementary General Conditions to
Contract General Conditions for Design-Bid-Build Minor Projects
TYPE Contract – MIN 15-800 RENUMBER

1. Article 2.01, Contractor's License; delete and replace with the following:
   License and Public Works Registration.
   a. License.
      No Bidder may bid on Work for which it is not properly licensed. The Trustees shall disregard any bid received from a Bidder who is not properly licensed (Business and Professions Code section 7028.15). Nor will the Trustees award a Contract to a Bidder who does not possess the appropriate contractor's license, which is that specified in the Notice to Contractors. Bidders participating in a joint venture must individually possess a current license when submitting the joint venture bid, and the joint venture must possess a joint venture license at the time of award (Public Contract Code section 3300). The joint venture must also register to bid public works projects with the Department of Industrial Relations as specified in the following subsection 2.01-b.
   b. Public Works Registration with Department of Industrial Relations
      All bidders and subcontractors of all tiers must register to bid public works projects with the Department of Industrial Relations (DIR), and obtain and maintain current registration numbers. The Trustees will only issue public works bids and award public works contracts to currently registered contractors and subcontractors on the Trustees' public works projects. For more information please review the DIR public works registration requirements at http://www.dir.ca.gov/Public-Works/PublicWorks.html.

   The following applies to this Contract:
   • A contractor won't be in violation for working on a private Project that is later determined to be public work;
   • Contractor shall check the public works registration for all subcontractors that it proposes to list to ensure that each subcontractor is registered to bid public works projects with the DIR;
   • An unregistered contractor or subcontractor can be replaced with one who is registered;
   • A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work.

2. Article 2.03 Clarification during Bidding; 2nd paragraph, delete and replace with the following:
   Bidders are advised that the time for submitting a proposed product as "an equal" is no later than ten (10) days prior to bid opening (Public Contract Code Section 3400). Refer to Article 5.04-c, Alternatives or Equals.

3. Article 2.03 Clarification during Bidding; delete paragraph at the end of this section and replace with the following:
   The Bidder is required to acknowledge each addendum on the Bid Proposal Form. Therefore, Bidder is responsible for assuring receipt of all addenda.
4. **Article 2.04-b, Listing of Proposed Subcontractors:** delete and replace with the following:

For each proposed subcontractor that will perform Work or labor or render services for the Contractor in excess of one-half of one percent of the Bidder’s total bid, Bidder shall list on each bid proposal the subcontractor’s name, location of the place of business, California Contractors State License Board-issued contractor license number; and California Department of Industrial Relations Public Works Registration number. Bidders shall also state on the proposal the portion of Work or labor or rendition of services that each such subcontractor will do. For each alternative, Bidder shall list any subcontractor not included in the base contract subcontractor listing.

Within 24 hours after the deadline established for the receipt of bids, or within the timeframe specified in the Supplementary General Conditions, the Bidders must submit a completed List of Subcontractors—Additional Information form, which contains more detailed information, such as complete subcontractor names, addresses, telephone numbers, license and registration numbers, etc. (Public Contract Code sections 4104, 4105 and 4106). On the List of Subcontractors—Additional Information form, Bidder’s submittal of a correction to a listed subcontractor’s contractor license number, provided that number corresponds to the listed subcontractor’s name and location, is not grounds for filing a bid protest or grounds for considering the bid nonresponsive (Public Contract Code section 4104).

1. **Non-small Business Bidders Claiming the Small Business Preference.**
   If a Non-small Business Bidder claims the small business preference, the proposal shall list all subcontractors certified as California small businesses, and the total of these subcontracts shall be at least 25% of the total bid price, including awarded alternatives.

2. **Disabled Veteran Business Enterprises (DVBE) Participation Requirement.**
   Bidder is required to achieve three percent DVBE participation on this Contract and may qualify for the DVBE bid incentive if Bidder proposes sufficient additional DVBE participation in this Contract. Trustees will calculate the Bidder’s DVBE participation on the total Project bid price, including awarded alternatives. Bidder is required to achieve this level of participation at Contract Completion.

