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UCOP FM Logo

Manual

The University of California (UC) Facilities Manual is a comprehensive system-wide guide that governs how the UC plans, designs, constructs, and operates its physical environment. Across ten campuses, six medical centers, and multiple research facilities and auxiliary sites, the manual ensures consistency, safety, and alignment with UC's mission of teaching, research, and public service. It provides the framework of policies, procedures, standards, and tools that guide every phase of a facility's lifecycle—from early planning through long-term operations.

The manual is organized into six volumes, each focused on a key aspect of facilities development and management, design and construction template contracts, resource directories, and a glossary:

Design and Construction Contract Templates, Resource Directory, and Glossary

Complimenting the six volumes are [Design Contract templates](#), [Construction Contract Templates](#), a [Glossary](#), and a comprehensive [Resource Directory](#), which consolidates forms, checklists, supplemental guides, reference documents, and external regulatory links commonly used by UC project teams and campus facilities staff.

This entire body of content is presented through a website, where the files, numbering system, and links provide clarity, consistency, and ease of use. UCOP encourages users to report any broken links, inaccuracies, or issues they encounter, allowing for prompt improvements. Please report issues to: facilitiesmanual@ucop.edu

Together, the six volumes, Construction Contract Templates, Design Contract Templates, Resource Directory, and Glossary form a cohesive, forward-looking framework that enables the University of California to plan, create, and maintain facilities that are safe, sustainable, resilient, and supportive of the university's long-term mission.

Volume 1: University Administration

Updated Feb 12, 2026

Chapter 1: Introduction to the Facilities Manual

Updated Feb 20, 2026

The University of California Facilities Manual (FM) is intended to allow easy access to important policies, procedures, and guidelines for all UC Facilities. Various departments at the Office of the President are responsible for FM preparation, publication, and administration. Policies and procedures are changed, updated, or transferred into the FM in an ongoing manner, and campuses are notified of changes through an email listserv.

Each Facility is encouraged to develop its own procedures manual that expands on and complements FM content.

1.1 Facilities Manual Organization

The FM is organized into six volumes, each focused on a different aspect of Facilities management and operation:

- [Volume 1](#): Executive Summary and University Administration
- [Volume 2](#): Planning
- [Volume 3](#): Design
- [Volume 4](#): Construction Contracting
- [Volume 5](#): Bidding and Construction Administration
- [Volume 6](#): Plant Operation and Maintenance

1.2 Facilities Manual Content, Style, and Language

This section explains how information is presented in the FM.

1.2.1 Content Levels

All FM volumes contain "Volume Introduction and Summary," followed by numbered chapters. Each Volume is subdivided into chapters, article numbers, and paragraph numbers. The final content level, the *subparagraph*, is not numbered but begins with a boldface, italic heading: e.g., ***Subparagraph Heading***. Within each volume are links to a Resource Directory (RD) which contains templates and guidance, design contract templates, construction contract templates, a glossary, and a list of selected University policies.

1.2.2 Citation

When an item is cited, there will be a link to the Volume, Chapter, Article, and Paragraph. For references to the RD, items contain the RD and the title, e.g., **(RD – Title of Document)**.

1.2.3 References

References to publications, laws, and University policies are listed at the beginning of the chapter, article, or paragraph they pertain to most. References are cited by a round bullet point, italicized, and underlined if a web link is available. By researching these references, readers can obtain further information on items covered in the FM.

1.2.4 Approved Documents

The FM contains documents approved by the Office of the President and UC Legal - Office of the General Counsel (UCL) for use by the Facilities.

1.2.5 Language

FM content is based on University policies. When a policy is being quoted or paraphrased, its name is referenced, and the text often contains the words shall or must: e.g., "The contractor *must* submit . . ."

Another major portion of the FM is composed of recommended guidelines. Guidelines often contain the words "should" or "may."

Terms that have special meaning within the context of the FM are capitalized throughout the text, e.g., "Facility" and "University," along with some titles and legal or contract terms: e.g., "President" and "Agreement." Definitions of special terms may be found in the [Glossary](#).

1.3 Facilities Manual Revision, Maintenance, and Reproduction

This section contains background on the process by which the FM is distributed and updated.

1.3.1 Distribution

The Office of the President maintains the FM entirely online now and no longer provides hard copy distribution.

1.3.2 Updates

FM redline revisions are distributed by the Office of the President via an electronic listserv. Comments and suggested revisions should be sent to: UCOP Design and Construction Services staff.

Chapter 2: Facilities Manual Executive Summary

Updated Jan 22, 2026

The UC Facilities Manual contains University of California policies, procedures, and guidelines for its facilities. The manual is based on The Regents' policy, federal and state laws, regulations, case law, and results of UC's dispute resolution. Areas covered include operations and administration, planning, design, construction contracting, and facilities management.

Chapter 3: University Governance and Organization

Updated Mar 9, 2026

The University of California (University) was chartered in 1868 by the [Constitution of the State of California](#), Article IX, Section 9 and classes began in Oakland one year later. Today, with its ten campuses, national laboratory, Agriculture and Natural Resources, six academic health centers, and numerous other units and affiliated institutions, the University is one of the largest and most renowned centers of higher education in the world. This chapter outlines the University's basic [organizational structure](#) and lines of authority for governance and facilities management and briefly discusses the preparation of The Regents' materials.

3.1 University Governance

Governance of the University is entrusted to the Board of Regents (The Regents). The Regents appoint the President of the University and, with the President's advice, the officers of the University. Among these officers are the Executive Vice Presidents, other Vice Presidents, and the Chancellors. The Regents also appoint their own principal officers: the General Counsel, the Chief Investment Officer, and the Secretary and Chief of Staff.

3.1.1 The Regents

According to the [Bylaws and Standing Orders for The Regents of the University of California](#), The Regents' role is similar to that of a board of directors of a large corporation. They are responsible in this case for governing and setting policies for the University.

Members. The Regents consist of 26 members: 18 each appointed by the Governor of California for a 12-year term; one student is appointed by The Regents for a one-year term; and seven ex-officio members (the Governor, the Lieutenant Governor, the Speaker of the Assembly, the Superintendent of Public Instruction, the President of the University, and the President and Vice President of the Alumni Associations of the University). In addition, two faculty members — the chair and vice chair of the Academic Council — sit on the board as non-voting members. In the history of the University, more than 400 people have held the position of a Regent. Although the Governor is officially the President of The Regents, in practice, The Regents' Chairperson is the presiding officer. Both the Chairperson and the Vice Chairperson are elected from among The Regents' membership for a one-year term.

Committees. The Regents operate through eight standing committees: Academic and Student Affairs, Compliance and Audit, Finance and Capital Strategies, Governance, Health Services, Investments, National Laboratories, Public Engagement and Development, and Special. There are also a varying number of subcommittees and special committees.

Meetings. The Regents hold six, two-day meetings each year. Standing and special committees meet as required, usually on the day preceding The Regents' meetings.

Authority. The Regents have the basic authority for governing the physical planning, design, construction, operation, and maintenance of the University's facilities. This authority is set forth in the Bylaws of The Regents. The Regents have delegated much operational authority to the University President and have delegated some authority to University faculty in matters related to academic programs. With few exceptions, all matters requiring Regents action are first considered by the appropriate Regents' committee, which has authority only to recommend or report to The Regents.

3.1.2 The President

The President of the University is an ex-officio Regent and an officer of the University who is responsible to The Regents.

Authority. Authority in facilities-related matters is delegated by The Regents to the President. The President can therefore determine facilities-related policy for the University. Duties of the President are listed in the Standing Orders of The Regents.

Office of the President. The Office of the President is composed of the President, the President's staff, and the Executive Vice Presidents, other Vice Presidents, and their respective staffs.

3.2 University Facilities

Within the FM, the proper name the Facility is given to any University campus, laboratory, unit of the Division of Agriculture and Natural Resources, or location of any other administrative unit. The common term facility refers to a building, structure, site, or ground improvement, or other item built or installed to serve the University's mission of providing academic, scientific, and public service.

3.2.1 Campuses

Each of the ten University campuses is managed by a Chancellor who is an officer of the University and is responsible to the President. The ten campuses are Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara, and Santa Cruz.

Authority. Authority in facilities-related matters is delegated by the President to each of the ten Chancellors. Each Chancellor determines policy for the campus, consistent with [Bylaws 31](#).

3.2.2 Government Laboratory

The Department of Energy's Lawrence Berkeley National Laboratory is managed by a Director who is an officer of the University and is responsible to the President. (The Lawrence Livermore National Laboratory and Los Alamos (New Mexico) National Laboratory are each managed by an LLC of which the University is a member.)

Authority. Authority in UC facilities-related matters is delegated by the President to the Laboratory Director, subject to the limitations noted in [Volume 2](#). The Director determines policies for the laboratory.

3.2.3 Division of Agriculture and Natural Resources

The Office of the Vice President – University of California Agriculture and Natural Resources (VP UC ANR) resides within the Office of the President. The VP UC ANR is usually delegated authority in facilities-related matters.

3.2.4 Other Administrative Units

Certain University units, such as the University of California Press, University Extension, and the Laboratory of Biomedical and Environmental Sciences, have not been delegated authority in facilities-related matters. These functions are normally performed by the facilities management department at the Facility where each unit is located.

3.2.5 Affiliated Units

UC Law San Francisco (formerly UC Hastings) is affiliated with the University but is not subject to University policies and procedures regarding facilities-related matters.

3.3 Preparation of Regents' Materials

Within the Office of the President, the Secretary and Chief of Staff to the Regents of the University of California coordinates [The Regents' Meeting agenda items](#) from the campuses. The final meeting agenda is prepared by the Secretary. Facilities should refer to the materials on the referenced website when preparing agenda items or other materials for The Regents, such as Interim Authority items and Emergency Authority items. The Regents' Coordinators at each Facility and at the Office of the President are available to assist in the preparation of The Regents' materials.

The Treasurer, General Counsel, Secretary, and Chief of Staff to The Regents prepare their own agenda items, which the Secretary assembles and mails. The Regents' Agenda Coordinators at the Office of the President prepare all other items, duplicate them in the proper quantities, and forward them to the Secretary for mailing as the President's portion of the agenda.

Approval of Building Design. See [Volume 2](#) for guidelines on preparing The Regents' items regarding the approval of a building design.

Chapter 4: Delegations and Limitations of Authority

Updated Feb 23, 2026

This chapter addresses the University's system of reserving and delegating authority in the areas of facilities planning, design, construction, operation, and maintenance.

4.1 Basic Authority

Bylaws of The Regents. The Regents have the basic authority for governing the planning, design, construction, operation, and maintenance of the University's facilities. This authority is set forth in the Bylaws of The Regents.

Standing Orders of The Regents. The Standing Orders of The Regents provide the President of the University (and other University officers) with certain responsibilities and authority. Except as otherwise provided in the Bylaws and Standing Orders, the President, as executive head of the University, has full authority and responsibility over all affairs and operations of the University ([Standing Order 100.4](#)). The Regents set policy for the University as a whole; therefore, The Regents' policies may also serve to establish or limit authority.

4.2 Delegated Authority

As permitted by the Standing Orders, the President may delegate authority to staff members. The President and persons who receive such authority from the President act as agents of The Regents. Authority provided to the President by The Regents in the Standing Orders may be limited. Redelegations of authority by the President may contain additional limitations. Facilities-related authorities and their redelegations by the President are listed in [Delegation of Authority 2629](#).

4.3 Delegations of Authority Table

Selected facilities-related delegations of authority and their redelegations by the President are listed in [Delegation of Authority 2629](#). The Delegation and Limitations of Authority Table is arranged so that the sequence of authorities follows the typical sequence of events for a project in the Capital Improvement Program.

Chapter 5: University Policies

Updated Feb 23, 2026

5.1 Text of Referenced Policies

[Regents' Policies](#)

Date	Number and Title
09/22/2005	5201: Policy On Fundraising Campaigns Policy Statement
09/22/2005	5301: University Risk Financing Policy Policy Statement
11/17/2016	5307: University of California Debt Policy Policy Statement

5401: Policy On Procurement Of Foreign-Made Equipment, Materials, Or Supplies Produced By
03/21/1997 Forced, Convict, Or Indentured Labor (See Administrative Guidelines issued April 7, 1998)
[Policy Statement](#)

5402: Policy Generally Prohibiting Contracting for Services
11/14/2019
[Policy Statement](#)

5508: Policy on Bonding Requirement for Construction Contracts
10/21/1977 Policy Statement
(Authority delegated in [DA 2564](#))

8103: Policy on Capital Project Matters
03/15/2018
[Policy Statement](#)

8201: Policy On Naming Facilities To Include Full Name Of Individual
09/22/2005
[Policy Statement](#)

8301: Policy on Higher Education Bond Measure Information and Advocacy Implementation Plan
01/01/2008
[Policy Statement](#)

8302: Policy On State Funding Of Capital Projects: UC Endorsement Of Educational Facilities
01/20/2011 Bond Measure Campaigns
[Policy Statement](#)

8401: Policy On The Acceptance Of Gifts For Housing Student Groups
09/22/2005
[Policy Statement](#)

University Procedures for Implementation of CEQA
03/17/1989
[Policy Statement](#)

Presidential Policies

Date	Number and Title
6/30/1992	BFB-BUS-19: Registration and Licensing of University-Owned Vehicles Policy Statement
07/01/2007	BFB-BUS-29: Management and Control of University Equipment Policy Statement
11/01/2010	BFB-BUS-38: Disposition of Excess Property and Transfer of University-Owned Property Policy Statement
03/01/2021	BFB-BUS-43 Purchases of Goods & Services; Supply Chain Management Policy Statement
06/30/1987	BFB-BUS-54: Operating Guidelines for University Supply Inventories Policy Statement
06/14/1991	BFB-BUS-56: Materiel Management: Purchases from Entities Violating State or Federal Water or Air Pollution Laws Policy Statement
02/02/1966	Capital Improvements Longevity Policy Statement
07/13/2023	Developing and Maintaining Presidential Policies (Policy on Policies) Policy Statement
07/02/1973	Found and Unclaimed Property Policy Statement

- 05/22/2018 Guidance on Compendium of COI and Integrity Policies
[Policy Statement](#)
- 04/21/2020 Guidelines on Contracting for Services
[Guidelines](#) (These guidelines do not apply to design and construction services.)
- 03/21/2016 Hoverboard Policy
[Policy Statement](#)
- 03/13/2024 Integrated Pest Management Policy
[Policy Statement](#)
- 06/12/2013 Laboratory Safety Training
[Policy Statement](#)
- 10/28/2005 Management of Health, Safety and the Environment
[Policy Statement](#)
- 06/12/2013 Minors in Laboratories and Shops
[Policy Statement](#)
- 12/19/2002 Naming University Properties, Academic and Non-Academic Programs, and Facilities
[Issuance Letter and Policy Statement](#)
- 06/12/2013 Personal Protective Equipment
[Policy Statement](#)
- 07/17/1985 Policy for Independent Design and Cost Review of Building Plans
[Policy Statement](#)

01/01/1996 Policy to Ensure Equal Opportunity in University Business Contracting and Related Administrative Guidelines

[Policy Statement](#)

12/20/2023 Responding to Immigration Enforcement Issues Involving Patients in UC Health Facilities

[Policy Statement](#)

04/03/1987 Safe Drinking Water and Toxic Enforcement Act of 1986, Reporting Obligations of Designated Employees

[Policy Statement](#)

01/25/2006 Safeguards, Security and Emergency Management

[Policy Statement](#)

11/12/2024 Seismic Safety Policy

[Policy Statement](#)

04/10/2024 Sustainability Practices

[Policy Statement](#)

02/09/2018 Unmanned Aircraft System (Drone) Policy

[Policy Statement](#)

02/28/2013 University-Provided Housing & Related Renovations/Remodeling

[Policy Statement](#)

[DA 2598](#) (supersedes 2574, 2574 supersedes 2230, 2230 supersedes 2223, 2223 supersedes 2158 & 2159)

03/01/2010 University-wide Statement on Conflict of Interest
G-39 Conflict of Interest Policy and Compendium of Specialized University Policies, Guidelines, and Regulations related to Conflict of Interest

[Policy Statement](#)

- 04/07/1998 Administrative Guidelines on the Procurement of Foreign-Made Equipment, Materials, or Supplies Produced by Forced, Convict, or Indentured Labor (See Regents Policy 5401)
[Issuance Letter & Guidelines](#)

- 01/01/1996 Ensure Equal Opportunity in University Business Contracting
[Policy Statement](#)

- 04/05/1994 Administration of University of California Housing Facilities
[Policy Statement](#)

- 11/01/1993 Capital Improvement Program Management
[Policy Statement](#)

- 08/17/1964 Policy on Equipment Budgeting For New or Remodeled Buildings
[Policy Statement](#)

Chapter 6: State Laws

Updated Feb 23, 2026

Certain state laws require the University to follow specified procedures for the design, bidding, and construction of projects. The University has elected by policy to follow additional state laws regarding construction contracting.

6.1 State Laws Applicable to University Construction Contracting

The table lists state laws the University is either required to follow, or has elected to follow, regarding the performance of construction projects. This selected list has been limited to laws specifically mentioned or implied in the University's construction documents.

**SELECTED STATE LAWS APPLICABLE TO
UNIVERSITY CONSTRUCTION CONTRACTING - July 1999 revision**

CALIFORNIA CODE TITLE	CODE SECTION	APPLICABLE SUBJECTS COVERED	UC DOCUMENT WHERE REFERENCED OR APPLICABLE*
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**SELECTED STATE LAWS APPLICABLE TO
UNIVERSITY CONSTRUCTION CONTRACTING - July 1999 revision**

	5500, 5538	Architecture	Executive Design Professional Agreement
<u>Business and Professions Code</u>	6700, 6745	Professional engineers	Executive Design Professional Agreement
	7000, 7025, 7026, 7028.15, 7029.1, 7057, 7059	Contractors' State License Law	Instructions to Bidders, 2.1.4
	<u>Title 8</u>	Industrial Relations (Safety)	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D
<u>Title 13</u>	Motor Vehicles (Hazardous Materials Transportation)	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D	
<u>Title 17</u>	Public Health (Radiation Safety)	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D	
<u>Title 19</u>	Public Safety (State Fire Marshal)	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D	
<u>California Code of Regulations (CCR)</u>	<u>Title 20</u>	Public Utilities and Energy	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D
	<u>Title 21</u>	Public Works	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D
	<u>Title 22</u>	Social Security (Hospital Safety Standards)	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D
<u>Title 24</u>	Building Standards	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D	
<u>Title 25</u>	Housing and Community Development	Specifications, 01080 Executive Design Professional Agreement , Exhibits C, D	
<u>Title 26</u>	Toxics	---	
<u>Civil Code</u>	3084, 3179, 3181, 3184	Mechanic's lien laws (Stop Notices)	---
	9550	Payment bonds	Payment Bond
<u>Code of Civil Procedure</u>	337.1, 337.15	Time of Commencing Actions - Latent and patent defects	General Conditions, Art. 12

**SELECTED STATE LAWS APPLICABLE TO
UNIVERSITY CONSTRUCTION CONTRACTING - July 1999 revision**

1280	Arbitration	General Conditions, 4.7	
<u>Education Code</u>	92050	Liquidated damages	---
	4450-4458, 7250-7252	Disabled access to public facilities	---
	54999	Capital fees for public utility services	---
<u>Government Code</u>	12900, 12926, 12970, 12973	Fair employment and housing (nondiscrimination)	General Conditions, 14.2
	13332.11, 15849.1, 16312	Financial provisions	Long Form for High-Tech Bonds
<u>Health and Safety Code</u>	1275, 129675- 129998	Hospital seismic safety	Specifications, 01060
	25249.5	Safe drinking water	General Conditions, 3.7.2
	1770-1777.1	Wages	General Conditions, 14.3.2
	1777.5-1777.7, 3077	Apprentices	General Conditions, 14.5.2
<u>Labor Code</u>	3200	Workers' Compensation	General Conditions, 11.1.2.3
	6300	Safety in employment	Specifications, 01080
	6705, 6707	Trenching	Specifications, 01080
	3300	Contractor's license	Instructions to Bidders, 2.1.4
	3400	Specifications	Specifications, 01640
<u>Public Contract Code</u>	4100-4114	Subletting and subcontracting	Instructions to Bidders, 2.1.5, 3.4.2
	5100-5107	Relief of bidders	Instructions to Bidders, 5.4.4
	10500, 10502- 10506	University of California competitive bidding, construction	---
<u>Public Resources Code</u>	21000	California Environmental Quality Act of 1983 (CEQA)	Executive Design Professional Agreement
	30000	California Coast Act of 1976	---
<u>Unemployment Insurance Code</u>	13020	Withholding tax	Payment Bond

Chapter 7: Project Quality Management Program

Updated Feb 20, 2026

This chapter sets forth requirements and procedures for establishing a Project Quality Management Program. Quality requirements for University construction projects are established first by The Regents, second by the President, and third by the Facilities. Quality is measured as conformance to requirements established by facilities management personnel. Project quality is ultimately appraised by the Facility client.

7.1 Program Goals

The goal of a Project Quality Management Program is to ensure that the design and construction of a project meet the quality requirements established by a Facility. To accomplish this goal, facilities management personnel should perform the following functions for the project team to ensure the desired quality of the construction project:

1. Establish requirements
2. Build teamwork
3. Supply resources
4. Evaluate performance

7.1.1 Project Team Members

The project team usually consists of the following principal parties and their associates:

Owner (University):

1. Client
2. Owner's Representative
3. Planning staff
4. Programming staff
5. Budgeting staff
6. Facilities management staff
7. Project manager (University employee)
8. Project manager (outside professional)
9. Construction manager (outside professional)

Design Professional:

1. Architect or other design professional
2. Architect's consultants
3. University design consultants

Contractors:

1. Construction contractor
2. Subcontractors

3. Project manager
4. Construction manager (acting as contractor)

7.2 Program Scope

A Project Quality Management Program includes the following:

1. Quality management planning and implementing policies, procedures, and requirements.
2. Quality control ensures that work is being performed and that work is being checked prior to its acceptance.
3. Quality assurance verifying that quality control tasks are being performed.
4. Continuous quality improvement continually pursues improvement in the quality of the project process.
5. Quality costs redoing a project item, even when this increases the item's cost.

7.3 Program Requirements and Procedures

The first and most basic step in establishing a Project Quality Management Program is to formulate written requirements that specify the roles and responsibilities of project participants. The FM establishes basic University requirements; additional requirements should be established by the respective Facility or by the project team through a partnering effort (see [Partnering](#)).

7.4 Teamwork

The total Project Quality Management Program applies to the following sequential project phases:

1. Planning
2. Programming
3. Budgeting
4. Design
5. Construction Documents
6. Bidding
7. Construction

A Project Quality Management Program should not only address technical issues, but should also address people-related issues and encourage teamwork. Technical issues include checklists, inspections, interdisciplinary plan checks, other reviews, and value engineering. People-related issues include encouraging commitment to the project, building teamwork, defining expectations, and partnering. Cooperation within the project team should be encouraged as early as possible during the project process.

7.4.1 Partnering

In the context of a Project Quality Management Program, partnering means:

1. Defining expectations of the University (as Owner), the design professional, and the contractor.
2. Reviewing procedures, ensuring that procedures reflect each project team member's expectations.
3. Resolving conflicts, setting up a mechanism early in the project for resolving conflicts, and for periodic progress reviews.

7.5 Program Resources

At minimum, the Facility should provide the budget, personnel, and time necessary to meet quality requirements for each project phase. This task is accomplished through decisions made by facilities management staff.

7.6 Evaluation by the Project Team

During or upon completion of each project phase and upon total project completion, members of the project team should evaluate the team's performance. Evaluations can be made by completing evaluation forms predesigned with questions and data-entry requests that have been developed on an objective basis. In evaluating a project for quality, the project team should:

1. Define expectations.
2. Define problems.
3. Determine what is needed to rectify problems.
4. Estimate needed resources.
5. Determine if the project cost or program needs refining.

Periodic project team evaluations will assess team performance in accomplishing project quality goals by considering the team's:

1. Effectiveness in relation to established quality requirements.
2. Efficiency (staying within budget).
3. Timeliness (remaining on schedule).
4. Compliance with imposed constraints as stated in policies, procedures, and programs.
5. Teamwork

Volume 2: Planning

Updated Feb 20, 2026

Introduction and Summary

This volume of the Facilities Manual outlines the process for developing a capital project. A proposal advances to a capital project based on several factors, including the availability of funding and alignment with the strategic and academic plans. UCOP operates a step removed from campuses and academic medical centers (collectively referred to as “locations”), this volume of the UC Facilities Manual includes broad principles to guide the planning and development of a capital improvement project. Each location has procedures that expand upon and complement this volume. The University’s capital program is driven by the locations’ academic and strategic plan and informs the three core plans related to the capital program. The Long Range Development Plan (LRDP), Physical Design Framework (PhDF), and Capital Financial Plan (CFP) are interconnected planning documents that form the basis of a location’s capital program.

Chapter 1: Academic and Strategic Planning

Updated Feb 20, 2026

Academic and strategic plans are used to assess priorities and to help justify projects. The enrollment plan is an important component of the academic plan. These plans feed into LRDP, PDF, and the CFP. Ideally, capital improvement projects are the result of comprehensive and coordinated planning that includes an analysis of the effectiveness of existing space for academics, physical planning, and resource allocation. Each location is responsible for maintaining a balanced CFP that considers growth, renewal, improvement, infrastructure, environmental impact, and life safety. The enrollment plan is an important component of the academic plan.

1.1 Academic and Strategic Planning

Strategic planning is the deliberate and disciplined process designed to produce fundamental decisions and actions that define what an institution is, what it does, and why it does it. At UC, this process occurs within the context of a shared governance system, which encompasses the structures and processes by which the University’s administration and the University Senate work collaboratively.

1.1.1 Five-Year Planning Perspectives

Every other year, campuses submit Five-Year Planning Perspectives (“Perspectives”) for academic programs and academic units to UCOP. The Perspectives list the anticipated actions for creating and/or transferring, consolidating, disestablishing, or discontinuing undergraduate degree programs, graduate degree programs, schools, and colleges.

UCOP collects and analyzes Perspectives data, distributes it to select groups, and posts it on the [UCOP website](#). While Perspectives reports are no longer sent directly to the State, information from these reports has the potential to be used in other reports to a wide range of stakeholder groups, including the Governor’s Office, the Department of Finance, and the UC Regents.

1.1.2 Design and Planning Issues

Programs. Locations consider which programs are to be initiated, terminated, expanded, consolidated, or relocated. Student enrollment, the number of faculty and staff, the types of degrees offered, patient care goals, and program time frames all impact a project's design and planning. Pedagogy, research needs, and supporting utilities and technologies are appraised before a project begins.

Facilities. Program, design, and planning issues affect the size of a structure and its construction, renovation, or demolition. A program's impact on existing space is evaluated.

Chapter 2: Long Range Development Plans

Updated Feb 20, 2026

A LRDP is a comprehensive plan that guides physical development, such as the location of buildings, including academic and administrative space needs, housing, buildings, open space, circulation, parking and other land uses. An LRDP identifies the physical development needed to achieve academic goals and is an important reference document for the campus, the University, and the general public, and addresses long-term physical growth. In connection with other plans, the LRDP provides the overarching vision and priorities that the PDF and CFP support. See [Bylaws of the Regents of the University of California](#); [Charter of the Finance and Capital Strategies Committee, Appendix C](#); and [Regents Policy 8103: Policy on Capital Project Matters](#).

2.1 LRDP

Campuses prepare LRDPs based on their academic goals and the projected on-campus population, primarily comprised of students, faculty, and staff, for an established future date (often referred to as the “horizon year”). The Regents approve each LRDP and its accompanying Environmental Impact Report (EIR), which evaluates the environmental effects of the proposed development anticipated under the LRDP. There are no University requirements for the content, organization, or longevity of an LRDP. The following sections are guidelines for the organization, elements, and organizing concepts that can be included in an LRDP.

2.1.1 LRDP Organization

The organization of an LRDP may vary, but it usually includes the following information:

1. Historical perspective, including historical plans for the campus and the evolution of those plans over time.
2. Location, physical setting, and relationships to the neighboring community, including surrounding land uses, circulation and transportation systems, and environmental resources.
3. Planning process for the LRDP, including community outreach.

4. Projected development, including academic and administrative facilities, housing, transportation, and utility infrastructure.
5. Natural or environmentally sensitive areas to be preserved, enhanced, and/or used in limited fashion.

In addition, the LRDP shows how and where space needs will be met on the site and generally contains the following elements:

1. Land use
2. Landscape and open space
3. Circulation and transportation
4. Utilities

2.1.2 LRDP Elements

Land Use. This element shows the location of proposed land uses. The goal is to provide guidance for locating future structures and uses while maintaining adequate flexibility for future decision making. The level of detail in this element varies. Academic uses may all be under a single "Instruction and Research" land use designation, or there may be separate designations for academic uses, administration, recreation, student housing, family student housing, support services, and open space.

Landscape and Open Space. Each campus has different types of open space: formal paved plazas and courtyards, less formal landscaped areas, and undeveloped natural areas. The LRDP indicates the role of open space, for example, whether buildings are integrated into the predominant landforms and vegetation (e.g. the Santa Cruz campus), or buildings are predominant and open spaces are connections among building clusters.

Circulation and Transportation. The LRDP shows how people move to and through the site in the future. All forms of travel are considered: pedestrian, bicycle, mopeds, motorcycles, cars, service and delivery vehicles, emergency vehicles, and hazardous material transportation. The LRDP indicates which paths and roads are shared by one or more forms of travel and which are segregated. Parking for all vehicle types is addressed.

Utilities. This element focuses on the campus systems for domestic and irrigation water, wastewater, storm drainage, sanitary sewers, chilled water and steam, electrical distribution, natural gas, and communications. Each type of utility's expansion strategy is planned to accommodate the growing campus population and technology changes.

2.1.3 Environmental Impact Report

Because an LRDP affects an area's physical environment, an evaluation of its impacts is required by the California Environmental Quality Act (CEQA). Because an LRDP may create significant impacts, an Environmental Impact Report (EIR) is required. Environmental evaluations are normally managed by the planning office at each location. Once the comprehensive evaluation of environmental effects is completed and approved, subsequent projects may have simpler environmental documentation requirements if they were covered in the LRDP EIR.

2.1.4 LRDP Approval and Amendment Process

At the initiation of a new or major LRDP update, each location must consult with the UCOP about format and content, as well as location and public participation processes. Preparation of an LRDP includes consultation with a wide variety of people on- and off-campus: faculty, students, staff, adjacent jurisdictions, and community groups. The mechanism and extent of consultation vary by location. A location submits a draft LRDP and an administrative draft LRDP EIR to the UCOP for review. Once the draft LRDP and EIR are finalized, they will be presented to the Regents for approval. The LRDP is considered a draft plan until it is approved by the Regents. A campus prepares the Regents' item and a presentation about the LRDP and the EIR requesting the Regents' approval. An LRDP may be amended at any time and is in effect until a new LRDP replaces it. LRDPs may be amended for individual building projects, area plans, or to accommodate different future uses in certain areas, or they may be totally revised when they become out of date. LRDP amendments are approved by the Finance and Capital Strategies Committee, unless classified as “minor,” for which authority has been [delegated](#).

Chapter 3: Physical Design Framework

Updated Feb 23, 2026

A PhDF outlines the principles and objectives for designing the physical environment, their relationship to the LRDP, and how they are integrated into project planning and design. A PhDF's purpose describes the core planning principles that underlie the LRDP and sets forth the location's vision for physical development. It translates high-level goals and principles found in the LRDP into design strategies at a more immediate scale. In connection with other plans, it translates the broad goals of the LRDP into tangible spatial concepts and design standards. [See Bylaws of the Regents of the University of California](#); [Charter of the Finance and Capital Strategies Committee, Appendix C](#); and [Regents Policy 8103: Policy on Capital Project Matters](#).

3.1 PhDF

A PhDF translates the broad goals of the LRDP into principles for the layout and character of buildings, open spaces, circulation, and landscape. It describes the desired physical qualities of the campus and the relationships among its districts, public spaces, and natural features. The PhDF helps ensure that individual projects support the location's vision, reinforce a sense of place, and contribute to a coherent, functional, and sustainable environment. It is an important reference for campus planners, architects, and decision-makers, linking long range planning with project-level design and review.

3.1.1 Typical Elements of a PHDF

While specific content may vary by location, a PhDF typically includes:

1. **Introduction / Context.** Describe the campus setting, including its physical characteristics, history, existing development pattern, and environmental context such as topography, vegetation, and open space systems.
2. **Design Principles and Objectives.** Define the overarching principles that guide campus development and express the desired physical qualities of the built environment. These principles often address themes such as coherence, connectivity, sustainability, inclusivity, and sense of place.
3. **Spatial / Campus Organization.** Present the organizing structure for campus development, including land use districts, open space networks, circulation systems, and key visual and spatial relationships that establish the framework for future projects.
4. **Circulation / Mobility and Access.** Describe the hierarchy and design of movement systems, including pedestrian pathways, bicycle routes, transit connections, vehicular circulation, and service access.
5. **Open Space / Landscape Framework.** Identify the network of open spaces—plazas, quads, courtyards, gardens, and natural areas—and outline strategies for landscape character, planting, stormwater management, and sustainability.
6. **Building Siting, Massing, and Design Guidance.** Provide direction on building siting, height, massing, orientation, and architectural character. Address relationships among buildings, open space, and circulation, as well as design responses to climate, context, and sustainability goals.
7. **Standards, Guidelines, and Design Criteria.** Include design criteria or performance measures for building and site elements such as materials, lighting, signage, furnishings, and paving. These standards promote consistency while allowing design flexibility.
8. **Implementation / Phasing / Review Process.** Describes how the PhDF is to be used in project-level review (design review committee, alignment checks).
9. **Maps, Diagrams, Illustrations.** Incorporate visual materials that communicate the physical structure and design intent of the location, such as maps, diagrams, plans, sections, and illustrative perspectives.
10. **Appendices and Supporting Material.** Supplemental studies, related planning, and design documents that support the PhDF.

3.1.2 PhDF Approval and Amendment Process

A campus submits a draft PhDF to the UCOP for review. Once the draft PhDF is finalized, it will be presented to the Regents for approval. A location prepares the Regents item and, if needed, a presentation about the PhDF requesting the Regents' approval. An PhDF may be amended at any time and is in effect until a new PhDF replaces it. PhDF amendments are accepted by the Finance and Capital Strategies Committee, unless classified as “minor,” for which authority has been [delegated](#).

Chapter 4: Capital Financial Plan

Updated Mar 10, 2026

A CFP outlines a location’s six-year capital investment strategy (the current fiscal year and next five years); it identifies proposed projects, funding sources, and priorities needed to advance academic, research, and public service goals. A CFP presents proposed capital projects, public-private partnerships, and acquisition of real property to achieve the goals of the location’s strategic and academic plans and the LRDP. Its scope outlines the

capital projects and funding needed for location growth, infrastructure renewal, housing, hospital and clinical space, seismic and life safety improvements, as well as other capital needs. In connection with other plans, a CFP aligns projects with the physical development envisioned in the LRDP and guided by the PDF. See [Bylaws of the Regents of the University of California](#); [Charter of the Finance and Capital Strategies Committee, Appendix C](#); and [Regents Policy 8103: Policy on Capital Project Matters](#).

4.1 CFP

A CFP presents a comprehensive, multi-year view of proposed capital projects and the financial strategies required to implement them. It serves as the bridge between academic and physical planning and the capital budgeting process. Each location prepares a CFP that identifies near- and long-term capital needs, funding sources, and project priorities in support of the academic and strategic plan goals. The CFP integrates information from the LRDP and the PhDF, aiming that projects are both programmatically justified and physically and financially feasible. By aligning anticipated resources, such as State funds, external financing, gifts, and reserves, with capital needs, the CFP helps decision-makers assess affordability, debt capacity, and sequencing of projects. The systemwide CFP, compiled annually by UCOP, provides a unified view of the University's capital needs and informs the Regents and the State about UC's capital priorities.

4.1.1 Typical Elements of a CFP

While specific content may vary by location, a CFP typically includes:

1. **Introduction and Purpose.** Explain the purpose of the CFP, its relationship to the academic and strategic plans, and LRDP.
2. **Planning Context.** Summarize the location's goals; physical planning context; and other drivers influencing capital needs, such as seismic priorities, sustainability objectives, or housing demand.
3. **Capital Needs and Priorities.** Identify near-term and long-term capital priorities, including new construction, renewal, infrastructure, and deferred maintenance projects. Discuss how projects support the location's goals.
4. **Funding Plan and Sources.** Outline anticipated funding sources for each project, such as State funds, external financing, gifts, grants, auxiliary revenues, and campus funds. Indicate assumptions and constraints related to each funding source.
5. **Proposed Project Lists.** Provide list of proposed projects within the six-year period (current fiscal year and next five years). The identified funding list includes fund sources and the budget; the funding not identified list only includes estimated budget.
6. **Summary Tables and Graphics.** Include summary tables that show total capital investment by fund source, program type, and time period.

4.1.2 CFP Approval and Amendment Process

Each campus compiles the narrative and data for its CFP and submits it to the UCOP for review. Prior to FY 2023–24, the CFP was a standalone document; beginning in FY 2024–25, its information is incorporated into the [University of California Consolidated Capital Report](#). The UCOP prepares the Regents item requesting the

Regental approval of the CFP. The CFP remains in effect until it is replaced by a new CFP. Since the CFP is updated annually, there is no separate process for amendments.

Chapter 5: Environmental Issues and CEQA Compliance

Updated Mar 16, 2026

All University projects are required to comply with the California Environmental Quality Act (CEQA), and UC has adopted the state's "CEQA Guidelines" (Cal. Code Regs., Title 14, § 15000 et seq.); thus, these Guidelines in their entirety and any subsequent updates are automatically applicable to University projects. As environmental health and safety issues become increasingly important in transactions involving land and building construction, Facility environmental health and safety (EH&S) offices play a broader role in project development. EH&S offices assist their Facilities in all aspects of project planning. With new construction projects, EH&S provides guidance on industrial hygiene, laboratory safety, sanitation, radiation safety, hazardous waste management, and environmental site assessment.

On most campuses, fire marshals are located within EH&S. Fire marshals interact with the Office of the State Fire Marshal (OSFM) to ensure compliance with all applicable codes and standards. Fire marshals assist planners, architects, and engineers by identifying alternative fire safety solutions to be discussed with the OSFM.

5.1 California Environmental Quality Act (CEQA) Compliance

CEQA defines "projects" as activities that have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. A "project" constitutes the whole of an action and applies to typical capital projects as well as certain real estate transactions. The Regents adopted the [State CEQA Guidelines](#) and all state guideline updates as the guidelines for UC to follow. Key points about the University's application of CEQA are as follows:

1. The University is the lead agency for all University projects; it prepares the appropriate CEQA document and evaluates the environmental significance of each proposed project.
2. Per [Regents Policy 8103: Policy on Capital Project Matters](#), the certification and adoption of environmental documents is undertaken at the level of associated project approval.
3. An Initial Study, Negative Declaration, Findings, Environmental Impact Report (EIR), or determination of exemption from CEQA must be completed prior to an irrevocable commitment to a project, which for capital projects is typically defined as design approval.
4. Approval, and execution of ground leases and related documents for which ground lease business terms and design approval following action pursuant to CEQA has occurred would not result in a modification to the physical characteristics of an approved project; therefore, such actions are considered implementing actions that do not require additional review under CEQA.

5.2 Environmental Impact Classification Form

The [Environmental Impact Classification Form \(EIC\)](#) is an internal University of California form that is used to determine whether a University project or action is exempt from CEQA, or if not, what environmental documentation is anticipated. The EIC is required to be included in the Program Planning Guide (PPG) for each project, or separately prepared if no PPG is required. If a project involves a Regental approval, or an UCOP approval, concurrence, or review of the project's environmental analysis, an EIC must be prepared and approved by the campus and then sent to UCOP Physical & Environmental Planning for concurrence. If a project does not involve Regental approval or UCOP approval, concurrence, or review of the project's environmental document, an EIC must be prepared by the campus environmental planner and signed locally. The EIC provides a brief description of the project, the type of environmental documentation anticipated for the project, and whether the project is consistent with the long-range development plan. If a proposed project is determined to be exempt from CEQA, the EIC and any necessary attachments must provide justification for the exemption pursuant to the criteria set forth in the CEQA Statute and Guidelines. Should the scope of a project change substantially following local or OP signature on an EIC, it should be amended and re-signed to confirm that the anticipated CEQA document or determination of exemption remains valid.

5.3 Environmental Health and Safety Liaison

As environmental health and safety issues become more important in transactions dealing with land and building construction, Facility environmental health and safety (EH&S) offices have a broader role in project development. EH&S offices assist their Facilities in all aspects of project planning. With new construction projects, EH&S advises on industrial hygiene, laboratory safety, sanitation, radiation safety, hazardous waste, and environmental site assessment. EH&S is frequently involved in planning issues that require coordination with Facility planning staff and UCOP. In addition, EH&S informs Facilities about environmental and occupational regulatory requirements and University policies and requirements that may affect a project. [See Guidelines-EH&S, Fire Marshal, and Site Analysis During Project Planning.](#) The involvement of EH&S in the pre-design through construction of a project offers the following benefits:

- Provides EH&S insight into programmatic development and conceptual planning stages of a proposed project.
- Avoidance of unnecessary project planning and construction delays due to overlooked EH&S issues and resulting cost overruns.
- Reduction in building occupants' health and safety complaints and Workers' Compensation cases as well as avoidance of significant public health and safety problems.

Environmental health and safety concerns are regulated by a number of federal, state, and local agencies including the California Environmental Protection Agency, which now includes the Department of Toxic Substances Control, Regional Water Quality Control Boards, Air Quality Management Districts, and Cal-OSHA; the Office of the State Fire Marshal; and the federal Environmental Protection Agency. Each Facility's administrative structure differs; as such, there may be other Facility organizations that are involved in EH&S matters. For example, some Facilities have separate fire departments or laboratory animal care offices. EH&S offices refer Facilities personnel to the appropriate department that has jurisdiction over a specific programmatic

area of EH&S.

5.4 Fire Marshal and Fire and Life Safety Issues

Fire marshals are located within EH&S, except at the Davis and Santa Cruz campuses, where there are separate fire departments. Fire marshals interact with the OSFM to ensure compliance with all applicable codes and standards. Fire marshals assist planners, architects, and engineers by identifying fire safety solutions to be discussed with the OSFM. On hospital projects, the Department of Health Care Access and Information (HCAI) is the primary authority during the design and construction period. However, if the hospital facility is a state-owned building, the OSFM still has jurisdiction over occupancy certification. Projects will benefit by coordinating with the fire marshals during the HCAI review process, which includes plan reviews and inspections. [See Guidelines-EH&S, Fire Marshal, and Site Analysis During Project Planning.](#)

Chapter 6: Pre-Design Phase

Updated Mar 16, 2026

Pre-design is the phase of analysis that occurs after some form of funding is secured and before design activities begin. Pre-design is the phase of work that begins after some form of funding is available. The phase involves analyzing the goals to be addressed by a project's design. Pre-design activities may include programming and feasibility studies, site analysis, construction cost analysis, and early consideration of value engineering opportunities.

During this phase, studies are conducted to define space requirements, evaluate site constraints and opportunities, and assess cost relative to the budget. The amount of funding available in the pre-design phase varies and is a critical factor in determining which studies take precedence. Funds may be available to develop a detailed project program or only to investigate certain technical issues to determine scope, budget, or project schedule. Studies are conducted to evaluate existing site and building conditions. These may include geotechnical investigations, hydrology studies, land and utility surveys, assessments of existing building conditions, and environmental due diligence, such as hazardous material surveys. Special studies determine if the data gathered for the project program regarding the site are complete, clear, and free of contradictions. A proposed project site is analyzed to understand the constraints and opportunities the site will impose on the project and its design. In many cases, multiple sites are evaluated.

Programming defines the project's functional requirements. It documents the user's needs, the types and sizes of space, and their adjacencies. A project program provides a clear statement of needs and scope, serving as the foundation for development if the work is advanced to a capital project.

6.1 Pre-Design

The pre-design phase may include site analysis, programming, construction cost analysis, and value engineering.

Site Analysis. Evaluates potential sites and existing conditions, including site selection, geotechnical investigations, and assessments of existing structures.

Programming. Identifies space and equipment requirements, as well as functional relationships. The resulting program establishes the basis of design and funding.

Construction Cost Analysis. Develops a construction cost estimate to inform the capital improvement budget (CIB) and provides a cost plan that justifies the budget request.

Value Engineering. Analyzes the program, site selection, and project budget to confirm the project goals can be accommodated within available resources and approved amounts.

6.2 Site Analysis

A site analysis evaluates a proposed location, existing building, and/or infrastructure to identify physical, environmental, and regulatory conditions that may affect the proposed project's feasibility and design. Typical studies include geotechnical reports, hydrology studies, land surveys (defining boundaries, topography, and utilities), assessment of existing structures, and environmental due diligence, such as hazardous materials surveys. In some cases, multiple sites are analyzed for a single project. The findings inform the project's feasibility, guide project development, and associated environmental impacts. See [Professional Services Agreement](#) and [Executive Design Professional Agreement](#) Contract Templates.

6.2.1 Geotechnical Reports

A location may engage a qualified geotechnical engineer to prepare a geotechnical report that provides information about the soils and geologic conditions on and below the surface at the proposed project site (s). The geotechnical report typically includes data from previous studies of neighboring buildings and results from new sampling.

Geotechnical Hazards. The report should identify potential geotechnical hazards, including:

- Areas subject to subsidence and liquefaction.
- Landslides and mudflow hazards.
- Fault zones.

Soil Sampling and Testing. Soil samples are tested in a laboratory to determine moisture content, soil type, expansion, percolation, bearing capacity, friction, and other factors pertinent to the proposed building. Other important data include:

- Drainage characteristics and permeability.
- Depth to groundwater.
- Depth to bedrock.
- Susceptibility to compaction and erosion.
- Shrink and swell potential.

- Compressive strength and stability (bearing capacity).
- Evidence of fill.

Recommendations. Findings from the geotechnical investigation inform design and construction, including:

- Site preparation methods, such as compaction or soil replacement.
- Bearing loads and expected settlement.
- Management of groundwater and surface water during construction and the finished project.
- Special foundation design requirements.

UCOP recommends that the location engages the geotechnical engineer to review the construction documents for compliance with the report's recommendations and findings. It is also beneficial to have the engineer present during excavation to confirm that actual conditions align with those anticipated in the report.

6.2.2 Hydrology Studies

Hydrology studies are performed by environmental consultants or hydrologic engineers. These studies are based on a review of existing maps, records, and data, supplemented by site-specific hydrologic measurements and field observations. The hydrology studies include:

- Surface water drainage patterns (both on and off site).
- Floodplain zones and potential inundation zones.
- Aquifers and groundwater recharge zones.
- Depth to groundwater.
- Storm drainage system capacity and requirements.
- Areas subject to erosion hazards.
- Debris flow and mudslide risks.
- Coastal flooding and tsunami hazards.

The findings of these studies inform site design, grading, and drainage strategies, and are essential for compliance with applicable floodplain management and stormwater regulations.

6.2.3 Land Surveys

Land surveys document existing site features, project boundaries, and, when applicable, legal boundaries such as property lines, rights-of-way, and easements. The surveyor locates physical elements (including structures, roads, trees, and landforms) and reviews available records to gather information on utilities and boundaries. The survey determines the site configuration and area. The surveyor's elevation measurements are important for connecting the proposed project to existing roads, utilities, and, if needed, nearby buildings. Grades are measured in relation to a fixed point established for a location.