   Bidder shall list in its bid proposal, on the List of Proposed Subcontractors form, the DVBEs participating in the bid and the dollar amount of participation by each DVBE. The total of the DVBE participation amounts that Bidder provides on the List of Proposed Subcontractors shall be at least Bidder’s proposed percentage of DVBE participation. For each alternative Bidder shall list any DVBE participating in work to be performed on the alternative. The Trustees shall grant the DVBE Bid Incentive, if the total amount of DVBE participation equals at least the incentive percentage of the total bid price, including awarded alternatives.

   At the Contract completion, Bidder’s actual DVBE participation percentages shall be compared to the percentages proposed at bid. Bidder’s failure to achieve the proposed percentages may subject Bidder to penalties (as described in Article 2.13), and/or may cause the Trustees to question the bidders responsibility in future Trustees’ bids.

3. **List of Subcontractors—Additional Information Form.**
   Bidders shall indicate on this form the dollar amount of each small business (if the Bidder claimed the non-small business bid preference) and each DVBE participating in its bid.

4. **Subcontractor Directory.**
   The successful Bidder shall maintain current information requested on the Subcontractor Directory for all tiers of subcontractors working on the Project, and shall submit the Subcontractor Directory with its signed Contract and with all payment requests.
5. **Article 2.09 a., Preference for Small Businesses:** insert the following before subsection a:
If a certified small business is the lowest responsive bidder, the Trustees will not calculate the five percent bid advantage for the other bidders, and will only calculate the DVBE bid incentive. **Only another small business may displace the small business low bidder.**

6. **Article 2.11, Disabled Veteran Business Enterprise Participation Requirement and Incentive,** delete first three paragraphs and replace with the following:

California state law requires that its state agencies achieve three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure of the Bidder to comply with the DVBE requirement will cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract.

Bidder/Contractor understands and agrees that the DVBEs identified on the List of Proposed Subcontractors form in the bid may only be replaced by another DVBE, and the substitution must be approved by the Trustees and the Department of General Services (DGS). Trustees will document changes to the scope of Work that impact the DVBEs identified in the bid by contract change order, and will provide their decision on DVBE substitutions in writing via the subcontractor substitution process per Public Contract Code section 4100.

Failure of Bidder/Contractor to seek substitution and adhere to the DVBE participation level identified in its bid may be cause for Contract termination, recovery of damages under rights and remedies due the State, and penalties as outlined in Military and Veterans Code section 999.9 and Public Contract Code section 10115.10 or section 4110.

7. **Article 2.11- a(2)(c), Equipment Brokers, subsection(iii),** delete and replace with the following:

(iii) State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the DVBE participation requirement.

8. **Article 2.11-g, Incentive:** delete and replace with the following:

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees are granting a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The bid incentives are as follows:

<table>
<thead>
<tr>
<th>DVBE Participation</th>
<th>Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.00% to 3.99%</td>
<td>None</td>
</tr>
<tr>
<td>4.00% to 4.99%</td>
<td>1%</td>
</tr>
<tr>
<td>5.00% to 5.99%</td>
<td>2%</td>
</tr>
<tr>
<td>6% or more</td>
<td>3%</td>
</tr>
</tbody>
</table>

The DVBE incentive may not exceed $100,000. When used on combination with the Small Business Preference, the cumulative adjustment amount shall not exceed $100,000. If the lowest responsive, responsible bid is a California certified small business, for bid evaluation purposes only, the only bidders eligible for the incentive will be California certified small businesses.
9. **Article 2.11-h, Disabled Veteran Business Enterprise Subcontractor Activity Report** (form DVBE-AR); delete and replace with the following:

h. Prime Contractor’s DVBE Subcontracting Report (Form DVBE Subcontracting Report).

   (1) Contractor shall submit a DVBE Subcontracting Report to the Trustees at the end of the Project and upon completion of the Work, with the final retention payment.

   (2) In submitting the DVBE Subcontracting Report, the Contractor certifies the following:

   (a) the total amount Contractor received from the Trustees under the Contract,

   (b) the name and address of the DVBE(s) that participated in the performance of the Contract,

   (c) the total contracted amount for each DVBE,

   (d) the total payment amounts made to the DVBEs, and

   (e) the actual percentage of DVBE participation that was achieved for this Contract.

   A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in accordance with Military and Veterans Code section 999.5(d).