6.3 Existing Building Analysis

When a project involves one or more existing buildings, a variety of studies are conducted to assess the feasibility of reusing some or all of the structures. These studies evaluate functional performance, structural integrity, and code issues to determine whether the buildings can meet the project's requirements. Typical areas of analysis include:

- Overall building suitability and adaptability for the proposed use (e.g., floor area, column spacing, floor-to-floor heights, and vibration / acoustic performance).
- Capacity and condition of existing engineered systems (e.g., electrical, HVAC, fire protection, and plumbing).
- Vertical load bearing capacity of structural elements (e.g., slabs, beams, girders, and columns).
- Earthquake resistance and lateral load capacity (e.g., shear walls and frame bracing).
- Compliance with the Americans with Disabilities Act and the California Building Code accessibility provisions.
- Fire and life-safety systems.
- Energy efficiency and compliance with the [UC Sustainable Practices Policy](#).

6.4 Surveys of Existing Hazardous Materials (Due Diligence)

Consultants are engaged to inspect existing sites or buildings that may contain hazardous materials. These consultants identify the presence and extent of the hazards and recommend the proper methods for removal, remediation, or mitigation. While location staff are generally aware of hazards on current sites, new sites or previously occupied sites may present risks, including soil or groundwater contamination resulting from prior use. The University has established procedures to guide location staff in the assessment of toxic and hazardous substances on real property. Procedures are also in place for reviewing gifts of real property for the presence of hazardous materials. Visit the [Real Estate Services and Strategies Group](#) website for more information.

6.5 Data Compilation

To document existing project conditions, data is collected across various categories, including climate, site features, environmental influences, historical data, land-use and regulatory requirements, building codes, visual analysis, and circulation and access patterns. [See Guidelines-EH&S, Fire Marshal and Site Analysis During Project Planning](#).

6.5.1 Site Analysis Report

UCOP recommends that the site analysis report include any relevant studies and reports, including those previously completed by the University, related to the proposed project. These may include:

- Planning and Development
 - Long-Range Development Plans and related Environmental Impact Reports
 - Precinct or area development plans
 - PhDF and other design guidelines

- Expansion plans for adjacent or nearby buildings
- Infrastructure
 - Utility and infrastructure plans
- Circulation and Infrastructure
 - Roadway and transportation plans
 - Vehicular circulation plans
 - Bicycle and pedestrian plans
 - Circulation and parking plans
- Environmental and Safety
 - Accessibility studies and compliance reviews
 - Surveys of asbestos, PCBs, and seismic hazards

6.5.2 Site Analysis Drawings

Site analysis drawings graphically combine a variety of the site analysis studies into a drawing or set of drawings. While these drawings may include environmental information, they are not intended to provide a comprehensive environmental assessment or to substitute for any of the requirements of the environmental impact report process.

6.5.3 Comparative Site Analysis

A comparative site analysis measures trade-offs among different project locations against a set of criteria and draws conclusions as to the most appropriate project site. The first step in this analysis is to define the criteria and their relative priorities. The criteria are typically derived from goals, objectives, or specific performance requirements. These measures may be divided into threshold criteria, which are absolute either acceptable or not acceptable requirements, and more detailed criteria that have varying degrees of suitability. The criteria may include:

- Accessibility.
- Proximities.
- Hazards.
- Land availability and configuration (area and shape).
- Physical characteristics and constraints.
- Environmental impacts.
- Costs (development, operation, and maintenance).
- Timing.
- Design aspects.
- Acceptability.
- Compatibility of proposed use with existing uses.
- Availability of essential services.

A subsequent step in the comparative site analysis is defining functional and Facility requirements for the intended site. The project program, its phasing, and other operational and management considerations must be understood to test if the program fits the site. A comparative site analysis is a crucial step in preparing an EIR for

the project. An EIR requires an evaluation of project alternatives, which can include alternative site locations. The preferred site must be justified based on its satisfaction of project objectives.

6.6 Programming

6.6.1 Programming Objectives

Programming defines the user's needs. That includes defining a project's functional needs, interior and exterior functional requirements, including space sizes, contents, activities, and relationships. A project program serves not only as a basis for design and a source of information about a project, but also as a basis for seeking funding. The final product of programming is the project program, sometimes referred to as the Detailed Project Program (DPP). [See RD – Project Programmatic Guidelines.](#)

6.6.2 The Project Program

The programming process concludes with a clear and orderly statement of the problem. Detailed program information is usually separated from the more general functional data. Project programs establish quality and scope. Quality is often defined abstractly in the project goals and more specifically in the project program. Scope is clearly defined and incorporates the following factors:

- The definition of the users and the purpose of the users
- The functions and programs
- The assigned square feet of the proposed facility
- Special factors

6.7 Construction Costs

This section describes approaches used to establish construction costs for project budgets. The construction cost of a project is part of the total project cost in the present CIB.

6.7.1 Sources of Cost Information

Estimating construction costs typically involves using costs from similar prior projects and applying those costs to the present project, allowing for adjustments in location, scope, construction time period, and other factors.

6.7.2 Methods of Estimating Costs

The following methods are used to estimate construction costs (in order of increasing detail):

- **Cost per gross square foot.** This method utilizes data on the costs of various building types, published by cost information services or compiled in databases by organizations such as the Association of University Architects (AUA).
- **Cost by building systems/components.** Reference books are available that provide costs for components by building square footage and by square footage of building components.
- **Cost by building trade or Construction Specifications Institute (CSI) division.** This level of estimate is useful at the Construction Documents Phase when enough detail is available on the project to break the various systems into component parts and do an accurate quantity survey similar to that done by contractors who are bidding a project.

6.7.3 Contingencies

Contingencies are typically used in conjunction with all methods of estimating to account for unknowns. Avoid adding explicit contingencies on top of implicit contingencies. The CIB includes design and project contingencies. The design contingency accounts for the fact that projects often contain more elements when fully designed than could have been anticipated earlier in the design process. The project contingency is for unknowns during construction. The project contingency allows for unknown factors that could increase construction and related costs beyond the estimate. Project contingency is not the same as the escalation factor. Contact UCOP Design and Construction Services for cost indexing.

6.7.4 Preparing the Construction Cost Estimate

The University capital improvement project funding process requires a level of estimating detail equivalent to the Cost by building systems/components method discussed above before a building design is established with components from which to estimate. Estimating the design cost is done from a written description of what is included in the proposed design. Representative projects can be used as examples. Recommended comparisons are similar University-wide projects. By using the list of factors that influence costs and making assumptions about the factors relevant to the proposed project, these factors can be compared to those identified in the examples. A cost for each building component (factor) can be established by adjusting the related cost (e.g., weight of structure and loading) from the representative project to what are the assumed conditions of the proposed project.

6.7.5 Cost Indexing

Contact UCOP Design and Construction Services for cost indexing.

6.7.6 Donation Guidelines

Where all or any part of the labor and/or materials to be used in the design and construction of a project will be donated for no consideration or transferred to the University “at cost”, state contracting laws and University policies may apply. Consult construction counsel and the Guidelines for Donation to properly characterize the donation and determine the best treatment. [Where volunteer labor will be used on a project, all volunteers \(and](#)

[their parent or guardian, if applicable](#)) should complete a waiver form and review [Volunteer Labor](#).

Chapter 7: Capital Planning & Real Estate Approvals

Updated Mar 16, 2026

Questions regarding this chapter should be directed to campus/medical center capital planning/real estate staff, the UCOP [Director of Capital Planning](#) or Director of Real Estate.

Project consistency with the most recently approved CFP, the accepted Physical PhDF, and the approved LRDP are the determining factors for the proper approval path for a capital project. Consistency with PhDF and LRDP is not required for off-campus projects for which there is no applicable PhDF or LRDP.

Total project budget shall be defined as all costs of the project, including administrative, design, construction, interest accrued during construction, costs related to infrastructure needed to implement the project, and, where applicable, equipment costs, as well as the acquisition cost of land or other real property.

Phased work. A project cannot be divided into separate phases for independent consideration for any of the approvals and/or delegations within this chapter. Phased work includes, but is not limited to, using the same contractor to perform similar modifications on multiple buildings, undertaking multiple projects over a period of years on the same building, and constructing multiple buildings in a complex or separating work into several projects. In such cases, separate projects or phases will be considered part of the same budget.

The consideration of separate projects or phases for determining the appropriate level of project budget approval should not affect the requirements for the bidding and contracting of those separate projects or phases. The approvals and delegations in this chapter are related to capital project budgets that may be for projects that are distinct from “projects” as defined in the PCC. It is possible that an approved capital project budget could be implemented under multiple contracts. Any contract for the implementation of an approved project budget would be subject to relevant bidding and contracting requirements.

Delegated Authority. [Regents Policy 8103 on Capital Project Matters](#) delegates specific capital project approval authorities to the President of the University. Delegation of Authority [2629](#) further delegates some of these capital project approval authorities to Chancellors, Director - Lawrence Berkeley Laboratory, Executive Vice President - Chief Operating Officer at UCOP, and Vice President - Agriculture and Natural Resources, according to their areas of responsibility as summarized below. Delegation of Authority [2629](#) also further delegates certain approval authorities.

All projects must comply with the California Environmental Quality Act (CEQA). CEQA defines “projects” as activities that have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A “project” constitutes the whole of an action, and applies to typical capital projects as well as certain real estate transactions.

Information on external financing may be found in the [Regents Policy 5300 on External Financing](#) and [DA2628 Authority to Approve, Obtain, and Manage External Financing and to Execute External Financing Documents](#).

7.1 Capital Project Budget Approvals

Questions regarding this section should be directed to campus/medical center capital planning staff or the [UCOP Director of Capital Planning](#). This section addresses the authority granted to the Chancellor, Director of the Lawrence Berkeley National Laboratory, Executive Vice President and Chief Operating Officer, and Vice President for Agriculture and Natural Resources for their respective areas of responsibility under [DA2629](#), [Regents Policy 8103 on Capital Project Matters](#), and the requirements for related transactions.

A capital project cannot be divided into separate phases for independent consideration for any of the approvals and/or delegations within this chapter. See definition of “[Phased Work](#).” The consideration of separate projects or phases for determining the appropriate level of project budget approval should not affect the requirements for the bidding and contracting of those separate projects or phases. The approvals and delegations in this chapter are related to capital project budgets that may be for projects that are distinct from “projects” as defined in the PCC. It is possible that an approved capital project budget would be implemented under multiple contracts. Any contract for the implementation of an approved project budget would be subject to relevant bidding and contracting requirements.

7.2 Capital Project Design Approvals

Questions regarding this section should be directed to campus/medical center capital planning staff or the [UCOP Director of Design and Construction](#). This section addresses the authority that has been granted to Chancellors, Director - Lawrence Berkeley National Laboratory, Executive Vice President - Chief Operating Officer, and Vice President - Agriculture and Natural Resources for their areas of responsibility under [Delegation of Authority 2629](#), [Regents Policy 8103 on Capital Project Matters](#), and the requirements for related transactions.

7.3 Capital Project Budget Augmentations and Scope Changes

Questions regarding this section should be directed to the campus/medical center capital planning staff or the [UCOP Director of Capital Planning](#). This section addresses the authority that has been granted to Chancellors, Director - Lawrence Berkeley National Laboratory, Executive Vice President - Chief Operating Officer, and Vice President - Agriculture and Natural Resources for their areas of responsibility under [Delegation of Authority 2629](#), [Regents Policy 8103 on Capital Project Matters](#), and the requirements for related transactions.

7.3.1 Authority and Transaction Requirements

This authority excludes: (1) any substantial program modification in physical characteristics or intended use of a project previously approved by the Regents, the President, or Executive Vice President - Chief Financial Officer;

(2) any project funded wholly or in part by State funds; or (3) projects involving Chancellor residences or offices. Those projects involving Chancellor residences and offices are subject to the approval requirements established in the [Regents' policy on University-Provided Housing](#).

7.3.2 Scope Changes and Implementing Work Changes

For purposes of determining the appropriate level of approval, Scope changes are evaluated on the basis of the value of the change. Generally, scope changes are those that materially affect the programmatic and/or physical capacity of the project, including but not limited to changes that exceed 10 percent of the project metrics (e.g., square footage, beds, units, parking spaces, height) as defined in the associated budget approval. Scope changes do not include “Implementing Work Changes”, which are defined as "modifications to details in the project construction, delivery methods, and/or design that do not materially affect the project scope and/or design as previously approved, including but not limited to:

1. Unforeseen site conditions that require minor modifications to site utilities, infrastructure, building footprints, elevations, circulation, or landscaping;
2. Changes responding to new or unforeseen code requirements including but not limited to fire, life-safety, and accessibility
3. Internal reconfiguration of existing floorplans, internal circulation, or related changes in building efficiency
4. Changes in construction phasing that may require temporary site, landscaping, or utility infrastructure modifications;
5. Minor errors and omissions in construction documents. Changes related to the above may result in corresponding modifications to the originally approved building metrics, including but not limited to: ASF or GSF, units or beds, parking spaces, or building height. Implementing Work Changes are ministerial in nature. If these changes cannot be reasonably considered as an Implementing Work Change, the budget approval authority must be informed of a potential scope change. Otherwise, implementing work would not be considered a scope change and would not require a new scope approval. A project cannot be divided into separate phases for independent consideration. [See definition of Phased Work](#).

Consideration of scope changes should determine and include any mandated reviews, approval conditions, and/or prior approvals, as well as any associated design amendments and related California Environmental Quality Act compliance, as required. See [Capital Project Budget Approvals](#), [Capital Project Design Approvals](#), [Certification Checklist Directions](#), [Reporting for Capital Projects](#), [Information on California Environmental Quality Act Compliance](#), and Information on external financing may be found in the [Regents Policy 5300 on External Financing](#) and [DA2628, Authority to Approve, Obtain, and Manage External Financing and to Execute External Financing Documents](#).

7.4 Guidelines for Minor Amendments to PhDF

Questions regarding this section should be directed to the campus/medical center capital planning staff or the [UCOP Director of Design and Construction](#). The goal of PhDF is to create a common vocabulary for planning and design at the campus, while demonstrating how processes and standards at the campus support consistent

implementation. The PhDF is to be a comprehensive report identifying the campus's principles and objectives for the design of the physical environment, how those relate to the campus LRDP, and how they are integrated into project planning and design. Pursuant to the [Regents Policy 8103 on Capital Project Matters](#), minor amendments to the PhDF may be approved by the President and this authority has been further delegated to Executive Vice President - Chief Financial Officer through [Delegation of Authority 2629](#). This document sets forth those guidelines and the process for approving changes to a campus PhDF.

7.4.1 Amendments

Minor amendments to the PhDF are defined below:

- Addition of land or sites not currently in the approved PhDF, that are (i) already owned, leased, or otherwise occupied by the Regents, and (ii) covered in the adopted LRDP. The proposed amendment would identify the land or site, include appropriate principles and objectives for the design of the physical environment at the added location, and articulate how these relate to the current PhDF accepted by the Regents and to the adopted LRDP.
- Changes to the PhDF principles and objectives for the design of the physical environment, when these changes (i) are in compliance with the adopted LRDP and (ii) preserve the fundamental principles and objectives in the PhDF accepted by the Regents. The proposed amendment would explain how the changes relate to the adopted LRDP.
- An amendment to the PhDF that is occasioned by a new or amended LRDP, so long as the proposed PhDF amendment preserves the fundamental principles and objectives in the PhDF accepted by the Regents. This may be prompted by addition of land or sites to be acquired, leased, or otherwise occupied by the Regents, or minor changes related to the design of the physical environment prompted by the new or amended LRDP. The proposed amendment would explain how the changes relate to the new or amended LRDP.
- In each of the above cases, if the proposed changes would be integrated into project planning and design in a different way from the process described in the accepted PhDF, the proposed amendment would describe the revised process.

7.4.2 Process for Approval of Changes

The campus/medical center shall submit a draft action item that includes:

1. The action to be taken;
2. An executive summary providing a brief general description of the changes to the PhDF, and the context and rationale for the changes;
3. A bulleted summary of previous or concurrent Actions (Regental, Presidential, Administrative or Chancellorial) that are relevant to the requested Action;
4. A complete accounting, with brief descriptions and depictions, of the changes to the PhDF, accompanied by documentation establishing that the changes (i) are within the President's authority as outlined above in the Guidelines, and (ii) preserve the fundamental principles and objectives in the PhDF accepted by the Regents; and,

5. Attachment of the section(s) of the PhDF proposed to be revised, in “redlined” and clean final proposed formats.

Completed draft action items will be reviewed by Capital Programs and UCL. Within fifteen working days after initial receipt, Capital Programs will either forward the Item for Presidential approval if no changes are required or will provide comments back to the campus. Upon the President’s approval, the changes to the PhDF will be effective immediately.

7.4.3 PhDFs are not "Projects" as Defined by CEQA

CEQA defines “projects” as activities that have the potential to directly or indirectly affect the physical environment. The University of California plans for physical development through the LRDPs for each campus and individual project approvals. Environmental Impact Reports (EIR) are prepared to support each LRDP. After the LRDP approval and EIR certification, CEQA evaluation is done for individual projects as needed. PhDFs are guidance documents that do not entitle or allow physical development, but rather further define design principles and material choices. Minor amendments to PhDFs are similarly not considered “projects” as defined by CEQA, as they do not themselves allow development. Any project that requires a minor amendment to the PhDF will have project specific CEQA evaluation to support the design approval of the project. See [Capital Project Design Approvals](#), [Certification Checklist Directions](#), and [Information on California Environmental Quality Act Compliance](#).

7.5 Certification Checklist Directions

Non-State-funded projects are eligible for budget and design approval using the [Delegated Authority Project Certification Checklist \(RD - Certification Checklist\)](#). State-funded projects are eligible for design approval using the Certification Checklist. Questions regarding this section should be directed to campus/medical center capital planning staff or the [UCOP Director of Capital Planning](#). The Certification Checklist is used to document a project’s eligibility for delegated budget approvals and design approvals following action pursuant to the [California Environmental Quality Act](#). See [Regents Policy 8103: Policy on Capital Project Matters](#); [DA2629, Delegation of Authority - Capital Project Matters](#); and [Regents Policy 5307: University of California Debt Policy](#).

7.5.1 Certification Checklist Eligibility

This section defines eligibility criteria and provides guidance on the information required in the [RD - Certification Checklist](#). Each capital project must demonstrate:

- Total cost between \$10 million and no more than \$70 million (Projects of \$10 million or less do not require the use of the Certification Checklist to document eligibility for delegated approvals.)
- CFP consistency
- PhDF consistency as applicable
- LRDP consistency as applicable

- CEQA and University/Regental Policies
- Financial feasibility as applicable
- No special circumstances exist that may merit review by the Regents

Guidelines for consistency with the CFP, PhDF, and LRDP, and compliance with University/Regents policies are below:

1. **CFP Consistency**

Consistency with the CFP is verified if the project has the same budget, scope, and funding source(s) as those identified in the most recently approved CFP and supplemental materials included with that CFP.

Generally, a project is considered consistent if the proposed budget is within 15% of the budget in the approved CFP. It is recommended that campuses consult with UCOP Capital Assets Strategies for projects with budgets near the \$70 million ceiling at the time of approvals to ensure the project will not risk exceeding the maximum budget threshold during project delivery.

The location, program, square footage, purpose, and distribution of funding across sources will be evaluated by UCOP to confirm that they support the project as described in the most recently approved CFP and supplemental materials included with that CFP. Reasonable variations in these elements are anticipated; however, any significant variations that are not supported by sufficient justification for the changes could result in the action being recommended for Regental approval.

Early consultation with UCOP regarding funding or scope changes is recommended to facilitate timely review.

2. **PhDF Consistency**

The Certification Checklist and attachments demonstrate that the stated planning principles, design objectives, specific design guidance, and the campus design review and approval process have been or will be met by the project. Consistency with the accepted PhDF is not required for off-campus projects for which there is no applicable PhDF.

3. **LRDP Consistency**

A project that demonstrates general conformance with the land use designations for the site is considered consistent. Consistency with the approved LRDP is not required for off-campus projects for which there is no applicable LRDP.

4. **Compliance with CEQA and University/Regental Policies**

Several key policies are outlined in the [RD - Certification Checklist](#). Additional documentation may be requested depending on project-specific attributes (e.g., gift policy, student fee policy with respect to capital facilities, etc.).

5. **Financial Feasibility**

Capital Markets Finance (CMF) coordinates with campuses on financial feasibility and debt-funded projects are subject to the [UC Debt Policy](#).

Third-Party Funding: Financial feasibility requirements apply to all capital projects, even those fully or primarily funded with resources other than campus funds or UC external financing. In circumstances where the nature of these projects means the typical documentation of total project cost (i.e., the CIB) is not available, the campus should consult with UCOP Capital Assets Strategies to determine acceptable substitute documentation.

6. Special Circumstances

Despite the authority in [Delegation of Authority 2629](#), at the recommendation of the Executive Vice President - Chief Financial Officer (UCOP) or the UCL and Vice President - Legal Affairs, the President of the University may determine that a project merits review and approval by the Regents because of special circumstances related to budget matters, external financing, fundraising activities, project design, environmental impacts, community concerns, substantial program modifications, or potential to create negative system-wide precedent including, but not limited to, compliance with CEQA.

7.5.2 Submittal Requirements

The [RD - Certification Checklist](#) must be submitted to UCOP Capital Programs to confirm that the project is eligible to proceed with budget and design approval(s) in accordance with [DA2629](#). Elements of the submittal package are listed on the Checklist.

If a delegated design action is included, attach the graphics used in the campus design review and approval, including a location plan, representative floor plans, site plan/landscaping plan, exterior elevations, including materials, and renderings. For projects that are not buildings (such as infrastructure) or projects that are entirely interior to a building, provide graphics to describe the scope of the project and document design phase and campus reviews. Graphics should be consistent with the scope described in the environmental documents. Include the dates of design review.

Once a submittal package is received and completeness confirmed, a 15-working-day review period begins.

7.5.3 Process

References:

- [Capital Project Budget Approvals](#)
- [Capital Project Design Approvals](#)
- [Capital Project Budget Augmentations and Scope Changes](#)
- [Guidelines for Minor Amendments to Physical Design Frameworks](#)
- [Reporting for Capital Projects](#)
- [RD - Environmental Impact Classification Form](#)
- [RD - Delegated Authority Project Certification Checklist](#)
- [Information on California Environmental Quality Act Compliance](#)
- [Information on external financing may be found in the Regents Policy 5300 on External Financing and DA2628, Authority to Approve, Obtain, and Manage External Financing and to Execute External Financing Documents.](#)

UCOP is committed to expediting reviews of eligible projects. A UCOP Capital Programs Team Leader (Team Leader) will be established for every project to serve as a single point of contact and to coordinate concurrent review by various UCOP units. The Team Leader will be identified in the initial Checklist Submittal and will serve as the primary contact person for every phase of the process.

- **Certification Checklist - Subsequent Approvals.** Campuses/medical centers may elect delegated approval of the budget before design begins (or early in design), then have the Chancellor approve design pursuant to CEQA later in the preliminary plans phase. Final CEQA documents are not required to be completed prior to submitting the Certification Checklist to UCOP Capital Programs for review. The campus/medical center should coordinate with UCOP Physical and Environmental Planning and UCL for the review of administrative draft CEQA documents prior to public review and finalization. The campus/medical center is responsible for assuring all required CEQA documents are complete and appropriately attached to subsequent design approval at the time of the Chancellor's approval. A second Certification Checklist for design approval is not required.
- **Certification Checklist - Consolidated Review.** For projects with no State funding, campuses may opt for a consolidated submittal including budget and design at the same time, usually at or near the completion of the design development phase, but always before bidding the project.

7.5.4 General Order of Actions for the Delegated Process

1. Chancellor Approval of Preliminary Plans for Non-State Projects (*may be required*)

The delegated approval of design generally requires completion of schematic design, and the project's executive architect must be retained under an Executive Design Professional Agreement (EDPA). In the absence of full budget approval, the EDPA requires that the project must be formally approved for preliminary plans funding (P Approval), consistent with UC policy. The Chancellor action item approving the expenditure funds for preliminary plans or working drawings does not require a Certification Checklist nor is it reviewed at UCOP. This applies to projects that are fully funded by non-State resources.

2. Consultation (Optional)

A consultation phase is available for all projects and is advisable for complex projects to facilitate the collaborative resolution of issues and potentially shorten the final Certification Checklist review time. Upon receipt of the draft Checklist Submittal (campus signatures not required), the Team Leader will acknowledge receipt and will circulate the materials. UCOP will review documents and consult with campus/medical center staff as needed to understand the proposed project and identify issues that require clarification or resolution. UCOP Capital Programs staff are available, even before a draft Checklist is ready, to consult regarding potential issues.

3. Checklist Submittal Review (Required)

UCOP strives to review Checklist Submittals and secure necessary endorsements from UCOP senior leadership within 15 working days. The Team Leader will notify the campus of incomplete submittals and missing information, indicating that coordination and review will begin once missing materials are provided and confirmed. If substantial issues arise during the UCOP review process, the campus will promptly be advised by

the Team Leader that the 15-day clock will be paused until the campus can respond with clarification or correction.

1. **Capital Programs Review.** Capital Programs reviews the provided materials to confirm consistency with campus plans (CFP, PhDF, and LRDP), CEQA, and University/Regental Policies. The CEQA review includes materials included in Attachment 1 of the Checklist (e.g. draft environmental document, draft Notice of Determination/Exemption, draft Findings, and draft Mitigation Monitoring and Reporting Program, if applicable). Capital Programs also reviews the draft Chancellor action item. Any edits are returned in a strikeout/underline format. For public-private partnerships, authority and real estate documentation are also reviewed.
2. **UCL Review.** The campus/medical center should coordinate with their designated UCL for the review of administrative draft CEQA documents prior to public review and finalization. The campus/medical center is responsible for alerting their designated UCL of any anticipated community concerns with environmental impacts associated with the project or the environmental review process. UCL's suggestions rests with the campus based on a balancing of the likelihood of legal challenge against delivery delays, and any financial, political, or community relations issues.
3. **CMF Review.** CMF reviews the campus Debt Affordability Model and the Summary of Financial Feasibility for any projects requesting external, interim, or standby financing, and those using reserves. CMF reviews this material to confirm that calculations are accurate and assumptions are reasonable, given current and anticipated market conditions, and then makes a recommendation to the Executive Vice President – Chief Financial Officer as to whether the project is eligible for approvals using the Certification Checklist.
4. **Executive Vice President's Determination.** On completion of the Checklist Submittal review, the Team Leader will notify the campus whether the Executive Vice President - Chief Financial Officer or UCL has noted issues that may require Regental review.
5. **Campus and Medical Center Approval Actions.** Upon receipt of the UCOP determination that the project does not require Regental review, the Chancellor may approve the project budget and/or design. The Chancellor may delegate this authority to the Sole Campus Designee and Sole Medical Center Designee. The campus or medical center finalizes the delegated approval as noted below.
 1. **Public notification of pending delegated approval.** For projects requiring design approval, post notice on website a minimum of 10 days in advance of the design action. Most budget actions do not require supporting CEQA documentation and can skip this step in the process (budget actions that occur after design approval may require CEQA compliance). Typically the notice is posted on the same website used to provide access to the environmental document during public review. This notice may be posted during the UCOP 15-day review period of the Checklist Submittal. The environmental document, if applicable, should be made available. The following is sample notice text:

“In accordance with established University of California procedures, UC [CAMPUS] Chancellor [NAME] will consider approval of the [PROJECT NAME]; approval is anticipated no sooner than [DATE]. In accordance the California Environmental Quality Act (CEQA) and the University of California guidelines for the implementation of the CEQA, the campus proposes that a [TYPE OF DOCUMENT (EIR, IS/MND, ETC.)] and [MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)—if applicable] be adopted by The Chancellor on [DATE] in support of the proposed [PROJECT NAME]. The purpose of this notice is to advise the public of the proposed approval action of the project.”

2. *Chancellor or Designee Approves Item.* Any comments/edits received from UCOP on the draft action item during the 15-day review are incorporated into the final draft, which is signed by the Chancellor or their designee.

3. *Signed Project Approval Documents.* The campus/medical center retains the original documents and emails a copy to the Team Leader within five working days of approval.
4. *CEQA Notices.* The campus/medical center is responsible for filing of all applicable notices pursuant to CEQA, such as Notice of Preparation, Notice of Availability, Notice of Determination and, at its discretion, Notice of Exemption to the State Clearinghouse.
5. *Capital Projects Database.* The campus/medical center enters project information into the Capital Projects Database during the quarterly update immediately following the project approval(s). This data is included in the Major Capital Projects Implementation Report.
6. *Notice of Completion.* The campus keeps the original Notice of Completion (NOC) and sends a copy to Capital Programs within five working days of filing the NOC.
7. *Post-Project CIBs.* Within 60 days after the filing the NOC (or Certificate of Occupancy if there is no NOC) the campus or medical center submits, by entering it as approved into the Capital Projects Database, an updated post-construction CIB showing any “as-disbursed” changes to date to the prior approved CIB.
8. *Final CIBs.* After fiscal close of the project, the campus or medical center submits, by entering it as approved into the Capital Projects Database, an updated final CIB showing any “as-disbursed” changes to date to the post-project CIB.

7.6 Reporting for Capital Projects

Questions regarding this section should be directed to campus/medical center capital planning staff or the [UCOP Director of Capital Planning](#). Campus and medical center staff are responsible for ensuring that the capital projects database has current information. See [Regents Policy 8103 on Capital Project Matters](#) and [DA2629, Delegation of Authority - Capital Project Matters](#).

7.6.1 Requirements

Capital projects shall include the following reporting and accountability requirements:

1. Major Capital Projects Implementation Report, reporting the adherence to plans and aggregated performance on specific metrics of Regental and Presidential interest;
2. Capital Projects Database shall, at a minimum, be updated before the end of each fiscal year to include current budget and schedule information;
3. Project close-out capital improvement budgets (“Post-Project CIBs”) for projects over \$10 million within 60 days of the filing of the Notice of Completion (or Certificate of Occupancy if there is no Notice of Completion) and a final CIB at the fiscal close of the project;
4. Physical environment review, reviewing implementation of the PhDF through regular visits, and by a self-assessment survey of faculty, students, and staff; and
5. Periodically, an audit on selected projects to confirm the factual validity of information reported and compliance with Regental policies, Presidential policy and delegations as well as direction provided in the

FM.

7.7 Authorization for Acquisitions, Dispositions, or Ground Lease of Real Property

Questions regarding this section should be directed to campus/medical center real estate staff or the [UCOP Director of Real Estate](#). See [Regents Policy 8103 on Capital Project Matters](#), [DA2629, Delegation of Authority - Capital Project Matters](#), and [RD - Easement Checklist](#).

Chancellors, Director - Lawrence Berkeley Laboratory, Executive Vice President - Chief Operating Officer (UCOP), and Vice President - Agriculture and Natural Resources do not have delegated authority for acquisitions, dispositions or ground lease of real property under Regents Policy on Capital Project Matters. Therefore, campuses are advised to consult with UCOP at an early stage to confirm policy, budget, and financing parameters and resolve any fundamental business and policy issues well before requesting authorization to proceed with significant action on the transaction (e.g., issuance of a letter of intent, Memorandum of Understanding, or Request for Qualifications/Proposals), or the commitment of significant University resources.

Prior to acquiring real property to be used for University purposes whether by purchase or ground lease (as lessee), substantial due diligence is required to determine the property's suitability for the University's intended use and the extent of any liability associated with taking title to or possession of the property. RESS assesses property title and value and, working with OGC, negotiates contractual terms to permit a thorough due diligence review of all other aspects of the property. All due diligence other than title and valuation is performed by or under the direction of the campus.

The nature and extent of due diligence performed is a function of the type of property and intended use. For example, vacant land for development requires analyses of such items as boundaries, terrain, soils, water table, access, and infrastructure availability; whereas an existing building to be acquired for use as-is requires analyses of such items as building structure and condition, fire life safety systems, ADA, mold, operating systems and existing leases and operating agreements. RESS maintains a checklist to assist in determining the appropriate diligence based on the nature of the property.

Regardless of property type and intended use, however, an environmental due diligence site assessment is required to be conducted to determine the presence of hazardous materials or hazardous waste whenever the University plans to acquire or ground lease real property. These assessments must meet the current ASTM standard for environmental site assessments (ESAs) which outlines the process for a Phase I Environmental Site Assessment (ESA) and is compliant with the Environmental Protection Agency's All Appropriate Inquiries (AAI) Rule. If any active recognized environmental conditions are noted in the assessment, further risk assessment and investigations may be required. Such additional investigations may require scoping and permitting, and are difficult to rush.

7.8 Requirements to Lease, License, and Granting Easements or Rights-of-Way Under Delegated Authority

Questions regarding this section should be directed to campus/medical center capital planning staff or the [UCOP Director of Real Estate](#). This section addresses the authority that has been granted to Chancellors, Director - Lawrence Berkeley National Laboratory, Executive Vice President - Chief Operating Officer, and Vice President - Agriculture And Natural Resources for their areas of responsibility under [DA2629](#), [Regents Policy 8103 on Capital Project Matters](#), and the requirements for related transactions.

7.8.1 Leases

A. Authority

The relevant sections of DA2629 Delegation of Authority – Capital Project Matters are included below for reference.

DA2629 Reference Number	Transaction Type	Maximum Authority Delegated from the President to Chancellors / Director – LBNL / EVP – COO / VP – ANR in Their Respective Areas of Responsibility
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Approve and execute leases (including exercising renewal options, ancillary documents, amendments, and other modifications to leases), that have:

- (i) a term not to exceed 10 years excluding options when UC is Tenant but including options when UC is Landlord, and
- (ii) an initial base annual consideration not to exceed \$2 million provided that all commitments with an initial base annual consideration in excess of \$1 million shall be memorialized by either:
 - (a) a UC Standard Form Lease without material modification, or
 - (b) an agreement reviewed by Real Estate Services & Strategies and approved by the Office of General Counsel as to legal form

8 Leases (including ground leases) and, if necessary, to the extent applicable, design of buildings developed pursuant to a lease

Authority excludes approval and execution of ground leases, and execution of options to purchase

May be further delegated, with a copy to UCOP Capital Asset Strategies

Guidance and requirements for the implementation of this authority can be found in the following area of the Facilities Manual:

2.7.8 Requirements to Lease, License, and Granting Easements or Rights-of-Way Under Delegated Authority

B. Transaction Requirements

1. If a lease transaction meets all of the following criteria, authority as delegated in [DA2629](#) may be exercised when;
2. The lease is not a lease-purchase or similar transaction pursuant to which UC will ultimately take title to the property;
3. The lease does not include provisions pursuant to which UC will assume liability for conduct of persons other than University officers, agents, employees, students, invitees, and guests (Third Party Indemnification);
4. The indemnity and insurance provisions have been approved by the campus risk manager;
5. The campus has obtained the appropriate approvals for capital expenditures for transactions that include tenant improvement (TI) commitments beyond the TI's provided by landlord under the lease agreement;
6. any right or option to purchase provision in the agreement has been reviewed by RESS and UCL; and
7. A RD - Lease Checklist has been completed and retained in the campus/medical center project file.

7.8.2 Licenses

A. Authority

The relevant sections of [DA2629](#) Delegation of Authority – Capital Project Matters are included below for reference.

DA2629 Reference Number	Transaction Type	Maximum Authority Delegated from the President to Chancellors / Director – LBNL / EVP – COO / VP – ANR in Their Respective Areas of Responsibility
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Approve and execute commitments for licenses (including ancillary documents, amendments, and other modifications to licenses), that have:

- (i) a term
 - (a) not to exceed 10 years, excluding options when UC is Licensee but including options when UC is Licensor, or
 - (b) revocable by UC for convenience on notice not to exceed 180 days; and
- (ii) an initial base annual consideration not to exceed \$1 million, provided that all commitments with an initial base annual consideration in excess of \$500,000 shall be memorialized by either:
 - (a) a UC Standard Form License without material modification, or
 - (b) an agreement reviewed by Real Estate Services & Strategies and approved by the Office of General Counsel as to legal form

9 Licenses

May be further delegated, with a copy to UCOP Capital Asset Strategies

Guidance and requirements for the implementation of this authority can be found in the following area of the Facilities Manual:

2.7.8 Requirements to Lease, License, and Granting Easements or Rights-of-Way Under Delegated Authority

B. Transaction Requirements

The license transaction meets all of the following criteria:

1. Does not include Third Party Indemnification;
2. Is not for purposes of facilitating third-party development of projects on campus for gift, sale, or lease to the campus; and
3. A RD - License Checklist has been completed and retained in the campus project file, except that a License Checklist need not be completed for license transactions that: (1) have a term of less than one year, (2) include tenant improvements not exceeding \$5,000, and (3) have consideration not exceeding \$12,000.

7.8.3 Easements and Rights-of-Way

A. Authority

The relevant sections of [DA2629](#) Delegation of Authority – Capital Project Matters are included below for reference and are included below for reference. The specific delegation of authority in this table cannot be changed through edit or updates to this section of the Facilities Manual.

DA2629 Reference Number	Transaction Type	Maximum Authority Delegated from the President to Chancellors / Director – LBNL / EVP – COO / VP – ANR in Their Respective Areas of Responsibility
12	Other Real Estate matters	<p>Approve and execute the grant of easements and rights- of-way (including ancillary documents, amendments, and other modifications to easements and rights-of-way), that:</p> <p>(i)???? are revocable by UC for convenience on notice not to exceed 180 days, or?</p> <p>(ii)??? provide utility services to UC property exclusively, or</p> <p>(iii)?? comprise no more than 5,000 square feet of UC land and are memorialized by either a</p> <p>(a) UC Standard Form without material modification, or</p> <p>(b) an instrument reviewed by Real Estate Services & Strategies and approved by the UCL as to legal form</p> <p>May be further delegated, with a copy to UCOP Capital Programs</p> <p>Guidance and requirements for the implementation of this authority can be found in the following areas of the Facilities Manual:</p> <p>2.7.7 Authorization for Acquisitions, Dispositions, or Ground Lease of Real Property</p> <p>2.7.8 Requirements to Lease, License, and Granting Easements or Rights-of-Way Under Delegated Authority</p> <p>2.7.9 Reimbursement Agreements and Stipend Agreements Ancillary to Real Property Transaction</p>

B. Transaction Requirements

The easement or right-of-way transaction meets all of the following criteria:

1. Is not a conveyance of a fee interest in real property.
2. Does not include Third Party Indemnification.
3. Has a clear and determinable location based on a legal description with a map depicting the area.
4. A determination has been made by the campus planning office that the easement does not interfere with any existing or future use of campus land.
5. If UC is the grantor, the agreement is in a form approved by UCL and contains language requiring that:
 1. The easement or right-of-way terminates following a period of non-use;
 2. The grantee quitclaims its interest upon termination; and
 3. UC has unilateral right to relocate the easement or right-of-way.
6. An RD - Easement Checklist has been completed and retained in the campus project file.

7.8.3 Ancillary Documents, Amendments, and Other Modifications

Approve and execute ancillary documents, amendments, and other modifications to leases, licenses, easements, and rights-of-way consistent with authority granted under [DA2629](#), including the following:

- Subordination and Non-Disturbance Agreements (SNDAs)
- Estoppel Agreements

7.8.4 Reporting Requirements

For all leases approved and executed pursuant to delegated authority under [Regents Policy on Capital Project Matters](#), the following must be submitted to UCOP Real Estate Services & Strategies (RESS), annually by July 31st: annual report, in a form requested by RESS, providing a summary of major lease terms and seismic rating for all current leases. For all leases, licenses, easements, and rights-of-ways, the campus shall maintain a current inventory together with an electronic copy of the transaction agreements. The inventory and agreements shall be provided to RESS upon request.

7.8.5 Forms

A. Standard Lease Forms

The Standard Forms listed below are approved for use as a standard form (without review by UCL) when the only changes are business terms:

1. [Lease \(UC as Landlord\)](#)
2. [Lease \(UC as Tenant\)](#)

B. Licenses

Because licenses are used in such a wide variety of situations and require the addition of specialized language to tailor the license to each individual use, it is difficult to create a form that will not require UCL review. We have prepared the following minimum license forms:

1. [License \(UC as Licensor\)](#)
2. [License \(UC as Licensee\)](#)
3. [Facility Use Agreement \(UC as Licensee\)](#)

Contact RESS for guidance concerning the need for UCL review except for licenses which employ the minimum form without significant modification for the following uses: construction, construction laydown areas, and access over existing streets. RESS may have examples of specialized licenses for various purposes.

C. Easements

Easements frequently convey a permanent interest in Regents' property and frequently involve substantial capital investment by the grantee. The minimum easement form below provides a basic form. UCL review is required for all easements except those using the minimum form, without substantial modification, for utilities to serve a campus and access over existing streets.

1. [Grant of Easement and Agreement](#)

7.8.6 Process for Legal Review

Material changes to UC Standard Form agreements and transactions conducted on non-UC forms require prior review and approval by UCL. RESS will coordinate the process of submission of reviews by UCL and responses. Requests for review should be submitted early in the process to ensure adequate time for review in advance of scheduled date of completion or execution. Turnaround times for UCL are dependent upon workload and staffing.

7.8.7 Descriptions of Lease, License, and Easement

Understanding the differences between a lease of real property, a license, and an easement can help determine which one to use in a specific situation.

A. Lease

A lease is an agreement in which the landlord agrees to give the tenant the exclusive right to occupy real property, usually for a specific term, and, in exchange, the tenant agrees to give the landlord some sort of consideration. A lease transfers to the tenant a leasehold interest in the real property and, unless otherwise provided in the lease, a lease is transferable and irrevocable.

B. License

A license gives the permission of the owner to an individual or an entity to use real property for a specific purpose. Unlike a lease, it does not transfer an interest in the real property. It is personal to the licensee, and any

attempt to transfer the license terminates it. It is (usually) revocable and can be either exclusive or non-exclusive. A facility use agreement (FUA) is a short-form license for very limited use of a facility. Licenses are sometimes included in other agreements, e.g. a memorandum of understanding. It is highly recommended that a separate license be created whenever a right to use another party's space, usually for a shorter term, is part of a larger relationship. The separate license should be attached as an exhibit to the more general agreement.

C. Easement

An easement, like a license, gives the permission of the owner to use or prevent the use of the owner's real property. However, unlike a license, it transfers to the easement holder an interest in the real property that encumbers the title record. Easements are classified as either appurtenant (benefiting and transferable with a specific piece of real property) or in gross (personal to the grantee). An easement can be transferred. Unless otherwise specified, an easement is presumed to be permanent and non-exclusive.

To summarize:

Characteristics	LEASE	LICENSE	EASEMENT
Agreement between 2 parties	Yes	No*	No*
Conveys an interest in real property	Yes	No	Yes
Revocable	No (usually)	Yes (usually)	No
Transferable	Yes	No	Yes
Exclusive right	Yes	Optional	Optional

** Although both a license and an easement can be unilateral instruments, the University's licenses and easements are usually structured as agreements between the licensor/grantor and the licensee/grantee because the University requires the other party to agree to certain terms limiting or structuring the use, e.g. maintenance, indemnification, and insurance coverage.*

D. Selecting the appropriate form

- If the right to use the property will belong exclusively to the user during the term, even as against the property owner, a LEASE will accomplish that goal.
- If the use/occupancy of the property will be shared with others during the term, then a LICENSE or an EASEMENT is the proper tool. NOTE: For a LICENSE or EASEMENT to convey the right to exclusive use, it must be specified in the document.

- If the use is to be long-term (like the underground installation of fiber optic cable), an EASEMENT is the appropriate form. If the use is to be short-term (like a construction lay down area or a film shoot) or for only part of the time during the term, (like use of a classroom Tuesdays and Thursdays, from 9-10 am, for a semester), a LICENSE is most appropriate. If the use is intermittent, the FUA would be appropriate in the latter example.
- If an owner wants an agreement that his/her view not be blocked by the use of another parcel, such an agreement should be documented with an EASEMENT.

7.8.8 Further Delegation of Authority

Authority related to Leases, Licenses, and Easements pursuant to [DA2629](#) may be further delegated. The appointment of the delegate shall be in writing. A copy shall be provided to the Executive Director of Capital Programs. See [RD – Lease/License Checklist](#).

7.9 Reimbursement Agreements and Stipend Agreements Ancillary to Real Property Transactions

Questions regarding this section should be directed to campus/medical center capital planning staff or the [UCOP Director of Real Estate](#). This section addresses the authority that has been granted to Chancellors, Director - Lawrence Berkeley National Laboratory, Executive Vice President - Chief Operating Officer, and Vice President - Agriculture And Natural Resources for their areas of responsibility under [DA2629](#), [Regents Policy 8103 on Capital Project Matters](#), and the requirements for related transactions.

7.9.1 Authority

The relevant sections of [DA2629](#) Delegation of Authority – Capital Project Matters are included below for reference. The specific delegation of authority in this table cannot be changed through edit or updates to this section of the Facilities Manual.

DA2629 Reference Number	Transaction Type	Maximum Authority Delegated from the President to Chancellors / Director – LBNL / EVP – COO / VP – ANR in Their Respective Areas of Responsibility
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Approve and execute reimbursement and stipend agreements, where the University assumes an obligation to pay a cost of up to and including \$2.5 million

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Reimbursement agreements and stipend agreements ancillary to real property transactions

May be further delegated where the University assumes an obligation to pay a cost of up to and including \$75,000, obligations beyond this amount may not be further delegated

Guidance and requirements for the implementation of this authority can be found in the following area of the Facilities Manual:

2.7.9 Reimbursement Agreements and Stipend Agreements Ancillary to Real Property Transaction

7.9.2 Description of Reimbursement and Stipend Agreements

Reimbursement Agreements. For the purposes of this authority, “reimbursement agreements” pertain to those agreements where the University is obligated to reimburse costs incurred by a landlord or third-party development partner when the reimbursement of those costs is contingent upon the future execution of a lease, ground lease, partnership agreement, or similar agreement. In these instances, reimbursable costs are typically limited to expenses related to the planning and design of a capital project. For the purposes of this authority, “reimbursement agreements” are not intended to include the reimbursement of costs incurred by a landlord during the tenancy of the University. For example, if an existing lease agreement allows for the landlord to be reimbursed for minor repairs or alterations to a leased facility, it is not expected that the Chancellor would approve each reimbursement under that lease. However, depending on the nature of the repairs or alterations, other approvals for capital projects could apply.

Stipend Agreements. For the purposes of this authority, “stipend agreements” pertain to those agreements where the University is obligated to pay third-party development partners or design and construction contractors for their participation in a competitive selection process. The amount and conditions of the stipend are expected to be agreed upon prior to their participation.

Volume 3: Design, Design Documents, Instruction, Models

The University of California and its Facilities operate an extensive design, construction, and renovation program. The University makes a substantial investment in each capital project and has instituted policies and procedures to guide project development. Project design is a key element in the process. This volume outlines University design policies and procedures and includes design documents. This volume of the University of California Facilities Manual includes design policies, design professional selection policies and procedures, design review policies and procedures, and code compliance procedures for guiding the design of a project. Content of this volume is not intended as a substitute for detailed Facility design procedures. Each Facility is encouraged to develop its own procedures manual that expands on and complements this volume.