10. **Article 4.02-c, Prevailing Wage**; delete and replace with the following:

    **Prevailing Wage.**

    The Work under this Contract is a public works project (see definition of public works, Labor Code section 1720 et seq.) and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Contractor and all subcontractors must comply with all applicable laws and regulations, and perform all obligations required by the DIR pursuant to such authority.

    The prevailing wage rates set forth are the minimum that must be paid by the Contractor on a public works contract. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is liable for any penalties under section 1775(a), if the Contractor fails to comply with the requirements of section 1775(b). Contractor shall periodically review and monitor all subcontractors’ certified payroll records. If Contractor learns that any subcontractor has failed to comply with the prevailing wage requirements herein, Contractor shall take corrective action.

    Contractor represents and warrants that the Contract Amount includes sufficient funds to allow Contractor and all subcontractors to comply with all applicable laws and contractual agreements. Contractor shall defend, indemnify and hold the Trustees of the California State University, the University, its officers, employees and agents harmless from and against any and all claims, demands, losses, liabilities, and damages arising out of or relating to the failure of Contractor or any subcontractor to comply with any applicable law in this regard, including, but not limited to, Labor Code section 2810. Contractor agrees to pay any and all assessments, including wages, penalties and liquidated damages (those liquidated damages pursuant to Labor Code section 1742.1) made against the Trustees in relation to such failure.
(1) Hours of Labor.
Eight (8) hours of labor constitutes a legal day's work. The Contractor or any subcontractor shall forfeit, as a penalty to State, $25.00 for each worker employed in the execution of the Contract by the Contractor or any subcontractor, for each Day during which the worker is required or permitted to work more than eight hours in any one Day and forty hours in any one calendar week, in violation of the provisions of the Labor Code sections 1810 to 1814, thereof, inclusive. Notwithstanding the provisions of Labor Code sections 1810 to 1814, Work performed by employees of the Contractor or any subcontractor in the execution of the Contract in excess of eight hours per Day, and forty hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per Day at not less than one and one-half times the basic rate of pay as provided in Labor Code section 1815.

(2) If it becomes necessary to employ crafts other than those listed, the Contractor shall notify the Trustees immediately, and the Trustees will ascertain additional prevailing rates and the rates thus determined shall be applicable as minimum from time of initial employment.

(3) Pursuant to Labor Code section 1770, the Director of the DIR has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime Work for each craft needed in execution of the Contract as set forth in the Notice to Contractors. Contractor shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2. The Trustees shall maintain copies of the prevailing rate of per diem wages, and shall make them available to any interested party upon request. Contractor shall also post job site notices as required by the DIR pursuant to Labor Code section 1771.4 (a) (2) and applicable regulations.

(4) The Contractor and any subcontractor under subcontract to the Contractor on the Project shall comply with Labor Code section 1775, and the Contractor shall include provisions in its Contract with its subcontractors that will require compliance with Labor Code section 1775. As required by section 1775(b) the Contractor shall include a copy of the provisions of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 in the Contract between the Contractor and the subcontractor. The Contractor shall monitor its subcontractors' compliance with the prevailing wage law as required by section 1775(b). In accordance with section 1775, the Contractor and any subcontractor under the Contractor shall forfeit as a penalty to the State not more than $200 for each Day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any public work done under the Contract by it or, except as provided in section 1775(b), by any subcontractor under it. In addition to this penalty, the difference between the prevailing wage rates and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

(5) In accordance with Labor Code section 1776, the Contractor and subcontractors shall keep an accurate payroll record on forms provided by the Division of Labor Standards Enforcement (or shall contain the same information as the forms provided by the division). The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division, and the printouts are verified in the manner specified herein.

Payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice or worker employed in connection with the public work. Each
payroll record shall contain verification by written declaration under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor and subcontractors have complied with the requirements of Labor Code sections 1771, 1776, 1777.5, 1811 and 1815 for any work performed by its employees on the Project.

(a) On projects for which the Trustees award initial contracts on or after April 1, 2015, and for all projects, whether new or ongoing, on or after January 1, 2016, the Contractor and all subcontractors must furnish payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner, as required by Labor Code section 1776.