Chapter 1: Project Design Phases

Updated Mar 10, 2026

This chapter summarizes the design phases of a project, references the applicable sections in the Executive Design Professional Agreement to be used during the design phases of a project, the environmental requirements during schematic design, the value engineering requirements, and the process to establish a project's effective code date upon completing design development. Refer to Design Professional Agreements and the contracts in the [Design Contract Templates](#) when hiring design professionals. Some projects may be designed by in-house staff. [See Procedures for Consultant Selection.](#)

1.1 Predesign Phases

1.1.1 Design Professional Services

In the early project development phases, a Facility may need the services of a design professional for project analyses and feasibility. The [Professional Services Agreement](#) is used for these services. If the same design professional is commissioned for project design, then the advertising, screening, and selection procedures must be followed and an Executive Design Professional Agreement must be executed prior to the beginning of the Schematic Design Phase. [See Consultant Selection.](#)

1.1.2 Project Program

A project program is developed which defines the scope and budget of the project, i.e., the needs and functions of the user (see Construction Costs), and the assignable square footage.

1.1.3 Review of Conceptual Design

After the project program is complete, it is recommended that a predesign conference be held to confirm that all issues have been addressed in the program. All interested parties should participate in the predesign conference.

1.1.4 Preliminary Evaluation

The design professional hired for project analyses and feasibility writes a preliminary evaluation of the project program and the construction budget, each in terms of the other.

1.2 Schematic Design

Schematic design is the first phase of basic services for project design. At this stage in a project, the design professional describes the project three-dimensionally. A range of alternative design concepts are explored to define the character of the completed project and an optimum realization of the project program. [See Executive Design Professional Agreement between The Regents of the University of California and the Executive Design Professional Article 2.2, Schematic Design Phase and Exhibit C, Supplementary Requirements.](#)

1.2.1 Environmental Documents

As part of the schematic design phase, applicable environmental documents must be completed, including consistency with an applicable LRDP. See [California Environmental Quality Act Compliance](#) and [Physical Design Framework](#).

1.2.2 Value Engineering

It is recommended that value engineering begin early, preferably in the program phase of a project. If the total project cost is \$5 million or greater, the project must undergo a value engineering review at the end of schematic design phase. Modifications or changes resulting from value engineering and design review sessions must be incorporated into schematic design documents before University approval is given to proceed to design development phase.

1.3 Design Development

During the design development phase, the project design is further refined. Plan arrangements, specific space accommodations, equipment and furnishings, building design, materials and colors, and complete definitions of all systems serving the project are developed. All design decisions are completed during this phase in order to prepare the subsequent construction documents. [See Executive Design Professional Agreement between The Regents of the University of California and the Executive Design Professional Article 2.2, Schematic Design Phase and Exhibit C, Supplementary Requirements.](#)

1.3.1 Value Engineering

If the total project cost is \$5 million or greater, the project must undergo a value engineering review at the end of design development phase. Modifications or changes resulting from value engineering and design review sessions must be incorporated into design development documents before University approval is given to proceed to construction documents phase.

1.3.2 Design Development Documents and the Effective Code Date

For non-hospital and non-health care facility projects, a Facility submits completed design development documents for plan review to the Designated Campus Fire Marshal and Certified Building Official. This first submittal sets the effective code date. The edition of [CCR, Title 24, California Building Standards Code](#), in effect on that date will be applied for the duration of a project. [See State Codes, Regulations, and Agencies.](#)

1.4 Construction Documents

Construction document phase consists of preparation of drawings and specifications establishing the requirements for the construction of the project. The construction documents describe the quality, configuration, size, and relationship of all components to be incorporated into the project. Construction documents must be consistent with the project program, the construction budget, and the project schedule. Design Professional submits construction documents for review by the University and others, as deemed necessary by the University, at 50% completion, 100% completion (as determined by the design professional), and for final backcheck after all corrections are made. If contractibility analysis is required, it is performed on the 100% set of documents. Design professional must incorporate all resulting changes into the 100% documents prior to submitting the final backcheck set. The construction documents serve as a basis for obtaining bids from contractors and are used by contractors to obtain price quotes from subcontractors. (The preparation of University construction documents is discussed in detail in [Construction Contracting](#) The construction documents are bid in accordance with the procedures in Bidding and Construction Administration. [See Executive Design Professional Agreement between The Regents of the University of California and the Executive Design Professional Article 2.2, Schematic Design Phase and Exhibit C, Supplementary Requirements.](#)

Chapter 2: Consultant Selection

Updated Mar 18, 2026

The selection of design professionals is subject to University policy and guidelines. State law requires design professionals and specified other consultants to be selected based on the procedures in the PCC as implemented by University policy. Design professionals must be selected based on predetermined qualification criteria. Qualification criteria must be reasonable and appropriate for the scope, complexity, and dollar value of the project to which the design professional will be assigned.

2.1 University Guidelines of Equal Opportunity in Contracting

The University of California aims to promote the inclusion and participation of Small Business Enterprises (SBEs) and Disabled Veteran Business Enterprises (DVBEs) in design, professional services, and construction contracts for design and construction projects. UC campuses shall make a good-faith effort to facilitate the participation of SBE and DVBE firms in competition for this work, thereby fostering an inclusive business community that supports their growth and success. In conjunction with the 25% SBE/DVBE goal set for the procurement of products and services, the President of the University and Regents established a 25% spending goal for SBE and DVBE participation in design and construction contracts by 2025.

Under the terms of federal or state funding for certain design and construction work, the University may be required to take special action regarding awards to small, diverse and disadvantaged business enterprises. All such action shall comply with applicable current state and federal law. In compliance with state and federal law, federal- or state-funded contracts or grants, or UC policy, the University will continue to set goals and timetables for SBE and DVBE business enterprises; maintain statistics on utilization of such businesses; and will require certification. In addition, the University will continue to use outreach programs to assure equality of opportunity.

The University is required to produce statistics on its use of small, Disabled Veteran, diverse, and disadvantaged business enterprises annually. Each Facility will input data into the University's designated contract compliance system to report spend data of capital projects or purchase orders, including the amount paid to vendors in the design and delivery of projects to a minimum of the second subcontractor and subconsultant tier.

The contract compliance system will serve to improve the tracking of Supplier participation in construction and procurement spend, focusing on the second and subsequent tiered contracts (subcontracts). Supplier-tracked spend can be characterized as, but is not limited to, the following: Professional Services, General Contractors, Sub-Contractors, Distributors, Manufacturers, and Service Providers.

Small Business Enterprise (SBE) is an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA), [see size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102](#). The eligibility requirements for California contracting purposes are on the Department of General Services website. The University may rely on written representation by the vendors regarding their status.

Disabled Veteran Business Enterprise (DVBE) is a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a service-connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.

Women-Owned Business Enterprise (WBE) is a business that is at least 51% owned by a woman or women who also control and operate it. "Control" means exercising the power to make policy decisions. "Operate" means being actively involved in the day-to-day management.

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

2.2 Procedures for Consultant Selection

University policy "Capital Improvement Program Management," on the use of design professionals states in part:

“University policy is to have design work for major capital improvement projects performed by design professionals unless an exception to have the work performed by Facility personnel is specifically approved by the Chancellor or Vice President Agriculture and Natural Resources.”

“Design of all other projects, including minor capital improvement projects, may be performed by Facility personnel, design professionals, or Facility personnel supplemented by consultants. The Lawrence laboratories, because of laboratory requirements, may perform any design work with laboratory personnel.”

In considering whether to approve an exception to allow Facility personnel to perform design work for a major capital improvement, the Chancellor or Vice President Agriculture and Natural Resources should consider the University requirement that design professionals carry substantial liability insurance. When the University uses its employees to design projects, it does not have recourse to such insurance. In the absence of a contract with a design professional, the University therefore assumes responsibility for the financial consequences of its employee designer’s negligence and other performance failures, such as non-timely production of design deliverables, non-compliance with applicable code, or failure to provide timely responses to inquiries from the contractor during construction. Assumption of these risks and their potentially substantial financial consequences may not be appropriate for many University projects.

The PCC mandates certain procedures described in more detail in this section, covering the selection of, and contracting with, specified types of consultants, including design professionals. The following procedures for the selection of consultants apply to all capital improvement projects, including renovation projects, in which the University is involved in the selection of the consultant. The selection process for consultants varies with anticipated consultant contract sum and the type of consultant services. See [PCC 10510.4 - 10510.9, “Contracts with Private Architects, Engineering, Environmental, Land Surveying and Construction Project Management Firms;”](#) [PCC 10515 – 10518, “Conflicts of Interest;”](#) [Flowchart: Consultant Selection for Services over \\$100,000;](#) and [Flowchart: Consultant Selection for Services up to \\$100,000.](#)

2.2.1 Advertising

Facilities shall informally encourage firms that are interested in pursuing contracts with the University for the performance of Covered Services (defined below) and other project-related services to submit to each University location annually a statement of qualifications and performance data. Contact information for firms submitting such statements of qualifications and performance data shall be maintained by each Facility as an applicant pool for use in accordance with [Applicant Pool](#) below.

When Advertising is Required. A Facility may advertise specially for consultants for any project, regardless of project cost. However, advertising is mandatory for a consultant contract with a sum of fees plus reimbursables (hereinafter referred to as “Contract Sum”) reasonably anticipated to be over \$100,000 for Covered Services. Covered Services include:

- architectural, landscape architectural, engineering and land surveying services;
- environmental services performed in connection with project development and permit processing;
- construction project management services for management and supervision of work performed on University construction projects; and
- real property development services in connection with the development of a developer-owned project on land owned or controlled by the University.

Advertising is also required for any contract for Covered Services, even if the Contract Sum is estimated to be below \$100,000, if the type of project or the type of services required was not identified in the annual announcement placed by the University to solicit interested consultants to perform such services (the “Annual Announcement”). Each year an applicant pool is created from firms responding to the Annual Announcement. If the firm is deemed qualified, it is added to the applicant pool. [See Applicant Pool below.](#)

Any advertisement is to include the following language to convey the University's policy to ensure equal opportunity in University contracting: "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." To expedite the design process, a Facility may advertise for design professionals prior to (i) full budget approval or, (ii) approval to expend preliminary plans funds (“P” approval). However, a Facility cannot appoint an Executive Design Professional (“EDP”) or execute an Executive Design Professional Agreement (“EDPA”) prior to one of these two approvals. The advertisement should cite the status of the project (e.g., if not yet approved, identify it as a “proposed” project and state that final selection and appointment is contingent upon project approval and funding).

Where to Advertise. Advertisements must be placed in:

1. [The State Contracts Register](#), and
2. In publications of the respective professional societies and organizations of persons that perform those services.

If the applicable professional societies and organizations do not maintain a statewide publication for this purpose, the Facility shall advertise on the Facility’s own website. If the Facility does not maintain a website for such a purpose, the advertisement shall be placed on the website maintained by Design and Construction

Services, Capital Programs, UCOP. In addition to the above requirements, advertisements may be placed in other publications, including newspapers of general circulation. Advertisements must be posted at least two weeks prior to any deadline for the submittal of documents in response to such advertisements. If the consultant services can be performed by more than one type of covered consultant, the advertisement should be placed in the publication of each applicable society or organization that offers such services. The advertisement requesting qualifications must include:

1. The type of consultant service required.
2. The title and a brief description of the project.
3. The project's estimated construction cost and gross square footage, (if applicable).
4. The Facility name, directions for obtaining detailed submittal requirements, and contact information for questions.
5. The deadline (date and time) for receipt by Facility of detailed submittals.
6. A statement that each candidate firm will be required to show evidence of its equal employment opportunity policy.

2.2.2 Applicant Pool

Each Facility must maintain a current list of consultants (Applicant Pool). The Applicant Pool will include all consultants that submitted current statements of qualification and performance data to the Facility, including those who submitted in response to the Annual Announcement. Once an Applicant Pool is established, it may be useful to subdivide it by specialized experience, qualifications, and production capability.

For a consulting contract with a contract sum reasonably anticipated to be under \$100,000, if the type of project and the type of services required were identified in the Annual Announcement, the Facility administrator with delegated authority to approve the selection of construction-related consultant services ("Responsible Administrator") may select a consultant from the Applicant Pool and/or from any other source the Responsible Administrator may wish to use. The Facility must preclude favoritism in the selection process and ensure compliance with the University Policy to Ensure Equal Opportunity in Business Contracting. For consultant services in excess of \$100,000 but not included in the Covered Services, [see Consultant Services Not Covered by PCC below](#).

Sheltered SBE/DVBE Applicant Pool for Consulting Contracts Under \$100,000.

Sheltered SBE/DVBE Applicant Pool is a program whereby a portion of contracts is designated, before solicitation of qualifications or proposals, for submission from SBEs and/or DVBEs. The goal of sheltered selection is to provide greater opportunities for such business enterprises in UC capital programs.

Campuses will set aside contracts on which they will utilize a Sheltered Applicant Pool on Professional Contracts. For Professional Consultants, this will apply to selected Contracts under \$100,000. SBE and DVBE Consultants can qualify to be part of the Sheltered Applicant pool by replying to the annual announcement and submitting a [Consultants Profile Form](#). Contracts awarded under the Sheltered Applicant Pool program require 51% of the work to be performed by an SBE or DVBE. SBE/DVBEs complete and submit UC's Confirmation of Certification form within five (5) days of notification of selection. This performance requirement will be verified on the Report of Subconsultant Information form submitted by the successful proposer. This will again be confirmed against the Final Distribution of Contract Dollars form submitted with project closeout

material. Campuses will have the discretion to seek additional qualifications or proposals from non-SBE/DVBE entities if the bid is not successful, including if the proposals do not meet the project budget, and to re-solicit the services as unsheltered.

2.2.3 Screening Committee

The Screening Committee shall be composed of one or more persons (including an appropriate staff design professional, if the consultant is a design professional.) All members of the Screening Committee must be familiar with either the technical requirements of the project or the level of professional competence that will be required of the consultant that is selected.

2.2.4 Screening Process

For consulting contracts with a Contract Sum reasonably anticipated to be over \$100,000, the Screening Committee shall develop a list of at least three consultants who appear to be the most qualified to provide the services under consideration, selecting from the Applicant Pool and from those firms that responded to the project RFQ following its advertisement. The list shall be submitted for approval to the Responsible Administrator. Once approved, the Responsible Administrator shall forward the list to the Selection Committee.

2.2.5 Selection Committee

For a consulting contract for one or more of the Covered Services with a Contract Sum reasonably anticipated to be over \$100,000, a Selection Committee must make its recommendations to the Responsible Administrator from the approved list prepared by the Screening Committee, with consultants added in accordance with [Selection Process](#), below, if appropriate. The Selection Committee convened must have at least three members, including one member of the Screening Committee, and as many of the following interests, and in such numbers, as is deemed appropriate to the project under consideration: Facility faculty, students, and administrative staff. Members should be selected for their expertise and knowledge of the project requirements.

2.2.6 Selection Process

The Selection Committee must notify the candidate firms on the approved list that they are being considered for selection and that they must respond, in writing, to the Selection Criteria in the Qualification Packet. Each Facility is responsible for developing its own consultant Qualification Packet that includes appropriate Selection Criteria and a form of Statement of Qualifications. The Packet's forms must be designed to ensure that responses will provide sufficient information to allow an equitable assessment of the qualifications necessary for the services required. At a minimum, the Qualification Packet must include the following:

1. **Selection Criteria (Attachment A)**. This is a list of the criteria a Facility uses to review the qualifications of a consultant.
2. **Statement of Qualifications (Attachment B)**. This form, to be completed by each consultant candidate firm, contains basic information about the firm wishing to do business with the University.

The Qualification Packet must require the consultant to disclose all work performed on any University project in the previous 5 years and whether any disputes, claims or litigation arose from such work. The Facility may use the Consultant Experience Form (included in the Selection Criteria) for this purpose. Any Facility considering hiring a consultant who discloses claims or litigation should contact UCOP and/or the project manager of the project on which such claims or litigation arose to discuss the underlying facts and circumstances. If a Facility decides to hire a consultant involved in a claim or litigation with the University, such consultant shall be required to agree in writing not to introduce such new hiring as evidence in the pending claim or litigation.

The Selection Committee must review the materials submitted by each consultant on the approved list and may request additional or more current information about a firm and its experience. The Selection Committee must review the qualifications of each consultant being considered on the basis of the Selection Criteria. The Selection Committee may add other consultants to the approved list with the concurrence of the Screening Committee and the Responsible Administrator. All such added consultants must respond to the Selection Criteria and be evaluated in the same manner as those consultants previously on the approved list. The Selection Committee shall conduct discussions with no fewer than three firms (provided that at least three qualified firms submitted their qualifications) regarding anticipated concepts, the relative utility of alternative methods of approach for furnishing the required services, and such other issues as may be appropriate. Interviews conducted with the consultants on the approved list satisfy the requirement for discussions. The discussions may be conducted as in-person interviews or may consist of an exchange of oral or written communications. Based on the Responsible Administrator's instructions, the Selection Committee shall present a recommended list of the firms with which it conducted discussions. The list will be in order of ranked qualifications based upon the Selection Criteria and will include no fewer than three of the firms deemed to be the most highly qualified to provide the services required. If the ranked list includes fewer than three firms, or if fewer than three firms submitted qualifications, then the referral must be accompanied by documentation showing the efforts used to generate submissions from additional firms. The Responsible Administrator will review and approve the recommended list or return the list to the Selection Committee with directions for further action.

2.2.7 Conflict of Interest

Participating as a member of a Screening or Selection Committee shall constitute "making or participating in the making of a decision." Requirements governing such decision-making and financial conflict of interest are found in the University's [Conflict of Interest Code](#) and [UC Finance Bulletin G-39](#), and shall be observed when acquiring consultant services. Specific prohibitions include rebates, kickbacks, or other unlawful considerations. University employees with a relationship to a person or business entity seeking a contract under these provisions are prohibited from participating in the selection process.

2.2.8 Avoiding Follow-On Contracts

[PCC 10515 et seq.](#) prohibits a consultant who has provided services on a project from bidding for or being awarded another contract to perform related services for the same project. However, architectural, landscape architectural, engineering, environmental, land surveying, construction project management, or real property development services (defined in Advertising as Covered Services) may qualify for an exception to this ban. The exception to the ban that the statute allows for the Covered Services only applies to the selection of consultants in accordance with the procedures described in this chapter. Facilities must be careful to navigate

the statutory requirements if they wish to qualify for such an exception.

As an example, a firm providing architectural services for bridging documents on a design/build delivery method project would be precluded from participating in the design/build team because the selection of a design/build team is governed by contractor selection statutes using a competitive bid process, not the quality-based consultant selection process described herein. This same firm would not, however, be precluded from consideration in a separately advertised request for a complete project design, which has no construction competitive bid element. In either case, the Facility must follow the selection process described in this section [Procedures for Consultant Selection](#) and must comply with the notice requirements in [Contract Negotiations and Appointments](#) below. For questions regarding legal restrictions on consultant contracting, contact UCOP Design and Construction Services or your designated UCL Construction Counsel.

2.2.9 Sheltered SBE/DVBE Pool For Executive Design Professionals Under \$100,000

A Sheltered Applicant program is also available for Executive Design Professionals for contracts under \$100,000. For the selection process and program rules, see Advertising.

2.3 Contract Negotiations and Appointments

After providing notification to the firm ranked first on the Selection Committee's list ranking the top candidate firms, the Responsible Administrator or his or her designee shall provide written instructions for the negotiations that are to follow, including instructions to submit a cost proposal for the services required. These instructions shall provide the firm with the necessary information that shall allow the negotiations to proceed in an orderly fashion. If the Facility advertised the services required for additional components of the project but intends to enter into an initial agreement covering only the first phase or component, it must notify the consultant in writing that the negotiations will only address that first phase or component. The Facility should provide an estimate of the time frame for commencing negotiations for any additional agreement covering the remaining services. [See Avoiding Follow-On Contracts.](#)

Negotiations should begin within 14 days after the successful firm has been notified of its selection or upon receipt of the cost proposal if such receipt occurs later. The consultant should be notified if additional time is necessary to begin negotiations. If the Facility estimates that it will be unable to commence negotiations within the required 14 days, it must notify the consultant in writing.

Should the Facility be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the Facility determines to be fair and reasonable, negotiations with that firm should be formally terminated in writing. The Facility should then undertake negotiations with the second most qualified firm, subject to the same requirements and process described above. If the Facility is unable to negotiate a satisfactory contract with the second most qualified firm, the Facility should terminate negotiations and then undertake negotiations with the third most qualified firm.

Should the Facility be unable to negotiate a satisfactory contract with any of the selected firms, it should select additional firms from the pool considered by the Selection Committee, in order of their ranked qualification based upon the Selection Criteria and continue negotiations in accordance with the procedures herein until an

agreement is reached. If no agreement is reached with any of the applicants in the pool considered by the Selection Committee, then the selection process shall begin anew.

2.4 Consultant Insurance Requirements

Guidelines for minimum insurance requirements can be found in the latest edition of *Insurance Requirements/Certificates of Insurance* ([UC Finance Bulletin, BUS-63, Exhibit D](#)). Levels of insurance are established based on the degree of risk and the extent of the University's exposure in the event of a loss. The insurance limit requirements in BUS-63 Exhibit D are intended as guidelines to assist Facility Risk Managers, in conjunction with Responsible Administrators, to set appropriate limits for each project, once risk has been identified and evaluated. For this reason, it is essential that contract administrators and project managers consult Facility Risk Managers in setting insurance limits.

2.5 Agreement Execution

Upon the completion of negotiations and confirmation of appropriate insurance coverage, the Facility and the consultant shall proceed to execute an agreement. The agreement shall be provided to the consultant by the Facility within 45 days after negotiations have been concluded. If the Facility estimates that it will be unable to complete the agreement within the required 45 days, it shall notify the consultant. If the consultant fails to execute the Agreement within fourteen days of receipt or withdraws from the process, then the Facility may formally terminate the negotiations with that consultant and undertake negotiations with the second most qualified consultant.

2.6 Project File Records

For each consultant screening and selection process, the following must be preserved in the project file:

- Proof of publication for each public notice.
- The applicant list is prepared by the Screening Committee and approved by the Responsible Administrator.
- The consultant Qualification Packet.
- The names of Screening and Selection Committee members.
- The Selection Committee's list in order of ranked qualification based upon the Selection Criteria.
- A copy of the Responsible Administrator's written instructions for negotiation.
- A copy of each appointment letter, if applicable.
- The original executed agreement.

See the latest UC Finance Bulletins ([RMP Series - Records Management and Privacy](#)) and the current [Records Retention and Disposition Schedules](#) for information on retention of records.

2.7 Consultant Services Not Covered by PCC 10510.4 - 10510.9

The [PCC 10510.4 - 10510.9](#) requires the University to utilize the specified selection and contracting procedures described above for contracts with consultants for Covered Services (as defined in 2.2.1, above). The PCC also exempts contracts that comply with these requirements from the follow-on contracting prohibitions of [PCC 10515](#). The procedures in this Chapter are applicable to all consultants providing Covered Services on projects. Contact [Design and Construction Services](#), UCOP if consultants need to be retained to provide other than Covered Services and for those whose services are not expected to exceed \$100,000 in cost but were not included in the Annual Announcement. Consultant services that do not fall within the Covered Services and do not follow the procedures described in PCC, 10510.4 et seq., are not exempt from the application of the prohibition against specified contracting practices set forth in [PCC 10515](#). [See Conflict of Interest above, for more information.](#)

2.8 Design Professional Appointment Procedures

University procedures for design professional appointments apply to executive architects, executive landscape architects, and executive and consulting engineers (structural, civil, mechanical, and electrical). The authority and procedure for appointing executive design professionals (following the selection process described above) is described in Authority of Appoint Executive Design Professionals and Submitting a Request for an Executive Design Professional Appointment below. When the term "executive" is applied to design professionals, the term refers to the primary design professional on a project and the one responsible for the overall design. An executive design professional shall be retained using an Executive Design Professional Agreement (EDPA) for all phases of project design, including schematic design.

2.9 Authority to Appoint Executive Design Professionals

[Standing Orders of The Regents, 100.4\(dd\)](#) provides: "Except as otherwise specifically provided in the Bylaws and Standing Orders, the President is authorized to execute on behalf of the Corporation all contracts and other documents necessary in the exercise of the President's duties." The authority delegated to the President in [SO 100.4\(dd\)](#) was redelegated in [DA2629](#) for all projects with approved budgets on property owned by the Regents or on property which will be owned by the Regents upon completion of the project:

To the Executive Vice President-Chief Financial Officer who redelegated it to the Associate Vice President-Capital Programs, Energy and Sustainability; and to the Chancellors, Director-Lawrence Berkeley National Laboratory and the Vice President-Agriculture and Natural Resources for projects with a total individual project cost not exceeding \$70,000,000, subject to design and design professional requirements set out herein. [See Regents Policy 8103 on Capital Project Matters.](#)

2.10 Submitting a Request for an Executive Design Professional Appointment

A Facility requesting the appointment of an executive design professional for a project in excess of \$70,000,000 must submit a letter to the UCOP, Director of Design and Construction, recommending the appointment of the executive design professional. The letter must include the following components:

1. Project name, plant account number, and brief descriptive background;
2. Campus contact for related information;
3. Copy of the Request for Qualifications;
4. A brief description of the outreach, advertising and selection process related to the project, including the number of Statements of Qualification received and the number of firms shortlisted for interview;
5. Name and office location of recommended executive design professional;
6. Copy of the recommended firm's completed Consultant Qualification Packet;
7. The negotiated fee for basic services, the project construction cost, and the fee for basic services expressed as a percentage of construction cost (See Executive Design Professional Fee Guidelines available from Design and Construction Services, Capital Resources Management, UCOP);
8. Comment on project conditions that justify any fee above the guideline amount;
9. Description of any special considerations taken into account during the selection process.

For all projects in excess of \$70,000,000, the information required in this section must be approved in writing by the Chancellor or other Responsible Administrator with delegated authority under [DA2629](#) as part of any request for appointment of an Executive Design Professional and execution of an Executive Design Professional Agreement. Approval of the recommendation is contingent on either full budget approval or “P” approval and adherence to University policies and guidelines for the selection of executive design professionals. If an exception to the University guidelines is being requested, the reasons for the exception must be stated in the recommendation letter and the appropriate background materials enclosed.

Chapter 3: Design Professional Agreements

Updated Feb 23, 2026

The University uses three standard types of design professional and professional service agreements for design, consulting, and construction management services: the Executive Design Professional Agreement, the Construction Management Agreement, and the Professional Services Agreement. Certain conditions must be met before design professional agreements are executed. The following conditions must be met before agreements are executed:

1. The design professional has been selected in accordance with the policies and guidelines described in this volume ([see Consultant Selection](#)), and the final selection has been approved.
2. Funds are budgeted and available for the portion of the contractual commitment that becomes effective upon the execution of the agreement.

3.1 Preapproved Agreements

UCL approves all contracts, agreements, and other legal documents relating to the business of the University as the “Corporation.” UCOP have issued the following pre-approved agreements for use by the Facilities:

1. Executive Design Professional Agreement between The Regents of the University of California and the Executive Design Professional (Executive Design Professional Agreement and Blanket Executive Design Professional Agreement)
2. Master Architect Agreement
3. Construction Management Agreement between The Regents of the University of California and the Construction Manager (Construction Management Agreement)
4. Professional Services Agreement between The Regents of the University of California and the Consultant (Professional Services Agreement)

Approved documents models for each type of agreement are located in the [Online Repository of Approved Contract Templates](#).

3.2 Modifying Pre-Approved Agreements

If project conditions require a pre-approved agreement to be modified, use the modification instructions in this chapter, and the Cover Sheet and Instructions ([see Cover Sheets and Instructions below](#)) and the instructions in the body of the agreements for guidance. When a Facility proposes to use another agreement or to make any substantial changes to a pre-approved agreement, the proposed changes must be reviewed and approved by UCOP and UCL. Substantial changes are changes to “core” clauses such as definitions, arbitration, indemnification and insurance, limitations to liability, exclusions, and site observations or inspections. A Facility may modify clauses such as scope of work and additional services. Facilities should send a copy of the proposed revisions (or a newly proposed agreement) to UCOP and UCL. Changes should be submitted in track changes format. Allow approximately three weeks for the review and approval of Facility proposals.

3.3 Cover Sheets and Instructions

While this chapter provides some information on preparing the individual design professional documents, the Cover Sheets and Instructions in the Contract Templates ([see Preapproved Agreements above](#)) provide more detailed, step-by-step instructions on completing and modifying the documents. Each document model in the Contract Template 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 information required for document completion.

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

3.4 General Preparation Instructions

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

3.5 Executive Design Professional Agreement

The Executive Design Professional Agreement (or an approved version) is used to contract with executive architects, executive landscape architects, and executive and consulting engineers (structural, civil, mechanical, and electrical). The executive design professional is required to be licensed in the state of California.

3.5.1 Terms in the Executive Design Professional Agreement

The following terms are used for the principal entities in the Executive Design Professional Agreement (including Blanket and CM at Risk):

- University
- University’s Representative
- University’s Designated Administrator
- Executive design professional
- Project architect or engineer (project manager)

University. The term “University” means The Regents of the University of California. The University initiates the project; secures funding for the planning, design, and construction; selects and contracts with the design professional, consultant, contractor, and other professionals, as applicable; and operates and maintains the completed project.

University’s Representative. The term “University’s Representative” shall mean the person or entity administering the construction contract for the University. The University must always have a University’s Representative, who may be the design professional, a University employee, or another entity designated by the University.

University’s Designated Administrator. The term “University Designated Administrator” means the administrator who acts on behalf of the University with respect to the agreement.

Executive Architect (or Engineer). When the term “executive” is applied to design professionals, the term refers to the primary design professional on the project, licensed in the state of California, who is both liable and accountable for the overall project design. There may be other design professionals on the project, but they are

not responsible for the overall design.

Project Architect (or Engineer). The term “project architect” or “project engineer” means the specific University-approved design professional named in the agreement as the design professional's designated principal or staff member in charge of providing all services required in the agreement.

3.6 Management Agreement

The Construction Management Agreement (or an approved version) is used to contract with a licensed architect, registered engineer, or licensed general contractor for some or all the services similar to the following:

- Construction oversight,
- Project design review and evaluation,
- Construction mobilization and supervision,
- Bid evaluation,
- Project scheduling,
- Cost-benefit analysis,
- Claims review and negotiation, and/or
- General management and administration of a construction project.

The University uses two methods for contracting with a construction manager; when using the standard Construction Management Agreement, the construction manager does no construction work on the project and either performs services in support of the University’s Representative or acts as the University’s Representative. When the Construction Management Agreement is used for a CM/Multiple Prime Trade delivery method the Construction Manager acts as the University’s Representative. Do not use either agreement when the consultant is required to perform any construction work on the project. That contract must be competitively bid using the CM at Risk format.

3.7 Professional Services Agreement

When all other consultant services are required for planning, design, and construction projects, the Professional Services Agreement is used. Examples of this type of work include:

- Land surveys (including boundaries, topography, and utilities);
- Site and foundation investigation based on soils, geology, and hydrology for proposed facilities;
- Seismic studies for existing structures or special analysis of proposed structures;
- Soil samples testing (moisture content, soils type, expansion, bearing capacity);
- Scheduling;
- Planning;
- Programming;
- Model making, independent design review, and rendering;
- Environmental services;
- Construction site inspection of construction materials and laboratory testing of construction materials;

- Cost estimating; and
- Peer review.

The Professional Services Agreement is used as a “blanket agreement” to contract with a consultant for a specific period of time. When the Facility is ready to use the consultant's services, Exhibit A of the agreement, an Authorization to Perform Services is executed. Exhibit A specifies the services to be performed, the compensation, and the time frame in which the services will be performed. Other than making approved modifications, a Facility may not modify the Professional Services Agreement unless the UCL and UCOP have approved a Facility's proposed modifications to the agreement.

Chapter 4: Code and Regulatory Compliance

Updated Apr 15, 2026

Building codes, standards, federal and state legislation, and federal, state, and local agency regulations affect University projects. The University is its own enforcement agency for all code requirements except those regarding fire code, access compliance, and medical facilities covered by the Office of Statewide Health Planning and Development. For these code requirements, University projects are subject to plan approval and enforcement authority by three state agencies.

The University is the Authority Having Jurisdiction (AHJ) for matters of code regulations on University projects. The University complies with the Title 24 California Building Standards Code, Parts 1-12 and all amendments (CBC). Each Facility acts as a "local jurisdiction" complete with its own Building Official and local administered code compliance program (similar to building officials in city or county jurisdictions). The primary Building Official requirements are defined below.

All facilities owned, leased, designed, constructed, altered, or renovated with intent, or future intent, to support the mission of the University are under the jurisdiction and responsibility of the University and local Facility administration. Each Facility shall have a code compliance program to design, approve, construct, alter, renovate, inspect, and maintain its facilities in accordance with all applicable codes and regulations, and University policies. Codes and regulations include the California Building Standards Code as adopted by the University, any applicable federal, state, and local agency regulations and legislation, and any more restrictive University standards so long as such standards are not in conflict with applicable law. The code compliance program applies to all activities at the above-described facilities that are subject to building codes and other related regulatory compliance, regardless of funding source, party overseeing construction, or the ownership status of the improvements.

This chapter describes codes and regulations that typically apply to University projects, although some projects may have additional special requirements. The Designated Campus Building Official, Lead Designated Campus Fire Marshal, Environmental Health & Safety office, and the funding agency should be consulted to determine whether other codes and regulations may apply. Some projects may require the University to duplicate or share authority with local, state, or federal jurisdictions.

When the University leases property to a separate entity and/or enters into ground leases or public-private partnership agreements, the University continues to act as the AHJ with enforcement authority consistent with the University's mission, policies, and obligations to state and federal law. Facilities must identify the Authority Having Jurisdiction in such agreements and contracts. For further information consult with UCOP, Real Estate Services & Strategies, and UCL. Each Facility's program shall include an appointed Campus Building Official (CBO/A), Certified Building Official (CBO), Lead Designated Campus Fire Marshal (Lead DCFM), and Environmental Health & Safety Office. The program shall have effective processes for code and regulatory consultation, plan review, permitting, inspection and final acceptance in accordance with requirements of this volume.

4.1 Code Compliance and Administration

Designated Campus Building Official, Campus Architect (DCBO). The DCBO is a University employee, appointed as the University professional responsible for administering the Facility's architecture, engineering, and construction building program, including the enforcement of the CBC and related University policies. The DCBO is responsible for the administration and management of campus facility design, construction, renovation, and other Facility design and construction related obligations to support effective enforcement of the building program obligations.

Additional obligations include, but are not limited to, compliance with applicable accessibility laws and policy, UC Seismic Safety Policy, [Sustainable Practices Policy](#), adhering to the [Long Range Development Plan](#) the [Physical Design Framework](#) (and local Facility adopted policies and guidelines (e.g. Gender Inclusive Facilities)). The DCBO may also receive delegated authority to procure and enter into contracts for design, construction, and related services. The DCBO shall be a licensed architect, registered professional engineer, licensed land surveyor, or certified industry professional with substantial expertise in, and understanding of, the architecture, engineering, and construction industry. DCBO is the University's AHJ for the Facility. The DCBO may delegate responsibilities to a Certified Building Official, or if meeting the CBC qualifications, the DCBO may satisfy the role of Certified Building Official.

4.1.1 Certified Building Official (CBO)

Each Facility shall employ a qualified University employee as a CBO. The authority of the CBO may not be redelegated to any person or entity, regardless of their qualifications and/or expertise. The Certified Building Official shall establish procedures to perform the responsibilities and duties of "Building Official" defined in the CBC. The Certified Building Official enforces compliance with all applicable local, state, and federal regulations, by appropriate reviews and inspection as required therein. Consistent with California Health and Safety Code, the CBO shall obtain certification from a recognized state, national, or international association within one year of hire. The CBO is responsible for ensuring that all construction projects comply with [Title 24](#), including administering the functional building department, interpreting code requirements, and directing the code process.

CBOs enforce code compliance for all campus or campus-related projects. CBOs also ensure that fire and life safety requirements are reviewed by a Designated Campus Fire Marshal (DCFM), and that Disabled Access

requirements are reviewed by the Division of the State Architect-Access Compliance (DSA-AC) when required. CBOs shall enforce HCAI's "licensed clinic" regulations referred to in the Building Code as "OSHPD 3."

CBOs issue building permits and work closely with the DCFM on the issuance of a Certificate of Occupancy, Beneficial Occupancy, and Temporary Occupancy in accordance with the contract documents and permit requirements, and after verification of code compliance and review by other officials, as appropriate. In the administration of these duties, the CBOs may use in-house staff or consultant plans examiners and construction inspectors. All plans examiners and construction inspectors must meet qualifications and requirements for either performing required inspections or for plan review to verify code compliance with the CBC. [See RD - State Agencies with Plan Approval Authority over University Projects.](#)

4.1.1.1 University of California Board of Building Appeals

The University of California has formed a Board of Building Appeals (Board), which has authority to hear and decide appeals of orders, decisions, and determinations made by each Facility Certified Building Official (CBO) relative to the application and interpretation of the California Code of Regulations (CCR) and other pertinent laws or ordinances. [See California Code of Civil Procedure Section 1094.5, California Code of Civil Procedure Section 1094.6, and RD - Board of Building Appeals \(BOA\) Application.](#)

The following sets forth the governing structure of the Board. The Board has also developed specific rules of procedure that are not part of this Facilities Manual. A copy of the Board's procedural rules may be requested from the UCOP Director of Design and Construction.

1. Appointment and Terms

1. The Board of Building Appeals (Board) shall consist of seven standing members appointed by the UCOP Director of Design and Construction. These members may be members of the Campus Building Official Council (CBOC).
2. Board members shall serve up to a three-year term without compensation. A successor shall be appointed before the expiration of a Board member's term.
3. Board members shall serve no more than three consecutive terms.
4. Board members shall be appointed so that the terms of not more than two members will expire in any year.
5. The Board shall elect a chairperson annually from among its members unless a chairperson is selected by the CBOC.
6. Board members shall be qualified by experience and training to review matters pertaining to applicable building codes and regulations, design and construction of buildings, and fire protection. The Board may consist of the following design professionals or tradespersons experienced in:
 1. Civil Engineering
 2. Structural Engineering
 3. Fire Protection Engineering
 4. Architecture
 5. Electrical and/or Mechanical Engineering
 6. Accessibility
7. The Council of Campus Fire Marshal (CCFM) Liaison to the CBOC, the UCOP Design & Construction Liaison to CBOC, and one member of the UCL Construction Counsel shall be ex-officio members of the

Board.

8. If a Board member is an employee of a Facility that is the subject of an appeal, such Board member shall be recused from the entire appeal proceeding.

2. Meetings

1. The Board shall meet as often as necessary for the transaction of its business but not less than once annually.
2. Five Board members shall constitute a quorum, with the affirmative vote of at least a majority of the quorum for any action.

3. Powers and Duties

1. The Board shall have the authority to hear and decide appeals of orders, decisions, or determinations made by the CBO relative to the application and interpretation of the CCR.
2. The Board shall not evaluate appeals that fall under the principal jurisdiction of the Lead Designated Campus Fire Marshal (LDCFM), or the Office of the State Fire Marshal (SFM). In the event the Board is unclear whether an appeal should be referred to the appropriate Fire Marshal (FM), the Chairperson shall, within seven (7) calendar days of receiving the appeal, contact the appropriate FM to resolve the issue of jurisdiction. The CBO will be notified in writing of the FM decision within seven (7) calendar days.
3. The Board shall approve requests for an alternative material, design, or method of construction where the Board finds that the proposed design is satisfactory and complies with the intent of the provisions of the code, and the material, method, or work offered is for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability, and safety.
4. The Board may recommend a new policy to UCOP.
5. The Board shall have no authority to waive requirements of the CCR. The Board shall adopt procedural rules and policies consistent with the law for the conduct of its business.

4. Appeals

1. Any person adversely affected by a determination made by the CBO in administering or enforcing the CCR may appeal the determination to the Board, by filing an application available in the RD.
2. An application for appeal shall be based on a claim that the true intent of the CCR or the rules legally adopted thereunder have been incorrectly interpreted, or the provisions of the CCR do not fully apply.
3. The appeal shall be filed with the Board no later than ten (10) calendar days after receipt of written notice of the CBO's determination. Failure to timely request an appeal constitutes a waiver of the hearing and a failure to exhaust administrative remedies.
4. The Board shall schedule a hearing to consider the appeal within ten (10) calendar days from receipt. The Board shall consider relevant evidence presented at the hearing and may also consult with non-Board experts to assist with rendering a decision.
5. The Board shall document all decisions and findings in writing. The decision of the Board shall be issued within ten (10) calendar days of the hearing. A copy of the decision shall be delivered to the applicant(s) personally or sent electronically with a duplicate copy to the CBO. The date of service shall be considered the same day if delivered personally or electronically.
6. The decision of the Board in granting or denying an appeal shall become final on the date of service. Any appeal of the decision must be filed by the appellant with a court of competent jurisdiction pursuant to

California Code of Civil Procedure Sections 1094.5 and 1094.6, within thirty (30) calendar days of the decision, otherwise, all objections will have been waived. The filing of such appeal within such time limit shall stay the effective date of the decision of the Board.

4.1.2 Designated Campus Fire Marshal (DCFM)

The University of California has a Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CAL FIRE) - Office of the State Fire Marshal (OSFM). Through this MOU, the OSFM delegates responsibility for compliance with fire and life safety regulation to Lead Designated Campus Fire Marshals (Lead DCFM) for all University campuses and properties administered or occupied by the University. Each Facility must appoint one University employee as the Lead DCFM. Other qualified University employees may be appointed as DCFMs in support of the Lead DCFM. [See Health and Safety Code, State of California, section 13146.](#) The Lead DCFM is responsible for Title 19 and Title 24 responsibilities for fire and life safety and will coordinate with the appropriate OSFM Division Chief regarding various administrative matters, training, quality control, program evaluation, and technical guidance. The Lead DCFM is responsible for oversight of all DCFMs. The Lead DCFM manages and directs plan review, permitting, construction observation, occupancy, and uses related to the fire and life safety at all facilities owned and/or occupied by University students, faculty, staff, and personnel.

The UCOP administers the MOU and oversees the Designated Campus Fire Marshal Program. On behalf of a Facility, UCOP requests OSFM review and approval of DCFM candidates. In accordance with the MOU, OSFM must provide a final review and determination regarding the acceptability of the candidate's qualifications for recognition as a DCFM or Lead DCFM. Facilities shall submit projects to the Designated Campus Fire Marshal in lieu of the Office of the State Fire Marshal. Designated Campus Fire Marshals also have the authority to perform "Existing Facility Inspections" and/or Title 19 Inspections.

A DCFM is the responsible enforcement authority for State Fire Marshal regulations, including granting "fire clearance" before a facility may be occupied. Pursuant to the MOU and Article IX, section 9, of the California Constitution, the DCFM also has authority to enforce more restrictive fire and life safety standards on behalf of the University, so long as such standards are not in conflict with applicable law. Certified Building Officials work closely with the Designated Campus Fire Marshal, jointly issuing permits, Certificates of Occupancy, Beneficial Occupancy, and/or Temporary Occupancy in accordance with the contract documents, permit requirements, the requirements of this Facilities Manual, including verification of code compliance and review by other officials, as appropriate. [See Occupancy and Ancillary Documents.](#)

4.1.4 Occupancy and Ancillary Documents

References (and ancillary documents for authority of enforcement):

- [*RD - State Agencies with Plan Approval Authority over University Projects*](#)
- [*Inspection Policy and Responsibility*](#)
- [*Taking Beneficial Occupancy*](#)
 - [*RD - Inspectors' Daily Report*](#)
 - [*RD - Certificate of Beneficial Occupancy*](#)

- [RD - Temporary Certificate of Occupancy](#)
- [RD - Certificate of Occupancy](#)
- [Determining Substantial Completion](#)
 - [RD - Substantial Completion and Contract Closeout Flowchart](#)
- [California Code of Regulations, Title 24, Part 2, Volume 1, Chapter 1, California Building Code](#)
 - [Division I, Section 1.2](#)
 - [Division II, Section 104](#)
 - [Appendix A102 Employee Qualifications](#)
- [Health and Safety Code, State of California, Sections 18949.25 - 18949.31](#)

4.2 State Codes, Regulations, and Agencies

Three state agencies have plan approval authority for code compliance for most University projects: [Office of the State Fire Marshal](#) (OSFM) via DCFM, [Division of the State Architect- Access Compliance](#) (DSA-AC) [Department of Health Care Access and Information](#) (HCAI). Construction documents and supporting data are submitted to these code enforcement agencies for final approval ([see RD - State Agencies with Plan Approval Authority](#)) as required. Agency reviews result in document approvals and the necessary permits for funding release (state-funded projects), bidding, and construction. Each Facility is responsible for meeting the code requirements of these agencies and obtaining the necessary project approvals from these agencies.

4.2.1 Effective Code Date

By agreement with the OSFM, the effective code compliance date for a University project is the date of the first submittal of Preliminary Drawings (at the end of the Design Development Phase) to the Designated Campus Fire Marshal (DCFM) and the Certified Building Official (CBO). The project must be designed, reviewed, and constructed to comply with the edition of the California Building Standards Code (CBC) and all applicable local, state, and federal agency codes and regulations in effect at the time of the first submittal. In the event that Preliminary Drawings are not submitted to the DCFM, the date of submittal of the completed Construction Documents to the DCFM shall be the effective code compliance date. If requested by the Facility, and if approved by both the Certified Building Official and the Designated Campus Fire Marshal, the newest code edition may be used during the 180-day period prior to the effective date of the new code.

Exception for medical projects: Per HCAI's current Code Application Notice (CAN 1-0), the effective code date is the date the HCAI deems the Application for New Project complete and formally accepts the project for plan review. The CAN notes that projects must comply with the edition of Title 24 in effect at the time the application is accepted for plan review.

The submission of preliminary documents, including schematic design and geotechnical reports, does not establish the effective code date. While a project number may be assigned early in the process, it is not the determining factor for code applicability. Therefore, the effective code date is not tied to the first submittal of schematic design or preliminary documents, nor to the assignment of a project number.

4.2.2 California Code of Regulations

All Facility design and construction projects must comply with all applicable state building code requirements and all applicable local, state, and federal agency regulations. Several other titles of the California Code of Regulations (CCR) apply to different aspects of University projects. These titles may include operational or construction provisions. Use of these titles depends on the type of project. They include, but are not limited to, the following:

- California Code of Regulations, Title 8, Industrial Relations (contains requirements for elevators, Cal/OSHA, Construction Safety Orders, and hazardous substances such as asbestos and carcinogens).
- California Code of Regulations, Title 13, Motor Vehicles. - Hazardous Materials Transportation.
- California Code of Regulations, Title 14, Natural Resources.
- California Code of Regulations, Title 17, Public Health - Radiation Safety.
- California Code of Regulations, Title 19, Public Safety (outlines the Office of the State Fire Marshal authority and regulations).
- California Code of Regulations, Title 20, Public Utilities and Energy.
- California Code of Regulations, Title 21, Public Works.
- California Code of Regulations, Title 23, Waters (contains compliance information for water handling and treatment, Underground Storage Tank Regulations, Storm Water Program sets development standards on landscape, paving, roofing and other impervious surface changes).
- California Code of Regulations, Title 24, California Building Standards Codes.
- California Code of Regulations, Title 25, Housing and Community Development. – Modular Buildings (trailers).
- California Code of Regulations, Title 26, Toxics.
- California Code of Regulations, Title 27, Environmental Protection.
- PCC Division 2. General Provisions Part 1. Administrative Provisions Chapter 3. Formation [3000 - 3505]

4.2.3 California Building Code

The University has adopted the [California Code of Regulations, Title 24, California Building Standards Code](#), for code compliance. Some codes are based on nationally recognized model codes, while others are California's codes. California adds its requirements, called "amendments," to the model codes. Codes also reference national standards developed by organizations such as the National Fire Protection Association (NFPA), the American Society of Civil Engineers (ASCE), etc.