(b) The Contractor and subcontractors’ payroll records shall be available for inspection at all reasonable hours, on the following bases:

(i) Certified copy shall be made available upon request for inspection or furnished to the employee or his or her authorized representative,

(ii) Certified copy of all payroll records shall be made available for inspection or furnished upon request to the Trustees, the Division of Labor Standards Enforcement (DLSE), the Division of Apprenticeship Standards (DAS),

(iii) Certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Trustees or the DLSE or DAS. If the requested payroll records have not been provided pursuant to paragraph (ii) above, the Contractor shall collect from the requesting party the costs of preparation by the contractor, subcontractors, and the Trustees. The public may not be given access to the records at the principal office of the Contractor.

(c) Records made available for inspection as copies and furnished upon request to the public or any public agency by the Trustees or the DLSE or the DAS shall be marked or obliterated to prevent disclosure of an individual’s name, address, and social security number. The name and address of the Contractor or subcontractor awarded the contract or subcontractor performing the contract shall not be marked or obliterated.

(d) Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual’s full social security number, but shall provide the last four digits of the social security number.

(e) Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C Sec. 75a) shall be marked or obliterated only to prevent disclosure of an individual’s social security number.

(f) Any copy of records made available for inspection by, or furnished to, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to section 329 of the Unemployment Insurance Code, and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of
law shall be marked or redacted to prevent disclosure of an individual’s name, address, and social security number.

(g) The Contractor or subcontractor shall file a certified copy of the payroll records with the requesting entity within 10 Days after receipt of a written request. In the event the Contractor or subcontractor fails to comply within the 10-Day period, the Contractor or subcontractor shall, as penalty to the state or Trustees, forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the DLSE or the DAS, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. A contractor or subcontractor may be subject to debarment by the Labor Commissioner for failure to submit certified payrolls timely.

(6) The Contractor is required to submit to the Trustees a minimum of the first two weeks of certified payroll and the Hourly Labor Rate Worksheet for its workers and all subcontractors included in change orders. Additional weeks of certified payroll records may be required at the discretion of the Trustees.

(7) Consistent with Public Contract Code section 6109, the Contractor is prohibited from performing a portion of Work with a subcontractor who is debarred pursuant to Labor Code section 1777.1 or 1777.7.

(8) Apprentices.
If the Contractor or any subcontractor employs workers on the Project in any apprentice-able craft, it may apply to any apprenticeship program in the craft in the area of the Work for a certificate approving the Contractor or subcontractor for the employment and training of apprentices. The Contractor or subcontractor shall employ the number of apprentices or the ratio of apprentices to journeymen specified in the certificate unless the conditions set out in Labor Code section 1777.5 excuse it from this requirement.

Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which they are employed and shall be employed only in the Work of the craft or trade to which they are indentured. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship agreements under which a person is training.

The Contractor or subcontractor employing journeymen or apprentices in any apprentice-able craft or trade shall contribute to the fund or funds set up in the area of Work to administer the apprenticeship program in each trade in which it employs such journeymen or apprentices in the same amount and manner as the contributing contractors.

Special attention is directed to Labor Code sections 1777.5, 1777.6 and 1777.7, and California Code of Regulations, Title 8, section 200 et seq. Each Contractor and subcontractor must, before commencement of Work under this Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate, 8th Floor, San Francisco, California, 94102, or one of its branch offices to ensure compliance and understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

Contractor or subcontractor’s failure to comply with Labor Code section 1777.5 may result in penalties or debarment pursuant to Labor Code section 1777.7.
11. **Article 4.03-a. and 4.08-c.** The appropriate agency for San Luis Obispo County is the Air Pollution Control District.

12. **Article 4.06 Insurance Requirements**, Section a (1), add the following additional subsection:

   (d) *Course of Construction Insurance* covering all risk of loss, maintained at one hundred percent of the completed value based on the insurable portion of the Work, including materials at the project site, stored off the project site, and in transit. The insurable portion of the Work is ninety percent of the contract amount unless adjusted by the Supplementary General Conditions. The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contracts Code section 7105) and not involving Contractor negligence shall be limited to five percent of the contract amount if the Work damaged is built in accordance with the contract and applicable building standards.