4.2.4 California Energy Code

The University uses the energy efficiency requirements of [Title 24, Part 6, California Energy Code](#), for its projects. The [University Sustainable Practices Policy](#) requires Green Building design and clean energy standards. Responsible design professionals, as selected by the Facility, are required to submit specific certification (as required by the California Energy Code) to the Building Official for inclusion in the permanent project record documents file. Copies of the Title 24 compliance forms for both residential and nonresidential construction are

available from the [California Energy Commission](#) and the [Blueprint Newsletter](#) of the California Energy Commission/Energy Efficiency Division's Efficiency Standards Office.

4.2.5 Energy Code Updates – Solar and Storage Requirements for New Buildings

Updates to the 2022 Title 24 Energy Code include solar and battery storage requirements for new building construction. Based on the unique site characteristics of many UC campuses, [RD - Energy Code Updates Solar and Storage Requirements](#) established alternative means for complying with the requirements that allow for campus-wide solar and battery storage systems.

4.2.6 Division of State Architect, Access Compliance

The University is responsible for enforcing compliance with the California accessibility standards. For University projects funded in whole or in part with state funds, the Division of the State Architect (DSA-AC) has plan approval authority for disabled access code compliance. For University projects with no state funding, the Facility may elect to use a Certified Access Specialist (CASp) for plan review in lieu of the DSA-AC. Each Facility is also responsible for compliance with the Americans with Disabilities Act (ADA). DSA-AC does not review for ADA compliance. Furthermore, State and local officials do not have the authority to enforce the ADA on behalf of the Federal government. (See [ADA](#) and [ADA Certification of State Accessibility Requirements](#).)

4.2.7 Department of Health Care Access and Information (HCAI)

HCAI performs plan reviews and construction inspection of hospital and acute health care facilities including Acute Care Hospitals, Acute Psychiatric Hospitals, and Skilled Nursing Facilities (excluding certain licensed clinics).

The Alfred E. Alquist Hospital Facilities Seismic Safety Act (HSSA) passed in 1973, ensures robust construction standards for health care facilities. The HSSA established HCAI. HCAI is the Authority Having Jurisdiction for construction and renovations of health care facilities including Acute Care Hospitals, Acute Psychiatric Hospitals, and Skilled Nursing Facilities (excluding certain licensed clinics). These requirements are located in Title 24, of the California Code of Regulations. HCAI's responsibilities for code compliance are carried out by its Facilities Development Division (FDD). Some of FDD's responsibilities include: establishing building standards, plan review, seismic compliance, post-earthquake evaluations, and construction observations.

The University has a Memorandum of Understanding (MOU) with HCAI. The MOU authorizes qualified DCFMs to act as HCAI Fire Life and Safety Officers (FLSO) on behalf of the FDD. A University HCAI Lead DCFM manages and directs health facility plan review and construction observation related to the fire and life safety at the University's medical centers. HCAI will serve as the building official for architectural, electrical, mechanical, and structural systems and coordinate with the HCAI Compliance Officer and District Structural Engineer to conduct construction observation along with the HCAI Lead DCFM.

4.2.8 California Coastal Commission

Any University project within the boundary of the coastal zone shall be reviewed and approved by the [California Coastal Commission](#).

4.2.9 Division of Industrial Safety and Health, Elevator Unit

The [Elevator Unit of the Division of Industrial Safety and Health](#) reviews the construction or alteration of elevators. Cal/OSHA-ES requirements are in Title 8, Elevator Safety Orders and other applicable code sections.

4.2.10 Department of General Services

The [Buy Clean California Act \(BCCA\)](#) states the [Department of General Services \(DGS\)](#) is required to establish and publish the maximum acceptable Global Warming Potential (GWP) for specified eligible materials incorporated into eligible projects. The BCCA targets carbon emissions associated with the production of eligible materials as defined by the code section. These materials must have a GWP that does not exceed the limits set by DGS. The BCCA defers to the awarding authority to define eligible projects.

The University has determined that eligible projects are all construction contracts awarded on or after July 1, 2022, and valued at \$1,000,000 or more. For these eligible projects the contractor shall not install any eligible materials on the project until the contractor submits a manufacturing facility-specific Environmental Product Declaration (EPD) for that material that meets the GWP requirements. The BCCA allows for certain exemptions (PCC 3503[e]). Further information can be found in [Bidding and Construction Administration](#).

4.3 Local Jurisdictions

All Facilities owned, leased, designed, constructed, altered, or renovated with intent or future intent to support the mission of the University are under the jurisdiction and responsibility of the University and delegated Facility administration. Some rare exceptions may apply. Consult with UCL for exceptions. Both Facility and local fire departments shall review a Facility's emergency access plans. The local agency may analyze road location, configuration, turning radius, width, and location of fire hydrants.

With the exception of emergency access plans, local jurisdictions typically neither review nor approve University Projects, but a Facility may want or need to consult with local jurisdictions in many circumstances, particularly with respect to utilities. Considerations include system impacts, access and right-of-way, easements, utility consumption, and conditions for service. Also, some local fire departments may have delegated authority from the State Fire Marshal for fire and life safety issues. For queries, contact the Lead DCFM. Other common authorities include:

- Water districts
- Sewer (sanitary) districts (may have enforcement authority for wastewater control)

- Electrical power companies
- Natural gas companies
- Telephone companies

When the University leases property to a separate entity, and/or enters into privatized agreements, the University typically continues to act as the Authority Having Jurisdiction (AHJ) with enforcement authority consistent with University policies and obligations to State and Federal Law. Facilities must identify the AHJ in such agreements and contracts. For further information, contact UCL or UCOP.

4.3.1 Air Quality Management Districts

Facilities are subject to both the federal and state Clean Air Acts, which are implemented through regional air quality management districts. Each air quality management district's regulations depend upon its clean air plan to address air quality in that district. Each Facility is responsible for meeting the requirements of these districts as they relate to capital improvement projects. See the [California Local Air District Directory](#) and consult with Facility Environmental Health and Safety offices for additional information regarding district regulations which may apply to the project. It is essential that the Facility Environmental Health and Safety Office be contacted to determine all such district regulations that apply to a project.

4.3.2 Storm Water Programs

[*California Code of Regulations Title 23 Waters.*](#) Title 23 established a Storm Water Program setting development standards on all landscape, paving or roofing changes where the original size is increased by 2,500 square feet or more in area for treating stormwater runoff under the Phase II MS4 Permit (Municipal Separate Storm Sewer Systems). The Phase II MS4 Permit requires the following items for each construction project to be deemed complete for State Water Resource Board reporting:

- Certification Statement from Engineer of record that treatment devices meet MS4 requirements,
- Inspector of Record approval of installation,
- Submittal to the University of Operations and Maintenance Manual for any and all stormwater devices.

Projects should include these requirements in the contract documents as needed.

Project sites greater than one acre are also obligated to file for the Construction General Permit (CGP) in the California State Water Resources Control Board's Storm Water Multiple Application and Report Tracking System ([SMARTS](#)) database. (See [California State Water Resources Control Board website](#)). Projects that are designing or adding industrial, commercial facilities, or shipping and warehouse operations may be subject to the State Water Board Industrial General Permit. The SMARTS database provides a platform where dischargers, regulators, and the public can enter, manage, and view stormwater data including permit registration documents, compliance, and monitoring data associated with California's Storm Water General Permits.

Both the Phase II MS4 Permit and Construction General Permit require treatment of stormwater runoff when adding or modifying more than 2,500 square feet of impervious surfaces, including roofing and paving area. Common examples of stormwater treatment include bioswales, landscaping, rain collection/cisterns, tree

planting, green roofs, etc. Projects must document these changes using the California State Water Resources Control Board's Post Water Balance Calculator or by similar means. Each Facility maintains requirements for Best Management Practices (BMP's). Consult with the campus EH&S Office and review the Division One specification.

Each Facility must review the Long-Range Development Plan (LRDP) requirements and compare it to MS4 regulations when designing for stormwater treatment. The MS4 permit also requires the Facility to develop legal enforcement standards, which may have some direct involvement and impact to construction and development sites. Engagements with Facility Environmental, Health and Safety offices, agencies, and the public may include various levels of notices, violations, and fines. Consult with campus planning for further assistance with the LRDP.

4.4 Federal Regulations

Facilities are subject to the Americans with Disabilities Act, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, and the regulations pertaining to underground storage tanks. Specific projects may also be subject to numerous other Federal regulations not listed here. It is essential that the Facility Environmental Health and Safety Office be contacted to determine all such regulations that apply to any project.

4.4.1 Americans with Disabilities Act

Each Facility is responsible for compliance with current ADA requirements. The Americans with Disabilities Act became law on July 26, 1990. This civil rights law prohibits discrimination against any "qualified individual with a disability." Title II, Subpart A, applies to the University:

"No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity or be subjected to discrimination by any such entity." [See ADA Title II.](#)

On July 15, 2016, the Department of Justice revised the ADA Title II and Title III regulations to implement the ADA Amendments Act of 2008 that further clarified a public accommodation to provide auxiliary aids and services for people with disabilities effective January 17, 2017. The University is also required to comply with the accessibility requirements found in California law in Part 2 of the California Building Code.

4.4.2 Clean Air Act

[The Clean Air Act \(CAA\)](#) regulates stationary and mobile sources of air pollutants through National Ambient Air Quality Standards (NAAQS) and National Emission Standards of Hazardous Air Pollutants (NESHAPs). Major sources of air emissions include combustion equipment, process units, material storage areas, and mobile vehicle fleets.

[Title V Operating Permits Program.](#) Title V is a permitting program for all major sources of regulated air pollutants. The definition of a major source depends on a particular air district. Generally, a major source is one

that has the potential to emit more than 100 tons per year (tpy) of any criteria pollutant or 10 tpy of any hazardous air pollutant (HAP) or 25 tpy of HAPs in the aggregate. Boiler emissions have placed several facilities into the Title V program. Each local air district administers the Title V Permit Program. For further information, contact the Facility Environmental Health and Safety office.

Protection of Stratospheric Ozone; Refrigerant Recycling. These regulations under the CAA establish a recycling program for ozone-depleting refrigerants recovered during the servicing and disposal of air-conditioning or refrigeration equipment.

Facilities Compliance Guidelines. The Facility is responsible for ensuring that equipment complies with the Clean Air Act requirements and for obtaining necessary permits.

4.4.3 Clean Water Act

Wastewater (40 CFR parts 122 and 403). In general, Facilities discharge campus wastewater into municipal sanitary sewer systems for off-site treatment at local wastewater treatment plants (WWTPs). As "indirect dischargers," Facilities are governed by local wastewater pretreatment standards administered through industrial wastewater discharge permits issued to Facilities by local WWTPs. Local pretreatment standards vary widely depending upon the WWTP's capacity, condition, and effluent discharge limitations.

Facilities Compliance Guidelines. The Facility is responsible for compliance with local wastewater pretreatment standards and permit limitations, including any monitoring and reporting requirements.

Stormwater ("Industrial" facilities [40 CFR Part 122]). Under Phase I stormwater regulations, which are designed to control "non-point source" pollution from stormwater runoff, certain discrete facilities may be required to obtain NPDES stormwater discharge permits. These facilities include landfills, wastewater treatment plants, steam electric power generating facilities (possibly co-gen plants), and Facility bus maintenance facilities. Permit conditions include preparing a site-specific stormwater pollution prevention plan, and monitoring and recordkeeping requirements.

Facilities Compliance Guidelines. The Facility is responsible for obtaining discrete "industrial facility" stormwater discharge permits and complying with all permit conditions and requirements, including preparation of a Stormwater Pollution Prevention Plan (SWPPP) for discrete facilities.

Stormwater (Construction sites >1 acre in size [40 CFR Parts 122-124]). Phase II stormwater regulations require that all Facility construction sites greater than one acre in size obtain a NPDES stormwater discharge permit. Permit conditions include preparing a site-specific stormwater pollution prevention plan, and monitoring and record keeping requirements.

Facilities Compliance Guidelines. The Facility is responsible for obtaining discrete construction site stormwater discharge permits (for all sites larger than one acre) and complying with all permit conditions and requirements including preparation of a Stormwater Pollution Prevention Plan (SWPPP) and implementation of appropriate sediment and erosion controls on each site.

Stormwater (Facility-wide [Phase II regulations 40 CFR Parts 122-124]). Phase II revisions to previous stormwater regulations require that all state Facilities obtain a stormwater discharge permit covering runoff from

the entire Facility. Permit conditions include preparing a site-wide stormwater management plan, and monitoring and recordkeeping requirements.

Facilities Compliance Guidelines. The Facility is responsible for obtaining a Facility-wide stormwater discharge permit including those off-site facilities captured under the regulations. The Facility is responsible for complying with all permit conditions and requirements including preparation of a Facility-wide Stormwater Management Plan (SWMP) and implementation of selected Best Management Practices (BMPs).

4.4.4 Hazardous Waste Laws

Resource Conservation and Recovery Act. Resource Conservation and Recovery Act (RCRA) and its counterpart in the [California hazardous waste control laws](#) manage the generation, transportation, and disposal of hazardous waste from cradle to grave. Each Facility is regulated as a generator, typically because of chemical usage in laboratories. However, there are other Facility activities that generate hazardous waste such as: transformer oil, janitorial cleaning compounds, vehicle fluids, maintenance materials, print shop inks and dyes, and photography shop developing solutions. The hazardous waste generator permit program is administered by each county's Certified Unified Program Agency (CUPA) under a Memorandum of Agreement with the California Department of Toxic Substances Control. In addition, various federal state, and local regulations apply to the transport, storage, handling, and use of hazardous materials.

Regulations Pertaining to Underground Storage Tanks. Many petroleum products such as gasoline, diesel fuel, waste oil, heating oil, and vehicle fluids are often stored in underground tanks in order to comply with building and fire codes. [Federal](#) and [state \(pdf\)](#) regulations require that all steel underground fuel tanks must be fitted with secondary containment or both interior lining and cathodic protection; all tanks must have tank level monitors, an overfill prevention system, and a spill container; and all underground pressurized piping installed before January 1, 1984 must be retrofitted with secondary containment. The permitting of underground storage tanks is administered by each county's Certified Unified Program Agency (CUPA) under a Memorandum of Agreement with the State Regional Water Quality Control Boards.

Facilities Compliance Guidelines. Each Facility is responsible for compliance with federal and state requirements and obtaining the necessary permits.

This chapter sets out some, but not all, of the codes and regulations that might typically be applicable to a Facility project. This list is not exclusive. It is essential that project managers and planners contact the Designated Campus Building Official and the Facility Environmental Health and Safety office to determine all such codes and regulations that apply to any project.

Chapter 5: Design Reviews and Approval

Updated Mar 11, 2026

University projects require review prior to their entering the formal approval process. Project items to be reviewed include design and cost, site, seismic safety, and environmental impact. Normally, program and

funding approvals occur prior to site, design, and environmental approvals; occasionally, however, these approvals may occur concurrently. The review and approval processes described below apply to uncomplicated projects. Projects with multiple approvals require additional lead-time because of their complexity and to resolve any difficulties. In addition to these University approvals, various state, local, and University entities may require their own reviews and approvals for certain projects.

5.1 Independent Design and Cost Review

The University initiated independent design and cost review of building plans in 1985 in response to concerns about quality management of a rapidly growing Capital Improvement Program. University policy requires independent architectural design review and independent cost estimates of projects. Additionally, projects with a total budgeted cost, including administrative costs, of over \$10 million are subject to Regents' design review and approval. See [Capital Planning and Real Estate Approvals](#) and [University policy: "Independent Design and Cost Review of Building Plans](#).

5.1.1 Independent Reviewer Selection

Independent reviewers must be appropriately licensed, have no connection with the project being reviewed, and not be University employees (with the exception of qualified faculty members).

5.1.2 Design Review Format

Design review format is left to the discretion of the Chancellor. However, the review is to be performed early in the preparation of design, at appropriate intervals during design, and at the time of design completion.

5.1.3 Cost Review Requirements

Cost review shall be made prior to the submittal of the project for Regents' design approval and shall be incorporated into the design presentation. Cost review should include lifecycle, maintenance, and ongoing regulatory compliance requirements.

5.2 Environmental Review and Documentation

Environmental documentation begins during project planning phases, when projects are classified by their probable impact and need for environmental documentation. A Facility must prepare environmental documentation for all projects. A project may fall within the general exemption, may be categorically exempt, or may require an Initial Study to determine the severity of its impacts. The Initial Study identifies areas of environmental concern and is used to assess whether potential impacts are significant and require the preparation of an Environmental Impact Report (EIR), or if not significant, a Negative Declaration is prepared instead (see [RD - Environmental Impact Classification Form](#)).

If potential impacts are significant, a full EIR is prepared, usually with the assistance of outside consultants; this process includes publication and public review of a draft EIR and a public hearing. The final EIR is then prepared, also with the assistance of outside consultants. The final EIR addresses all written comments and those raised at the public hearing during the review period. The final EIR also proposes measures designed to mitigate significant environmental impacts, as well as a program for monitoring the implementation of these mitigation measures. The environmental documentation must be reviewed and approved by the relevant decision maker, depending on delegated approval authority, prior to design approval ([see Environmental Documentation](#)).

5.3 Seismic Safety and Review

5.3.1 Seismic Safety Policy

The Seismic Safety Policy is a Presidential Policy.

5.3.2 Seismic Safety Program

Guidance for UC Seismic Safety Policy implementation and compliance are provided in the [RD - UC Seismic Program Guidelines](#).

5.4 Site Approval

Chancellors have been delegated the authority to approve the project sites that are in general accordance with an approved Long-Range Development Plan (LRDP). Sites that are not in accordance with the LRDP must be approved by The Regents Committee on Finance and Capital Strategies for project over \$10 million ([see Regents' Design Approval](#)). The President (re-delegated to Executive Vice President - UC Finance) is authorized to approve minor LRDP amendments limited to:

- Siting a building project of \$10 million or less,
- Shifting less than 30,000 gross square feet of allocated building space, and/or
- Changing the land-use boundaries and designations for 4 acres or less of land ([see DA 2629](#)).

5.5 Design Approval Authority

The Regents have delegated to the President the authority to approve project design with the following exceptions, which require design approval by the Committee on Finance and Capital Strategies:

1. Building projects with a total project cost more than \$10 million, except when such projects consist of alterations or remodeling where the exterior of the building is not materially changed, buildings or facilities located on agricultural, engineering, or other field stations, and agricultural-related buildings or

facilities located in agricultural areas of a campus.

2. Capital improvement projects of any construction cost when, in the judgment of the President, a project merits review and approval by The Regents because of budget matters, fundraising activities, environmental impacts, community concerns, or other reasons.

The President has delegated to the Executive Vice President - UC Finance the authority to approve the design of projects with a total project cost over \$10 million but under \$20 million. Approval of the design of projects with a total cost of less than \$10 million has been delegated to the Chancellors et al. for approval. See [DA 2629](#).

5.6 Regents' Design Approval

After the independent reviews (design, cost, and seismic) are completed, projects requiring Regents' approval or Executive Vice President's approval may be submitted. This process involves the preparation of an Action Item, the review of the project with UCOP, and a presentation to the Regents. UCOP is included in the Facility design review to provide an opportunity for University input on design content and review of Regents' policy. Procedures and guidelines for preparing and submitting Action Items are described below.

5.6.1 Guidelines for Preparing and Submitting Regents' Action Items

Site, design, and environmental approvals may all be included in one Regents' Action Item. The general procedures for writing and submitting Regents' Action Items are handled by the Regents' Coordinators for UCOP. For more information about these procedures, contact UCOP.

1. **Prerequisites.** Projects lacking official project budget approval, design professional appointment, independent seismic and structural reviews, or proper environmental documentation will not be accepted for design review and approval. Projects requiring Regents' review are also required to have independent design & cost review completed. All prerequisites must be completed prior to submission of the Action Item. Coordinate all exceptions well in advance with UCOP.
2. **Format.** The format for preparing an Action Item can be found in the UCOP Capital Planning and is appropriate for most projects. Discuss exceptions with UCOP. A computer file containing the Action Item template and a template for the Project Statistics sheet (see below) is available from UCOP. An electronic file of the Draft Item is submitted to UCOP. The names and telephone numbers of the planner or project manager and the project manager's supervisor are provided on the item in the location on the right-hand block on the "Drafted" line.
3. **Writing Style.** The general strategy for writing Action Items is to be brief while including all important information. Remove extra phrases, adjectives, opinions, unrelated facts, and long explanations.
4. **Statistical and Cost Data.** Project Statistics sheet figures may be obtained from either the Project Planning Guide budget or the current project estimate; the chosen source must be noted on the sheet. If project estimate figures are used for the statistics sheet, budget figures must be submitted on a separate page.
5. Because The Regents often review comparable University project costs in detail, it is important to research costs early and to ensure that these are included in the draft Action Item submitted to UCOP.
6. **Lead Time.** Design and environmental items require a lengthy review. A draft of the Action Item is sent to UCOP approximately eight (8) weeks prior to the meeting of the Regents' Committee on Finance and

Capital Strategies. UCOP reviews the design and environmental portions of a Regents' Action Item. UCOP circulates and reviews the design and environmental portions of the Action Item. The schedule for submitting Action Items to UCOP is distributed to the Facilities as part of the general preparation for Regents' meetings. Projects requiring only Executive Vice President's approval also require an Action Item. These should be prepared in the same manner and within the same schedule as a Regents' Action Item. [See Guidelines for Preparing and Submitting Presidential Action Items.](#)

7. ***OCEAN Tool.*** Regents items for New Construction or Major Renovations are required to submit a copy of the UC Operational Carbon and Energy Assessment for New Construction (OCEAN) tool with Regents items. The tool can be accessed via the UCOP [Box folder](#) by UC staff. Preliminary plans approval items should use the P-Phase Report and other items should use the Post P-Phase Report.

5.6.2 Environmental Documentation

The Regents' Action Item states that The Regents have reviewed and considered the environmental document and have certified the EIR or adopted the Negative Declaration document as one of the actions. Within or as an attachment to the item, the Environmental Impact Summary provides the overview of the environmental review process and highlights any significant environmental issues. The Findings are a separate document, reviewed by UCL, which states in detail how each environmental issue was addressed.

5.6.3 Procedures for Submitting Environmental Documents

The Facility sends copies of the final environmental documents to UCOP approximately two weeks before the Regents' meeting. These are distributed to The Regents and UCOP.

5.7 UCOP and Regents' Presentation

The design review process consists of a design review meeting with UCOP staff approximately two to three weeks before a more formal presentation to the Regents' Finance and Capital Strategies Committee.

5.7.1 Preparation

UCOP participates in the Facility design review to provide an opportunity for University input on design content and review of Regents' policy. Informal reviews with UCOP Coordinator should be held while the project is in the early design phases. Three months in advance of the Regents' meeting date, UCOP must be notified that a capital improvement project with a total cost of over \$10 million will be presented for Regents' approval. This schedule is also applicable for projects requiring Executive Vice President approval.

5.7.2 UCOP Design Review Meeting

UCOP design review meeting is held approximately two to three weeks in advance of the meeting of the Regents' Finance and Capital Strategies Committee. Upon request, a project may be scheduled for design review at an earlier date. The meeting may be held via webinar and is attended by Facility staff, the Associate Vice President - Capital Programs, Energy, and Sustainability, and other Capital Programs, Energy, and Sustainability staff, as appropriate. Final presentation materials are not necessary for this meeting; "rough" drawings, a draft design presentation, and supporting data are acceptable. The draft Action Item (see [Guidelines for Preparing and Submitting Regents' Action Items](#)) and project cost, schedule, and efficiency data must have been submitted previously.

The following materials should be presented at the meeting:

1. A site map or aerial photograph of the project area
2. Land-use plan of the long-range development plan
3. Site plan
4. Floor plans
5. Elevations on all sides
6. Major sections (if required to explain design)
7. Two renderings
8. A color and materials board
9. Regulatory requirements summary (during construction and ongoing maintenance)
10. Design analysis, life-cycle cost analyses, and other support data

The results of the design review meeting, which may include directives or changes, will be sent to the Facility. This is the only presentation of the project that must be made if the project requires Executive Vice President's approval.

5.7.3 Meeting of the Regents' Finance and Capital Strategies Committee

The meeting of the Regents' Finance and Capital Strategies Committee is scheduled before the Regents' Board meeting. The meeting is normally held at the same location as the Regents Board meeting. However, the meeting location can change, and campuses are urged to coordinate with UCOP Design and Construction Services to verify meeting date, time, and location.

This meeting is a public meeting and must be attended by a quorum of the Committee, the Executive Vice President - UC Finance, and the Associate Vice President - Capital Programs, Energy, and Sustainability. The project is presented by senior Facility officials and staff, as appropriate. After a question-and-answer period, the Committee votes to approve the actions requested. If the project is approved, it may proceed into the next phase of development. Further action by the full Board is not necessary so long as the project does not require adoption of a Long Range Development Plan and the program and funding have been approved.

It is important that the Facility coordinate the presentation with UCOP well in advance of this meeting; UCOP can provide information on appropriate presentation styles and can determine whether supplemental information, such as budget data or project analysis, is required. In addition to the formal presentation materials, the Facility may arrange to have additional explanatory materials (such as extra slides) available to answer questions.

5.8 Executive Vice President Design Approval

Design approval authority for projects over \$10 million, but under \$20 million, has been delegated by the President to the Executive Vice President - UC Finance (see [DA 2629](#)). Once a project has been developed to a sufficient level of detail (i.e., at the end of Schematic Design) and after all necessary campus design approvals have been obtained, a project may be submitted.

5.8.1 Guidelines for Preparing and Submitting Presidential Action Items

The guidelines for preparing and submitting Presidential Action Items are the same as for the preparation and submittal of Regents' Action Items. Projects require an independent seismic review, official project budget approval, appointment of a design professional, and proper environmental documentation. Although not required, it is recommended that projects also have independent design and cost review.

5.8.2 Environmental Documentation

The guidelines for preparing the environmental documentation for Presidential Action Items are the same as for a Regents Action Item.

5.9 UC Sustainability Requirements

5.9.1 Policy on Sustainable Practices

The [Policy on Sustainability Practices](#) establishes goals and requirements in 13 areas of sustainable practices, including green building. The policy sets energy-efficiency and LEED standards for new buildings as well as major renovations. Renovation projects that do not constitute a major renovation, as defined by the policy, with an estimated project cost above the annual California Construction Cost Index (CCCI) threshold also have sustainability requirements. The annual CCCI threshold is published each year on the [Sustainability webpage](#).

Chapter 6: Project Records

Updated Mar 10, 2026

Official project file records must be retained after a project has been completed. The contents of a project file are enumerated in [Project File Contents](#).

6.1 Record Retention

This chapter provides guidance on records retention for University projects. Campuses are encouraged to check for updates regarding the Records Disposition Schedules Manual housed under the [Information Technology Services](#) department on UCOP website. Campuses must contact their campus [Records Management Coordinators](#) if they have additional questions. A list of records to be retained for Capital Projects, along with their retention time is available on the [University Records Management Disposition Schedule](#), under [Capital Resources Records](#).

The University retains official project file records for at least 10 years in case a defect is discovered after the project is completed. Certain records used for a structure's operation and maintenance and that are part of an environmental impact investigation and monitoring program must be retained until the Regents no longer own the building and its surrounding property. As-built drawings are vital records and there are [special requirements](#) for their protection. Asbestos removal and disposal records must be retained for 50 years.

The project manager must consider record retention when executing an agreement with the design professional. The design professional project records are maintained for a minimum of five years (preferably longer) after the project is completed. Records to be transferred to the University regarding operations and maintenance should be formatted to Facility requirements. Any special or high-risk portions of the project must be thoroughly documented and follow more stringent record retention requirements. Some projects may have very long term or other special records retention requirements based on the project funding source, including bonds and grants. Those requirements are set forth in the funding agreement.

6.1.1 Project File Contents

During bidding and construction administration, the following items either issued by the Facility or received from the contractor should be placed in the Facility's project file. This list is not meant to be all-inclusive:

1. Bidding documents (as issued for bids)
2. Minutes of pre-bid conference
3. Prequalification or qualification data (if used)
4. Completed Bid Forms
5. Completed Bid Bonds
6. Bid Summary
7. Notice of Selection as Lowest Responsible Bidder
 1. Contractor's Statement of Experience and Financial Condition
 2. Name and qualifications of superintendent
8. Contract documents (as executed)
 1. Agreement
 2. General Conditions (in bidding documents)
 3. Supplementary Conditions (in bidding documents)
 4. Certificates of Insurance
 5. Payment Bond
 6. Performance Bond

7. Specifications (in bidding documents)
8. List of Drawings (in bidding documents)
9. Drawings (filed separately)
10. Addenda (in bidding documents)
11. List of Subcontractors and List of Changes in Subcontractors Due to Alternates Contained in the Completed Bid Form
12. Regulatory Obligations (including and not limited to geotechnical reports)
9. Contract documents (issued after execution)
 1. Notice to Proceed
 2. Change orders
 3. Field orders
 4. Applications for Payment
 5. Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention
 6. Submittal schedule
 7. Executed waivers and release forms
 8. Cost proposals
 9. Notice of Completion
 10. Amendments to the contract
10. List of all subcontractors on the project
11. Contract schedules
12. Telephone conversation notes
13. Correspondence
14. Inspector's Daily Report
15. Quality control inspection reports
16. Minutes of project meetings
17. Shop drawings and product data
18. Material on product substitutions
19. Certificates for Payment
20. Claims (with supporting data)
21. Change requests
22. Photographs
23. Electronic files (in a format acceptable to the University's Representative)
24. Inspection video tapes
25. Certificates of Beneficial Occupancy
26. Certificate of Substantial Completion
27. Guarantees

Volume 4: Construction Contracting

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Chapter 1: Construction Contracting

Updated Mar 13, 2026

University policy on new construction states in part: "It is the policy of the University to accomplish new construction of structures and systems by placing such work under contract in the most economical manner to qualified outside firms, carefully supervising the work thus contracted or, in unusual cases approved by the Chancellor, by hiring employees on a temporary basis for periods not in excess of six months." This chapter describes required modes of contracting, types of construction contracts, types of University construction documents, and the members of the construction team. [See University policy: "Maintenance and Construction Work,"](#) and

Construction Contracting Requirements Summary Table:

Contract Award	Contract Document	Required	Bidding	Advertisement	Insurance
\$0 - \$50,000	Mini Form (Negotiated)	<ul style="list-style-type: none"> No Bid Package Payment Bond at \$25k Performance Bond at \$50k 	<ul style="list-style-type: none"> Rotation of Contractors is Required 	<ul style="list-style-type: none"> Public Advertisement Not Required May Advertise per PM's Discretion Optional: PM can choose 2 weeks on campus site, and/or pay 1 trade paper and 1 general circulation paper – 1 day per week, twice 	<ul style="list-style-type: none"> General Liability: Low Risk - \$2M aggregate/\$1M; Moderate Risk - \$4M aggregate/\$2M; High Risk - \$4M aggregate/\$2M Business Auto: \$1M Workers Comp: Statutory Employer's Liability: \$1M Professional Liability: n/a (<i>unless Design-Build</i>)
\$50,001- \$300,000	Mini Form (Informally Bid)	<ul style="list-style-type: none"> Registered with DIR Lite Bid Package Bid Bond not Required Payment Bond Performance Bond 	<ul style="list-style-type: none"> Informally Competitively Bid Award to Lowest Responsible Bidder Rotation of Contractors is Required 	<ul style="list-style-type: none"> Public Advertisement Not Required May Advertise per PM's Discretion Optional: PM can choose 2 weeks on campus site, and/or pay 1 trade paper and 1 general circulation paper – 1 day per week, twice 	<ul style="list-style-type: none"> General Liability: Low Risk - \$2M aggregate/\$1M; Moderate Risk - \$4M aggregate/\$2M; High Risk - \$4M aggregate/\$2M Business Auto: \$1M Workers Comp: Statutory Employer's Liability: \$1M Professional Liability: n/a (<i>unless Design-Build</i>)

<p>\$300,001 - \$640,000</p>	<p>Informal Form (Informally Bid)</p>	<ul style="list-style-type: none"> • Registered with DIR • Payment Bond • Performance Bond • Builders Risk • Base Qualification questionnaire (GC & MEP) • Job Specific Prequalifications (subject to project) optional per PM • Bid Bond Not Required 	<ul style="list-style-type: none"> • Establish Pool of Contractors through Review of Qualifications • Rotation of Contractors is Required • Informally Competitively Bid to Base Qualified Contractors OR Review Qualifications at Time of Bid • Award to Lowest Responsible Bidder • Must Post Bid Tabulations 	<ul style="list-style-type: none"> • Public Advertisement Not Required • May Advertise per PM's Discretion • Optional: PM can choose 2 weeks on campus site, and/or pay 1 trade paper and 1 general circulation paper – 1 day per week, twice 	<ul style="list-style-type: none"> • General Liability: Low Risk - \$2M aggregate/\$1M; Moderate Risk - \$4M aggregate/\$2M; High Risk - \$4M aggregate/\$2M • Business Auto: \$1M • Workers Comp: Statutory Employer's Liability: \$1M • Professional Liability: n/a (<i>unless Design-Build</i>)
<p>\$640,001+</p>	<ul style="list-style-type: none"> • Long Form CM at Risk • Brief Form • Design Build • Brief Design Build • JOC • ESBDB <p>(Formal Competitive Bidding)</p>	<ul style="list-style-type: none"> • Payment Bond • Performance Bond • Builders Risk • Specific Prequalifications (subject to project) is per PM's discretion, advisable \$1,000,000+ • Bid Bond Required 	<ul style="list-style-type: none"> • Formally Competitively Bid • Award to Lowest Responsible Bidder • Publicly Open All Bids • Must Post Bid Results 	<ul style="list-style-type: none"> • Public Advertisement Required <p>PM can choose 2 weeks on campus site, and/or pay 1 trade paper and 1 general circulation paper – 1 day per week, twice</p>	

1.1 Required Modes of Contracting

The [PCC Section 10503](#) requires the University to use one of the following contracting modes for entering a construction contract:

- Complete plans and specifications (also called "lump-sum")
- Design build
- Construction manager
- Cost-plus-fee
- Progressive Design Build
- Other modes (when approved by UCOP), including:
- Integrated Form of Agreement (IFOA)

1.1.1 Complete Plans and Specifications Contracting Mode

The complete plans and specifications contracting mode (also called the "lump-sum" mode) requires complete plans and specifications setting forth directions in enough detail to enable a contractor to carry them out. The University's Long Form, Brief Form, and Mini Form construction documents ([see Types of Construction Documents](#)) have been written for the complete plans and specifications contracting mode.

1.1.2 Design Build Mode

In the design-build contracting mode, the University contracts with a single party that designs and builds the project ([see Design-Build Contract Templates](#)). Documents for the solicitation of bids under the design-and-build contracting mode include the following:

- A program setting forth the project scope and the size, type, and desired design character of the building and site.
- A set of performance specifications covering the quality of materials, equipment, and workmanship.
- A maximum acceptance cost.
- A method and grading system for evaluating contractor proposals on the basis of a preliminary design, outline specifications, a price, and the financial condition and relevant experience of the contractor and the contractor's design professional.

1.1.3 Construction Manager Mode

In the construction manager contracting mode, the University contracts with a firm that provides management services during design and bidding phases and assumes responsibility for the construction work ([see Construction Management Agreement for CM Services with any Delivery Method Contract Templates](#)). The construction manager serves as a member of the University's construction team. Documents for the solicitation of bids under the construction manager contracting mode include the following:

1. Prequalification standards
2. Outline specifications
3. Schematic drawings

These documents must indicate the general scope of the project. They must also clearly designate those requirements upon which prequalified contractors will be invited to submit competitive bids that will, in turn, serve as the basis of selection.

1.1.4 Cost-Plus-Fee Mode

In the cost-plus-fee contracting mode, the contractor is reimbursed for the actual cost of labor and materials, plus an agreed upon fee for overhead and profit. Cost-plus-fee contracts are usually used for emergency work or for projects in which the scope of work is uncertain. Documents for the solicitation of bids under the cost-plus-fee contracting mode include the following:

1. Prequalification standards
2. Outline specifications
3. Schematic drawings

These documents must generally describe the scope of the work and a definition of "reimbursable costs" and "nonreimbursable costs." They must also designate the fees and other fixed costs upon which pre-qualified contractors will be invited to submit quotations that will, in turn, serve as the basis of selection. Construction documents developed for this mode are available from UCOP.

1.1.5 Other Contracting Modes

Bids may be solicited under contracting modes other than complete plans and specifications, design-and-build, construction manager, and cost-plus-fee that the University decides are in the best interest of the University. These other modes of contracting may not be used by Facilities unless approval is first obtained from UCOP.

The PCC requires that documents for the solicitation of bids under other contracting modes allow for uniform bid comparison and that the award be made according to published selection standards.

1.2 Types of Construction Contracts

There are two primary types of construction contracts: single contracts and multiple prime contracts. Variations of these types of contracts involve the participation of a construction manager or project manager.

1.2.1 The Single Contract and Multiple Prime Contracts

Single Contract. Plans and specifications are prepared by the design professional and become part of the bidding documents. A single contractor is then selected by the University to perform the work. The single contract is

usually the easiest to administer because of its centralization of responsibility, namely, one owner (the University), one contractor, and one construction contract. The standard Long Form, Brief Form, and Mini Form construction documents in Part II have been prepared for those cases where a single contract is awarded.

Multiple Prime Contracts. The University divides a project into two or more parts and enters into a separate contract for each part. Multiple prime contracts are used for phased construction, where contracts are awarded sequentially for each phase ([see Separate Contracts](#)). This type of construction is also referred to as the "fast-track" method. Contracts for parts of the project including "make ready" work such as site development, site excavation, or foundation work are awarded before the contract for the main structural work is awarded. Multiple prime contracts require careful coordination because several contractors are involved, and no single contractor is responsible for the entire project.

Samples of customized construction documents developed for multiple contracts are available from UCOP Design and Construction Services.

Construction Management. Sometimes, a [Construction Manager](#) is contracted to do limited work on a project or to assume the responsibility for the construction work. Construction management may be used with either single or multiple prime construction contracts, and these contracts may be made with either the University or the construction manager. Contracts involving construction management may also include a guaranteed maximum price, whereby the construction manager guarantees that the construction cost will not exceed a specified amount. The guaranteed maximum price is subject to increase, however, if the project's scope or conditions are changed. Construction documents developed for construction management projects are available from UCOP Design and Construction Services.

Project Management. Project management extends beyond construction management in that it also may include oversight of the design and, planning stages of a project. Projects involving multiple buildings, significant site improvements in high-use areas, or complicated funding require the type of supervision and coordination that a [Project Manager](#) can provide. The added supervision and coordination provided by the project manager should reduce the time required to obtain funds and to design and construct the project. Documents developed for project management are available from UCOP Design and Construction Services.

1.3 Types of Construction Documents

The basic types of standard construction documents used by the University are:

- Long Form
- Brief Form
- Informal Form
- Mini Form
- Design Build Form
- Progressive Design Build Form
- CM at Risk Form
- Multiple Prime Form
- Job Order Contract Form
- Brief Design Build

1.3.1 Long Form

The Long Form construction documents must be used by the University for projects with estimated contract sums of over 1 million dollars, and may be used for projects below that threshold. In general, the Long Form is organized according to the Construction Specifications Institute's Manual of Practice. The Long Form Instructions to Bidders and General Conditions are organized according to recognized construction industry standards and terms.

1.3.2 Brief Form

The Brief Form construction documents may be used by the University for projects with estimated contract sums up to \$1 million. Some Brief Form documents are identical to those in the Long Form; other documents, such as the Brief Form General Conditions, are written specifically for the Brief Form.

1.3.3 Informal Form

The Informal Form construction documents may be used for Competitive Informally Bid Lump Sum Construction Projects that exceed \$50,000, but that do not exceed \$640,000.

1.3.4 Mini Form

The Mini Form construction documents may be used by the University for projects with estimated contract sums of up to \$300,000. Like the Brief Form, the Mini Form uses some Long Form construction documents; however, most of the documents are written specifically for the Mini Form.

1.3.5 Design-Build Form

The Design Build Form is used by the University for projects constructed under the design build mode.

1.3.6 Progressive Design-Build Form

The Progressive Design Build Form is used by the University for projects constructed under the progressive design build mode.

1.3.7 CM at Risk Form

The CM at Risk Form is used by the University for projects constructed under the [construction manager mode](#).

1.3.8 Multiple Prime Form

The Multiple Prime Form is used by the University for projects constructed by multiple prime trade contractors.

1.3.9 Job Order Contract (JOC)

The Job Order Contract (JOC) is used by the University for on-call contractors for efficient delivery of relatively small construction and maintenance projects. A JOC is a contract for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract. Procurement for this type of contract must still follow the requirements of [California Public Contract Code sections 10500-10506](#); it is a contract, not a purchase order. Failure to follow the Public Contract Code provisions can result in a void contract and/or criminal penalties. Contract award is based on the bid adjustment factor which the contractor will multiply against “pre-priced” unit costs (compiled in a project task catalog) which is part of the contract. The adjustment factor represents all of the contractor’s costs (indirect and direct) and profit not included in the pre-priced unit costs. The adjustment factor is updated annually based on the Construction Cost Index published for the closest location.

1. Use of JOC

The JOC scope is exclusive to the contractor. Job order contracts are typically used for well-defined, recurring or repetitive work where quick execution is essential, not for single projects. Using the JOC should not be an option among other options in deciding how to deliver a specific improvement. The decision about whether or not to use the JOC for a particular *type* of improvement project should be made when the JOC is issued, and it should be clear from the JOC scope whether or not the JOC must be used (or cannot be used) for a specific improvement. The most important decision in administering the JOC is therefore the drafting of the scope. Consult with Office of the President, Design and Construction Policy and Office of the General Counsel when drafting the scope.

2. Types of Work

JOC is an appropriate delivery method for any type of repetitive work, especially small renovation jobs. It allows for a longer relationship with the selected contractor as various job orders issued under the contract are performed during the contract term. Because the contractor has been selected and the unit price is fixed (by the project task catalog and the contractor’s adjustment factor), the JOC allows contractor input prior to design, which can expedite the work.

3. Coordination with Design

JOC may be used in conjunction with UC’s Blanket EDPA. The Blanket EDPA retains a Design Professional for a specified type of work for a specified period of time. It is a flexible agreement and is similar to a PSA, in that work authorizations are issued for certain scopes of work. The design can be

tailored to meet project stakeholder needs (Contractor, Client, Campus Building Official, Campus Fire Marshal, etc).

4. **Due Diligence**

Prior to execution and approval of each job order issued under a JOC, the contractor's estimates of unit quantities and any other items contributing to the price must be independently verified by the project manager. Following such verification, each job order shall be submitted by the project manager to the same individual with authority to approve change orders for approval and execution on behalf of the University.

5. **Contract Terms**

○ **Duration**

- The term of a JOC is one year, with two options to extend the term for one year each at the sole discretion of the University. Each option may be exercised after the previous term has expired or the maximum dollar value for the term has been reached, whichever first occurs. The adjustment factor is updated annually, not necessarily at the start of each new option term.

○ **Amount**

- **Maximum values.** The maximum value of each contract term is \$5 million. The maximum value of any job order is \$1.0 million.
- **Minimum values.** The guaranteed minimum value of any contract is \$25,000. The minimum value of any job order is at the discretion of the campus.

6. **Non-Prepriced Work**

Non-Prepriced Work (work that is not reflected in the project task catalog) shall not exceed 10% of the total value of the job order. The cost of non-prepriced work shall be based on the lowest of three (3) written quotes, copies of which shall be provided to the project manager.

7. **Bonding, Insurance and Liquidated Damages**

- **Bonding.** Payment and performance bonds in the amount of Maximum Contract Value for the then-current Base or Option Term, at least one-half of which must be bonded initially, with the balance of the term to be bonded when the approved Job Orders reach 90% of the bonding limit then in effect.
- **Insurance.** Builder's Risk coverage based on the actual value of each job order.
- **Liquidated Damages.** Amount to be determined in accordance with the FM.

8. **Implementation Service Providers**

Providers	The Gordian Group	Canon-FOS Simplebid™
Systemwide Agreement	<p>The University has entered into a systemwide agreement with The Gordian Group for services to be provided to each campus, at the campus' discretion, for set fees. No campus is required to work with The Gordian Group. Fees are the same for 5 years from 2025 - 2035.</p>	<p>The University has entered into a systemwide agreement with Canon-FOS Simplebid™ for services to be provided to each campus, at the campus' discretion, for set fees. No campus is required to work with Canon-FOS Simplebid™. Fees are the same for 2 years from 2025 - 2026.</p>
Services Provided	<ul style="list-style-type: none"> ■ Development of a campus-specific project task catalog (which The Gordian Group calls the Construction Task Catalog® or CTC) and updates. ■ Development of specifications that align with the CTC. ■ Training for UC staff and contractors. ■ Software implementing the CTC and updates. ■ Program support as required by UC staff. ■ Marketing and outreach to campus and contractor communities, including pre-bid seminar. ■ Provides advice, but does not manage the contract or interpret contract provisions for UC staff. 	<ul style="list-style-type: none"> ■ Unlimited user enterprise license to the UC System and all contractors for the Simplebid™ software and unit price database. ■ Pricing fee percentage includes all costs associated with the enterprise license for UC System users and contractors ■ Ongoing maintenance and support. ■ Initial platform setup for each campus. ■ Facility Condition Assessment Services ■ Assessment Management and Capital Planning Software services ■ Asset Inventory and Tagging services ■ Accessibility/ADA assessments ■ iCost Modeling and Total Cost of Ownership services

Fees

- Payable by campus on issuance of job orders
 - UC Campuses have two (2) fee options from which to select:
 - Contractor Fee – Contractor to pay their own Client License fee of 1% of the Job Order Sum for every Job Order. UC Campus pays the posted Client License fee.
 - Campus Fee – UC Covers all Client Licensing fees. Contractor pays none.
- The Client License fee for the contract year will be determined by the total volume of construction procured through the JOC program system-wide in the immediately preceding year, as determined by 1) the Fee option chosen and 2) the Annual Volume Discount Table.
- Client License fees schedule to be updated and published by UCOP while systemwide agreement is in effect.
- Client License fees for 2025-2035:
 - **Contractor (Split) Fee – Campus pays 1.66%; Contractor pays 1%**
 - **Campus Fee – Campus pays all fees at 2.51%**
- Fees are payable on issuance of job orders.
- Fees are based on value of cumulative system-wide job orders issued.
- There is no Contractor fee; fees are only paid by University.
- **Client License** fees for Current Year:
 - **2025-2026: Remains at a flat 2.0%**

9. Alternative Providers or Self-Managed Program

Any campus may choose to manage its JOC contracts in-house or to contract with a third party for such services. The process for creation of a project task catalog should be reviewed with the Associate Director of Design and Construction Policy at the Office of the President before proceeding.

1.3.10 Brief Design-Build

The Brief Design Build Contract is used by the University for projects constructed under the [design-build mode](#) for contracts not to exceed \$5,000,000. Unlike traditional Design Build Design work and Construction work are not divided into phases.

1.4 Construction Team

The construction team for University projects consists of four principal entities:

1. University
2. Contractor
3. University's Representative
4. Design Professional

In certain cases, the University may also choose to contract with the following parties, which then become members of the construction team:

- Construction Manager
- Project Manager

1.4.1 University

University in the construction documents refers to The Regents of the University of California. In the Facilities Manual, the term "University" has been substituted for "The Regents of the University of California" wherever possible. The University initiates the project; secures funding for planning, design, and construction; selects and contracts with the contractor, design professional, and other professionals, as applicable; and operates and maintains the completed project.

1.4.2 Contractor

Contractor refers to the person or firm responsible for performing the work and is identified as such in the Agreement. The contractor may use subcontractors, and the subcontractors may use sub-subcontractors to perform parts of the work. However, the Agreement is between the University and the contractor, and the contractor alone is responsible for completing the project.

1.4.3 University's Representative

University's Representative refers to the person or firm administering the construction contract for the University. The University must always have a University's Representative, who may be a University employee, or a qualified consultant. The University's Representative is selected according to project requirements.

1.4.4 Design Professional

Design professional is an architect or engineer (person or firm) qualified and duly licensed to perform architectural or engineering services under contract to or employed by the University. The design professional prepares and signs the construction documents and is eligible to serve as the University's Representative. In most instances, the design professional prepares and participates in the assemble of the bidding documents. The bidding documents consist of standard documents furnished by the University and construction documents including drawings and specifications developed by the design professional and their team. Each Facility must provide the design professional with Supplemental Requirements for preparing the construction documents. The Supplementary Requirements are incorporated into the [Executive Agreement as Exhibit C \(see Contract Templates - Design and Other Consultants\)](#).

Consultants. The design professional usually engages consultants as needed to provide the University with the services required in the Executive Agreement. Although the University approves the consultants, it does not have any contractual relationship with them.

1.4.5 Construction Manager

The University may contract with a construction manager that provides input during the design phase and oversight and administration of the bidding and construction phases, or one that assumes responsibility only for the construction phase ([see Types of Construction Contracts](#)). In both cases, the construction manager becomes another member of the construction team. The University uses one of the following two methods for contracting a construction manager:

1. When the construction manager is a professional organization and assumes no responsibility for construction work on the project, a contract may be negotiated using the [Construction Management Agreement \(see Contract Templates - Design and Other Consultants\)](#).
2. When the construction manager is a contractor and assumes responsibility for construction work on the project, the contract must be competitively bid using the [construction manager mode](#) of contracting.

1.4.6 Project Manager

The University may use University staff to serve as the project manager. On large, complicated projects, the University may contract with a project manager that oversees the design, contract administration, inspection, and some [planning phases of a project](#). The project manager provides a professional service and the contract is negotiated. Project managers may serve as the [University's Representative](#) during the construction phase. A member of the construction team, the project manager does not assume responsibility for the construction work.

1.5 Methods of Determining, Stating, and Paying the Contract Sum

The University uses the three methods listed below for determining, stating, and paying the contract sum:

1. Lump sum
2. Cost-plus-fee
3. Unit prices

Although the lump sum, cost-plus-fee, and unit prices methods may be used with all three types of construction documents, the standard documents do not contain provisions for the cost-plus-fee method, and additionally, the standard Brief Form does not accommodate unit prices. Combinations of these methods may be used on a single project or with a single mode of contracting (see [Preparing Individual Construction Documents](#)).

1.5.1 Lump Sum Method

The most common method of determining and stating the contract sum is the lump sum method, in which a single amount is quoted for all the work. The contractor is paid the contract sum in one or more installments. With the lump sum method, the initial contract sum is determined during bidding. Using this method, if the amount bid is within the budget, the project proceeds; if the amount bid is over budget, rebidding or other steps must be taken to either augment the budget or bring the bid amount within the budget. In competitive bidding and informal bidding, lump sums are quoted by the bidders; negotiated contracting may be used when the estimated contract sum is less than \$50,000, where a lump sum is negotiated between the University and the contractor.

1.5.2 Cost-Plus-Fee Method

When the cost-plus-fee method is used to determine the contract sum, the contractor is reimbursed for the actual cost of labor and materials and is paid a fee for overhead and profit (the fee may be a percentage of the labor and materials costs or a fixed amount). Cost-plus-fee contracts are usually used for emergency work or for projects in which the scope of work is uncertain. With this method, the contract sum is not fully determined until the work is completed (the initial contract sum is the amount of the fixed fee or the percentage due to contractor which will be converted to a dollar amount after completion of the work). In some cases, the University stipulates a guaranteed maximum sum that cannot be exceeded.

1.5.3 Unit Prices Method

With some projects, portions of the extent of work cannot be fully determined, or the actual quantities of required items cannot be accurately calculated in advance. In these cases, bidders are requested to submit bids based on unit prices. Unit-price contracts subdivide the work or parts of the work into like items and state approximate quantities for each item. The bidders use these quantities in preparing their bids. The price per unit of measurement (unit price) is quoted for each item. Sums for the extended unit prices are not included in the initial contract sum. As the work is completed, actual quantities are measured, and the contractor is paid according to the contractor's quoted unit prices. The University pays only for the actual quantities of materials used. Unit prices may or may not be used as a basis for the award and with the intent must be explicitly stated and documented in the bid documents at the beginning of the bid period.

Chapter 2: Construction Document Organization

Updated Feb 23, 2026

The construction documents serve as a means of obtaining bids from contractors and are used by contractors to obtain price quotes from subcontractors. The construction documents define the quantities and qualities of, and relationships among, all materials required to construct a project; they establish the contractual obligations for the University and the contractor, and they define the roles of the construction team members ([see Construction Team](#)). As the construction documents are a part of the legal construction contract, it is extremely important to produce complete and accurate documents. When the construction documents are complete, they are subject to regulatory code and legal reviews. Upon completion of reviews and approvals, the construction documents are used to solicit bids in accordance with the procedures described in [Bidding and Construction Administration](#). See [Construction Document Organization Table](#).

Within the three types of standard University construction documents – the Long Form, the Brief Form, and the Mini Form – individual construction documents are carefully formatted and organized in several ways. Unless specified otherwise, the information in this chapter refers to Long Form construction documents. Additional background material on construction documents and construction contracts may be found in the following publications:

- The Construction Specifications Institute (Alexandria, VA), Manual of Practice.
- The American Institute of Architects (Washington, D.C.), Architect's Handbook of Professional Practice.
- Various publications of The Associated General Contractors of America (Washington, D.C.).

2.1 Construction Document Format

The Construction Specifications Institute's Manual of Practice states in part:

“Each [contract] requirement should be stated only one time and in the most logical location. Information in one document should not be repeated in any of the other documents. Each document has a specific purpose and should be used precisely for that purpose. This simplifies the retrieval of information and substantially reduces the possibility of conflicts and discrepancies. Everyone involved with a project benefits from this standardized approach to the placement of information within the construction documents.”

The construction documents provided in Construction Contract Templates have been drafted to reflect the requirements of the University and to meet the above requirements. To the extent feasible, each subject addressed in the construction documents has been stated in only one location, in accordance with the Engineers' Joint Contract Documents Committee's recommendations. Most construction documents contain articles, paragraphs, and subparagraphs. Each article title is numbered sequentially. Each article is subdivided into numbered paragraphs, e.g., 3.2, which means "Article 3, Paragraph 2." Each paragraph, in turn, is subdivided into numbered subparagraphs, which have no titles. Subparagraphs are referenced by number, e.g., 3.2.2, which means "Article 3, Paragraph 2, Subparagraph 2." The numbering system continues in this manner with each new level of subparagraph. [See Manual of Practice, Construction Specifications Institute, Alexandria, VA; and "Uniform Location of Subject Matter and Information in Construction Documents," Engineers' Joint Contract Documents Committee, Document 1910-16, \(published and issued jointly by the American Institute of Architects and the Construction Specifications Institute\).](#)

2.2 Core Documents and Non-Core Documents

The following University construction documents are considered "core" documents and are not to be changed by the Facility:

- Instructions to Bidders
- General Conditions

These documents have been carefully prepared to coordinate and conform with the other construction documents. Additions to or modifications of the Instructions to Bidders and the General Conditions are made by adding articles to or modifying articles in, respectively, the Supplementary Instructions to Bidders or the Supplementary Conditions ([see Construction Documents Review Procedures](#)). Such additions or modifications require review and approval by UCOP Design and Construction Services and UCL before the documents are issued to bidders. The remaining construction documents are considered "non-core" documents and require completion by the Facility or the contractor. Completion may consist of filling in blanks, adding standard text, adding new text, or preparing the complete document ([see Preparing Individual Construction Documents](#)).

2.3 Contract Documents

Contract Documents are the Advertisement For Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Affirmative Action Program, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other documents identified in this Agreement of which together form the contract between University and contractor for the work (the "contract"). The contract constitutes the complete agreement between University and contractor and supersedes any previous agreements or understandings.

Chapter 3: Selecting the Type of Construction Documents

Updated Mar 16, 2026

The University uses many types of Construction Documents. When selecting the type of construction documents, the Facility must determine, at minimum, the following:

- Mode of contracting
- Type of construction contract
- Method of determining the contract sum
- Estimated contract sum
- Method of contractor selection

The Long Form, Brief Form, Informal Form, and Mini Form have been developed assuming the conditions listed below:

- The single contract type is used.
- The [construction team](#) consists of, at most, the Owner, the contractor, the Owner's Representative, and the design professional.
- The stipulated-sum method of determining the contract sum is used.
- The complete plans and specifications contracting mode is used.

The Long Form, Brief Form, Informal Form and Mini Form have been approved for content by UCOP Design and Construction Services. If project conditions vary from those listed above, the construction documents must be modified. The use of more comprehensive construction document is encouraged whenever it is in the University's best interest to do so. For example, when the construction cost is less than 1 million dollars (thus qualifying for the Brief Form), but the work involves particularly complex time requirements, dangerous work, or special risks, it may be in the University's best interest to use the Long Form, where performance requirements are set forth in a more detailed manner.

3.1 Estimated Contract Sum

The estimated contract sum is one of several factors that determine the selection of the type of construction documents to be used.

3.1.1 General Dollar Limitations

The general dollar limitations (based on the estimated contract sum) for using each type of construction documents are as follows:

- [Long Form](#): no dollar limitation
- [Mini Form](#): up to \$300,000
- [Informal Form](#): up to \$640,000
- [Brief Form](#): up to \$1 million
- [Brief Design Build](#): up to \$5,000,000

When the estimated contract sum is less than \$50,000, negotiated contracting may be used. For projects with estimated contract sums up to \$300,000, the Mini Form may be used. When the estimated contract sum is not more than \$640,000 informal competitive bidding may be used in conjunction with the Informal Form. The Brief Form may be used for projects with estimated contract sums up to \$1 million dollars. The Brief Design Build may be used for projects with estimated contract sums of up to \$5,000,000. The Long Form, or other approved documents, must be used for projects with estimated contract sums of \$1 million or more. When the estimated contract sum is over \$640,000 formal competitive bidding is required. If a project has an estimated cost in excess of \$640,000 and is divided into smaller sub-projects for contracting purposes, each sub-project must be formally competitively bid.

3.1.2 Lowest Informal Bid Exceeds \$640,000

If the estimated contract cost is \$640,000 or less, informal bidding may be used to solicit bids. However, if the lowest responsible bid received from an informal bidding solicitation is more than \$640,000, the bid must not be accepted. The project must then be formally competitively bid, including but not limited to requirements for advertising, payment and performance bonds and a bid security requirement.

3.1.3 Federally Funded Projects

On projects funded in whole or in part by the federal government, the rules of the funding agency must be reviewed for contract document, competitive bidding, and public advertising requirements. Construction projects at the National Laboratories must comply with the management contracts between the Department of Energy and the UC. Policies and procedures governing competitive bidding and other construction requirements at the National Laboratories are found in the Laboratory Procurement Policy and Standard Practices Manual. This is published and maintained by the [Laboratory Administration Office](#) within UCOP. [See Business and Finance Bulletin BUS 43 Part 2, Responsibility and Authority, paragraph I.A.7.](#)

3.1.4 Equipment Purchase and Installation

The purchase of material or equipment and its installation shall be handled as separate transactions when possible. If separate transactions are not possible after consideration of time, cost, and supplier requirements; the installation involves the erection, construction, alteration, repair, or improvement of any University structure; and the state of California requires a contractor to have an active, valid license in order to perform the work; then the procurement shall be processed according to procedures set forth in the University Facilities Manual with appropriate provisions included to govern the material or equipment being purchased. The language of [BUS-43](#), Exhibit C, Appendix A, “Terms and Conditions of Purchase,” Article 9 must be set forth in its entirety in every University contract, purchase order and subagreement for the purchase of equipment, materials or supplies. [See Regents Policy 5401: “Policy on Procurement of Foreign-made Equipment, Materials, or Supplies Produced by Forced, Convict, or Indentured Labor.”](#)

3.2 Contractor Selection

Certain rules apply to contractor selection described in Bidding and Construction Administration.

Chapter 4: Preparing Individual Construction Documents

Updated Apr 1, 2026

This chapter describes the individual construction documents within the approved contract types and provides requirements for document preparation. After selecting the appropriate type of construction documents, 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, Design Build Form, and Progressive Design Build Form have been approved for content by UCOP - Design and Construction Services and for form (legal matters) by UCL. If project conditions require a variation from the approved forms, the construction documents must be modified. Please note that all documents referenced below can be found within the [Construction Contracts](#) page for each contract Family.

4.1 Cover Sheets and Instructions

While this chapter provides some information on preparing the individual construction documents, the Cover Sheets and Instructions for each contract provide more detailed, step-by-step instructions on completing and modifying the documents. Each template for each type of construction document 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 [Modifying the Construction Documents](#).

4.2 General Preparation Instructions

Most individual construction documents contain self-explanatory text. Informational 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 contains the following identification at the footer:

- Date of issue
- Revision number
- Page number
- Document title

Most construction contract documents are issued either electronically or as bound sets. Electronic copies that require a digital signature must be per the requirements of [Digital Signatures](#).

4.2.1 Digital Signatures and Notarization

Bid Bonds, payment bonds, and performance bonds cannot be issued in a digital format. The Notice of Completion 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 in 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

4.4.1 Request for Bid

The Request for Bid is used only with the Mini Form for informal bidding (projects with estimated contract sums of up to \$300,000). 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 [PCC 10502](#), requires The Regents to provide public notice of construction projects to bidders ([see Consultant Selection](#) and [Soliciting Bids](#)). The PCC 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 affiliated with the project.

4.5 Bidding Requirements

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

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. 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, stipulates that bid security in the form of either a Bid Bond 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 informally bid following requirements of [PCC 10504.5 et seq.](#) and the FM, and with estimated contract sums of up to \$640,000 do not require a Bid Bond.

Contractor's License. Long Form, Instructions to Bidders 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, 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 [Modification or Withdrawal of Bids After the Bid Deadline](#). Should the University choose a different **irrevocable bid period**, the construction documents must be modified.

4.5.2 Supplementary Instructions to Bidders

The Supplementary Instructions to Bidders allow 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.

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 UCOP. 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 must 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. The Information Available to Bidders must also contain information from the [UCOP Systemwide Procurement](#) about any vendors with whom the University has negotiated favorable pricing agreements that may be appropriate suppliers of material for the project.

4.5.4 Bid Form

The Bid Form sets out the major conditions and undertakings of the contract, which the bidder acknowledges upon submitting the Bid Form. The bid, if accepted, is the basis of the Agreement.

Addenda. When addenda modify the Bid Form, the Bid Form must be reissued in its entirety in a manner that is able to be differentiated from the earlier issue. The revision or reissue date must be noted on each sheet of the revised Bid Form.

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 [PCC 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. 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.

4.5.5 Bid Bond

The Long Form, Instructions to Bidders, Article 5, and the Brief 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 the 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.

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 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 UCOP. 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 UCOP. Together with the Supplementary Conditions, the General Conditions spell out in detail the terms and conditions of the contract. Every construction contract shall contain in the estimate of the number of rain days (by year or

by month) that will prevent work on the critical path of the project.

4.6.3 Supplementary Conditions

Additions to, or modifications of, the General Conditions are made in the Supplementary Conditions by UCOP. Together, these documents spell out in detail the terms and conditions of the contract.

4.6.4 Exhibits

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 numbers to be filled in by the Facility. These are the following Exhibits:

1. ***Certificate of Insurance.*** The lowest responsible bidder is required by 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
2. ***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.
3. ***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.
4. ***Application for Payment.*** The Application for Payment, which is prepared by the contractor, begins and ends the monthly payment process.
5. ***Selection of Retention Options.*** Contractor selects method for guaranteeing retention funds on the project.
6. ***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.
7. ***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.
8. ***Cost Proposal.*** The Cost Proposal is used to determine the cost of a proposed change order. If requested by the University, the Cost Proposal form must be used by the contractor.
9. ***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.
10. ***Change Order.*** University may order changes in the work without invalidating the Contract by completing a Change Order. In special circumstances, Contractor may request a Change Order.
11. ***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.

12. **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. Division 1, General Requirements, is required for all projects. The remaining Divisions 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, 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 Code Requirements](#) for document modifications that are required when the contractor must comply with other code requirements.

Phased Construction. See [Phased Construction and Multiple Liquidated Damages](#) for modification procedures.

Contract Schedules. Text options for contract schedules in the Long Form and Brief Form are set forth in Specifications, Division 1, 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, allowing the contractor to address these 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 Division 1. Activities to be added to 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 the Specifications:

- 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 Drawings must be included in the List of Drawings, and all 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 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.

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.

4.6.9 Notice to Proceed

The Notice to Proceed, issued after the contract has been executed, signals the start of construction. If the contractor is notified orally to commence work, the Notice to Proceed must be issued on the next workday, and the oral notification must be confirmed in the Notice to Proceed.

4.6.10 Change Order

The Change Order form is required for making post-award contract modifications that change the scope of work, the contract sum, the contract time, or other contract terms.

4.6.11 Field Order

The Field Order form 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.

4.6.12 Notice of Completion

The Notice of Completion establishes the completion of the work. There are three versions of the form (found in all contract families); only one must be completed. The Notice of Completion must also be filed at the County Recorder's Office. 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 UCL.

Chapter 5: Modifying the Construction Documents

Updated Mar 13, 2026

Requirements for modifying or adding to the University's standard construction documents are set forth in this chapter. Use the information in this chapter along with the Cover Sheets and Instructions preceding each document in [Construction Contract templates](#) to modify the individual documents. Only proposed changes to the core documents (General Conditions and Instructions to Bidders) should be sent for review to the UCL and Capital Programs at UCOP. Modifications of the approved construction documents might occur for the following reasons, each of which is described in this chapter:

- Construction documents are updated
- A contracting mode other than complete plans and specifications is used
- Special project applications exist
- Special project circumstances apply

5.1 Updates to the Construction Documents

The construction documents have been written to address the current requirements of typical University construction projects, both new construction and alterations. However, the University is committed to ongoing updates of its construction documents to meet changing needs resulting from matters such as government regulations, legislation, insurance, and user experience. UCOP receives and considers proposed document changes from Facilities; all changes for improvement will be made annually, unless changes are deemed urgent.

5.1.1 Interim Improvements Made by Letter

During the interim period between the publication of updates to the existing FM and the newly revised FM, Volumes 1-6, notifications of updates to the University's construction documents will be issued from UCOP to the Facilities via email.

5.2 Document Changes Related to Contracting Mode

Choosing a [contracting mode](#) other than complete plans and specifications will require modification of the University's standard construction documents.

5.2.1 Using Complete Plans and Specifications Mode

Since the standard construction documents have been written for single-contract projects using the complete plans and specifications contracting mode and a stipulated sum basis for payment, no changes are required for this mode of contracting.

5.2.2 Modifications for the Design-and-Build Mode

The design-and-build contracting mode requires changes to the core and non-core documents listed below. For each document, the degree of changes required is also indicated. Samples of these documents are available from UCOP. UCOP is available to assist the Facility in developing the final documents.

5.2.3 Modifications for the Construction Manager Mode

Two types of contracts can be used with the construction manager contracting mode; both require changes to some core and non-core documents. Among the conditions that determine the type of contract are the following:

- Multiple contracts
- Phased construction
- Cost-plus-fee contract sum
- Guaranteed maximum price

The changes required when construction management is provided by a consultant and when it is provided by a contractor are listed below. For each document listed, the degree of changes required is also indicated. Samples of these documents are available from UCOP. UCOP is available to assist the Facility in developing the final documents.

5.2.4 Modifications for the Cost-Plus-Fee Mode

The cost-plus-fee contracting mode requires changes to the core and non-core documents listed below. For each document, the degree of changes required is also indicated. Samples of these documents are available from UCOP. UCOP is available to assist the Facility in developing the final documents.

5.2.5 Modifications for Other Contracting Modes

Contracting modes—other than the complete plans and specifications, design-build, progressive design-build, construction management, and cost-plus-fee modes—have been used by the University. Construction documents for these other contracting modes are usually developed for a special project on a one-time-use basis. UCOP

keeps a list of projects that have been accomplished using these customized contracting modes, along with a set of documents used for each. UCOP is available to assist the Facilities in developing customized construction documents when needed. Approval by the Regents is required before other contracting modes are used because permission for their use has not been delegated to the Facilities.

5.3 Special Project Applications

Special project applications, including special funding, may require changes to both core and non-core documents. Core documents are modified by adding articles to the Supplementary Instructions to Bidders or the Supplementary Conditions. UCOP must approve such modifications. UCOP is available to provide the assistance necessary to develop the construction documents. Special project applications should be determined early in the development of the project.

5.3.1 Federally Funded Projects

Recipients of federal agency grant funds must follow specific requirements if such funds are to be used to procure goods and services, including construction services, valued at \$500,000 or more. [Public Law 101-136, Section 623](#), also known as the Warner Amendment, enacts these requirements and reads as follows:

Section 623. (a) No amount of any grant made by a federal agency shall be used to finance the acquisition of goods or services (including construction services) unless the recipient of the grant agrees, as a condition for the receipt of such a grant, to:

(1) announce in any solicitation for offers to procure such goods or services (including construction services) the amount of federal funds that will be used to finance the acquisition for which such offers are being solicited; and

(2) express the amount announced pursuant to paragraph (1) as being a percentage of the total costs of the planned acquisition.

(b) The requirements of subsection (a) shall not apply to a procurement for goods or services (including construction services) that has an aggregate value of less than \$500,000. Public Law 101-136, Section 623.

For projects using federal grant funds, items (1) and (2) above must be satisfied by adding appropriate language to the Advertisement for Bids.

5.4 Special Project Circumstances

Special project circumstances (presented in this article alphabetically) may require modifications of both core documents and non-core documents. Detailed completion and modification instructions for the circumstances that follow are given on the Cover Sheet and Instructions that immediately precede each construction document model in [Construction Contract templates](#).

5.4.1 Allowances

An allowance is an amount established in the contract documents for inclusion in the contract sum to cover the cost of prescribed items not specified in detail, with the provision that any variation between this amount and the final cost, if higher or lower, of the prescribed items, will be made by change order to appropriately adjust the contract sum. Limit the use of allowances to designs, services, or construction elements—such as creative design, modeling, or sculptural work related to a project—that are not specifiable enough to allow competitive bidding or for a part of the work to be competitively bid after the award of the contract. If an allowance is to be made for parts of the work that will be competitively bid after the award of the contract, contact UCOP for the required text to be added to the construction documents. When allowances are used, the Bid Form and Specifications documents require modification.

5.4.2 Alternates

Ideally, the total bid price should cover the scope of a complete project without the need for alternate bids. However, if alternates are requested, they should be used with discretion, held to a minimum, carefully prepared to minimize bidder confusion, and coordinated with the Specifications and the Drawings. Two reasons for requesting alternate bid prices are:

1. To adjust the scope of the work so the contract sum will be within the budget.
2. To allow a decision to be made between two materials or methods of different values.

Alternates should be all deductive or all additive, as follows:

1. Additive used to obtain the maximum work for the available budget. This method assumes that the total bid price received could be below the budget, and that the contract sum could be increased to match the budget figure through the execution of the alternates. However, this method may raise questions from the funding agencies about whether these additions increase the approved scope of work or embellish the project.
2. Deductive used as a means to bring the total bid price within the budget.

In addition, the presence of alternates may affect the selection of the lowest responsible bidder. When alternates are used, the Bid Form, Agreement, Specifications, and Drawings documents must be modified (the Mini Form does not utilize alternates).

Post-Award Alternates. A post-award alternate is an alternate that is exercisable for a stipulated period from the bid deadline or from the date of contract award. This type of alternate is used when the possibility of attaining additional funds at a date after the bid deadline or contract award is known or highly probable. Since the alternate is not exercised until after award of the contract, it is not a basis for the award. The Bid Form and Agreement include the appropriate text to allow for post-award alternates. When post-award alternates are used, the Specifications must be modified (the Brief Form does not utilize alternates).

5.4.3 Asbestos Abatement

When a project involves asbestos abatement, the Specifications document must be modified.

5.4.4 Assignments

In addition to assignments of responsibility to other parties that are developed during construction, assignments are occasionally made part of the bidding documents. This situation occurs when the University awards a separate contract for portions of the work, materials, or equipment before the complete project is bid, and later assigns that separate contract to the general contractor for the project. This procedure is a version of the "fast-track" project delivery method. The separate contract is awarded before the design is complete. This allows for early planning and the procurement of materials.

When assignments are used as described above, the bidding documents for both the separate contract and the general contract must be extensively revised. Modifications to documents for the separate contract inform the bidders that their contract will be assigned to a not-yet-selected general contractor. Modifications to documents for the general contract inform the general contract bidders of the complete, separate contract data.

When assignments are used, the Advertisement for Bids, Supplementary, Agreement, Instructions to Bidders, Specifications documents require modification. Based on the type of Assignment Agreement used, one of the following new documents must be added:

- [RD - Assignment of Work Agreement \(Separate Contract and Completed Example\) - Long Form](#)
- [RD - Assignment of Materials or Equipment Agreement \(Separate Contract\) - Long Form](#)

5.4.5 Bidder Prequalification

When bidder prequalification is used, the Long Form Advertisement for Bids is replaced by the Advertisement for Contractor Prequalification which generally explains the prequalification process. The Advertisement for Contractor Prequalification informs bidders that prequalification documents (the Prequalification Questionnaire) will be issued to interested bidders, and that bidding documents will be issued only to prequalified bidders. A Prequalification Evaluation form is used by the Facility to evaluate the bidders. Additionally, when prequalification is used, the Supplementary Instructions to Bidders document must be modified (all documents mentioned above can be found on the [Construction Contracts Templates page](#)).

5.4.6 Bidder Qualification

When **bidder qualification** is used, the Advertisement for Bids and Supplementary Instructions to Bidders documents must be modified.

5.4.7 Code Requirements, Optional

In addition to the codes listed in Specifications, Division 1, Section 01060, Regulatory Requirements, the contractor may be required to comply with additional applicable codes or standards. In these cases, modify Section 01060 to include the additional codes or standards.

5.4.8 Early Completion Bonus

The [California Education Code, Section 92050](#) allows The Regents to provide for the payment of a bonus to the contractor for early completion of a project. The most practical use of a bonus is to reward the contractor for completing a project before a specified date rather than within the contract time. The specified date might be that required for dormitory occupancy or for opening another revenue-producing facility. When an early completion bonus is offered, the Supplementary Instructions to Bidders and Agreement documents must be modified.

5.4.9 Construction Sequence

The construction sequence is usually the responsibility of the contractor and shown in the construction schedule, with approval by the University's Representative. When the Facility or the design professional requires a special construction sequence, the Specifications must be modified.

5.4.10 Contractor's Statement of Experience and Financial Condition

Use of the Contractor's Statement of Experience and Financial Condition is optional with Long Form contracts, is not anticipated to be used with the Brief Form, and should not be used with the Mini Form. When the Contractor's Statement is used, it is submitted with the signed Agreement and other documents as required by the Notice of Selection as the Lowest Responsible Bidder, and the Supplementary Instruction to Bidders must be modified.

5.4.11 Hospital Projects

Hospital projects, including new construction and renovations, follow specific procedures established by hospital administration and the Department of Health Care Access and Information (HCAI). HCAI is required by state law to enforce building standards related to hospital development. When the work involves new construction or remodeling for hospitals, the Supplementary Conditions and Specifications be modified.

5.4.12 Incremental Funding of Single Lump-Sum Contracts

Incremental funding allows the University to enter a contract to have a facility built over a period of years for a fixed total price but limits the University's financial obligation at any one time to the amount of funds currently

available and allotted to the contractor. Project funds that are not available when the project is bid become available during subsequent fiscal years or at some other intervals. With incremental funding, a project does not need to be separated into multiple contracts awarded in consecutive fiscal years. This approach may result in cost reductions during design, management, and construction, and it can often lead to shorter completion schedules. Incremental funding requires Regents' approval, as the authority to award projects exceeding appropriated funds has not been delegated by The Regents. When a Facility believes that the use of incremental funding may be advantageous, the procedures below should be followed:

1. Determine the feasibility of incremental funding is. UCOP will help the Facility make this determination.
2. Determine if incremental funding provides advantages.
3. Obtain Regents' approval to use incremental funding.
 1. Obtain a sample Regents' agenda item from UCOP.
 2. Draft and submit a Regents' agenda item to UCOP.
4. Revise construction documents for incremental funding. UCOP will supply sample documents.

5.4.13 Irrevocable Bid Period, Changing

The Facility may increase or decrease the irrevocable period from the initial 60 days. The minimum period would be determined as the time required to process the bidding documents and secure the required approvals. If a period other than 60 calendar days is used, the Supplementary Instruction to Bidders and Bid Form documents must be modified.

5.4.14 Daily Rate of Compensation for Compensable Delays

General Conditions, Article 7, provides compensation to the contractor for compensable delays. To be entitled to an adjustment in the contract sum for a compensable delay, the contractor must follow the claims procedures in General Conditions, Articles 4 and 7. The amount of the daily rate of compensation provided on the Bid Form by the bidder is multiplied by an estimated number of days of compensable delay provided on the Bid Form by the University. That amount is then added to the total bid price to determine the lowest bidder. During performance of the contract, however, the actual number of days of compensable delay determined in accordance with the contract documents is multiplied by the amount of the daily rate of compensation listed in the Agreement to determine the total amount owed to contractor by the University for compensable delay.

5.4.15 Phased Construction and Multiple Liquidated Damages

Phased Construction. Phased construction may be used with [a single-contract project](#) where portions of the contract are completed as the construction proceeds. This type of construction is referred to at the University as "multiple completion times" and is used in situations where certain portions of the work must be completed before the whole project is completed because of special requirements. When phased construction is used, the following Advertisement for Bids, Supplementary Instructions to Bidders, Bid Form, Agreement, and Specifications documents must be modified. Appropriate milestones and work activities should be included in the Specifications to suit the project. Assistance in drafting document modifications may be obtained from UCL.

Multiple Liquidated Damages. If portions of the work must be completed at different times (phased construction), multiple liquidated damages may be used to encourage the contractor to complete the work at the required times. When multiple liquidated damages are used, the Advertisement for Bids, Supplementary Instructions to Bidders, Bid Form, Agreement, Specifications documents must be modified.

5.4.16 Separate Bids and Combined Bids

Occasionally a bidder may be asked to submit separate bids on two or more phases or parts of one project. The Facility may then award a contract to the lowest responsible bidder based on each separate bid or on the combined bid. This bidding method may be used when the budget for the total project combines separate fund sources, for example, federal funds for an addition to a building and non-federal funds for alterations to the same building. On federally assisted projects, award of the contract may be made to the lowest responsible bidder on the entire work even though this bidder may not be the lowest responsible bidder for the federally assisted portion of the project. However, federal funding will be limited to the lowest responsible bid received on the federally funded portion of the project. If separate bids and combined bids are used, the Advertisement for Bids, Supplementary Instructions to Bidders, Bid Form, Specifications, Drawings documents must be modified.

5.4.17 Separate Contracts

Separate contracts may be used as [multiple prime contracts](#) to the University without assignment to a general contractor. When separate contracts are used, the Advertisement for Bids, Supplementary Instructions to Bidders, Agreement, and Specifications must be modified. See Long Form, General Conditions (see Part II).

5.4.18 Soil and Subsurface Conditions

Whenever site work requires the use of soil or subsurface investigation reports, logs of test borings, or all such geotechnical data as references for the contractor, must be provided in the Information Available to Bidders. The Information Available to Bidders disclaims all such geotechnical data; however, General Conditions, Concealed or Unknown Conditions, requires the University to assume responsibility for conditions that vary from the represented data.

5.4.19 Soils Engineer

When the Specifications and the Drawings use the term "soils engineer," or a synonymous term such as "geotechnical engineer" or "soil and foundation engineer," the Drawings should contain language that informs the contractor of the soils engineer's duties but does not describe the soils engineer's duties as being owed to the contractor.

When the Specifications and the Drawings use the term "soils engineer" or a synonymous term, the Specifications Quality Control document must be modified.

5.4.20 Specialty Contractors

Previously, a special clause in the Information Available to Bidders specified when specialty contractors could bid on a project. This clause is now obsolete, as license classifications and codes in the Advertisement for Bids, per the [PCC 3300](#), serve the same purpose.

5.4.21 Trenching and Excavating

When the work is anticipated to involve trenching or excavating five feet or more in depth, the Specifications document must be modified ([see Labor Code, State of California, Sections 6705 and 6707](#)).

5.4.22 Unit Prices

When unit prices are used, the Supplementary Instructions to Bidders and Specifications documents must be modified. Unit prices are not provided for in the Mini Form. If unit prices are to be used in the Mini Form, use appropriate text from the Brief Form.

5.4.23 University Controlled Insurance Program (UCIP)

UCIP coverage applies to construction projects valued at \$25 million or more ([see Insurance and UCIP](#)), and the following documents must be included in the solicitation package:

1. General Conditions for UCIP Projects
2. Supplementary Conditions for UCIP Projects
3. Instructions to Bidders for UCIP Projects
 1. RFP Document for Design-Build UCIP Projects
4. Table of Contents
 1. UCIP Bid Document
 2. UCIP Exhibits
5. Exhibits for UCIP Projects:
 1. 1a UCIP Coverage Summary
 2. 1b UCIP Safety & Health Qualification Form
 3. 1c UCIP Insurance Manual
 4. 1d UCIP Safety Standards Manual

5.4.24 Use of Common Site

Contractors are sometimes required to share the same site because the contract limits are either adjacent to or near each other. The contractors may have to use the same access or even the same work area. General Conditions, Article 6, sets forth the University's rights and the contractor's responsibilities when a project involves multiple contractors working together on the same project site. When this situation occurs, the

Specifications should describe the work of the separate contractors and how that work relates to the project. With this description, the contractor for each project in question can plan the work and better anticipate problems before they become major obstructions to the project's progress. When use of common site provisions must be made, the Specifications document must be modified.

5.4.25 Volunteer Labor

If any labor for all or a portion of a construction project will be provided by volunteers, all such volunteers must execute a form of [RD - Waiver of Liability, Assumption of Risk, and Indemnity Agreement](#). If the volunteer is a minor, the volunteer's adult parent or guardian must also execute the form. An individual performing work qualifies as a volunteer only under the following circumstances:

1. The work is performed for civic, charitable or humanitarian reasons, without promise, expectation or receipt of any compensation for work performed.
2. The work is offered freely and without pressure or coercion, direct or implied, from an employer.
3. The individual performing services is not otherwise employed for compensation on the same project and is not employed by a contractor that is receiving payment for construction work performed on the same project.

If volunteer labor is contemplated on a project, contact construction counsel in UCL to discuss the unique facts of the situation before asking any volunteers to execute a [Waiver of Liability and Assumption of Risk form](#).

Chapter 6: Construction Documents Review Procedures

Updated Mar 16, 2026

Certain construction documents are subject to internal review and approval by various University units as well as external review and approval by state or federal agencies.

6.1 University Reviews

Bidding documents no longer require review by UCL unless changes are proposed to the Instructions to Bidders or to the General Conditions through use of Supplementary Instructions to Bidders or Supplementary Conditions.

6.1.1 Facility Reviews

The construction documents are usually reviewed by one or all of the following Facility units (or their equivalent) as applicable: facilities management, seismic safety, environmental health and safety, fire marshal, physical plant, telecommunications, energy committee, building advisory committee, crime prevention, campus and community planning, and others as applicable. The facilities management unit usually coordinates all reviews. The Facility's review of the Drawings and related documents is intended as a check to determine:

- If the work required to prepare the construction documents has been completed.
- If the design solution satisfies University programmatic needs.

Approval by the Facility of the plans, designs, and related documents does not relieve the design professional of responsibility for adequate design and compliance with applicable codes:

1. Facilities Management. The following reviews by the facilities management unit should be made during document development:
 1. Review of design professional submittals as required by the Executive Design Professional Agreement ([see Contract Templates - Design and Other Consultants](#)).
 2. Review of construction documents for continuity and conformance to the Facilities Manual models ([see RD - Construction Documents Review Checklist](#), and [RD - Errors Commonly Made in the Construction Documents](#)).
 3. Coordination with UCOP - of the review of construction documents utilizing modes of contracting other than complete plans and specifications, design-and- build, construction management, and cost-plus-fee ([see Document Changes Related to Contracting Mode](#)).
2. Seismic Safety. The Facility's consulting structural engineer will review the documents for conformance to University policy on seismic safety.
3. Environmental Health and Safety. The Facility's Environmental health and safety department will review the documents for conformance to University policy on environmental health and safety.
4. Fire Marshal. The Facility's Designated Campus Fire Marshal will review the documents for conformance to applicable fire protection regulations and accepted standards.
5. Physical Plant. Requirements for proper operation and maintenance of plant ([see Volume 6: Plant Operations and Maintenance](#)) will be reviewed by the physical plant unit.
6. Telecommunications. Usually, the Facility will have a master plan for telecommunications; the telecommunications unit will review the Drawings and the Specifications for conformance to that plan.
7. Energy Committee. The energy committee will review the documents for conformance to University policy on energy and water conservation and management.
8. Building Advisory Committee. Review by a Facility building advisory committee is usually performed during the project's schematic design phase.
9. Crime Prevention. The crime prevention unit will review the Drawings and other documents for conformance to building security and other requirements of the Facility crime prevention program.
10. Campus and Community Planning. Input by campus and community planning committees is usually obtained during the project's schematic design phase.

6.1.2 UCOP and UCL

Changes to the Instructions to Bidders and General Conditions (the core documents) made by, respectively, Supplementary Instructions to Bidders and Supplementary Conditions require review and approval by UCOP

Design and Construction Services and by UCL before these documents are issued to bidders. Submit the proposed changes either as Supplementary Conditions or Supplementary Instructions to Bidders in "track changes" to expedite the review and comment period. All model documents contained within the [Construction Contract Templates](#) page have been approved by UCOP, Design and Construction Services for content and by UCL for legal form.

6.2 External Reviews

Review and approval of the completed construction documents by various external agencies, including the following, may be required to meet code requirements:

1. Division of the State Architect
2. Office of the State Fire Marshal
3. Department of Health Care Access and Information (HCAI)
4. California Coastal Commission
5. Local air quality management districts
6. Other agencies involved with the project

The Facility arranges all meetings with these agencies and pays all necessary application fees.

6.2.1 Division of the State Architect - Access Compliance

Compliance procedures set forth in the [California Code of Regulations Title 24, Part 1, California Building Standards Administrative Code](#) require that plans for construction and alteration of state-funded projects be reviewed by the Division of the State Architect/Access Compliance and that the plans be certified to be in compliance to regulations regarding disabled access to public facilities, prior to contract award. Disabled access compliance of non-state funded projects is overseen by the Campus Building Official.

6.2.2 Office of the State Fire Marshal

The Designated Campus Fire Marshal conducts plan review and construction inspection of University projects. Approval is required by the Office of the State Fire Marshal for compliance with public safety requirements. The University requires compliance with State Fire Marshal fire safety regulations. See Memorandum of Understanding with State Fire Marshal, May 28, 2025; [California Code of Regulations, Title 19](#); [California Code of Regulations, Title 24, Part 9, California Fire Code](#); [California Code of Regulations, Title 24, Part 2, California Building Code](#).

6.2.3 Department of Health Care Access and Information (HCAI)

HCAI Division of Facilities Development, reviews and approves all acute care, skilled nursing care, and hospital facility projects. "Licensed clinics" are reviewed and approved by the Campus Building Official. The Health and

Safety Code requires HCAI to be responsible for the enforcement of building standards of hospital buildings, including the plan checking and the inspection of the design and details of the architectural, structural, mechanical and electrical systems, and the observation of construction. In some instances, this responsibility is delegated to approved individuals at specific locations. See **Memorandum of Understanding with the Department of Health Care Access and Information (HCAI), June 30, 2025**; [California Code of Regulations, Title 24, Parts 1 and 2, California Building Standards Code](#); [Health and Safety Code, State of California, Section 129675](#).

6.2.4 Coastal Commission

Projects located within the boundaries of the coastal zone require review and approval by the state's Coastal Commission. The approval process may take a significant amount of time and should be accounted for in the project schedule.

6.2.5 Air Quality Management Districts

If projects are within the boundaries of air quality management districts, the project must be reviewed and approved by the appropriate district.

6.2.6 Federal Agencies

National Laboratories. Construction projects at the National Laboratories must comply with the management contracts between the Department of Energy and the UC. Policies and procedures governing competitive bidding and other construction requirements at the National Laboratories are found in the Laboratory Procurement Policy and Standard Practices Manual. This is published and maintained by the [UC National Laboratories](#) within UCOP. [See Business and Finance Bulletin BUS 43 Part 2, Responsibility and Authority, paragraph I.A.7](#)

Other Federally or Privately Funded Projects. Most federal agencies and federal programs require, after receipt of bids, and upon determination by the University of its intention to award a contract, that such intention be referred to the funding agency for approval before contract award. The project manager should consult with the fund administrator regarding the requirements.

In each case where a construction contract is proposed to be executed for a federal or privately funded project (other than Department of Energy-funded), the Facility must first determine from the terms of the grant or funding agreement whether prior approval of intent to award is required. When prior approval is required, the Facility may be required to submit the following information to the funding agency:

1. Affidavit of advertising
2. Bid summary (certified by the Facility architect)
3. Copy of low bid
4. Copy of Bid Bond and power of attorney by surety
5. Letter of recommendation for award
6. Project budget

Chapter 7: Project Quality Management Program

Updated Mar 13, 2026

This chapter sets forth requirements and procedures for establishing the construction phase portion of a Project Quality Management Program. Quality requirements for construction projects are established first by The Regents, next by the President, and then by the Facilities. Quality is measured by conformance to requirements established by facilities management personnel. Project quality is ultimately appraised by the Facility.

7.1 Program Goals

The goal of the construction phase of the [Project Quality Management Program](#) is to ensure that the construction of a project meets the quality requirements established by the Facility. To accomplish this goal, facilities management personnel must perform the following functions for the project team to ensure the desired quality of the constructed project:

- Establish requirements
- Build teamwork
- Supply resources
- Evaluate performance

7.1.1 Project Team Members

During the construction phase the project team may consist of the following principal parties and their associates:

1. University
 - Client
 - University's Representative
 - Planning staff
 - Budgeting staff
 - Facilities management staff
 - Facility Fire Marshal
 - Campus Building Official
 - Facility police
 - Facility environmental, health, & safety staff
 - Project Manager (University employee)
 - Project Manager (outside professional)
 - Construction Manager (outside professional or University employee)
2. Design Professional
 - Executive design professional

- Design professional's consultants
 - University design consultants
3. Constructors
- Construction contractor
 - Subcontractors
 - Project representatives
 - Construction Manager (acting as contractor)

7.2 Program Scope

During the construction phase a Project Quality Management Program includes the following:

1. Quality management planning and implementing policies, procedures, and requirements.
2. Quality control ensures that work is being performed per project requirements and that work is being checked for compliance prior to its acceptance.
3. Quality assurance verifying that quality control tasks are being performed.
4. Continuous quality improvement continually pursuing improvement in the quality of the construction process.
5. Quality costs associated with redoing a construction item even when this increases the item's cost.

7.3 Program Requirements and Procedures

The first step in establishing the construction phase portion of the Project Quality Management Program is to formulate written requirements that specify the roles and responsibilities of project participants. The Facilities Manual establishes basic University requirements; additional requirements should be established by the respective Facility or by the project team through partnering.

7.4 Teamwork

A Project Quality Management Program should address both construction-related technical issues and people-related issues. Technical issues may involve checklists, inspections, interdisciplinary plan checks, various reviews, and value engineering when applicable. People-related issues include fostering commitment to the project, building teamwork, clarifying expectations, and establishing [partnerships](#)). Cooperation among project team members is recommended to begin early in the project process.

7.4.1 Partnering

In the context of the construction phase portion of a Project Quality Management Program, "partnering" means:

1. Defining expectations—of the University, the design professional, and the Contractor's project manager or construction manager.

2. Reviewing procedures—assuring that procedures reflect each project team member's understanding.
3. Conflicts—reviewing and modifying mechanisms set up early in the project for avoiding and resolving conflicts and for periodic process progress reviews.

7.5 Program Resources

The Facility should provide the budget, personnel, and time necessary to meet quality requirements for each project phase. This task is accomplished through decisions made by the Facility's management staff.

7.6 Evaluation by the Project Team

Periodically during construction and upon completion of the construction phase, members of the project team should evaluate the team's performance as a whole. In evaluating a project for quality, the project team should:

1. Review expectations.
2. Identify problems.
3. Propose solutions to rectify problems.
4. Estimate additional resources needed.
5. Determine if the project cost or program needs refining.

The team evaluation will assess the team's performance in accomplishing project quality goals by considering the team's:

1. Effectiveness in relation to established quality requirements.
2. Efficiency (staying within budget).
3. Timeliness (remaining on schedule).
4. Compliance with imposed constraints as stated in policies, procedures, and programs.
5. Teamwork.

Evaluations can be made by completing evaluation forms predesigned with questions and data entry requests developed on an objective basis.

Volume 5: Bidding and Construction Administration

Updated Feb 12, 2026

Chapter 1: Methods of Contractor Selection

Updated Mar 18, 2026

The evaluation and selection of contractors leading to the award of construction contracts is subject to the [California Public Contract Code \(PCC\)](#). State law requires the University to publicly advertise certain construction contracts for competitive bid; however, when a contract is valued below the dollar limit established for competitive bidding, the contract may be awarded through an informal competitive bidding process or by negotiated contracting. (Negotiated contracting, a process during which a contractor is selected without competition, is sometimes referred to as "direct selection.")

1.1 Competitive Bidding

[PCC 10500 - 10506](#) require that University construction contracts in excess of \$50,000 be competitively bid and be awarded to the lowest responsible bidder or, on the refusal or failure of such bidder to execute a tendered contract, be awarded to the second-lowest responsible bidder or, on that bidder's refusal or failure to execute a tendered contract, be awarded to the third-lowest responsible bidder, unless it is determined that the acceptance of a responsible bid is not in the best interests of the University, in which case all bids shall be rejected.

Editor's Note: Beginning on January 1, 1978, the California Education Code was amended to impose competitive bidding requirements on The Regents where formerly such bidding was required as a matter of self-imposed Regents' policy. Before the code was amended, The Regents did have the right to negotiate and award sole-source contracts of any dollar amount. The right to negotiate contracts is now restricted by the [PCC 10500-10506](#), which superseded the California Education Code in 1984 as the competitive bidding law applicable to the University ([see PCC](#)).

According to the California Constitution, the University is subject to "competitive bidding procedures as may be made applicable to the university by statute for the letting of construction contracts, sales of real property, and purchasing of materials, goods, and services." The requirement for competitive bidding shall not be avoided by splitting a project into smaller units of work or by the use of change orders to authorize substantial additional work Substantial Change Orders.