13. **Article 4.06 Insurance Requirements**, Section a, add the following additional subsections:

   (3) Excess and/or umbrella form liability insurance may be accepted by the Trustees to fulfill requirements of this Article 4.06 a. Such policies shall incorporate and adopt all provisions and conditions of the underlying policies, including endorsements and all applicable requirements of this Contract. The declaration sheet for each excess and/or umbrella policy shall be provided to the Trustees consistent with the requirements of this Contract.

   (4) Claims-made form insurance submitted to meet the requirements of this Contract for professional or environmental liability of the Contractor or Subcontractor shall comply with all applicable requirements of Article 4.06. Contractor shall submit policy declaration page including retroactive date of the policy which must precede this Contract or subject Work hereunder and a copy of the claims reporting requirements for the policy. Claims-made insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Work under this Contract.

14. **Article 4.06 Insurance Requirements**, Section b, delete and replace with the following:

   b. Verification of Coverage. The Contractor shall submit certificates of insurance and original endorsements to the policies of insurance required by the contract to the Trustees as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance shall provide for written notice to the Trustees at least: (a) thirty (30) days prior to any change or modification in the insurance coverage, except for cancellation or non-renewal; and (b) ten (10) days prior to any cancellation or non-renewal of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance, and thereafter for any insurance which is required to be maintained and evidenced following completion of the Work. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

   Contractor hereby assumes the contractual obligation to provide the Trustees with at least: (a) thirty (30) days prior to any change or modification in the insurance coverage, except for cancellation or non-renewal; and (b) ten (10) days prior to any cancellation or non-renewal of the insurance coverage. Such notice shall be sent via U.S. certified mail, return receipt requested.
15. **Article 4.06 Insurance Requirements**, Section c.(1); delete the current Section and replace with the following:

(1) For the general, environmental, pollution, and automobile liability policies required by this Contract, the State of California, Trustees of the California State University, California Polytechnic State University, their officers, employees, representatives, volunteers, and agents shall be named as additional insureds.

16. **Article 4.06 Insurance Requirements**, Section c; add the following subsections:

(5) Course of Construction policies shall be endorsed to name the Trustees as the Loss Payee.

(6) Each insurance policy required by this Contract shall be endorsed with a Waiver of Subrogation in favor of the State of California, Trustees of the California State University, California Polytechnic State University, their officers, employees, representatives, volunteers, and agents.

17. **Article 4.06 Insurance Requirements**, Section d (1), add the following subsection:

(d) Course of Construction Insurance – 100% of the completed value of the Work as provided in Article 4.06-A, Policies and Coverage, subdivision 1-d.

18. **Article 4.06 Insurance Requirements**, Section d (2), add the following subsections:

(c) Course of Construction Insurance – 100% of the completed value of the Work as provided in Article 4.06-A, Policies and Coverage, subdivision 1-d.

(d) For Work involving hazardous materials performed exclusively by a Subcontractor, Contractor shall obtain and provide or shall cause the Subcontractor to obtain and provide to the Trustees, insurance endorsements and documentation as required in this Contract for the Subcontractor performing the hazardous materials Work.

(e) Environmental or Pollution Liability policies shall not contain lead-based paint, asbestos or mold exclusions, and the definition of "Pollution" shall include microbial matter including mold.

19. **Article 4.06 Insurance Requirements**, Section g., add the following subsection:

(7) The Contractor waives all rights of subrogation against the State of California, Trustees of the California State University, California Polytechnic State University, their officers, employees, representatives, volunteers, and agents.

20. **Article 4.19 Drawings Reflecting Actual Construction**, delete and replace with the following:

a. During the course of construction, the Contractor shall maintain drawings daily to show the Project as it is actually constructed. Every sheet of the Plans and Specifications that differs from the actual construction shall be marked and sheets so changed shall be noted on the title sheets of the Plans and Specifications. All change orders shall be shown by reference to sketch drawings, and any supplementary drawings or change order drawings shall be included. The altered Contract drawings shall be sufficiently detailed so that future Work on
the Project or in adjacent areas may be conducted with a minimum of difficulty. Before the completion of the Project, and before release of the final retention payments, the “as-built” drawings and specifications shall be transmitted to the Construction Administrator.