The sanctions for not complying with competitive bidding requirements are very strict. Any person or entity may protest the award of a contract at any time during the term of the contract. If the courts find that the competitive requirements were not followed, the University official signing the contract may be fined, imprisoned, or both. The contractor would be required to refund the amount of money paid to the contractor by the University, even if the Work had been completed and accepted. The project may face a substantial delay for rebidding or reselection.

State law requires University projects over certain cost thresholds to be publicly advertised and awarded to the "lowest responsible bidder" in accordance with PCC10500. "Responsible" refers to a prospective bidder's ability to satisfactorily perform the Work. Selection of the lowest responsible bidder does not necessarily require an award to the bidder submitting the lowest dollar bid, unless that bidder is also found "responsible" (qualified and thus deemed to have the ability to satisfactorily perform the Work). Refer to the [PCC; Constitution of the State of California, Article IX, Section 9](#); and [Bid and Award Process Flow Chart Competitive Bidding](#) and the following sections of the Facilities Manual for detailed advertising requirements.

1.1.1 Formal vs. Informal Competitive Bidding

The PCC requires formal competitive bidding for projects with estimated contract sums over \$640,000 and permits informal competitive bidding for projects between \$50,000 - \$640,000. The University has established procedures for negotiated contracting for projects under the dollar limit for competitive bidding.

When utilizing *formal competitive bidding*, the University follows the following process:

1. Advertises for bids in accordance with [PCC 10502](#)
2. Receives sealed bids on or before the Bid Deadline
3. Publicly opens all such bids
4. Prepares and publishes a Bid Summary of all such bids
5. Awards the contract to the bidder submitting the lowest responsive bid or rejects all bids.

When utilizing *informal competitive bidding*, the University follows the following process:

1. Requests bids from at least three qualified bidders on the basis of identical sets of bidding documents issued to the bidders at approximately the same time
2. Prepares a Bid Summary of all bids
3. Awards the contract to the lowest responsible bidder submitting a responsive bid or rejects all bids. [See Informal Competitive Bidding Procedures.](#)

1.1.2 Federally Funded Projects

For projects funded in whole or in part by the federal government, the rules of the funding agency should be reviewed for competitive bidding and public advertising requirements. Normally, federal agencies require competitive bidding with public advertising only for projects with estimated construction costs exceeding \$10,000. If federal requirements are more restrictive than “PCC,” the more restrictive requirements must be followed.

1.2 Informal Competitive Bidding Procedures

Informal Competitive Bidding (for projects between \$50,000 and \$640,000) is a direct bid solicitation to 3 or more contractors able to perform the applicable work. The contract is awarded to the lowest responsible bidder submitting a responsive bid, or all bids are rejected. While selecting bidders, repeated awards to a single contractor is not allowed; an impartial method must be used for selecting contractors who are to receive bid solicitations. Suggested methods include:

- Regularly solicit bids from all responsible contractors who have expressed interest in receiving informal bids, or
- Select contractors on a rotating basis from a pool of responsible contractors able to perform such work.

Identical sets of bidding documents must be issued to all bidders at approximately the same time. When using Informal Competitive Bidding under [PCC 10504.5](#) and when construction value exceeds \$300,000 but does not exceed \$640,000 General Contractors and (if using), Mechanical, Electrical and Plumbing subcontractors must be qualified. In order for a Bidder to become “Base Qualified”, the Bidder must conform to the requirements of the OP approved template (hereinafter referred to as “Base Qualification Questionnaire”). The Base Qualification Questionnaire may not be modified without approval from UCL. If a Facility wishes to add to the qualification criteria, it may perform a second level of qualification assessment consisting of additional criteria.

The Facility may prequalify contractors in advance or qualify bidders at the time of bid. A Base Qualified bidder will maintain the Base Qualified status for up to a year from the date of the signed Base Qualification Questionnaire form. The Facility may maintain a pool of qualified contractors. The pool of qualified contractors must be available to all bidders. The Facility must bid to a minimum of three or more qualified contractors who are invited on a rotating basis ([see Informal Form Contract Templates](#)).

1.2.1 Sheltered SBE/DVBE Informal and Negotiated Bidding Pool

The President of the University and Regents have set a goal of 25% SBE/DVBE participation for Design & Construction contract spending by 2025. Sheltered bidding is a program whereby a portion of contracts are designated, before solicitation of informal (competitively bid \$50k - \$640K) or negotiated (under \$50K) bids, for competition from Small Business Enterprises (SBE) and/or Disabled Veteran Business Enterprises (DVBE). The goal of sheltered markets is to provide greater bidding opportunities to small and disabled veteran businesses in UC capital programs. For these contracts, a minimum of three qualified SBE/DVBE firms must be invited to bid.

Contracts awarded under the Sheltered Bidding program require 51% of the work to be performed by an SBE or DVBE that has completed and submitted UC’s Confirmation of Certification form. This performance requirement will be verified on the project bid form, and then again with the Final Distribution of Contract Dollars form submitted with project closeout material. Campuses will have the discretion to rebid the contract outside of the Sheltered Bidding Program if prices are not competitive. The Sheltered Bidding program is broken up into three programs according to scope and/or size of project:

1. Sheltered Bidding - This program covers small construction contracts
2. Sheltered Applicant Pool - This program covers design and professional services contracts under \$100,000
3. Large Project Sheltered Subcontractor Bidding - this program covers large projects that informally bid subcontracts

Sheltered Bidding Pool for Small Construction Contracts. Sheltered bidding may be used for selected Negotiated (<\$50,000) and Informal competitively bid (<\$640,000) projects. Preregistered SBE/DVBE contractors may be invited to bid by campus staff. A minimum of three firms must be invited from the list for each bid. 51% of the contract value must be performed by SBE/DVBE firms. This will be documented on the bid form. If bids are not competitive, the campus may reject all bids and rebid in the non-sheltered market. A further description of the program can be found in the facility manual. For Negotiated Contracts with a construction value less than \$50,000, contractors must submit a [Contractor Profile Form](#), to automatically be entered into the Sheltered SBE/DVBE Bidding Pool. For Informal Competitive Bidding when construction value exceeds \$300,000 but does not exceed \$640,000, contractors must submit the Base Qualification to automatically be entered into the Sheltered SBE/DVBE Bidding Pool.

Sheltered Applicant Pool for Professional Services. The Sheltered Applicant Pool may be used for selected consultant services agreements under \$100,000. The campus may reach out to firms in the pool list to solicit a proposal. Firms will be selected based on qualifications. 51% of contract value must be performed by SBE/DVBE firms. This will be demonstrated by the Report of Subconsultant Information submitted with the proposal.

Large Project Sheltered Subcontractor Bidding. Large project sheltered subcontractor bidding may be used for subcontracts on selected Formally Bid (>\$640,000) agreements. In this process, the construction manager, general contractor, or design builder may set aside trade packages for bidding or assignment solely for SBE/DVBE subcontractors and subconsultants. The sheltered SBE/DVBE contractors must meet the same certification requirements as the small project sheltered bidding. The construction manager, general contractor, or design builder may utilize the SBE/DVBE firms already enrolled in the University's Sheltered Bidding Pool, but it is not required. 100% of the subcontract value for these identified trade packages must be performed by SBE/DVBE firms, and this will be documented on the Expanded List of Subcontractors. Under the Sheltered Subcontractor Bidding program, no more than 25% of the total value of the contract between the construction manager, general contractor, or design builder and the University can be set aside for sheltered subcontractor bidding.

1. This program can be utilized for projects using CM at Risk, Design-Build, Brief Design-Build, and Progressive Design Build agreements.
2. A minimum of three certified SBE/DVBE firms will be invited for each identified sheltered subcontractor bid. If bids are not competitive, the construction manager, general contractor, or design builder may reject all bids and rebid in the non-sheltered market.
3. The identified Sheltered Subcontractor bid packages will not exceed the 25% maximum total value of construction.
4. This program can be utilized for projects utilizing the standard Design-Build and Brief Design Build agreements that allow Contractors to choose their subcontractors without bidding, the use of this program will not change the project bidding or awarding requirements in any way.

1.3 Negotiated Contracting

A contract may be negotiated with a contractor if the construction cost of the project does not exceed \$50,000. The contract sum is negotiated between the University and the contractor. For negotiated contracts, the contractors must be selected on a rotating basis from a pool of contractors able to perform the type of project work required. A memorandum stating the conditions warranting such an award, and a justification of the accepted price as being reasonable (such as an independent estimate), must be written by the University's Designated Administrator and placed in the project file.

Examples of further conditions when negotiated contracting might be appropriate include, but are not limited to, the following:

- A contractor is already working near the project site on other work. If this contractor were selected, mobilization costs would be saved, and congestion and coordination problems would be avoided.
- The Work must be performed immediately to protect the health, safety, and welfare of University personnel or the general public.

1.4 Duration of the Bidding Period

During a project's design phase, the Facility determines which contracting mode to use. Both the contracting mode chosen and the type of bidding used will affect the duration of the bidding period. Project stakeholders should be informed of the duration of the required bidding period.

1.5 Equal Opportunity Policy

It is the policy of The Regents of the University of California, consistent with State and Federal law, that race, religion, sex, color, ethnicity, and national origin will not be used as criteria in its business contracting practices. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity, and national origin, have equal access to contracts and other business opportunities with the University.

[PCC 10500.5](#) urges The Regents to adopt policies and procedures to facilitate the participation of small businesses, particularly small disadvantaged business enterprises (DBE), women-owned business enterprises (WBE), and disabled veteran business enterprises (DVBE) in business contracting with the University. Complementary to the 25% SBE/DVBE goal set for the procurement of products and services, the President of the University California and Regents established a 25% goal for SBE and DVBE participation in design and construction contracts.

1.5.1 Outreach

Each Facility must use a broad range of outreach activities designed to improve the University's access to qualified small businesses, including DBE, WBE, and DVBEs (D/W/DVBEs), and to build goodwill in the community toward the University's construction programs. Existing outreach programs should be continued, and new ones designed as needed. Such activities could include, for example:

- Publishing a brochure or other instructional material designed to convey information to all small businesses about the University's construction programs; the material should contain a directory of key personnel and information on how to become aware of the University's upcoming construction projects.
- Participating in trade fairs for the purpose of enabling small businesses to demonstrate their abilities.
- Attending trade fairs and business opportunity events presented by others for the purpose of meeting new small businesses, including DBE, WBE, and DVBEs, and discussing common problems and solutions with other organization's construction staff.
- Presenting seminars for groups of small businesses, including DBE, WBE, and DVBEs for the purpose of instructing them on how to do business with the University.
- Meeting small business contractors on an individual basis to understand their capabilities and qualifications.
- Visiting small business locations for the purpose of inspecting their facilities, understanding their capabilities and prequalifying them as University contractors.
- Participating in local organizations that support small businesses, including groups oriented toward D/W/DVBEs.

Each University location must designate a coordinator knowledgeable in its facilities contracting systems who will be responsible for the following:

- informing small businesses, including DBE, WBE, and DVBEs, of appropriate contracting procedures;
- referring them to appropriate project contracting staff;
- coordinating outreach activities; and
- maintaining statistical records.

1.5.2 Certification

For purposes of statistical reporting, the University will require businesses to certify their status as SBE, DBE, WBE, or DVBE. The Confirmation of Certification form shall be used to obtain this information for all Contractors, Subcontractors, Designers, and Consultants.

1.5.3 Statistical Records

As a federal contractor, the University is required, periodically, to produce statistics on its utilization of DBE, WBE and DVBEs. Each facility should maintain records, taken from each consultant's or contractor's Self-Certification Form and the Report of Subcontractor Information forms provided by each contractor immediately after award, containing at a minimum:

- Total dollars awarded to all construction contractors.
- Dollars awarded, by category, to SBE, DBE, WBE, and DVBE contractors and subcontractors.
- Dollar awards expressed as a percentage of the total for each business category.

1.6 Best Value Contractor Selection

[PCC 10506.4 et seq. in effect January 1, 2012, authorizes a program for the Regents of the University of California for projects over one million dollars \(\\$1,000,000\) and allows an award to the lowest responsible bidder selected on the basis of the “Best Value” to the University, as defined in Section 10506.5.](#) To implement this method of selection, the Regents of the University of California has adopted and published the following procedures and required guidelines for evaluating the qualifications of the bidders that ensure that Best Value contractor selections by each Facility are conducted in a fair and impartial manner. These procedures and guidelines conform to the requirements of Sections 10506.6 and 10506.7 and shall be mandatory for all campuses of the university when using best value selection. These Procedures and Required Guidelines are applicable to Bidder Qualification only. For guidance on all other facets of the Best Value Program, consult the Best Value Best Practices, and consult with members of UCOP, should you have any questions or concerns.

1.6.1 Best Value Bidder Selection Process

All bidders shall be pre-qualified for the subject project. Each pre-qualified bidder must submit a Best Value Evaluation Questionnaire, with supporting documentation, verified under penalty of perjury. The bidders shall be evaluated on the five (5) criteria by each member of the Evaluation Committee and on no others to determine their Qualification Points.

*The total bid price (Bid\$) is divided by the bidder's **average** Qualification Points (QP) resulting in a unit of measurement indicating dollars per quality point (\$/QP).*

Formula: $Bid\$ / QP = \$/QP$, also known as the Best Value Score (BVS). The bidder with the lowest BVS is the apparent lowest responsible bidder.

The BVS for each bidder shall be calculated based on the total bid price, including alternates. The maximum qualifications points for any bidder shall be 1000 points. Each campus, as appropriate for the project, shall determine how the total available points should be distributed among the five categories for each bidder evaluated. However, no category shall be assigned less than 150 points without prior approval from UCOP.

1.6.2 Required Guidelines for Evaluation of Bidder Qualifications

The Best Value selection method can be used for any project with a construction cost over \$1,000,000. It does not change the bidding processes in any respect other than those addressed in these Guidelines. This is not a project delivery method. Best Value is an evaluation process of contractors' bids that allows consideration of price and five specific bidder qualification criteria in determining which bid offers the best value to the University. The process compares strengths, weaknesses, risks, performance, and price of each bid in accordance with published bidder qualification selection criteria.

When developing the evaluation criteria, in addition to price, bidder qualification factors must include:

1. Demonstrated management competency,
2. Financial condition,
3. Labor compliance,
4. Relevant experience and
5. Safety record.

The criteria must always reflect the requirements of the specific project and shall never be utilized to unfairly disadvantage any prospective bidder. All the allowable bidder qualification criteria identified above must be published in the Best Value Questionnaire and all available point totals and all sub criteria within the five criteria above must be approved in advance by UCOP. The use of the Best Value procedures authorized below is contingent upon conformance with the statutory authority of the PCC and the specific requirements of these Procedures and Required Guidelines. No modifications to the requirements herein may be made without the prior written concurrence of UCOP.

1.6.3 Procedures for Evaluation of Bidder Qualifications

All documents listed below can be found on the [FM Best Value page](#). For every project using the Best Value selection method, the campus shall submit the following to UCOP, Design and Construction Services, for approval:

Prior to Advertising:

1. Proposed [Evaluation Committee Roster](#) including job title, a very brief description of duties and professional affiliation.
2. [Best Value Questionnaire](#) with the points allocated to each major category as relevant to the project. The template should be modified to meet the specific needs of the Project.
3. List of pre-qualified contractors with criteria used for Prequalification.

After Bid opening and Evaluation Committee Results:

1. [Evaluation Committee Roster](#).
2. Summary Analysis of all bidders identifying lowest responsible bidder on the [Best Value Score Analysis](#) (showing the total qualifications score for each bidder along with its bid price and the calculated Best Value Score).
3. Summary of all campus Best Value results to date on the [Best Value Campus Summary](#).

Every Facility shall keep a permanent record of all Best Value projects, including all completed copies of the Best Value Score Analysis together with the Questionnaire Scorecard, and shall make the records available to UCOP upon request. Every campus shall maintain an updated record of all Best Value projects on the Best Value Campus Summary form. This updated form shall accompany the Best Value Rating Analysis when submitted to UCOP for approval.

Chapter 2: Bidding Documents

Updated Mar 12, 2026

The bidding documents are prepared by the design professional and the Facility during a project's construction documents phase and are assembled by the Facility.

2.1 Bidding Document Types

The University uses many types of construction documents. The construction bidding documents are part of the overall construction documents. [All construction document models](#) contained in [Volume 4: Construction Contracting](#), have been approved by the UCL.

2.2 Bidding Document Review

Facilities are responsible for reviewing their own bidding documents, regardless of the estimated construction cost. However, proposed changes to the Instructions to Bidders and the General Conditions must be reviewed by UCOP and the UCL. Detailed review procedures are given in [Volume 4: Construction Contracting](#).

Chapter 3: Preparing to Solicit Bids

Updated Mar 16, 2026

Before bids can be solicited, basic conditions required by University policies, delegations of authority, and federal and state regulations must be met. These conditions apply to competitive and informal bidding and negotiated contracting ([see RD - Permission to Solicit Bids](#)).

3.1 Conditions Prerequisite to Bidding

Before soliciting bids for any construction contract, the Facility Designated Administrator must ensure that all the following conditions are met:

1. The commitment of funds, the scope of construction, and equipment to be acquired conform to the project scope and cost itemization in the current approved Project Planning Guide or conform to the project description in the case of minor capital improvement projects.
2. The bidding documents conform to requirements in the Facilities Manual, or modifications to the documents are approved by UCL and UCOP.
3. For state-funded projects, the bidding documents have been approved by the Department of Finance and State Public Works Board, as applicable.
4. Funds are available.
5. The project complies with the most recent version of the "Amended University of California Procedures for Implementation of the California Environmental Quality Act."
6. The documents conform to the fire and life safety requirements of the California Building Standard Code.
7. Independent certification is made that the design meets or exceeds energy regulations and standards.
8. The project complies with the provisions of the California Coastal Act of 1976, if appropriate.
9. The design conforms with the University's seismic safety policy.
10. Procedures for providing access for all are followed (see Code Compliance and Administration).
11. Drawings and specifications for licensed hospital facilities are approved and stamped by the Department of Health Care Access and Information (HCAI). HCAI approves documents for the design and details of architectural, structural, mechanical, and electrical systems.
12. Drawings and Specifications for state-funded non-hospital-related projects are approved and stamped by the Division of the State Architect for access requirements.
13. State review of any required environmental document has been completed.

See [Small MS4 Statewide General Permit, Order No. 2013-0010DWQ](#); [RD – Permission to Solicit Bids](#); [University policy: "Equal Opportunity in University Business Contracting;"](#) and Code compliance in regard to project design and construction.

3.2 Availability of Funds

Before bids are solicited, the Facility accounting officer must certify that project funds are available in the plant account approved for the project. Signature for certification of fund availability is included on the Pre-Bid Capital Improvement Budget. The source and amount of funds must match the most recently approved Capital Improvement Budget (CIB) for the project. The approval authority for CIBs depends on the fund source and size of the project. Contact UCOP to determine authority.

3.2.1 State-Funded Projects

For state-funded projects, funds are frequently transferred from the state to the University in increments. For such projects, formal action by the State Department of Finance to "release" funds to the University and authorize proceeding with work is sufficient basis for signifying availability of funds.

3.2.2 Non-State-Funded Projects

Most non-state-funded projects must have funds physically transferred into the plant account to proceed with solicitation of bids. Exceptions are discussed below.

For externally financed projects, the Chief Investment Officer's Office must notify the Facility that funds are available. Regents' approval of external financing is not sufficient, as it does not mean that funds are immediately available. Gift pledges (not yet-in-hand) are not an appropriate source of funds for the purposes of bid solicitation. Prior to solicitation of bids for a project with outstanding pledges, the following must occur:

1. The Regents have approved authorization for a standby loan and the Chief Investment Officer's Office has notified the Facility that funds are available, or
2. A cash advance from another lawfully available source is temporarily transferred into the plant account and reimbursed as gifts are received.

Some federally funded projects require that bidding documents be reviewed by the appropriate federal agency for permission to advertise for bid. Refer to the agency agreement for the specific requirements.

3.3 Concurrent Approval by Funding Agency

3.3.1 State-Funded Projects

Capital projects funded by State capital appropriations require the submittal to UCOP of the final, 100% complete bid documents package with all signatures and approvals by the designated Campus Fire Marshall or Division of the State Architect/Access Compliance. The project, as detailed by the documents, must be within the approved scope, budget, and schedule. The Facility submits the completed bid document package, including

drawings and specifications, with supporting documentation that includes an explanatory cover letter, project description, project Capital Improvement budget, detailed cost estimate, component cost summary, area reconciliation, project schedule, and record of final EIR action (if pertinent) to UCOP for review and processing. Any bid alternates must be explicitly identified; alternates may not be bid without approval of the individual alternates by the State Department of Finance (DOF) or State Public Works Board (SPWB) (if the project is funded with lease-revenue bonds), or UCOP (streamlined projects). The project may be put out to bid upon the availability of funds (construction funds are "committed" by legislative authority at the time of bid, but are released by the state only upon approval to award a contract). See Conditions Prerequisite to Bidding for a list of other constraints. If the lowest responsive and responsible bid is within budget, the construction contract may be awarded. Contact [Capital Planning](#) at UCOP for more detailed and updated information regarding submittal documentation and process, or for clarification as necessary.

3.3.2 Lease-Revenue Bond-Funded Projects

Capital construction and capital equipment purchases for projects funded with State lease-revenue bonds (in which the State owns the facility and leases it to the University) require steps in addition to those outlined in State-Funded Projects above. Prior to approval of Preliminary Plans, the Facility must first prepare and transmit to UCOP a legal description and site survey, and these must be approved by SPWB. Bidding may occur prior to when Lease Revenue Bonds (LRBs) are sold, but the award can only occur after a successful LRB sale. Prior to obtaining approval of the bid document package submittal, a proposed site lease, facility lease, and equipment lease (if applicable), are prepared by SPWB and its bond counsel, but only after a bond sale is initiated; Regents authorization must be submitted to the SPWB for approval. Regents item requesting authorization to prepare and execute the leases and agreements must be approved prior to awarding a contract.

UCOP coordinates and submits the necessary documents, in parallel with the bid document package submittal, to SPWB for review and action. The bid document package for a lease-revenue bond-funded project must be approved by the DOF. At the conclusion of the bidding phase, the Facility reports the bid results and the apparent low responsible bidder to UCOP for transmittal to the DOF with a request for approval and authorization to award the contract ([see State-Funded Projects](#)). Upon receipt of this authorization and notification that bond proceeds are available, the contract can be awarded and work can proceed.

3.4 Project File Maintenance

The bid document package as submitted to, and approved by the State, must be the same as the bidding documents issued and must become part of the Facility's project file ([see Project Records](#)).

3.5 Compliance with State and Federal Law or Regulation

On projects funded in whole or in part by the federal government, the rules of the funding agency must be reviewed for competitive bidding and public advertising requirements. Normally, federal agencies require competitive bidding with public advertising only on projects with estimated construction costs exceeding \$10,000. If federal requirements are more restrictive than University policy, the more restrictive requirements

must be followed. If the funding agency requires an affirmative action program as a condition for funding, then an affirmative action program that is in compliance with the funding agency's requirements must be included in the bidding documents and the contract documents.

3.5.1 American Recovery and Reinvestment Act of 2009 (ARRA)

If the project is funded in whole or in part through the [American Recovery and Reinvestment Act of 2009 \(ARRA\)](#), see following guidelines for compliance:

For all grant-funded construction projects, whether new construction, renovation, maintenance, repair or upgrade, the terms of the grant may add compliance requirements different from those of the University's "typical" project. Federal grants funded as part of ARRA (the American Recovery and Reinvestment Act of 2009) entail a separate set of compliance requirements, some of which vary depending on the funding agency (NIH, DOE, NSF, etc.).

While many ARRA-funded University projects have now been completed, some are still in process and others have not yet gone out to bid. The purpose of these guidelines is to suggest those requirements of ARRA that might otherwise be overlooked so that University staff can determine their applicability to specific projects, obtain more detailed guidance and comply fully with all requirements.

All requirements flow down from the grant recipient to its contractors and subcontractors (collectively "vendors") who receive more than \$25,000 in ARRA funds. Longer record retention may be required. Highlights of key requirements of ARRA include (not an exhaustive list):

- **Reporting.** Quarterly reporting of specific data elements is required on the use of all funds received, including the number of jobs created and/or saved.
- **CCR Registration.** The University and its vendors (its contractors and subcontractors) must all register in the CCR (Central Contractor Registration) database at <https://sam.gov/>. Each entity needs a DUNS number to register.
- **Buy American.** Unless an exemption applies, the project must use American iron, steel and manufactured goods.
- **Davis-Bacon Wage Rates.** The Davis-Bacon Act requires that workers not be paid less than the applicable wage determination, which may be found at <https://sam.gov/>. (If California prevailing wage is higher, the higher wage must be paid.) Certified payrolls must be checked for compliance and records must be retained as required. ([LCPtracker](#) or similar software can be helpful.)
- **Segregated Accounting.** ARRA funds must be tracked, accounted for and reported separately from all other project funds.
- **Waste, Fraud and Abuse.** The University and its vendors have an affirmative duty to report false claims and other misconduct.
- **Whistleblower Protection.** The protection extends to employees of the University and its vendors.
- **Public Information.** Information about the use of funds will be posted at <https://www.ed.gov/> based on submitted reports.

Information about ARRA requirements must be included in advertisements for bids, bid packages and contract documents. Specific information must be posted at the job site. Failure to comply with the requirements can

result in loss of funds. The laws and regulations encompassed by ARRA are complex. Specific guidance should be obtained from the campus-sponsored projects or contracts and grants office, in consultation with the principal investigator of the project and the contract and grants officer with whom he or she has been working.

3.5.2 Prevailing Wage Determination Date

The University requires the payment of prevailing wage on certain construction and maintenance contracts (see [Wage Guidelines and Statutory Requirements](#)). For all project delivery methods except CM at Risk, the prevailing wage determination date for the Project is the first date of Project advertisement for bid. In a CM at Risk contract, there are two dates at which the prevailing wage may be set. If there are subcontractor bid packages (including Design Build subcontractors) or any site or construction work in the initial bid advertisement for the CM/Contractor, the determination date for prevailing wage for the entire Project is that of the initial advertisement. If there are no subcontractor bid packages or site or construction work in the initial bid advertisement for CM/Contractor, the determination date for prevailing wage for the entire Project is that of the first subcontractor trade package advertisement.

Chapter 4: Determining Bidder Responsibility

Updated Apr 9, 2026

This chapter sets forth University policy regarding bidder "responsibility" and addresses the four methods of determining responsibility:

1. Standard bidding document requirements
2. Prequalification
3. Qualification
4. Disqualification

4.1 Responsibility: Origin and Policy

The term "responsible," as applied to bidders, has its origin in [PCC 10500-10506](#), and in University policy. The code and policy both require that contracts "be awarded to the lowest responsible bidder" (see [Competitive Bidding](#)). A "responsible" bidder is one who is able to satisfactorily perform the work. A contract does not have to be awarded to the lowest bidder if that bidder is not responsible, as determined by the University.

The bid, itself, must also be "responsive"; that is, the form and content of the bid must meet the requirements of the bidding documents (see [Responsive and Nonresponsive Bids](#)). A contract does not have to be awarded to the lowest bidder, if that bidder's bid is nonresponsive. University procedure is to use

1. Standard bidding document requirements

2. Prequalification
3. Qualification, or
4. Disqualification to determine the responsibility of a contractor or subcontractor or their intention to bid on University construction contracts.

4.2 Standard Bidding Document Requirements

The application of standard, predetermined responsibility requirements in the bidding documents is the most frequently used method of determining bidder "responsibility." If bidders cannot meet these requirements, they should not submit a bid. Any submitted bid not meeting these responsibility requirements is declared [nonresponsive](#). The University's construction documents contain the following predetermined responsibility requirements:

1. State of California Contractor's License demonstrates minimum knowledge and experience to perform the work.
2. Bonds verify financial capacity.
3. Insurance shows that an insurance company is willing to assume certain contractor risks.

4.3 Prequalification

Prequalification may be used with any contracting mode and is usually used when the Facility wants required project work to be performed by a contractor who has successfully completed similar work. For example, the Facility may determine that to successfully complete a project, the contractor needs five years' experience with specific types of equipment and supervisory expertise in handling toxic waste. The prequalification process will lengthen the bidding period unless prequalification is concluded before the scheduled bidding period.

4.3.1 Prequalification Guidelines

When using prequalification, adhere to the following guidelines:

1. Contractors may be prequalified, at the Facility's discretion, to bid on projects of any value.
2. Use the procedures to prequalify contractors.
3. Subcontractors may be prequalified, using the procedures, on those projects where the experience and performance of subcontractors is determined by the Facility to be critically important to the work.
4. Contractors or subcontractors may be prequalified for bidding on a predetermined value of multiple projects.

4.3.2 Contractor Prequalification Procedures

1. Use the Advertisement for Contractor Prequalification to specify the trade for which prequalification information is requested. This sample advertisement was developed to be compatible with competitive bidding by including at least the following:
 - A statement that bidders must be prequalified.
 - A brief description of the work; specifically, the contract type, project type, project size, estimated cost of the work, and major characteristics of construction.
 - Where and when the Prequalification Questionnaire can be obtained.
 - Where and when the Prequalification Questionnaire is to be submitted.
2. Facilities may modify the Instructions to Bidders to address prequalified contractors by adding an article in the Supplementary Instructions to Bidders.
3. Use the sample Prequalification Questionnaire (available at the [UCOP Approved Contract Templates](#) page) to develop a specific questionnaire for the project. Questionnaires may be developed to be evaluated in either of two methods:
 - **POINT SYSTEM:** The questionnaire can be used to evaluate the potential Bidder on a point system. The Prequalification Questionnaire and its corresponding Prequalification Evaluation are structured so the bidder must score a predetermined point total and meet minimum standards for questions within different topics. The points to award, minimum standards, and the number of points needed to prequalify are determined by the Facility.
 - **PASS/FAIL:** The questionnaire can be used to evaluate the potential Bidder on a pass/fail system. The Prequalification Questionnaire and its corresponding Prequalification Evaluation are structured so the bidder must meet minimum standards determined by the Facility. See **Comparison of Prequalification Systems:**

COMPARISON ITEMS	PASS/FAIL	POINTS
Recommended delivery systems	Basic Lump Sum, Multiple Prime	Design Build, CM at Risk
Setting Up	Minimum requirements for qualifications must be set very carefully. <i>Some items might be automatic disqualifiers</i>	Points must be carefully distributed between categories to reflect what is most important to the project. <i>A bidder that scores low on one item may still qualify by scoring higher on another item.</i>
Evaluation time	Takes less time to evaluate. <i>It might be helpful to research the average experience of the best contractors and determine reasonable requirements for a competitive number of qualified bidders.</i>	Takes more time to evaluate since it requires a team to review and calculate the points. <i>Second step interviews are recommended.</i>

COMPARISON ITEMS	PASS/FAIL	POINTS
Protests	The objective minimum requirements could make it harder for the disqualified bidder to contest the University decision.	There could be potential for bidder to argue against the points given to them vs. their competitors.

4. Further develop the Prequalification Questionnaire to be compatible with competitive bidding by including standards so the questionnaire:

- Relates reasonably to the performance of the work required by the bidding documents.
- Evidences a prospective bidder's ability to satisfactorily perform the work.
- Is objective.
- Applies uniformly to all prospective bidders.
- Is based on past performance.

5. Consider the Topics for Prequalification Questionnaire. These topics are based on a contractor's past performance. Questions within the sample Prequalification Questionnaires in the Resource Directory are examples; topics and questions that are added must be structured so they can be objectively evaluated.

6. If the Prequalification Questionnaire requests information that may be proprietary (such as financials or business methods), add the section number of such information to the list of those responses that will be considered "official information" if marked "confidential". Should the Facility receive a request under the California Public Records Act (PRA) that may encompass the prequalification process, please contact the UCL or your Facility PRA representative for guidance.

7. Provide in the Prequalification Questionnaire an informal appeal process and hearing process at the Facility level for those prospective bidders who are found to be not prequalified and who object to that determination.

8. Use the sample Prequalification Evaluation, Point System or Pass/Fail, to develop a specific Prequalification Evaluation for the project. These alternate versions correspond to the Prequalification Questionnaires (see procedure 3, above). The Prequalification Evaluation, an internal document not issued to prospective qualifiers, is used to determine the prequalification status of contractors. Specific Prequalification Evaluation items must correspond to specific Prequalification Questionnaire items.

9. Publicly advertise the Advertisement for Contractor Prequalification.

10. Make the Prequalification Questionnaire available to contractors.

11. Receive Prequalification Questionnaires from contractors no later than a specified time and date, at a designated location, in the same manner used for accepting bids. Allow a minimum of 15 days from the date of issuance for contractors to return completed Prequalification Questionnaires.

12. Select an appropriate prequalification committee to rate each contractor using the process described in the Prequalification Evaluation document.

13. Notify contractors of their status: either prequalified, or not eligible to submit a bid for the project.

14. Resolve any appeals from contractors who are not prequalified. Conduct an informal hearing to allow the contractor to explain the reasons for the appeal. The Facility's decision on the appeal is final. Contractors or subcontractors cannot file a written appeal of the Facility's determination to the Construction Review Board.

15. Make bidding documents available to prequalified contractors. Issue the Announcement to Prequalified Bidders with the bidding documents. On the announcement, list the names of prequalified contractors eligible to submit bids.

16. Take bids from prequalified contractors.

17. Award the contract to the lowest bidder whose bid is responsive ([see Responsibility: Origin and Policy](#)).

UCOP is available to provide assistance in preparing the Advertisement For Bids From Prequalified Contractors, the Prequalification Questionnaire, the Prequalification Evaluation and the Announcement to Prequalified Bidders.

4.3.3 Subcontractor Prequalification Procedures

1. Follow the [contractor prequalification procedures](#).
2. State in both the Subcontractor Prequalification Questionnaire and the contractor's bidding documents that contractors may use bids only from those subcontractors who have been prequalified by the Facility for specific portions of the work.
3. Provide a list of prequalified subcontractors in the bidding documents.

4.3.4 SBE/DVBE Prequalification

The UC is committed to promoting and increasing the participation of small business enterprises (SBEs) and disabled veteran enterprises (DVBEs) in all purchasing and contract business, subject to all applicable obligations under state and federal law, collective bargaining agreements, and University policies. The President of the University and the Regents have set a goal of 25% SBE/DVBE participation for Design and Construction contract spend.

This questionnaire can be used by UC campuses as part of the existing pre-qualification questionnaire for both prime contractors and consultants or utilized in the Best Value questionnaire under the Relevant Experience category.

Under Best Value, the "Relevant Experience" category means the experience, competence, capability, and capacity to complete projects of similar size, scope, or complexity, including experience that supports UC policies, practices, and guidelines. Each bidder shall be required to provide information on similar previous projects (as described by the campus for each specific project), within the last 5 years. The Best Value process can be the most effective way to select contractors for projects with complex design, delivery, and installation requirements and project goals.

4.4 Qualification

Bidder qualification is another method of determining bidder "responsibility" (see Responsibility: Origin and Policy) in a limited way by setting forth certain qualification requirements at the time of bid. This method may be used when bidder requirements are not extensive, and time is not available to prequalify bidders. The qualification method may involve, for example:

- Documents for the design-and-build contracting mode that stipulate limited qualification requirements.
- Lump-sum or cost-plus-fee contracts that require certain contractor experience or expertise. Bidders are informed that they must be able to prove they meet the stipulated requirements.

4.4.1 Qualification Guidelines

1. Use the qualification method when bidder requirements are not extensive and time is not available to prequalify bidders ([see Prequalification](#)).
2. Use the qualification method to determine responsibility either before bids are accepted or after bids are opened.
3. Use the procedures in for qualification.
4. Note that the use of the qualification method may add time to the bid review process.

4.4.2 Qualification Procedures

1. Modify the Advertisement for Bids to inform bidders that they must meet certain qualifications set forth in the Supplementary Instructions to Bidders to be allowed to bid or to be eligible for award.
2. Add an article to the Supplementary Instructions to Bidders stating all qualification standards the bidder must meet to be qualified to perform the work. Qualification standards should not be made too complicated and should not be so rigid that no one is able to bid on the project. Qualification standards may include one or more of the following:
 - Experience with similar work
 - Financial ability to complete the work
 - Safety record
 - References on completed projects
3. List the forms the bidder is required to complete in the Bid Form, Article 11, "Required Completed Attachments". The completed forms will demonstrate to the Facility whether the bidder meets the required qualification standards. Use applicable portions of the Contractor's Statement of Experience and Financial Condition.
4. Advertise publicly for bids using the modified Advertisement for Bids.
5. Continue the qualification process using Method A, B, or C below.
 1. **Method A: Qualification Determined Before Bids Are Submitted:**
 1. Have prospective bidders submit qualification documents in a sealed envelope at the place and time stipulated in the Advertisement for Bids.
 2. Receive qualification documents.

3. Evaluate qualification documents.
 4. Notify bidders of their qualification status.
 5. Receive bids from qualified bidders at the place and time stipulated in the Advertisement for Bids.
 6. Formally open bids.
2. **Method B:** Qualification Determined When Bids Are Submitted:
1. Have bidders submit qualification documents in a sealed envelope clearly labeled, "Qualification Documents," at the place and time stipulated in the Advertisement for Bids.
 2. Have bidders submit bids in a separate sealed envelope clearly labeled, "Sealed Bid for [Project Name and Number]."
 3. Accept qualification packets and sealed bid packets concurrently, at the place and time stipulated in the Advertisement for Bids.
 4. Open and evaluate qualification documents.
 5. Notify bidders of whether they have qualified and whether their bid will be opened.
 6. Do not open bids of bidders not qualified. Return unopened bids to bidders.
 7. Formally open bids of qualified bidders at the place and time stipulated in the Advertisement for Bids.
3. **Method C:** Qualification Determined When Bids Are Evaluated:
1. Have bidders submit qualification documents along with (as an attachment to) the Bid Form.
 2. Formally open bids at the place and time stipulated in the Advertisement for Bids.
 3. Announce the (apparent) lowest bidder subject to evaluation of all completed attachments.
 4. Evaluate qualification documents.
 5. Notify bidders of their evaluation status and the final determination of who is the apparent lowest responsible bidder.

4.5 Disqualification

Disqualification is another method of determining bidder "responsibility" ([see Responsibility: Origin and Policy](#)). Disqualification may prohibit a contractor from bidding on University projects for a set period of time, whereas [prequalification](#) and [qualification](#) evaluate contractors for bidding on a specific project or on a predetermined value of multiple projects. A list of contractors that have been debarred and are not eligible to bid on public works projects as a result of violations of Labor Code provisions governing prevailing wage and apprenticeship is available on the [DIR website](#). The Facility can check this list to verify if a potential bidder is eligible. Inevitably, there will be some defective work, schedule overruns, and disputes about guarantee work on almost all projects. Before a bidder can be disqualified, however, the Facility must establish, in an objective manner, that the bidder's past performance was materially deficient in the area used as the basis for disqualification. Use the guidelines in [Disqualification Guidelines](#) and procedures in [Disqualification Procedures](#) to establish an objective basis for disqualification.

4.5.1 Disqualification Guidelines

1. A contractor or subcontractor who has demonstrated performance that is not responsible on current or past University projects may be disqualified, by the Facility, from bidding on current or future University work

for a period of three years.

2. The period of disqualification shall be for an indefinite period for a contractor or subcontractor who has demonstrated performance that is not responsible by falsifying any information required during prequalification, qualification, or bidding, or required by the contract documents.

4.5.2 Disqualification Procedures

1. Determine whether a contractor or subcontractor has demonstrated performance that is not responsible. The following are considered examples of performance that is not responsible and that may lead to disqualification:
 - A. Falsification of any information required during prequalification, qualification, or bidding, or required by the contract documents.
 - B. Performance of work without the required contractor's license.
 - C. Non-observance of safety requirements.
 - D. Failure to meet requirements of law in employment.
 - E. Failure to meet contractually agreed-to affirmative action commitments.
 - F. Use of unlicensed or improperly licensed subcontractors.
 - G. Substitution of a subcontractor without the University's written consent.
 - H. Failure to submit or adhere to contractually required and agreed-upon schedules.
 - I. Conviction of a criminal offense in connection with current or past contracts with any entity.
 - J. Poor past performance of work on University projects as evidenced by continued use of defective materials, refusal to correct work not in accordance with the contract documents, termination for cause, or repeated failure to provide proper supervision required by the contract documents.
2. Use the [Notice of Disqualification \(see RD\)](#) to notify the contractor or subcontractor of disqualification from bidding University work at any Facility. In the notice, list all specific examples from procedure 1, above, that serve as the basis for the determination that contractor or subcontractor performance is not responsible. Send the notice by a means that provides proof of receipt.
3. Resolve appeals. Contractors or subcontractors may file a written appeal of the Facility determination that their performance is not responsible to the Chair, Construction Review Board, with concurrent copy to the responsible Facility administrator where the original decision was made, within 10 calendar days from their receipt of the Notice of Disqualification. If written objections are received during that time period, a hearing must be established for contractors or subcontractors to demonstrate that their performance is responsible.
4. Conduct hearings. The Chair, Construction Review Board, will appoint a hearing officer to preside over the hearing in the manner detailed in the Sample Letter: Hearing on Disqualification. This letter must be sent by the hearing officer to the contractor or subcontractor, to establish a hearing, at least five calendar days before the scheduled hearing date. The decision of the hearing officer is final and not appealable within the University.

Chapter 5: Soliciting Bids

Updated Mar 16, 2026

Bids may be solicited only after the conditions prerequisite to bidding have been met ([see Preparing to Solicit Bids](#)). This chapter sets forth the general procedures for soliciting of bids. Requirements for formal vs. informal competitive bidding are discussed in Competitive Bidding and Negotiated Contracting.

5.1 Soliciting Formal Competitive Bids

The general procedures for soliciting of formal competitive bids are outlined below ([see RD - Permission to Solicit Bids](#)).

5.1.1 Advertising for Bids

Advertisement for Bids. The Advertisement for Bids provides public notice to contractors, subcontractors, and members of the general public about the project. The requirements of the Advertisement for Bids are established by [PCC 10502](#) and by University policy. For approved language, see contract documents in [Volume 4: Construction Contracting](#) of the FM. Detailed advertising requirements are provided in [Methods of Contractor Selection Competitive Bidding](#).

Bid Deadline. Bid Deadline means the date and time designated in the Advertisement for Bids as the last date and time for receipt of bids. The Bid Deadline may be revised by addenda.

5.1.2 Issuing Bidding Documents

Bidders may obtain complete sets of the bidding documents from the issuing office designated in the Advertisement for Bids.

5.1.3 Pre-Bid Conference

The Instructions to Bidders informs bidders that they must attend a pre-bid conference, in its entirety, to familiarize themselves with contract requirements. Bidders are required to sign an attendance list which is used to determine if bidders have met the attendance requirement. A project site visit (or job-walk) is also a part of the pre-bid conference. At the conference:

- Discuss the contract documents and highlight major requirements.
- When necessary, review major or unusual conditions of the contract documents.
- Require the bidders to visit the project site with the University's Representative (the person or firm identified in the Agreement).
- Explain the [University's Policy to Ensure Equal Opportunity in University Business Contracting](#).

A bid submitted by a contractor failing to meet the pre-bid conference attendance requirement is considered non responsive ([see Responsibility: Origin and Policy](#)), and must be refused or returned unopened to bidder. If questions that require interpretation by the University's Representative arise at the pre-bid conference, prepare

and issue an addendum clarifying the issues ([see Addenda](#)).

5.1.4 Modification or Withdrawal of Bids Before the Bid Deadline

A bidder may modify or withdraw a submitted competitive bid before the bid deadline by giving notice to the office receiving bids, at the place designated for receipt of bids. The notice may be made by any of the methods required for correspondence set forth in the Instructions to Bidders. A change must be worded so the amount of the original bid is not revealed. A withdrawn bid may be resubmitted up to the bid deadline, provided the resubmitted bid conforms with the bidding requirements.

5.1.5 Establishment of Procedure for Selection of Alternates

Facility will conduct the bid opening and evaluation of alternates in accordance with a procedure that either:

1. Prescribes, prior to the time of Bid opening, the order in which Alternates will be selected; OR
2. Prevents, before the determination of the apparent low Bidder has been made, information that would identify which Bid belongs to which Bidder from being revealed to the representative of the University selecting the Alternates to be used in determining the low Bidder.

If Facility elects option #1, the Facility may reveal identities of the Bidders at the Bid Opening. However, the Facility must prepare the selection procedure prior to Bid Opening and shall place a copy of the procedure in the project files.

If Facility elects option #2, the Facility may NOT reveal which Bid belongs to which Bidder until the representative of the University selects the Alternates to be used in determining the low Bidder. The Facility will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each Bid after the determination of the apparent low Bidder has been made. An acceptable process would be to have a contracts administrator open all bids and record pricing information on a summary sheet identifying the bidders by letter e.g. "Bidder A", "Bidder B", etc. This summary sheet would be provided to the representative of the University making the decision concerning alternates to be accepted.

5.2 Soliciting Informal Competitive Bids

Detailed solicitation requirements are provided in Methods of Contractor Selection. When informal bidding is used, the Facility must preclude favoritism in the bidding process. A list of proposed projects and their bidding times should be available for all interested contractors, and various contractor organizations should be notified of this list. All solicitations for informal bidding must take into account the University Policy to Ensure Equal Opportunity in Business Contracting. Routinely solicit bids from small disadvantaged, women, and disabled veteran business enterprises.

5.2.1 Withdrawal of Bids Before the Bid Deadline

A bidder may withdraw a submitted informal bid before the bid deadline by giving notice to the office receiving bids, in the method designated.

5.3 Addenda

Addenda. are written text and drawings, if required, that modify or interpret the bidding documents including the Drawings and Specifications issued prior to the bid deadline. Addenda are issued after the bidding documents have been issued to bidders, before the contract is awarded. Response to questions raised at the pre-bid conference or at another time during the bidding period may require the issuance of addenda.

Planholders. A planholder is any person or entity who is known by the Facility to have received a complete set of bidding documents and who has provided a address for receipt of any written pre-bid communications (e.g. addenda).

Issuing Addenda. Addenda are prepared by the University's Representative and the Facility. Only the Facility office that issued the bidding documents may issue addenda. Addenda are sent to planholders by a means that provides a proof of receipt. In the case of informal bidding, addenda are sent to those who have been sent a Request for Bid.

Issue addenda so they are received by all Planholders at approximately the same time and are received no later than three business days prior to the bid deadline. An Addendum to change the bid deadline to a later date or to withdraw the solicitation of bids may be sent at any time before the bid deadline.

Chapter 6: Receiving and Opening Bids

Updated Mar 16, 2026

After bids are solicited, they are received and opened by the Facility. This chapter sets forth requirements for the receipt and opening of formal and informal competitive bids.

6.1 Bid Deadline

According to the Instructions to Bidders, the term "Bid Deadline" means the date and time designated in the Advertisement for Bids as the last date and time for receipt of bids, as may be revised by addenda.

6.2 Receiving Formal Competitive Bids

Bidders must follow bid submittal requirements set forth in the Advertisement for Bids and the Instructions to Bidders. The Facility receiving bids must enforce those requirements by complying with the standard procedures that follow.

6.2.1 Bid Submittal Requirements

Time. The Advertisement for Bids states that bids will not be received after a certain time (the Bid Deadline).

Place. The place for receiving bids is set forth in the Advertisement for Bids and the Supplementary Instructions to Bidders. Receive bids at no other place.

Sealed Bids. The Advertisement for Bids requires sealed bids and describes the format for bid submittal.

Manner of Submission. Oral, telephone, electronic mail (e-mail), or facsimile Bids are invalid and will not be accepted.

6.2.2 Facility Procedures

Use the standard procedures below for receiving competitive bids. These procedures have been developed to provide uniformity among the various Facilities and to ensure that bids are properly received.

1. **Preparation.** Before receiving bids, have the following items available:
 1. Optional: Bid-Management Software that allows for electronic sealing and unsealing of bids
 2. Bid tabulation form
 3. Time and date stamp
 4. Set of these procedures
2. **Time.** Do not receive, open, or accept bids after the Bid Deadline. Enter the bidder's name, the time of the attempted submittal, and the words "Refused-Not timely submitted" on the bid tabulation form.
3. **Place.** Receive bids only at the place or in the method designated for the receipt of bids.
4. **Sealed Bids.** Bids must be sealed in an envelope properly addressed and endorsed or through a Bid-Management Software System. Do not accept bids that are not sealed. Note on the bid tabulation form if a bid is improperly addressed or endorsed.
5. **Date and Time Stamp.** Date and time stamp bids as they are received. If the stamp does not include the time, write the time next to the date stamp. Place the stamp on the outside of the sealed envelope. If envelope is too bulky to accept date and time stamp, stamp a separate slip of paper and staple it to corner of envelope. If time permits, enter the bidder's name and the time the bid is received on the bid tabulation form. Do not open the bids; accumulate them in one pile. Assemble the bids in alphabetical order.
6. **Announcement.** After the Bid Deadline has passed, announce its passing and that no further bids will be received. Also announce when and where bids will be opened. Make sure all the bidders names and bid receipt times are entered on the bid tabulation form. Gather the accumulated bids, check them with the bid tabulation form, and take them to the place of the bid opening.

6.2.3 Modification or Withdrawal of Bids After the Bid Deadline

Competitive bids may not be modified, withdrawn, or canceled after the Bid Deadline unless the University consents to this action. Consent may be made during a period of 60 days or other period stipulated in the bidding documents if the bid contains an excusable mistake, and the following conditions are met:

1. Written notice of the mistake, specifying in detail how the mistake occurred, is received within five working days after the opening of bids.
2. The mistake makes the bid materially different from what the bidder intended it to be.
3. The mistake was made in filling out the bid and is not due to an error in judgment, carelessness in inspecting the site of the work, or carelessness in reading the Drawings or Specifications.

If a bidder asks to withdraw a bid, immediately ask to examine the bidder's documentation to determine the nature of the mistake, how it occurred, and the dollar amount involved. If this documentation substantiates the bidder's claim, summarize the findings in writing and send copies to UCL. If there is a question as to the legitimacy of the claim, refer the information to UCL to confirm that the legal conditions for consenting to the withdrawal of the bid have been met. If the bidder's request is informal, request it be immediately confirmed in writing and that the written notice specify in detail how the mistake occurred. Evaluation of the bidder's supporting documentation and, if necessary, referral to UCL should be accomplished promptly. [See University policy: "Irrevocable Bids."](#)

6.3 Opening Formal Competitive Bids

A public bid opening conducted by the Facility is one the fundamentals of the competitive bidding process. The bid opening process starts after the receipt of bids and concludes when the bids are collected for further evaluation.

Time and Place. The Facility states the bid opening time and place in the Advertisement for Bids and Supplementary Instructions to Bidders.

6.3.1 Facility Procedures

Before opening competitive bids, make certain the place designated for the bid opening is ready and available. The place should be furnished with seats or chairs for the bidders, and tables and chairs for the persons opening and recording the bids. To encourage uniformity among the various Facilities, and to ensure that bids are properly opened, the University has developed the basic procedures below for opening competitive bids. Other procedures may be added. The person opening bids must be familiar with the bid opening procedures and must ensure that they are accurately followed.

Bid Form Check-Off List. Use the [Bid Form Check-Off List Competitive Bidding](#) while performing the bid opening. This list is intended to help verify that all items and information required by the Bid Form accompany each bid. The required items are listed on the check-off list as they appear in the Bid Form.

Procedures at Bid Opening. The following procedures start when bids have been received, and the bidders have assembled in the place designated for opening bids:

1. Announce that the Bid Deadline has passed, that the opening time has arrived, and that bids will be opened.
2. Review the bid opening procedures with the bidders.
3. Arrange the bids for opening I.
4. Open the bid II.
5. Have an assistant record the required information on a bid tabulation form III.
6. Note the presence of required items.
7. Note any irregularities, if deemed appropriate.
8. Note any missing items, if deemed appropriate.
9. Repeat above steps 4-8 until all bids have been opened, and all information is recorded on the bid tabulation. Announce apparent lowest bidder IV.
10. Post the bid tabulation in a location accessible to all bidders V.
11. Make the bids available for inspection and remain present while the bids are being inspected VI.
12. Note any bidder concerns for later resolution. Inform the protestors that a formal protest must be filed in writing within three business days. Specify the latest time for receipt of protests (i.e. 5 pm on third business day after bid opening VII).
13. Ask the bidders if they have any questions on the bid opening procedure.
14. Announce that the bid opening procedure is completed, thank the bidders for submitting their bids, and state the bids will be taken under advisement.

If bids include Alternates and Facility elects to use "blind" bids ([see Establishment of Procedure for Selection of Alternates](#)), the following footnotes apply:

- I The order used to open bids shall not identify bidders. Do NOT arrange in alphabetical order. Instead, arrange bids in a random order (e.g. order of receipt).
- II Do NOT read aloud the actual names of the bidders. Instead, assign a letter such as "Bidder A", "Bidder B", etc.
- III The bid tabulation excludes the actual names (and other identifying information) of the bidders.
- IV Do NOT announce the apparent lowest bidder. The apparent lowest bidder will be determined after the Alternates are selected by the representative of the University selecting the Alternates to be used in determining the apparent lowest Bidder ([see Establishment of Procedure for Selection of Alternates](#)).
- V It will be necessary to revise and re-post the bid tabulation (sometime after step 14) to identify the actual names of the bidders *after* the representative of the University has selected the Alternates to be used in determining the apparent lowest Bidder.
- VI The representative of the University selecting the Alternates to be used in determining the apparent lowest Bidder may not inspect the bids and should normally not be present during bid opening.
- VII The protest period generally ends on the 3rd business day after the date of posting in a public place of bid results that identify the actual names of the bidders.

6.4 Receiving Informal Competitive Bids

The Informal Form bidding documents are typically used when informal bidding is deemed appropriate although another contract type may be used instead ([see Bidding Documents for more detail](#)). Bidders must follow the submittal requirements set forth in the Request for Bids. The Facility receiving bids must enforce those requirements outlined below.

6.4.1 Bid Submittal Requirements

Time. The Request for Bids states that bids are to be submitted on or before a certain time (the Bid Deadline).

Place. The place and method for receiving bids is also set forth in the Request for Bids.

Bid Type. Sealed bids are not required for informal bidding.

6.4.2 Facility Procedures

Use the standard procedures below for receiving informal bids. These procedures have been developed to promote uniformity among the various Facilities and to ensure that bids are properly received.

1. **Preparation.** Before receiving bids, have the following items available:
 - Optional: Bid-Management Software that allows for electronic sealing and unsealing of bids and bid tabulation form
 - Time and date stamp
 - Set of these procedures
2. **Time.** Do not receive, open, or accept bids after the Bid Deadline. Enter the bidder's name, the time of the submittal, and the words "Refused-not timely submitted" on the bid tabulation form.
3. **Place.** Receive bids only at the place and in the method designated for the receipt of bids. Make certain the place designated is available and staffed for the receipt of bids.
4. **Date and Time Stamp.** Date and time stamp bids as they are received. If the stamp does not include the time, write the time next to the date stamp. Place the stamp on the bid, and enter the bidder's name, the time the bid is received, and the bid delivery method on the bid tabulation form. Do not open the bids; accumulate them in one pile.
5. **Gathering Bids.** After the Bid Deadline has passed, gather the accumulated bids, check them with the bid tabulation form, and take them to the place of the bid opening.

6.4.3 Withdrawal of Bids After the Bid Deadline

Informal bids may be withdrawn prior to the Bid Deadline by the person or firm submitting the bid. After the bid results are posted, competitive bids may not be modified, withdrawn, or canceled unless the University consents to this action similar to formal competitive bidding.

6.5 Opening Informal Competitive Bids

Informal bidding requires specific bid opening procedures, but unlike formal competitive bidding, a public opening is not required. [See Methods of Contractor Selection.](#)

6.5.1 Facility Procedures

To encourage uniformity among the various Facilities, the University has developed the basic bid opening procedures below for informal bidding. Other procedures may be added. The person opening bids must be familiar with the bid opening procedures and must ensure that they are accurately followed.

Bid Form Check-Off List. Use the [Bid Form Check-Off List for informal competitive bidding](#) while performing the bid opening. This list is intended to help verify that all items and information required by the Bid Form accompany each bid. The required items are listed on the check-off list as they appear in the Bid Form.

Procedures at “informal” Bid Opening. Since the informal bid opening is not conducted in public, bid opening preparations required for formal competitive bidding are not necessary. The following procedures start when the bids have been received:

1. Record required information for each bid on a bid tabulation form.
2. Note the presence of required items.
3. Note any irregularities.
4. Note any missing items.
5. Repeat the above steps until all bids have been opened, and all information is recorded on the bid tabulation I.
6. Post the bid tabulation in a location accessible to all bidders II.
7. Make the bids available for inspection. If a bidder requests to inspect bids, remain present while the bids are being inspected.
8. Review and resolve any questions asked by the bidders.

When using Informal Competitive Bidding under [PCC 10504.5](#) and when construction value exceeds \$300,000 but does not exceed \$640,000 within 3 days after award to the lowest responsible bidder Facility shall posting on its website:

1. Name of project
2. Name of the winning contractor AND
3. Amount of award

If bids include Alternates and Facility elects to use "blind bids" ([see Establishment of Procedure for Selection of Alternates](#)), the following apply:

1. The bid tabulation excludes the actual names (and other identifying information) of the bidders to the representative of the University selecting the Alternates to be used in determining the apparent lowest

Bidder.

2. The representative of the University should select the Alternates to be used in determining the apparent lowest Bidder *prior to* posting bid results. Otherwise, it will be necessary to revise and re-post the bid tabulation to identify the actual names of the bidders.

Chapter 7: Reviewing and Evaluating Bids

Updated Mar 16, 2026

After competitive bids have been opened and read, and informal bids have been tabulated, the Facility must review them to determine if they are "responsive" ([see Responsive and Nonresponsive Bids](#)). After all bids have been reviewed for responsiveness, the Facility determines the apparent lowest bidder. See Instructions to Bidders.

7.1 Responsive and Nonresponsive Bids

Construction contracts must be awarded to the lowest "responsible" bidder ([see Responsibility: Origin and Policy](#)). The responsibility of the bidder should be distinguished from the responsiveness of the bid: bidder responsibility relates to the bidder's ability to satisfactorily perform the work whereas responsiveness of the bid relates to the form of the bid. A responsive bid is one that materially complies with the form or content requirements of the bidding documents. Material irregularities in a bid may not be waived and make it nonresponsive ([see Bid Irregularities](#)). The Bid Form Check-Off List ([Competitive](#) and [Informal](#)) is designed to assist the Facility in determining if a bid is responsive ([see Facility Procedures](#)).

Bidder Notification. If a bid is determined to be nonresponsive, give written notice to the bidder stating that the bid is nonresponsive, with the reasons therefore, and will not be considered for award.

7.1.1 Bid Irregularities

Examples of bid irregularities include but are not limited to the following:

- Incomplete submittals
- Unsigned bids
- Nonrequired attachments or related documents
- Qualifications made to the bid
- Stipulations made on the Bid Form
- Discrepancies
- Submittals on unauthorized forms
- Late or mishandled bids

- Claimed mistakes

The Instructions to Bidders allows the University to waive *nonmaterial* irregularities in a bid. Generally, nonmaterial irregularities are those that substantially comply with the bid requirements and do not affect the bid price, time, or conditions. Material irregularities in the form or content of a bid affect the bid price or time and give the bidder making the irregularity an advantage or benefit over another bidder. Material irregularities may not be waived. An unsigned bid would be a material irregularity. Refer bid irregularities to the UCL. UCL will determine if the irregularity can be waived.

7.2 Bid Protests

Protests may result from the University's determination that a bid is nonresponsive or from a bidder's claim that another bidder's bid is nonresponsive. In either event, follow the procedures for resolving a bidder protest ([see Bid Protests](#)).

7.3 Evaluating Bids

After all bids have been reviewed for responsiveness ([see Responsive and Nonresponsive Bids](#)), the Facility prepares a Bid Summary to determine the lowest bidder ([see Preparing the Bid Summary](#)). A Bid Summary is prepared for both competitive and informal bids.

7.3.1 Preparing the Bid Summary

The [Bid Summary](#) is used to document the determination of the lowest bidder and is used along with contract execution and award procedures. All items in the Bid Summary are tabulated from data contained in the Bid Form. Enter amounts on the Bid Summary for the "Lump-Sum Base Bid," "Unit Prices," "Compensation for Delay," and "Alternates."

7.3.2 Alternates

As defined in the Instructions to Bidders, the term "alternate" means a proposed change in the work, as described in the bidding documents, which, if accepted, may result in a change to either the contract sum, contract time, or both. The University has the right to accept alternates in any order or combination, unless otherwise specifically provided in the bidding documents, and to determine the lowest bidder on the basis of the sum of the "Lump-Sum Base Bid," "Unit Prices," "Compensation for Delay," and "Accepted Alternates." The procedure for considering bids with alternates is above in [Establishment of Procedure for Selection of Alternates](#).

7.3.3 Separate Bids and Combined Bids

If the Bid Form requests separate bids for two or more portions of the work, and a combined bid for all portions, follow the award requirements stated in the Supplementary Instructions to Bidders. The Facility may have the option to award contracts for each separate bid, or the Facility may be required to award a contract to the low combined bid.

7.4 Determining the Lowest Responsible Bidder

The lowest responsible bidder is determined by considering all the following:

1. Bidder responsibility ([see Responsibility: Origin and Policy](#)).
2. The sum of the "Lump-Sum Base Bid," "Unit Prices," "Compensation for Delay," and "Accepted Alternates," taken from entries made on the Bid Form and compiled in the Bid Summary ([see Preparing the Bid Summary](#)).
3. Other items required by the bidding documents.

However, if one or more bids is equal to the lowest bid, and at least one of those bidders is a Small Business (SBE), or a Disabled Veteran Business Enterprise (DVBE), the contract shall be awarded to the SBE or DVBE entity. If there is more than one SBE or DVBE entity, then the contract shall be awarded by virtue of a lottery amongst those entities. If none of the bids tied for lowest bid is an SBE or DVBE entity, then the contract shall be awarded by lottery to one of the lowest bidders.

7.5 Rejection of All Bids

All bids may be rejected if acceptance of the lowest responsible bid is not in the best interest of the University. For example, all bids may be rejected if the lowest responsible bid exceeds the University's Construction Budget.

Chapter 8: Executing and Awarding the Contract

Updated Mar 16, 2026

After the apparent lowest responsible bidder for competitive and informal bids has been determined, and approval has been received to award the contract, the bidder is sent the Agreement and other contract documents to execute (sign and return). After the signed documents are returned, and a preaward conference determines that all required submittals are acceptable, the contract is executed by the University, thereby making it valid, and is awarded to the bidder (at this point referred to as the contractor). [See RD - Recommendation for Award of Contract.](#)

8.1 Conditions Prerequisite to Contract Execution and Award

University Facilities have been delegated authority by the President to execute and award construction contracts where such contracts are within appropriated funds, and provided that all of the following conditions have been met:

1. The contractor has been chosen by competitive bidding, when required, and the contract will be awarded to the lowest responsible bidder submitting a responsive bid.
2. The contract documents conform to the documents used in the bidding.
3. Protests or disputes involving bidding or award of the contract are resolved ([see Bid Protests](#)).
4. UCL has approved the legal form of the contract documents.
5. The commitment of funds, the scope of construction, and equipment to be acquired conform to the project scope and cost itemization in the current approved Project Planning Guide or conform to the project description in the case of minor capital improvement projects.
6. Funds are available.
7. Concurrence by a federal or other funding agency is attained in the contract award ([see Concurrent Approval of Award by Funding Agency](#)).
8. Execution and award of the contract does not invalidate or jeopardize any pending or intended application for funding (primarily from federal sources) of related construction or equipment.
9. No post-bid-opening, pre-award negotiations with the lowest responsible bidder have been conducted for the purpose of awarding a contract in an amount, scope, or time of completion different from that contained in the final bidding documents.
10. State review of any required environmental document has been completed.
11. All required contract documents have been received and determined to be acceptable.

8.2 Concurrent Approval of Award by Funding Agency

8.2.1 State-Funded Projects

Capital projects that are funded with state revenue bonds require the submittal of the Bid Summary and other supporting documents to UCOP for review and processing to the State Public Works Board (SPWB) for the approval of the award of the construction contract. Other supporting documentation includes (1) a cover letter describing the bid relative to the range of bids, deductive alternates to be accepted in order to maintain the project budget, and any other significant information; (2) a new Capital Improvement Budget (Base 1) based on the bid amount; (3) a construction drawdown schedule; and (4) an updated project schedule. Upon receiving approval by the SPWB to award the construction contract, UCOP will inform the Facility that they may award the construction contract and transfer the construction funds from the unallocated balances to the plant expenditure ledger ([see Lease-Revenue Bond-Funded Projects](#)).

8.2.2 Projects Under Department of Energy Contracts

Construction projects at the National Laboratories must comply with the management contracts between the Department of Energy and the University of California. Policies and procedures governing competitive bidding and other construction requirements at the National Laboratories are found in the Laboratory Procurement Policy

and Standard Practices Manual. This is published and maintained by the [Laboratory Administration Office](#) within UCOP. [See Business and Finance Bulletin BUS 43 Part 2, Responsibility and Authority, paragraph I.A.7.](#)

8.2.3 Federally or Non-State-Funded Projects

Some federal agencies and programs require that after receipt of bids, and upon University determination of its intent to award a contract, such intention be referred to the agency or program for approval before award. When a construction contract is proposed to be executed for a federally or non-state-funded project (other than a contract that must be in compliance with the management contracts between the Department of Energy and the University of California), a determination must be made from the terms of the grant or funding agreement whether prior approval of the intent to award is required and what information must be submitted to the funding agency. The following may be required:

1. Affidavit of advertising
2. Bid Summary
3. Copy of low bid
4. Copy of Bid Bond and power of attorney by surety
5. Letter of recommendation for award
6. Construction project budget

8.3 Funding of Related Construction or Equipment

Occasionally, funding for a portion of a project may be sought as a grant from federal or other sources on a matching basis where the condition to qualify for the matching portion may be that construction shall not have started prior to a specified date. The Notice to Proceed date should not be prior to the date specified in the matching fund Agreement.

8.4 Notifying the Lowest Responsible Bidder

After the Facility determines the lowest responsible bidder, and all conditions prerequisite to contract award have been met, the Facility completes and sends the [Notice of Selection as the Apparent Lowest Responsible Bidder](#) and other University forms by messenger or overnight delivery. See Instructions to Bidders, Paragraph 5.2 and Article 6; and [Construction Contract Templates](#). The notice informs the apparent lowest responsible bidder that the following items must be submitted within 10 days after receipt of the notice:

1. Signed Agreement in triplicate. (Date the Agreement 10 days from date Notice of Selection is to be received by contractor.)
2. Three originals of the Payment Bond. (Notary acknowledgement for Surety.)
3. Three originals of the Performance Bond. (Notary acknowledgement for Surety.)
4. Optional University of California Business Information Form, used to self-certify as DBE, WBE, DVBE for statistical reporting purpose only.

5. Certificates of Insurance, along with Enrollment Application for coverage under the University Controlled Insurance Program (UCIP), if applicable.
6. Name, qualifications, and references for the superintendent proposed for the contract work.
7. Names of all subcontractors, with evidence of reliability and responsibility.
8. Preliminary Contract Schedule.
9. Selection of Retention Options and Escrow Agreement.
10. Other documents as stipulated in the Instructions to Bidders, Article 6.

If the 10-day time period for submission is extended, make the extension in writing with a new date for submission. Both the Notice of Selection and the Instructions to Bidders inform the apparent lowest responsible bidder that if the above items are not submitted by the date specified, the Facility may disqualify the bidder, the Bid Security may be forfeited, and the contract may be awarded to another contractor. If the items are not submitted as required, notify the bidder in writing that the Notice of Selection is no longer valid, and send another Notice of Selection to the next apparent lowest responsible bidder who submitted a responsive bid. The University may continue this process until a bidder is selected.

8.4.1 Forfeiture of Bid Bond

If the apparent lowest responsible bidder refuses to sign the Agreement (defaults on the bid bond), the Facility may demand payment from the low bidder's surety company. When this situation occurs, contact UCL for appropriate language to include in the "demand letter" to the surety.

8.5 Required Bidder Submittals

Before executing the contract, the Facility must obtain the signed Agreement from the lowest responsible bidder, as well as required items listed in the Notice of Selection, General Conditions, Supplementary Conditions; and [University policy: "Bonding Requirements for Construction Contracts."](#)

8.5.1 Performance and Payment Bonds

The selected bidder must furnish a Performance Bond for the amount of the contract sum, covering the faithful performance of the contract, and a Payment Bond for the payment of all obligations arising thereunder. The bonds may be secured through the bidder's usual sources if the surety companies chosen meet the requirements of the General Conditions and Supplementary Conditions. Verify that the surety company issuing the bond is an "admitted insurer", either by printing out information from the website of the [Department of Insurance](#) confirming the surety is an admitted surety insurer and attaching it to the bond or obtaining a certificate from the county clerk that confirms the surety is an admitted insurer and attaching it to the bond.

A Performance Bond is required for all construction contracts even if the lowest responsive bid is less than \$50,000. A Payment Bond is not required for contracts less than \$25,000.

Form of Bonds. The bonds must be on the forms provided in the bidding documents and must be dated on or before the date of the Agreement. A certified and current copy of the power of attorney of the attorney-in-fact

who executes the bonds on behalf of the surety must be affixed to the bonds.

Signatures. Surety signature must be notarized.

8.5.2 Certificates of Insurance

The selected bidder is required to furnish completed Certificates of Insurance on the form provided in the contract documents (for appropriate coverage and limits see [BUS-63, Exhibit D](#)). If the Project is covered by the University Controlled Insurance Program (UCIP), the selected bidder also must complete and submit the Enrollment Application ([Form-3 attached to the UCIP Insurance Manual included in the bidding documents](#)).

8.5.3 Contractor's Statement of Experience and Financial Condition

Use of the Contractor's Statement of Experience and Financial Condition is optional for contracts over \$1 million. When the Contractor's Statement is required, it must be submitted with the bid or a current accurate statement must have been previously submitted to the Facility where the bid was submitted. The statement must be for the most recent calendar year or contractor's fiscal year. If required in the Prequalification documents, the statement must be included for evaluation. [See Contractor Prequalification Procedures](#).

Determining Bidder Responsibility by Qualification. Should the contract documents stipulate that special minimum experience is required, the Contractor's Statement is a vehicle to set forth the contractor's compliance with the [qualification procedure](#).

Determining Bidder Responsibility by Evaluation of the Statement. Bonding by an approved surety is, in most instances, evidence of a prospective contractor's experience and financial ability. However, bidders do not always submit a Bid Bond with their bid. Bidding documents allow the bidder to submit a certified check in lieu of a Bid Bond. The Contractor's Statement should be reviewed by the administrator who will make the award determination, to evaluate the bidder's responsibility (anticipated capability to satisfactorily complete the project).

A Bid Bond is not always an accurate reflection of a contractor's experience and financial status. The Contractor's Statement may be used to determine bidder responsibility if the administrator has reasons to question the bidder's financial capability despite the submittal of a Bid Bond.

To check experience, referenced owners of listed projects may be contacted to determine the quality and timeliness of previous work. Other University Facilities may be contacted for their experience with the prospective contractor. If the contractor's record is found to be poor, the contractor may be declared nonresponsible ([see Responsibility: Origin and Policy](#)).

A contractor's maximum dollar construction volume currently in process should not exceed (a) four times the net worth listed on line 23 of the statement or (b) 10 times the working capital (current assets less current liabilities). If the contractor's maximum dollar construction exceeds either ratio, contact the bidder's banker, identified on statement. Ask the banker to state the amount of credit available to the contractor for the project to be awarded. If the contractor's maximum dollar construction exceeds either ratio above after adjustment for additional credit

available, notify the bidder of a proposed determination of nonresponsibility. Follow the [disqualification procedure](#), but state that the duration of the disqualification is to be only as long as the contractor's financial condition remains inadequate (modify the reference to a disqualification for one year). Consult UCL before making this determination.

Prequalifying Bidders. The Contractor's Statement can also be used in prequalifying bidders.

Disqualifying Bidders. If material data in the Contractor's Statement is determined to be false, the bidder may be disqualified). Refer questions regarding the materiality of data to UCL before initiating the disqualification procedure.

Awarding the Contract to Another Bidder. If, on the basis of the information contained in the Contractor's Statement, the Facility determines that the bidder is not financially or otherwise qualified to perform the contract, the Facility may disqualify the bidder and award the contract to another bidder.

Accountant's Report. If this required report is not provided with the completed Contractor's Statement, or if there are substantial modifications or qualifications in the report, the bid may be nonresponsive. Refer questions about modifications or qualifications to UCL.

8.6 Executing the Contract

After the bidder-signed Agreement and other required bidder submittals are found acceptable, the contract must be executed by the person delegated the authority to execute University construction contracts. All the [conditions for execution and award](#) must be verified before the contract is executed.

8.6.1 Corporate Seal and Attest

The Secretary of The Regents does not require a construction contract to bear the corporate seal of The Regents, nor must the signature of the person executing the contract be attested by the Secretary. The seal and attest may be occasionally required by the other party to the contract or by an approving agency to the contract. When so required, submit the executed documents directly to the Secretary.

8.6.2 Digital Signatures

Digital signatures may be used in lieu of manual signatures provided they conform with the requirements set forth in this provision, California Code of Regulations (“CCR”) Sections 22000 through 22005, and Government Code Section 16.5. A digital signature is defined as an electronic identifier, created by a computer, intended by the party using it to have the same force and effect as the use of a manual signature. If a Facility chooses to accept digital signatures, the signature shall have the same force and effect as the use of a manual signature if the form of the signature has the following attributes:

1. It is unique to the person using it;
2. It is capable of verification;

3. It is under the sole control of the person using it;
4. It is linked to data in such a manner that if the data are changed, the digital signature is invalidated; and
5. It conforms to regulations adopted by the Secretary of State.
[See Cal. Gov't Code § 16.5; 2 C.C.R. 22002.](#)

Prior to the acceptance of a digital signature, the Facility must adhere to the following requirements:

1. The Facility shall ensure that the level of security used to identify the signer of a document is sufficient for the transaction being conducted.
2. The Facility shall ensure that the level of security used to transmit the signature is sufficient for the transaction being conducted.
3. If a certificate is a required component of a digital signature transaction, the Facility shall ensure that the certificate format used by the signer is sufficient for the security and interoperability needs of the public entity ([see CCR 22002](#)).

Digital signatures must be created by public key cryptography ("PKC") or signature dynamics ([see CCR 22003](#)). Special consideration must be given to documents requiring public notarization. Bid bonds, payment bonds, and performance bonds cannot be accepted in a digital format.

8.7 Awarding the Contract

After the contract has been executed, award the contract by sending the signed Agreement and other contract documents to the lowest responsible bidder, at this point known as the "contractor." Award the contract prior to the expiration of the bid bond. If the contract cannot be awarded prior to the expiration of the bid bond, request the contractor give written assurance that it will hold its bid good for the necessary additional days needed to award the contract.

8.7.1 Document Maintenance Upon Award

A conformed set of the contract documents must be sent to the contractor with the agreement executed. The conformed set includes the items listed in the Agreement. Additional conformed sets to be sent include an Executive Design Professional copy, a copy for the University's Designated Administrator (the individual who will act as University with respect to the Executive Design Professional Agreement), and a record set to the Facility's project file. Additional conformed sets may be required by the Facility.

8.7.2 Custody of Construction Documents

The Secretary of The Regents is the custodian of official records and documents. According to the Secretary, the University's official copy of construction documents and change orders may be retained in the office of, and under the control of, the official responsible at each Facility. This arrangement should be continued and should not be changed without approval by the Secretary.

8.7.3 Reporting the Award to UCOP

Capital Project Activity. Capital Project Activity is a system of recording, on a quarterly basis, changes to the budget or schedule of capital projects. The Facility provides to UCOP updated information each quarter. It is entered into the computer, collected into an annual system-wide report, and presented to The Regents. UCOP verifies the accuracy of the Facility data for conformance with Project Planning Guide (PPG) Approval, Augmentation, and Completion.

Historical Data Base. The Historical Data Base collects historical data for the University's construction experience for facilities over \$5 million. The data includes project description, original budget, bid information, schedule, construction contractor, Facility contact, legal information, and contract dates. This database helps the University establish a basis for estimating the cost of new projects and facilitates an exchange of experience between Facilities.

Quarterly Report. For state-funded projects, UCOP tracks and reports to State Public Works Board the dollars appropriated, dollars augmented, dollars reverted, and percent completion for each project.

8.8 Early Start of Construction

An "early start" allows a contractor to move onto the project site and do preliminary work prior to contract award. This procedure is sometimes desirable and necessary in the interest of time. A contractor engaged in preliminary work on a site with the knowledge or acquiescence of the University is an invitee of the University. Subcontractors and their employees who provide labor or furnish materials on the site are invitees of the contractor.

The University has an affirmative duty to exercise ordinary care to keep the premises in a reasonably safe condition for invitees. The University may be chargeable for the negligence of an independent contractor employed to construct the work. An invitee may recover damages from the University for personal injuries or losses of property sustained on the premises if those injuries or losses are caused by the negligent conduct of independent contractors or the dangerous physical conditions of the premises. When in the best interest of the University, an early start may be permitted provided that:

1. A [License for Early Start of Construction](#) is executed by both the University and contractor.
2. The contractor furnishes to the University evidence of compliance with all insurance requirements of the contract.
3. All conditions prerequisite to the award have been met.
4. There is no legal restraint or unresolved bid protest.

Chancellors, Laboratory Directors, and members of President's Administrative Council have the authority to execute the License for Early Start of Construction. Authority may be delegated to a lower level at the Facility.

8.9 Notice to Proceed

The [Notice to Proceed](#) is a document added to the contract to start construction. The Facility will issue this notice immediately after the contract has been executed unless a delayed start has been stipulated in the contract documents. The notice instructs the contractor to start work on a specified date and states the number of days available to complete the work and the projected completion date. If the contractor is notified orally to commence work, the Notice to Proceed shall be issued on the next workday. Confirm the oral notification in the notice. Send the notice by a means that provides proof of receipt.

The Division of Labor Standards Enforcement requires that a copy of the Notice to Proceed be included with the required extract ([see DAS PWC-100 Online Application](#)). The surety company also requires a copy of the Notice to Proceed, a copy of the Agreement, and one copy of each of the Payment and Performance Bond.

8.10 Recording the Contract Documents

Recording the contract documents at the County Recorder's Office is not required. The Notice of Completion, however, must be recorded.

Chapter 9: Bid Protests

Updated Mar 16, 2026

This chapter addresses how to handle bid protests that arise during the competitive bidding period. See Instructions to Bidders and [RD - Bid Protest Procedures Flow Chart](#).

9.1 Bid Protests

A bid protest may be lodged against the lowest bidder, against the next lowest bidder if the Facility rejects the lowest bid, or against the selection of the lowest responsible bidder. The required bidder procedures for filing a protest are described in the Instructions to Bidders. This section describes University procedures for resolving bid protests. The University will complete its internal bid protest procedures before award of the contract.

9.1.1 Filing a Bid Protest

Any person or entity may file a protest related to the selection of a bidder by the University for the award of a contract. The protest must state the specific reasons and facts upon which the protest is based and must be in writing and received by the Facility office issuing the bidding documents, not later than 5:00 pm on the 3rd business day following:

- The date of the bid opening if the Bid does NOT include Alternates.
- The date the bid results identifying the actual names of the bidders are posted in a public place if the Bid does include Alternates.

9.1.2 Facility Review of the Protest

The Facility office in charge of issuing the bidding documents must investigate the basis for the protest, analyze the facts, hold an informal hearing if deemed appropriate, and issue a written decision within 15 days of receipt of the protest unless factors beyond the Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The Facility's decision must state the reasons for the action taken by the University. A copy of the decision shall be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. Use the following guidelines for making the decision and writing the decision letter:

1. Verify that statements in the decision letter agree with language in the bidding documents. Repeat the language verbatim, do not paraphrase. Include a reference where found in the Bidding Documents.
2. Assign responsibility for the decision to the Facility administrator responsible for the project. Consult UCL to help make the decision. Do not attribute the decision to the UCL (or anyone else).
3. Inform protesters of the results of the decision and that they have a right to appeal the decision if not satisfied.
4. Include the reasons for the action taken by the University for the denial or upholding of the protest or the rejection of bids.
5. Send the letter by a means that provides proof of receipt.
6. Copy UCL, the Chair of the University's Construction Review Board, and the other bidder or bidders.

[See RD - Bid Protest Decision Sample Letter.](#) Caution: The situations for bid protest decisions vary considerably; adapt this sample letter to the situation at hand.

9.1.3 Construction Review Board Appeal

For informally bid projects Facility's decision is final and not appealable within the University. For all other projects: The Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with the Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A hard copy of the appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board
University of California
Office of the President
1111 Franklin Street, 7th Floor
Oakland, CA 94607-5200
Attention: Director, Design & Construction Services

And, by email to:

constructionreviewboard@ucop.edu

A copy of the appeal must be sent to all parties involved in the Bid protest and to the Facility, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

The Facility must determine the date on which a protestor receives the Facility's written decision on a bid protest because the time within which a bid protest appeal may be filed is measured from that date of receipt. The Facility should contact the protestor to confirm receipt of the decision or send the decision in a manner that will provide confirmation of delivery.

Hearing on the Appeal. The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the UCL on the decision as to legal form.

Chapter 10: Contractor Substitution During the Bidding Period

Updated Mar 16, 2026

This chapter addresses how to handle subcontractor substitution requests that arise during the competitive bidding period.

10.1 Substitution of Subcontractors During the Bidding Period

The University is subject to and follows the requirements of the [Subletting and Subcontracting Fair Practices Act](#) (the act):

1. The act prohibits the performance of any work for which a subcontractor was listed by any other person or firm (including the contractor) without the consent of the awarding authority (the University).
2. The act provides for substitution of subcontractors but limits the situations (grounds) when the awarding authority may consent to a contractor's request to substitute a subcontractor not listed in its bid.
3. The act also establishes procedures for the awarding authority to consent to substitute subcontractors.

The PCC lists seven grounds for which the University may consent to substitute another entity for a listed subcontractor. Only one of the grounds applies during the bidding process: "When the Prime Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to further provisions set forth in [PCC 4107.5](#), that the name of the subcontractor was listed as a result of an inadvertent clerical error." For substitutions due to clerical error, follow the procedures in the [Substitution Clerical Error Flowchart](#) and below. Substitutions proposed for any other reason must be rejected.

10.1.1 Procedures Applicable to Substitution for Clerical Error

For substitution requests not resulting from clerical error, see Procedures for Substitution Requests on Grounds Other Than a Clerical Error. When a substitution request is due to an inadvertent clerical error, resolve the request before awarding the contract. If there is any question regarding a claim of clerical error, send the questions and pertinent background data to UCL for advice. Then, review the required contractor procedures stated herein with the contractor ([see Substitution Procedures for Clerical Error Flowchart](#)). In order to assert an effective claim of inadvertent clerical error in the listing of a subcontractor, the contractor must, within two working days after the time of the prime bid opening, give written notice of the claimed error to the University and give copies of that notice to the subcontractor claimed to have been listed in error and the intended subcontractor who had submitted bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified of the request to substitute by the contractor is allowed six working days from the time of the prime bid opening within which to submit, to the University and to the prime contractor, written objections to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file written notice within the six working days is primary evidence of the listed subcontractor's agreement that an inadvertent clerical error was made.

To have the claim of inadvertent clerical error considered by the University, the prime contractor and the intended subcontractor must also, within eight working days from the time of the prime bid opening, submit to the University affidavits (along with such additional evidence as they may wish) affirming that an inadvertent clerical error was in fact made.

Listed Subcontractor Agrees With the Error. If the prime contractor, the listed subcontractor, and the newly proposed subcontractor have submitted timely affidavits, no public hearing is required.

Listed Subcontractor Fails to Make a Written Objection. If timely affidavits are filed by the prime contractor and newly proposed subcontractor, but the listed subcontractor does not submit within six working days written objection to the contractor's claim of inadvertent clerical error, no public hearing is required.

Listed Subcontractor Objects to the Clerical Error. If timely affidavits are filed by the contractor and the newly proposed subcontractor, but the listed subcontractor has, within six working days from the time of the bid opening, submitted to the University and to the contractor written objection to the contractor's claim of inadvertent clerical error, a public hearing must be held. Request a hearing officer to hold a public hearing.

Public Hearing. To set up a public hearing, request a hearing officer from UCOP. Make the request in writing, or if the request is made by telephone, follow up with a written request, and attach a copy of all related correspondence. Send a copy of the request and attachments to UCL.

The hearing officer working with UCL, UCOP, and the Facility gives written notice of the public hearing, by a means that provides proof of receipt, to the last known street address of the listed subcontractor, at least five working days before the date of the scheduled hearing. The hearing officer sends copies of the hearing notice to the contractor, the newly proposed subcontractor, and to UCL. The Facility must consent to the substitution after the public hearing if:

1. The hearing officer determines that an inadvertent clerical error has been made.
The determination shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination; and

The intended subcontractor is acceptable, that is, considered "responsible" ([see Responsibility: Origin and Policy](#)) by the University and, if applicable, by the University's Representative ([see RD - Notice of Substitution](#)).

10.1.2 Consent Does Not Change the Contract

The Facility should inform the contractor that consent to substitution or consent to the contractor's performance of the listed work does not entitle the contractor to any increase in the contract sum or an extension of the contract time.

Chapter 11: Contract Administration

Updated Mar 16, 2026

11.1 Contract Administration Responsibility and Policy

The duties and responsibilities of the University's Representative may include construction contract administration during the construction phase of a project. University policy is to have contract administration and the role of the University's Representative performed by either design professionals or by Facility personnel. If construction contract administration is performed by the design professional, the services to be performed are described in the Executive Design Professional Agreement and the construction contract documents. If construction contract administration is performed by Facility personnel, outside consultants may be used to provide support services to the University's Representative.

11.1.1 The University and the University's Representative

In University construction documents, "University" is a contract term meaning The Regents of the University of California. In the FM, the more common term "University" has been substituted for "The Regents of the University of California" wherever possible.

The name of the University's Representative is identified in the construction contract documents and may be the design professional or a University employee. The term "University's Representative" is used in the construction

contract documents even if the “design professional”, as that term is referred to in University policy, is fulfilling the role of the University’s Representative. See General Conditions.

11.1.2 Facility Responsibilities

In addition to the contract administration performed by the University's Representative, the Facility is responsible for administering additional contract duties and responsibilities of the University (The Regents) required by the construction Agreement and the Executive Design Professional Agreement. The Facility must also administer all University and Facility policies and procedures related to the project. These additional duties and responsibilities of the University are usually administered by University's Designated Administrator who is generally a University employee.

11.1.3 Keeping a Project File

During contract administration, all contract documents, forms, correspondence, and other related records must become part of the Facility's project file.

11.1.4 Administration of Projects Funded by Federal Grants

During contract administration of projects funded by federal grants, the Facility may be required to comply with specific terms and conditions of the grants, especially in the areas of affirmative action, project reports, reviews, payment of Davis-Bacon wages instead of California prevailing wages.

11.2 Preconstruction Conference (Kick-Off)

Prior to commencement of the work, the University's Representative holds a preconstruction conference to discuss administrative procedures to be followed during performance of the work. Items typically discussed at the conference include the construction documents, the schedule, communications, submittals, change orders, use of the site, special project requirements, required guarantees, and payment procedures. Specific project requirements will determine what is discussed and who should attend. The following parties are required to attend the preconstruction conference:

1. University
2. University's Representative
3. University's consultants (including the design professional)
4. Project Manager
5. Fire Marshal
6. Police Department
7. Environmental Health and Safety
8. Contractor
9. Contractor's superintendent

10. Major subcontractors
11. Other parties the University's Representative or University deems appropriate
12. Parking Services, Facilities Management.

11.3 Submittals

Submittals are those items submitted by the contractor to the design professional or University's Representative as required by the contract documents. During construction, submittals may include, but are not limited to, the following:

- Contract schedule
- Written plans
- Shop drawings, product data, and samples
- Test reports
- Materials and equipment substitution requests
- Certifications
- Mix designs
- Calculations
- Qualifications of installers

The University's Representative is responsible for reviewing and approving submittals, and for maintaining a file of approved submittals. Before completion of the work, additional submittals are made by the contractor to the University's Representative. These submittals include the following:

1. As-built documents
2. Maintenance contracts
3. Guarantees
4. Operating and maintenance data

11.3.1 Schedules

Two schedules are required by the contract documents: the preliminary contract schedule and the contract schedule. Each is prepared by the contractor and submitted to the University's Representative. If other schedules are deemed necessary, list these schedules in Specifications, Division 1 and General Conditions.

Preliminary Contract Schedule. The preliminary contract schedule graphically shows how the contractor has planned the work activities of the project. The contractor is required to submit this schedule with the signed Agreement. Within 7 days after receipt, the University's Representative reviews the preliminary contract schedule for content. If the schedule is acceptable, it is so noted and returned to the contractor for use until the contract schedule is due. If the schedule is not acceptable, the University's Representative makes review comments and returns the schedule to the contractor for appropriate adjustments. Once the preliminary schedule is accepted, the contractor uses it as the basis in developing the contract schedule.

Contract Schedule. The contract schedule graphically shows each work activity, the start and finish time for each activity, the interrelationship of all work activities, and the critical path activities. In delivery methods where the contractor is involved in the design phase, the Contract Schedule is revisited and adjusted at major milestones. During construction, this schedule is used by the contractor to coordinate the work of subcontractors. It is also used by the University's Representative and University to determine the progress of the work and to determine monthly progress payments. Payment of progress payments is dependent upon University's Representatives' acceptance of the Contract Schedule. Requirements for the contract schedule are specified in Division 1. Additional requirements may be added such as cost and manpower loading. The University's Representative also uses the accepted contract schedule to judge the validity of the contractor's claims of delays ([see Time Extensions Resulting From Delays](#)). The contract schedule is required to be updated regularly to show actual completion of activities ([see Prevailing Wage Rates and Fair Wage](#)) including the following:

- The as-built condition of all completed and in-progress work activities.
- All agreed-upon changes and all changes from change orders and field orders.
- Agreed-upon modifications to the methods of accomplishing the work.

The original contract schedule depicts the intent (as-planned) schedule. The contractor is expected to update the schedule based on actual construction progress and to adjust tasks as necessary to maintain the project timeline. The updated contract schedule shows both the actual (as-built) and the intent (as-planned) schedule.

The University's Representative is not responsible for approving the preliminary contract schedule but must determine its acceptability and determine if the contractor is using the schedule to coordinate the work. The University's Representative is responsible for determining acceptability of the updated contract schedule. If deemed unacceptable, the University's Representative will detail the reasons why.

11.3.2 Shop Drawings

Shop drawings are drawings, diagrams, schedules, and other data specially prepared for the work by the contractor or a subcontractor to illustrate detailed dimensions, materials, components of and methods of performing the work. Shop drawings are submitted by the contractor to the University's Representative for review and are used in actual construction by the construction team. The contractor is responsible for ensuring that all parts of the work conform with the construction documents and are fabricated and installed correctly and as approved. The University's Representative reviews shop drawings to ensure their conformance with the contract documents, General Conditions, and Specifications.

Submittal Process:

1. Contractor or subcontractor prepares shop drawings (subcontractor submits them to the contractor).
2. Contractor reviews and approves shop drawings for conformance with the contract documents and submits them to the University's Representative.
3. If the University's Representative is the design professional, the University's Representative reviews and stamps the shop drawings. The stamp shows whether the shop drawings are to be revised and resubmitted or if they are acceptable. If the University's Representative is not the design professional, the University's Representative transmits the shop drawings to the design professional for review and acceptance.

During construction, the University's Representative maintains a file containing all approved shop drawings. At the completion of the work, the Facility receives this file from the University's Representative.

11.3.3 Product Data and Samples

Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the contractor to illustrate or describe materials or equipment for some portion of the work. Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the work will be judged. Product data and samples are prepared by the contractor or subcontractor as a package and include technical data from manufacturers and other information proving that specified items meet the requirements of the contract documents. The submittal process for product data and samples is the same as that for shop drawings. During construction, the University's Representative maintains a file containing a list of all approved product data and samples. At the completion of the work, the Facility receives this file, along with actual product data and samples, from the University's Representative. See General Conditions and Specifications in contract templates.

11.3.4 Test Reports

Test reports are written documents prepared by testing laboratories reporting on examinations performed on materials used in the construction ([see Testing](#)). The testing laboratory submits test reports to the University's Representative. See Specifications.

11.3.5 Requests for Substitution of Materials and Equipment

The required standards of quality, utility, and appearance of materials and equipment are established by the use of specific manufacturers' names, catalog numbers, specific brands, or trade names. Substitutions which are equal in quality, utility, and appearance to those specified may be accepted by the University's Representative, subject to the provisions and procedures specified in the Specifications.

11.3.6 Buy Clean California (BCCA) Submittal Requirements: Environmental Product Declarations (EPDs) and Product Category Rules (PCRs)

An *Environmental Product Declaration (EPD)* is a document that reports a product's environmental impact over its life cycle. The University requires that a facility-specific EPD be submitted to the facility for each eligible material to be used for each eligible project. The University construes "eligible projects" as all construction contracts awarded on or after July 1, 2022, and valued at \$1,000,000 or more. The eligible materials are:

- structural steel (hot-rolled sections, hollow structural sections, and plate)
- concrete reinforcing steel
- flat glass
- mineral wool board insulation (light and heavy density types)

EPDs should align with and use the current Product Category Rule (PCR) for the specified eligible material. A PCR is a set of rules, requirements and guidelines used to develop an EPD for a product group. See the [Buy Clean California Act Program](#) for more detailed information.

EXEMPTIONS:

An exemption is a waiver of the Buy Clean California requirement for submitting an EPD on an eligible material ([PCC 3503](#)). The waiver must be based on one of the following circumstances:

- Requiring an EPD would be technically infeasible
- Requiring an EPD would result in a significant increase in project cost
- Requiring an EPD would cause a significant time delay
- Requiring an EPD would require a single-source provider for the eligible material
- Emergency

The complete definitions of these exemptions are located [here](#). If the Facility intends to claim an exemption, they must:

1. Identify the exemption as listed in the UC Exemption list [here](#) and
2. Fill out the BCCA Exemption form. Forms provided by UCOP per [BCCA Submission Process](#).

11.4 Assignments

The General Conditions prevent the contractor and the University from assigning any of their responsibilities under the contract without the written consent of the other party.

However, the General Conditions require the contractor to assign its interest in first-tier subcontracts to the University, for performance of any part of the work. If the contractor is suspended or terminated, the University may accept assignment of any of these subcontracts and complete the work. At the time of suspension or termination, the University must notify the contractor in writing indicating which subcontracts will be accepted for assignment.