b. In the context of Contractor performing its duties under this Agreement, there may be portions of Work which involve the Contractor developing final construction drawings or plans pursuant to the design documents provided by the Trustees. For example (but without limitation), fire sprinkler systems. Contractor is obligated to obtain copies of all such design documents (including CAD files) from its Subcontractors, Suppliers, and Vendors, and to provide these to the Trustees.

c. Contractor shall provide a complete functional electronic copy of all computer aided design (CAD) files developed by Contractor, its Subcontractors, Suppliers, and Vendors for the Project. Contractor shall enter into written agreements with such Subcontractors, Suppliers, and Vendors to provide for the ownership and use of such files by the Trustees as more fully described below in this Article 4.19.

d. Contractor agrees that designs, drawings, specifications, electronic equivalents and other technical data produced by the contractor or its Subcontractors, Suppliers, and Vendors in the performance of this Agreement shall become the property of the Trustees. However, The Trustees grant Contractor the right to reuse aspects (i.e. details and design elements) of any final construction design work prepared by Contractor for this project in other designs for other future projects including those with other clients.

e. Contractor agrees that the Trustees shall have access at reasonable times to inspect and make copies of notes, designs, drawings, specifications, electronic files, calculations and other technical data pertaining to the Work.

f. The Trustees retain the right to utilize documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the Trustees to use these documents in the future for the same project, a modified version of it, or for one that is similar.

g. Reusing the documents on another project without the approval of Contractor relieves the Contractor of liability resulting from their use on such other project, but shall not relieve the Contractor from any liability arising from the project for which such documents were originally prepared.

21. **Article 5.04-c (1), Alternatives or Equals; delete and replace with the following:**

   (1) The bidder shall submit its proposal to the University for an Alternative, as an “equal,” in writing no later than ten (10) days prior to bid opening (Public Contract Code Section 3400). In exceptional cases where the best interests of the Trustees so require, the Construction Administrator may give written consent to a submittal or re-submittal received after the expiration of the time limit designated. The bidder is responsible for timely submittal of its proposed “or equal.”

22. **Article 6.01-b (1), Labor; delete and replace with the following:**

   Costs are allowed for the actual payroll cost to the Contractor for labor, field supervision of changed Work, (but not field office supervision nor indirect supervision) and engineering or technical services directly required for the performance of the changed Work (but not site
management such as field office estimating, clerical, purchasing, as-builds, change order coordination, or warranty). Costs include payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act.

No labor cost will be recognized at a rate in excess of the wages that are paid by the Contractor for similar Work on the Project at the time the Work is performed, nor will the use of a classification which would increase the labor cost be permitted unless the Contractor established to the satisfaction of the Trustees the necessity for use of such higher classifications of workers. The Contractors and subcontractors shall submit a fully detailed breakdown of the cost of every labor classification to be utilized on a proposed change on the Hourly Labor Rate Worksheet. The Trustees may verify wage and burden per Article 4.02-c, Prevailing Wage, subdivision (6). The unit cost of labor shall be an accurate accounting of actual costs paid in accordance with the allowances herein, and it shall be submitted under penalty of perjury.

23. **Prevailing Wage Rates**

This project is a public works project, and is subject to prevailing wage rate laws (see Contract General Conditions, Article 4.02-c.).

Pursuant to Labor Code sections 1770 et seq., the Trustees have obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of these prevailing wage rates (determination 2015-1) are on file and available to any interested party upon request at the Trustees’ principal office and on the following Department of Industrial Relations website: [http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm).

Prevailing wage determinations with a single asterisk (*) after the expiration date remain in effect for the life of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The Contractor should contact the Prevailing Wage Unit, DLSR, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the life of the project.

If it becomes necessary to employ crafts, classifications or types of workers other than those listed, the Contractor shall immediately notify the Trustees who will then inform the Contractor of the prevailing rate which shall be applicable as a minimum from the time of initial employment.

These rates are the minimum that may be paid by the Contractor. Nothing contained in the contract documents shall be construed as preventing the Contractor from paying more than the minimum rate.

CONTRACTOR shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2.

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/End of Supplementary General Conditions/