Any decisions concerning assignment are made by the University's Designated Administrator (see definition in Executive Design Professional Agreement, Contract Templates). The University's Designated Administrator (1) prepares a document that designates the subcontracts to be assigned and gives consent to the assignment, and (2) obtains the Facility's accounting office report for the project. Both documents must be submitted to the UCL for approval prior to execution of the consent document. [See Accounting Manual Chapter P-415-6, Section V, Assignment Procedures](#). After the consent document is executed, a copy of the original signed document must be submitted to the Facility's accounting office to alert that office that there will be a change in disbursement of funds for completed work. Place the original consent document in the project file and send copies to each subcontractor whose subcontract is accepted for assignment.

11.5 Substitution of Subcontractors After Contract Award

The University is subject to and follows the requirements of the Subletting and Subcontracting Fair Practices Act (the act)

1. The act prohibits the performance of any work by other than the listed subcontractor (including the contractor) without the consent of the awarding authority (the University).
2. The act provides for substitution of subcontractors, but limits the situations (grounds) when the awarding authority may consent to a contractor's request to substitute a subcontractor not listed in its bid (see Substitution of Subcontractors After Contract Award).
3. The act also establishes procedures for the awarding authority to consent to substitute subcontractors.

The Instructions to Bidders require each bidder to submit a list of first-tier subcontractors (those that have a direct contract with the contractor) who will provide labor, equipment, or materials valued at more than one-half of one percent of the bidder's lump-sum base bid. See General Conditions.

11.5.1 Authorized Grounds for Consenting to a Contractor's Request for Substitution

The grounds for which the University may consent to substitute another entity for a listed subcontractor are those in [PCC 4107](#), which are currently as follows:

1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, and drawings and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the contractor.
2. When the listed subcontractor becomes bankrupt or insolvent.
3. When the listed subcontractor fails or refuses to perform his or her subcontract.
4. When the listed subcontractor fails or refuses to meet the bond requirements of the contractor as set forth in [PCC 4108](#). PCC 4108 states, in part, that the subcontractor must be prepared to submit a Performance and Payment Bond (or bonds) if so requested by the contractor to whom it has submitted a bid.
5. When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to further provisions set forth in [PCC 4107.5](#), that the name of the subcontractor was listed as a result of an inadvertent clerical error ([see Contractor Substitution During the Bidding Period](#)).
6. When the listed subcontractor is not licensed pursuant to the contractor's License Law.
7. When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
8. When the listed subcontractor is ineligible to work on a public works project pursuant to [Section 1777.1 or 1777.7 of the Labor Code](#).
9. When the awarding authority determines that a listed subcontractor is not a responsible contractor.

11.5.2 Procedures for Substitution Requests on Grounds Other Than a Clerical Error

For substitution requests resulting from clerical error, ([see Bid Protests](#)). When a contractor's request for substitution or request to perform work for a listed subcontractor is received, the Facility must give the listed subcontractor prompt, written notice of the contractor's request to substitute and the reason for this request ([see RD - Notice of Substitution](#)). Although additional subjects can be added to the notification letter, the following requirements must be met:

1. The notification letter shall be sent to the listed subcontractor by certified or registered mail to the last known street address of the listed subcontractor.
2. A description of the scope of the work to be performed by the proposed substitute subcontractor shall be included in the notification letter.
3. A copy of the contractor's request for permission to substitute or remove a listed subcontractor shall be enclosed with the notification letter.
4. The notification letter shall advise the listed subcontractor that it has five working days from the date of receipt of the notice to submit written objections to the substitution, to the Facility office issuing the letter.

The listed subcontractor's failure to file written objections within five working days is deemed to constitute the listed subcontractor's consent to the substitution. The contractor's request may be consented to using the **Consent to Substitution of Subcontractors (see RD)** if (1) the listed subcontractor consents either expressly in writing or by not objecting within five working days, and (2) the proposed substitute subcontractor or the contractor (if the contractor proposed to do the work) is acceptable, that is, considered "responsible" ([see Responsibility: Origin and Policy](#)), by the University and University's Representative. If the Facility consents to substitution of subcontractor, then contractor is sent Indemnity Agreement ([see RD - Substitution of Subcontractors Indemnity Agreement](#)).

Public Hearing. If the listed subcontractor files timely written objections, the Facility must request a hearing officer from the Chair, Construction Review Board. Make the request in writing or, if the request is made by telephone, follow up the telephone request in writing. Attach a copy of all related correspondence to the written request. The hearing officer working with UCL; the Chair, Construction Review Board; and the Facility gives written notice of the hearing, by a means that provides proof of receipt, to the contractor and the listed subcontractor, at least five working days before the date of the scheduled hearing. Based on evidence and testimony offered at the hearing, written findings are issued on whether the stated justification for the substitution is authorized and has been substantiated. If an authorized ground is found to have been substantiated, the Facility must consent to the substitution request provided that the proposed substitute subcontractor or the contractor (if the contractor proposed to do the work) is acceptable, that is, considered "responsible," by the University and University's Representative. If a listed subcontractor has been prequalified, the University shall require that the substitute subcontractor also have been prequalified.

11.5.3 Consent Does Not Change the Contract

The Facility must inform the contractor that a consent to substitution or consent to the contractor's performance of the listed work does not entitle the contractor to an increase in the contract sum or an extension of contract time.

11.5.4 Failure to Specify a Subcontractor

If the contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the work, and that portion exceeds one-half of one percent of the contractor's lump-sum base bid, the contractor must perform that portion of the work as set forth in [PCC 4106](#). Exception to this regulation is permitted in cases of public emergency or necessity, and then only after a finding documented in writing is issued as a public record of the University setting forth the facts constituting the emergency or necessity ([PCC 4109](#)). In these cases, the Facility must contact the UCL by telephone or e-mail, and UCL will determine if an emergency or necessity exists. Another exception to this regulation is permitted for change orders ([PCC 4107](#)). An unlisted subcontractor may be used for change order work if that subcontractor is acceptable to the University and, if applicable, to the University's Representative.

11.5.5 Penalty for Violating Fair Practices Act Provisions

A contractor violating any provisions of the Subletting and Subcontracting Fair Practices Act defaults under its contract with the University, and the University may exercise the option, at its own discretion, of (1) canceling the contract or (2) assessing the contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved. The contractor is entitled to a public hearing ([see Procedures for Substitution Requests on Grounds Other Than a Clerical Error](#)) and five days' prior written notice of the time and place of the hearing before the University can determine which sanction, if any, to impose ([PCC 4110](#)).

If the Facility discovers that work is being performed by someone other than the subcontractor listed in the bid, the Facility must notify the contractor, in writing, of any planned penalty for this violation. In the notification letter, the Facility must inform the contractor of entitlement to a public hearing if the contractor objects to the planned penalty within five working days of receipt of the notification letter. If the contractor does not object to the planned penalty, no hearing is required. If the contractor does object, the Facility must request a hearing officer from the Chair, Construction Review Board.

Occasionally, a violation is discovered during the substitution request process. In these cases, the Facility requests in writing that the hearing officer inform the contractor that penalties will be considered during the hearing. The hearing officer's findings may include a statement that the contractor has violated the provisions of the Subletting and Subcontracting Fair Practices Act, and that the Facility may impose a penalty at its discretion.

11.6 Insurance and Bonds

The lowest responsible bidder is required to submit, to the University, Certificates of Insurance and bonds required by the General Conditions and Instructions to Bidders. The certificates are part of a package of documents required to be submitted within ten days after the bidder's receipt of the Notice of Selection as Apparent Lowest Responsible Bidder. The certificates must be prepared on the forms required by the University. The following insurance policies, coverages, and bonds must be furnished by the contractor:

- Payment Bond

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

[See Business and Finance Bulletin, BUS-63 Exhibit D, University of California, Office of the Executive Vice President-Chief Financial Officer, Oakland, CA.](#)

11.6.1 Payment Bond

The Payment Bond secures the payment of claims initiated by subcontractors, laborers, mechanics, material suppliers, and other persons, as provided by civil law. Three original bonds are executed. One original is for the contractor, one original is for the Surety, and one is for the University.

11.6.2 Performance Bond

The Performance Bond guarantees that the project will be completed if the contractor is unable to fulfill the requirements of the contract documents. Three original bonds are executed. One original is for the contractor, one is for the Surety, and one is for the University. The Facility must contact UCL if the contractor is unable to complete the contract.

11.6.3 Liability Insurance

Comprehensive or commercial form general liability insurance, business automobile liability insurance, workers' compensation, and employer's liability insurance protect the contractor, University, University employees and consultants, and the University's Representative from claims resulting from accidents and injuries related to the construction of the project. The Facility's Project Manager records in detail the events leading to an accident, the conditions at the time of the accident, and a complete description of the accident, damage, and injuries. This report must be submitted to the Facility's risk management office.

11.6.4 Builder's Risk Insurance and Loss Reporting

For contracts valued at \$300,000 or more, Builder's Risk insurance, excluding earthquake and flood insurance, is provided by the University. The contractor is responsible for any deductible. Once the contractor has been selected for the project, the Facility is responsible for completing the Builder's Risk Insurance Application form. The application must be filed before the Notice to Proceed is issued. All Builders Risk-related forms and templates are now available at the [UCOP Risk Services - Construction Liability & Insurance: Resources website.](#)

Builder's Risk coverage terminates on the date of Final Completion in the Notice of Completion filed by the University when the construction of the project is complete. (Coverage terminates for a Job Order on the date of Final Completion in the Inspection Acceptance issued by the University, and for all Job Orders on the date of Final Completion in the Notice of Completion for the entire project covered by the JOC contract). Since the date of completion of construction is assumed to be the date initially entered on the application for coverage, it is

essential that project managers keep their campus contract administrator, UC Risk Services and the University's insurance broker regularly informed of the status of construction, especially toward the end of the project. Submission of the Request to Extend or Terminate Builder's Risk Insurance at least 10 days prior to the date of termination on the certificate of insurance will prevent an accidental lapse of coverage if construction is not completed by the originally anticipated date and will stop the accrual of premiums if the project is completed early. A Facility will need to provide evidence of completion of construction when requesting cancellation of Builder's Risk insurance for a project. For additional information related to Builder's Risk insurance please visit the [Construction Liability and Insurance page](#) of the Risk Services website.

Chapter 12: Field Administration

Updated Mar 12, 2026

This chapter addresses the administration of and responsibility for activities at the job site. These activities include observation, inspection, testing, and surveying during the construction process. Also discussed are progress meetings, other meetings, and the responsibility for safety in the field.

12.1 Field Observation

Field observation, a duty of the University's Representative, is performed to monitor progress of the work, observe tests and inspections, or to make acceptances required by the contract documents. See Specifications.

12.2 Inspection Policy and Responsibility

- Inspection differs from field observation in that inspection is a detailed examination of the work. **See University policy: "Capital Improvement Program Management"** and Responsibilities of the Inspector below:

Inspection Policy. University policy states that the Facility determines responsibility for inspection.

Responsibilities of the Inspector. The responsibilities and limitations of inspectors (including special inspectors) are set forth in Division 1 of the Specifications, and in

Responsibilities of the Inspector:

The inspector, whether employed by the design professional or the University, shall:

1. Become thoroughly familiar with contract document requirements, applicable codes and standards, approved submittals, and all instructions or clarifications issued by the design professional.
2. Generally act as liaison between the contractor and the design professional.
3. Keep a log of written communications including submittals received from or issued to the contractor.

4. As appropriate to the nature and extent of construction, monitor the quality and quantity of the work and promptly report to the design professional nonconforming work or nonconforming work performance.
5. Prepare a daily report recording:
 - Inspector's time and activities on the project.
 - Weather conditions.
 - Nature and location of work being performed and by whom.
 - Number of workers by trade.
 - Oral instructions and interpretations given by the design professional.
 - Specific observations on results of oral instructions and interpretations.
 - Any occurrence or work which might result in a claim for a change in the contract sum or contract time.
 - Names of visitors, their titles, and the time and purpose of their visit.
 - This report shall be prepared for each normal work day or for each day on which the contractor performs work, and a copy shall be promptly sent to the design professional and the University.
6. Observe testing and inspection done by the contractor as required in the contract documents and coordinate and observe special testing and inspection when requested by the design professional or University.
7. Monitor the contractor's proposed schedule and the actual construction schedule and promptly report to the design professional discrepancies between the schedules and any conditions which may cause construction delays.
8. Periodically photograph the work, paying special attention to portions of the work that have been or may be rejected or may be associated with a claim or delay.
9. Review in detail the contractor's Application for Payment and report the findings of this review to the design professional.

The inspector shall not:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment.
3. Advise on or issue directions concerning aspects of construction means, methods, techniques, sequences, or procedures in connection with the work.

Pros and Cons of Inspection Responsibility Combinations

	COMBINATION 1		
RESPONSIBILITIES	PROS	CONS	

COMBINATION 1

RESPONSIBILITIES

PROS

CONS

Design:

Design professional

Contract Administration:

Design professional

Inspection:

Design professional

Employees or inspection agency

No divided responsibility of inspection.

No third-party relationship if design professional uses inspection agency.

Design professional is inspecting own design work.

Inspector may be unfamiliar with University procedures or project.

Design professional is usually not staffed to perform inspection and may need to hire outside personnel.

COMBINATION 2

Design:

Design professional

Contract Administration:

Design professional

Inspection:

Facility

Employees-design professional directs inspectors

Most common situation.

Inspectors are familiar with buildings, grounds, and personnel.

Inspectors know Facility administrative requirements.

Regents prefer this method (Regents' Action Item of November 19, 1971).

Peaks and valleys of construction volume present staffing problems.

Dual responsibility set up by another party directing Facility employees.

UC must provide inspector training and education.

Inspection oversights are assumed by UC.

Inspectors are more subject to influence of Facility management and client/user.

COMBINATION 3

COMBINATION 1

RESPONSIBILITIES

PROS

CONS

Design:

Design professional

Contract Administration:

Design professional

Inspection:

Facility

Employees - Facility directs inspectors

Dual responsibility of another party directing Facility employees is averted.

Inspectors are familiar with buildings, grounds, and personnel.

Inspectors know Facility administrative requirements.

Sets up conflict in contract administration between Facility project manager and design professional.

Peaks and valleys of construction volume present staffing problems.

UC must provide inspector training and education.

Inspection oversights are assumed by UC.

Inspectors are more subject to influence of Facility management and client/user.

COMBINATION 4

Design:

Design professional

Contract Administration:

Facility

Inspection:

Facility

Employees under direction of Facility project manager

No division of responsibility for contract administration and inspection.

Inspectors are familiar with buildings, grounds, and personnel.

Inspectors know Facility administrative requirements.

No benefit of design professional's input.

Peaks and valleys of construction volume present staffing problems.

UC must provide inspector training and education.

Inspection oversights are assumed by UC.

Inspectors are more subject to influence of Facility management and client/user.

COMBINATION 5

COMBINATION 1

RESPONSIBILITIES

PROS

CONS

Design:

Facility

No dual responsibility between design, contract administration, and inspection.

Peaks and valleys of construction volume present staffing problems.

Contract Administration:

Facility

Inspectors are familiar with buildings, grounds, and personnel.

UC must provide inspector training and education.

Inspection:

Facility

Inspectors know Facility administrative requirements.

Inspection oversights are assumed by UC.

Employees directed by project manager or University's Representative

Inspectors are more subject to influence of Facility management and client/user.

COMBINATION 6

Design:

Facility

No benefit of design professional's input.

Contract Administration:

Facility

No staffing problems during construction peaks and valleys.

Inspection oversights must be passed on to third party.

Inspection:

Facility

Facility does not provide inspector training and education.

Inspectors are under direction of Facility but are paid by third party, thereby creating a division of "loyalty."

Inspection agency

Possible dual responsibility exists between contract administration and inspection.

Quality of inspectors may vary.

Inspectors may not be familiar with buildings, grounds, and personnel.

COMBINATION 7

COMBINATION 1

RESPONSIBILITIES	PROS	CONS
Design: Project manager outside firm		Special exception to University policy. No benefit of design professional's input.
Contract Administration: Project manager outside firm	Complete responsibility with one firm.	Inspection oversights must be passed on to third party.
Inspection: Project manager outside firm		Quality of inspectors may vary. Inspectors may not be familiar with buildings, grounds, and personnel.

One of the inspector's duties is to prepare a daily report; the suggested content and format of this report is shown in [RD - Inspector's Daily Report](#).

If a consultant design professional or another consultant serves as the University's Representative, then that party may, if required by the Executive Agreement, provide inspection services. If the University's Representative is a Facility employee, then the Facility is responsible for providing inspection services. The Facility may use inspectors from its staff or an inspection agency.

12.2.1 Allocating Inspection Responsibility

Each party to the contract (University, design professional, contractor, construction manager, etc.) shall have clearly defined responsibilities; overlapping responsibilities among these parties must be kept to a minimum. Overlapping responsibilities may result when the Facility allocates inspection responsibility. When a consultant design professional performs contract administration, and the Facility performs inspection, the design professional coordinates the performance of a Facility employee, requesting inspections, when appropriate. Inspection responsibility must be assigned during the development of agreements for the design professional, construction manager, and project manager. Specifications, Division 1, specify the roles and responsibilities of inspectors.

12.2.2 Basic Inspection Staff

The Facility is responsible for determining its necessary inspection staff level. Whether inspection is performed by the Facility or by a consultant, the basic inspection staff provides the Facility with adequate personnel to perform inspection and coordination of inspection of the work. The inspection staff is required to provide daily inspection for each project and to ensure that special inspections are performed as specified in the contract documents.

Guidelines for Establishing the Inspection Staff. Factors to be used by the Facility for establishing the basic inspection staff are:

- Magnitude of hospital work.
- Magnitude of Capital Improvement Program.
- Complexity of the Capital Improvement Program directly related to the complexity of instruction and research programs and the resultant complexity of space.
- Size, diversity, and complexity of the Facility.
- Inspection agency availability.
- Current Facility staff capability.

12.2.3 Geotechnical Engineering and Inspection

Geotechnical Engineer Employed by a Consultant Design Professional. The design professional may employ a geotechnical engineer for:

- Design recommendations and similar professional engineering services.
- Special inspection, field analyses, and test report analyses if, during construction, the consultant design professional is responsible for inspection.

For such services, the geotechnical engineer is under the direction of and reports to the University's Representative. The University will pay for inspection services as additional services unless such services are included in the Executive Agreement as Basic Services. Design recommendations and similar professional engineering services are part of the design professional's basic services.

Geotechnical Engineer Employed by the Facility. The Facility may employ a geotechnical engineer for soils investigation, design recommendations, and for inspection during construction when the Facility is responsible for inspection services. Use the Professional Services Agreement. The geotechnical engineer may inspect subsurface conditions, document the contractor's performance for payment purposes, and monitor the quality of excavation, grading, and compaction. The geotechnical engineer's reports are given to the University Representative, with copies to the University. The geotechnical engineer may not direct the contractor, nor approve or disapprove of the contractor's work. The geotechnical engineer must not design foundation changes or recommend details of such changes to the consultant design professional as part of the performance of the consulting agreement with the University.

12.2.4 Hospital Safety Standards and Inspection

The Health and Safety Code requires the [Department of Health Care Access and Information \(HCAI\)](#) to be responsible for the enforcement of building standards related to hospital buildings. This includes plan checking and inspection of the design and details of architectural, structural, mechanical, plumbing, and electrical systems, and the observation of construction. The Facility must meet the requirements of the Hospital Seismic Safety Act and make the necessary arrangements for inspections with HCAI.

HCAI requirements include:

1. HCAI designation of the inspector. The Facility must submit the inspector's name and qualifications to HCAI for approval.
2. Submittal of a quarterly verified report by the inspector to HCAI. This report must also be submitted by the design professional, the design professional's consultants listed in the Project Directory, and the contractor.
3. HCAI issuance of a special HCAI Building Permit. The University or the University's Representative completes and submits the permit.
4. Submittal of a Licensed Contractor's Declaration. The University's Representative has the contractor complete the declaration form and forwards the form to HCAI.
5. Submittal of special Change Order Approval forms. The University's Representative completes the forms and obtains signatures of the design professional, structural engineer, general contractor, and University. The University's Representative must then obtain HCAI approval before making the changes.
6. Deferred approval of certain items for structural calculations and design prepared by contractor. These items are usually specified by performance specifications and are therefore not reviewed and approved by HCAI during the design submittals. The University's Representative makes these submittals for the contractor. The Specifications may require the contractor to submit to HCAI and obtain necessary approvals on contractor-designed portions of the work.

[See California Code of Regulations, Title 24, California Building Standards Code, all applicable parts; California Code of Regulations, Title 24, Part 1, Building Standards Administrative Code, Chapters 6 & 7; California Code of Regulations, Title 22, Division 7, Chapter 1, Sections 90001 – 97772; and Health and Safety Code, Sections 129675 - 130070, known as the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983.](#)

12.3 Testing

Services of a Materials Testing Laboratory. Materials furnished under construction contracts are subject to inspection and testing by a materials testing laboratory for compliance with contract requirements. All such inspections and tests of materials are made in accordance with applicable American Society of Testing and Materials standards or other procedures set forth in the Specifications.

Payments for Testing. Specifications state that the University pays for all tests and inspections made by the University's testing laboratory, and the contractor pays for all tests and inspections made by the contractor's testing laboratory. The Specifications must clearly indicate whose testing laboratory will perform the testing and inspection. Exceptions to this requirement would include additional testing services provided by the University for reasons listed below under "Additional Testing."

Testing and Inspection Services by the University. In general, the University, as required by the Specifications, and with advice from the design professional, provides testing and inspection services by a materials testing laboratory during the construction phase. Such services are performed under the Professional Services Agreement. Laboratories submit all testing and inspection reports directly to the University's Representative. The University's Representative distributes copies to the University, University's consultants, and the contractor. The University's Representative judges the acceptability of all reports, including methods used, results, and content.

Additional Testing. Specifications state that if additional testing and inspection costs occur because the work or materials fail to meet contract requirements, then all costs for additional tests and inspections relating to an

occurrence that is determined to be the contractor's responsibility shall be deducted from the contract sum by change order.

Testing and Inspection Services by the Contractor. Certain classes of materials testing and inspection may be provided by the contractor. Such cases are limited to quality control testing in manufacturing plants (including reinforcing and structural steel, concrete, and manufactured items) and certain field testing such as performance testing of mechanical and electrical systems. Testing provided by the contractor is performed by manufacturers, testing agencies, or the contractor's field forces as appropriate. The Specifications must clearly indicate tests to be provided by the contractor. If testing is the responsibility of the contractor, means, methods, results and report contents must be specified in each applicable technical section of the Specifications. The University's Representative judges the acceptability of all testing performed on behalf of the contractor.

12.4 Surveying

University Responsibilities. The University is responsible for hiring a surveyor to establish horizontal and vertical controls, as shown on the project site plan. Additionally, the University's Representative may request the University to make available a survey describing the known physical characteristics, boundaries, easements, and utility locations of the project site.

Contractor Responsibilities. The contractor is required to take field measurements and carefully compare the contract documents with such field measurements. Individual Specifications sections may also require the contractor to make special surveys, for example, to check the vertical alignment of a steel frame. See General Conditions.

12.5 Project Progress Meetings

Project progress meetings are held to discuss and resolve issues concerning the contractor's Application for Payment, Submittals, field problems, construction schedule, and other items as appropriate to the Project. The University's Representative organizes and conducts project progress meetings. See Specifications.

12.6 Responsibility for Safety

The contractor is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract work. The contractor must take necessary precautions for safety and provide protection to prevent damage, injury, or loss to the following:

- Persons involved in the work or who may be affected by the work.
- The workplace, materials, and equipment need to be incorporated therein.
- Other property at the project site and adjoining property.

The specifications require the contractor to comply with Federal Occupational Safety and Health Administration regulations and the California Health and Safety Code. See General Conditions.

Chapter 13: Contract Modifications

Updated Mar 12, 2026

Contract modifications are changes in the work required during construction. This chapter discusses the means of accomplishing these changes through two methods: [Field Order](#) and [Change Orders](#). Guidelines for approving substantial change orders and granting time extensions are also given.

13.1 Field Orders

If a change in the work must be performed before the University and contractor agree upon all terms of the change, a field order describing the change in the work scope and estimated contract sum and contract time adjustments, if applicable, may be issued by the University with or without the contractor's agreement. Field orders are used only when (1) emergency conditions exist where life or property are endangered, (2) the extent of the work cannot be determined due to unknown conditions, or (3) a delay in proceeding with the work would affect the critical path and cause a delay to the entire Project. Field orders are not to be issued when the scope of the work and an estimated cost can be determined. A Change order or a unilateral change order must be used instead.

The contractor is required to promptly proceed with a field order. If the contractor does not agree with the order and does not sign it, the University's Representative must adjust the contract sum and contract time based upon back-up documentation provided by the contractor to justify actual costs and time, if applicable. A field order contains a statement that it shall be superseded by a change order that includes the actual adjustments, if any, to the contract sum and the contract time, as well as the change in the scope of the work. See General Conditions.

13.1.1 Payment for Work Directed by a Field Order

When a contractor is directed by a field order to perform work, payment is made for the actual cost of the extra work plus a contractor fee in accordance with General Conditions; however, payment cannot be made until a change order is issued incorporating that field order. Field orders must be incorporated into change orders at the earliest possible time to avoid delayed payment to the contractor. When the extra work on a field order extends over a lengthy period the Facility converts the field order by issuing a "not to exceed price" change order. This special type of change order will allow the contractor to be paid for actual costs with the normal monthly progress payments.

13.2 Change Orders

A change order is a post-award modification to the contract. A change order may revise, add to, or delete previous requirements of the work, adjust the contract sum, or adjust the contract time. By signing a change order, the contractor agrees to the cost and time, if applicable, of the contract modification; however, the

University has the right to order changes in the work by issuing a field order. Change orders are not to be used in pre-award negotiations to negotiate a change in the scope of work, contract sum, or contract time. Change orders may not be executed until the contract has been signed by the University and the contractor.

Change Orders must include costs for Workers' Compensation Insurance. Expected market rate for workers' compensation (WC) on a Change Order (CO) can be calculated using the following formula:

Expected Rate = Current approved WCIRB (Workers Compensation Insurance Bureau of California) base rate by class code X contractor's EMR (Experience Modification Rate) X 1.1.

WCIRB publishes approved rates by class code for all trades twice a year; these rates can be obtained from Campus Risk Management. EMR for a contractor can be verified at [Compline](#), for a fee. Alternatively, a campus may request the Compline EMR report from a contractor with their Change Order Request.

To expedite payment to the contractor, a change order may be issued by the University without the contractor's signature.

13.2.1 Cost Proposals

Before a change order can be prepared, the cost of the change must be determined. Four methods are used to determine the cost:

- Unit prices listed in the construction Agreement.
- Agreed-upon unit prices.
- Agreed-upon lump sum supported by a Cost Proposal.
- Actual cost plus a contractor fee.

When requested by the University, the Cost Proposal form, or an approved version thereof, must be used by the contractor. Instructions for the contractor are included on the form. The contractor's fee, which includes overhead and profit, is defined in the Agreement, Cost Proposal, and in General Conditions. The University's Representative is required to review and recommend the submitted proposal.

Agreed-Upon Lump Sum Supported by a Cost Proposal. General Conditions, Article 7, authorizes compensation for extra work by a lump sum agreed upon by the University and the contractor. The lump sum proposed must be determined to be fair and reasonable. Require the contractor to provide an estimate with detailed backup using the Cost Proposal contained in the Exhibits.

Actual Cost Plus Contractor Fee. General Conditions, Article 7, authorizes compensation for extra work based on actual cost plus a contractor fee. The contractor is paid for the actual time spent by the contractor's employees and subcontractors and the materials they actually used. In addition, the contractor is paid for overhead and profit. The contractor is required to keep daily records of its actual costs, and submit them on a weekly basis for approval by the University's Representative.

This compensation method is used when the University and the contractor cannot agree on payment based on unit prices or a lump sum. In these cases, the University orders the work to be performed by issuing a field order. The field order must stipulate a "not-to-exceed price."

Unit Prices. General Conditions, Article 7, authorizes compensation for extra work based on unit prices stated in the construction documents or agreed upon by the University and the contractor. This compensation method is used when the cost of a procedure can be estimated, but the quantity cannot be determined prior to beginning work. For example, if the contractor is required to perform excavation for a building foundation, the contractor may be required to excavate until the soil encountered is of specific physical properties. In this case, the contractor knows the cost of removing a unit of soil but does not know how much soil will be removed before the excavation operation is considered complete. The unit-price method of costing is usually anticipated before the project goes out to bid. Unit price amounts are usually stated in the Bid Form; however, unit prices may also be agreed upon during construction. The contractor's overhead and profit are included in unit-price figures.

13.2.2 Change Order Execution

After the Facility Project Manager reviews and recommends the change order, and the accounting office verifies sufficient funds are available, and the University's Representative recommends the change order, it is sent to the contractor for acceptance. After receipt of the signed change order from the contractor, the Facility approves the change order. Executed change orders are then distributed to all signature parties. The original and all backup is placed in the project file. ([See Project Contingency Use for restrictions on executing certain change orders.](#))

13.2.3 Change Orders and the Notice of Completion

Change orders may be issued to adjust the contract time or contract sum after the Notice of Completion is filed to incorporate the results of claims negotiations. Such change orders must not change the scope of the work because the Notice of Completion represents that all work is complete. Work includes receipt of as-built documents, guarantees, manuals, and all required submittals.

13.2.4 Contractor Disapproval of Change Orders

The contractor may not agree with the content of a change order and, therefore, may refuse to sign the order. The Facility may issue a unilateral change order without contractor's signature when the Facility determines it is in its best interest for the contractor to receive an adjustment of the contract sum or the contract time, as Facility believes to be properly due contractor, even though no agreement has been reached between the contractor and the Facility. Promptly reject any attempted qualification the contractor adds to its agreement to the terms of a prepared change order on the face of the change order or in an accompanying letter. In unusual circumstances, UCL will provide language for accepting a qualified change order. See General Conditions.

13.2.5 Substantial Changes to the Work After Contract Award

Substantial changes to the work may be required after contract award. If such changes are known during bidding—and their design is complete – use alternates that are exercisable for a stipulated period of time after award ([see Authority Needed to Negotiate and Execute Change Orders](#)). If the design of the substantial change is not final and cannot be bid as an alternate, the substantial change may be accomplished as a change order only if the conditions of Change Orders Changing the Scope of Work, below, are met.

13.2.6 Guidelines for Substantial Change Orders

Additive Change Orders

If the cost of a change in the scope of work to be accomplished by a change order or series of change orders exceeds \$100,000, or if the proposed changes in design are not incidental to the scope of the work as bid, the work may not be performed by change order unless it can be convincingly demonstrated that no advantage would be gained by conducting an advertised bid for the work. Breaking down an addition to the work such that it falls below the threshold for the purpose of avoiding the substantial change analysis is not acceptable. Also, note that other than acceptance of bid alternates, changes to the work known after the bid date but prior to award are generally not acceptable because of the appearance of a non-competitive bid process. Changes made to Design-Build, Unit Price, Cost Plus and CM at Risk contracts have particular exceptions to the \$100,000 threshold.

It is the Facility's responsibility to document the rationale for a substantial change order. The written justification for the substantial change order shall identify the primary factors supporting the decision to proceed by change order. In addition to the primary factors, all of the following factors must also be considered in the written justification to determine if a change order is justified:

- **COST** – Will competitive bidding save money? To what extent will site conditions, storage, limited accessibility, etc. restrict interest of bidders for new work if the new work is bid as a separate project and thereby increase cost?
- **REWORK** – To what extent will rework be necessary to coordinate with new work? Will competitive bidding of new work affect the University's ability to obtain correction of deficiencies in specialty work or integrated systems due to a division of responsibilities?
- **INCIDENTAL** – Is the new work incidental to existing work? A change order is inappropriate if there is a significant difference in function or in the programmatic features or additions to the as-bid design.
- **SCHEDULE** – To what extent will competitive bidding of the new work affect the existing/current schedule? To what extent will competitive bidding of the new work affect use of the completed space if the new work is competitively bid either during the performance of the existing contract or later?

Additive Change Orders to Design-Build, Unit Price and Cost Plus contracts

Change orders exceeding \$100,000 to Design-Build, Unit Price and Cost Plus contracts are expected as a matter of course to assign detailed scope and costs to the contractor. These change orders typically involve discrete bid packages, scope clarifications and cost accounting; they do not increase the total cost of the contemplated contract as bid. Such a change order is substantial but is automatically justified if the scopes of the work and the cost have already been appropriately competitively bid through the contractor selection process or otherwise. The Facility must document the change in the Project File, noting that it is a function of the delivery method and is within the contemplated cost and scope. However, if the change alters the programmatic scope or the total contemplated cost or if the change is not incidental to the scope of the work as bid, then the change is substantial and is not automatically justified. The factors listed above must be used to determine if proceeding with the change as a Change Order is justified.

Additive Amendments/Change Orders to CM at Risk contracts

- Prior to award of bid package: Bid-packages (in phase 2) for CM at Risk contracts most commonly exceed \$100,000 and are executed as Amendments and not Change Orders. This is a matter of course when assigning detailed scope, schedule and costs of the bid-packages to the contractor. The Amendments are substantial and justified because the work is competitively bid by the CM Contractor following University competitive bidding rules and procedures. The contractor's fee to assume responsibility and risk of this work is included in the CM at Risk contract.
- After award of bid package: However, if a substantial change associated with a particular scope of work of a bid package is proposed after award of the contract for that bid package, the change must be evaluated as any typical change order would be, and the factors listed above must be used to determine if proceeding with the change as a Change Order is justified.
- Increase in the CM's fee: At any time, an increase of \$100,000 or more in the CM's fee is a Substantial Change and must be justified in accordance with the requirements of this section 3.2.7 to be implemented as a change order. The use of an independent design professional, cost consultant, construction scheduler, or contractor may be appropriate to document the justifications for proceeding with a substantial scope change by change order. A proposed additive substantial change order and the adequacy of the justification for using a change order instead of competitively bidding the work may be discussed with UCOP and UCL. It is the responsibility of the facility to maintain a written record as part of the contract file of the facts and conditions which justify the determination that the change order is justifiable in accordance with the factors above.

Deductive Changes. A proposed change order that will delete substantial portions of the work does not require justification as to competitive bidding but does require review as a change to the scope of work (see Change Orders for Post-Award Alternates below).

Delay Cost Considerations. The possibility of contractor claims for reimbursement of indirect costs (e.g., extended overhead and loss of efficiency) because of the impact of a proposed change order on the work is evaluated by the Facility. Such an evaluation is especially pertinent if the cumulative value of contract sum adjustments exceeds or will exceed 5 percent of the original contract sum, or if the project is already significantly behind schedule, and completion would be further delayed by the proposed change order.

A change order which extends the contract time, when the contractor is already subject to Liquidated Damages due to delay in completion of the project, will forfeit the University's right to collect Liquidated Damages based upon the original contract time, adjusting the start of Liquidated Damages by the added time ([see Guidelines For Granting Time Extensions Resulting from Delays](#)).

13.2.7 Change Orders Changing the Scope of Work

Certain steps must be taken prior to approving a change order which changes the formal scope of work for a capital project. A "change to the scope of work" is defined as any change that alters the programmatic capability or requirements as delineated in the project's approval document (e.g., Project Planning Guide, state-approved Preliminary Plans or Working Drawings).

Scope of Work Changes. Examples of changes to the scope of work include (1) significant changes to assignable or gross square feet, (2) number of housing units or classroom seats to be provided, and (3) functional capacity (e.g., sewer, electrical, or mechanical). Examples of what are not considered changes to the scope of work

include (1) "technical" changes (e.g., unforeseen site conditions, errors in existing as-builts that require additions or revisions to work); and (2) requests for information from the contractor which require changes to the contract documents. Questions concerning scope changes should be addressed to UCOP for clarification.

State-Funded Projects. Change orders that change the scope of work are not permitted for state-funded Major Capital Improvement projects unless authority has been granted by the state, as coordinated through UCOP. For state-funded Minor Capital Improvement projects, the project description should be revised and forwarded to UCOP for approval.

Non-State-Funded Projects. For non-state-funded projects, the appropriate approval body must be notified. In the case of Chancellor-approved Minor and Major Capital Improvements, a Facility approval process should be in place. For both Regents and Office of the President approved projects, the change in scope must be forwarded to UCOP for information required and approval.

In all cases, should the most recently approved Capital Improvement Budget require a budget augmentation due to the change order, the appropriate budget augmentation request procedure must be followed ([see Volume 3: Design](#)).

13.2.8 Change Orders for Post-Award Alternates

Post-award alternates are alternates that the University may accept after award of the contract . Alternates are listed in the Agreement by number, price, and time required for acceptance. The alternate's scope of work must be described in the Specifications. Post-award alternates are accepted and added to the contract by change order. Contractual conditions are not changed. Track the time limits for accepting post-award alternates, as listed in the Agreement. If a time limit expires, the contractor is not obliged to accept the change order. Alternates not accepted during the bidding period must specify a time for anticipated acceptance. Alternates which do not stipulate a delayed time for acceptance may not be incorporated by change order.

13.2.9 Authority Needed to Negotiate and Execute Change Orders

The Facility may negotiate and execute a change order if the cost of the change is within appropriated funds and if the conditions below are met. If the new contract sum, including the cost of the change order, is in excess of appropriated funds, contact UCOP to obtain specific authorization by Resolution of The Regents.

Before a change order is issued that changes the exterior appearance of a building design previously approved by The Regents, the proposed exterior changes must be submitted to The Regents for approval. Approval from UCOP is required when a change order alters the scope of a major capital improvement project or the description of a minor capital improvement project ([see Change Orders for Post-Award Alternates](#)).

13.2.10 Project Contingency Use

Project Contingency (line 9 of the Capital Improvement Budget) is a reserved portion of the project budget intended to cover unforeseen costs that arise during the construction phase. The contingency is used to address

change orders and is based on the total construction (hard) costs—Site Clearance (line 0), Building (line 1), Exterior Utilities (line 2), and Site Development (line 4)—as well as the complexity of the project. Contingency funds are not intended to cover cost overruns resulting from poor planning, estimation errors, or avoidable delays. A contingency is included in the budget so the project can proceed with minimal interruption due to modest cost overruns or non-scope changes. Typical contingency uses include addressing inconsistencies in soils or foundation conditions, unknown building conditions, or potential delays during construction. Generally, the project manager has the authority to approve the use of contingency funds. The Project Contingency should not be confused with the Construction Contingency, usually held within a Contractor's Cost of the Work, or Contract Sum. The Construction Contingency is available to the contractor to manage routine unforeseen conditions during the construction process.

Guidelines. Project Contingency should be used in a transparent manner, with clear documentation and approval protocols. The use of contingency funds must be supported by project documentation such as change orders. The following cost items should be considered in the project contingency (line 9):

- Potential inconsistencies in soils or foundation conditions
- Unknown conditions in existing buildings
- Potential for delay during construction
- Other contingency considerations based on project complexity and risk factors

13.3 Modification of Contractual Conditions

When a modification of contractual conditions is desired as distinguished from a change in work scope, contract sum, or contract time the modification is made by change order. Refer such change orders to UCL for approval.

13.4 Time Extensions Resulting From Delays

The contract time may be extended by the number of calendar days that certain causes or events prevent work from being completed. All time extensions are granted by means of a change order. Space is provided for stating the adjustment of contract time, if any, on the Change Order form. General Conditions, Article 8, authorizes the granting of an extension of time for delays in completion if six conditions are met. To be eligible for a time extension for delay, the contractor must submit a Change Order Request (see General Conditions, Article 4) to the University's Representative within 3 working days from the date on which a delay begins. The University's Representative is required to determine whether the cause or event identified in the request will prevent the project from being completed by the completion date (as adjusted) and, if so, the number of calendar days that the contract time is extended. Time extensions may need to be granted for delays to completion resulting from ordered changes in the work. See Specifications.

Allowable Delays. Delays caused by conditions beyond the contractor's control and without the fault or negligence of the contractor may entitle the contractor to an extension of contract time. These delays are:

- Fire.
- Strikes, boycotts, or obstructive actions by employees or labor organizations.

- Acts of God.
- A man-made unforeseen site condition.
- An error or omission in the contract documents.
- The University's change of scope of the work.
- The University's decision to suspend the work.
- The failure of University or University's Representative to timely perform any contract obligation.

Non-Allowable Delays. Delays of the completion of the work beyond the expiration of the contract time and resulting from causes other than those listed under "Allowable Delays," above, or "Compensable Delays," below result from causes under control of the contractor. Non-allowable delays are:

- A naturally occurring unforeseen site condition.
- The financial inability, misconduct, or default of the contractor, a subcontractor, or supplier.
- The unavailability of materials or parts.

Compensable Delays. Compensable delays are events caused by the negligence or acts of the University, its employees, or of the University's Representative. These delays may entitle the contractor to an adjustment of the contract time and the contract sum. Compensation for delays is limited to adjustments to the contract sum as determined by General Conditions. Examples of compensable delays include, but are not limited to, the following:

- Change in the scope of the work.
- Errors or omissions in the contract documents.
- Lack of timely direction, problem resolution, or approvals by the University's Representative.
- Stopping the work for University's convenience.

13.4.1 Guidelines For Granting Time Extensions Resulting from Delays

In general, a delay is an occurrence that stops or detains the work for a period of time. Some delays adversely affect work completion, and an extension of the contract time may be granted. Other delays either do not affect work performance, do not prevent timely completion, or may be the responsibility of the contractor, and a time extension must not be granted ([see Time Extensions Resulting from Delays](#)). The University's Representative is designated as the initial interpreter of the contract documents. The University's Representative, therefore, determines whether a timely request for a time extension has been made and, if so, whether there has been cause for delay. The University's Representative then determines if a time extension may be granted and the length of the extension. Use the following guidelines to evaluate proposed time extensions:

1. To be eligible for a time extension, the contractor must submit to the University's Representative a written change order request for a stipulated time extension within 3 working days of the beginning of a delay. If the University's Representative approves the contractor's request, a change order that adjusts the contract time is issued.
2. Any extension of time relieves the contractor from the assessment of associated liquidated damages for the period of the time extension ([see Liquidated Damages](#)).
3. To be eligible for a time extension under General Conditions, Article 8, the contractor must meet the six conditions listed. These conditions are:

1. When the event causing the delay commences, the contractor has complied with all the contract requirements.
 2. The delay is critical.
 3. The delay is supported by the contract schedule.
 4. The contractor submits a change order request within 3 working days of the date the contractor discovers the cause of the delay.
 5. The delay is not caused by any of the three causes listed in Time Extensions Resulting From Delays "Non-Allowable Delays."
 6. The delay is caused by one or more of the eight causes listed in Time Extensions Resulting From Delays, "Allowable Delays."
4. If two or more events occur at the same time and delay the work, the contractor may be entitled to a time extension unless the contractor is responsible for all the events. If a delay that is the contractor's responsibility occurs concurrently with a delay that is the University's responsibility or that is not the responsibility of either party, a time extension may be granted to the extent of the duration of the excusable delay. A time extension granted for concurrent delays cannot be computed consecutively in any case.
 5. If strikes, boycotts, or like obstructive actions not caused by any act or conduct of the contractor delay a work activity on the critical path schedule, a time extension may be granted. The fact that trade strikes during the course of work is not an automatic ground for a time extension. For example, if elevator workers go on strike for 30 days during the middle of a two-year project, but the strike does not affect work activity on the critical path schedule, a time extension is not to be granted.
 6. A shortage or delayed delivery of materials is not an authorized ground for a time extension unless the shortage or delay was caused or contributed to by the University.
 7. The contractor may be granted a time extension if a change in the scope of the work adversely affects work activity on the critical path schedule of the contractor.
 8. The contractor may be granted a time extension if Beneficial Occupancy adversely affects a work activity on the critical path schedule or prevents the completion of the work as scheduled.
 9. The contractor may be granted a time extension if the work of another contractor, under separate contract with the University, adversely affects a work activity on the critical path schedule of the contractor.
 10. If a work activity on the critical path schedule is delayed by a denial of site access, lack of timely approvals or the like, the contractor may be granted a time extension for the period of effect of such a delay. Delays caused by the contractor or subcontractors cannot be the basis for a time extension.
 11. The contractor may be granted a time extension if a work activity on the critical path schedule is delayed by errors or omissions in the contract documents or by lack of timely direction, problem resolution, or approval by the University's Representative.
 12. Minor field changes, instructions, or clarifications cannot be the basis for a time extension unless the change extends the critical path past the completion date.
 13. The contractor may be granted a time extension if alternates quoted in the bid form are exercised after the contract is awarded, and such alternates include adjustments of the contract time.

Document the effective date and length of a delay to prevent the possible overlapping of time extensions from various causes. Effective dates of time extensions granted are extremely important information in the event that disputes arise about alleged delays or the timely completion of the work. Grant an extension of time for only the period of effect of a delay, and if two delays occur on the same date, grant only one calendar day of time extension.

Arriving at a New Completion Date. The contract time is based on calendar days. General Conditions, Article 14, implies that the work is normally performed only on weekdays. The total number of days required to complete the work is therefore determined by estimating the number of workdays (weekdays) and then by adding intervening Saturdays, Sundays, and holidays.

The completion date would then be determined by adding those calendar days to the previous completion date. For example, if the original contract time is 365 days, and the scope of the work was increased by change order that took the contractor six working days to perform, the time extension granted would be for eight days, and the new completion date would be determined by adding those eight days to the previous completion date.

13.5 Time Extensions Resulting from Factors Other Than Delays

A time extension may result from a claim made by the contractor as stated in General Conditions, Article 4. The University's Representative makes decisions on such claims, and a time extension may be granted as a result of the University's Representative's interpretations or decisions required by the provisions of General Conditions, Article 4. Either the contractor or the University may appeal the University's Representative's decision on a claim. The appeal may go to mediation or litigation ([see Contractor Claims](#)). The settlement or court may award a time extension or may increase or decrease given time extensions.

Chapter 14: Project Monitoring

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The dictionary defines "monitoring" as (1) checking systematically or scrutinizing for the purpose of collecting specified categories of data, and (2) keeping watch over; supervising. The above meanings apply to project monitoring of University construction projects. The extent of needed project monitoring is determined by the Facility. Except for the contract schedule, which is monitored by the University's Representative, project monitoring is mainly performed by the Project Manager.

14.1 Monitoring the Contract Schedule

The specifications requires the contract schedule to be updated monthly by the contractor to reflect actual construction progress. By looking at an approved updated contract schedule, the University's Representative can determine the approximate state of completion of each portion of the work. Another important use of the contract schedule is for analyzing the validity of delay claims ([see Time Extensions Resulting from Factors Other Than Delays](#)). General Conditions, Article 8, provides for extension of contract time for delays in progress of the work. A current updated contract schedule allows the University's Representative to determine if a delay is in an activity that will actually impede the completion of the project. The contract schedule is also used to compare the actual construction time to contract time, and the schedule is used for evaluating the percentage of completed work activities when the Facility processes the contractor's monthly Application for Payment.

14.2 Wage Guidelines and Statutory Requirements

The University applies provisions of the [California Labor Code](#), Sections 1771 through 1775, 1776, 1777, 1777.1, 1777.5, 1777.7, and 3077 and [California Code of Regulations](#), Title 8, Chapter 8, Subchapter 4 - Sections 16423, 16433, 16450 and Subchapter 4.5 – Sections 16450-16455 to certain University construction and maintenance contracts pursuant to the Guidelines below. Two items in the code, "Prevailing Wage Rates" and "Apprentices," are set forth in General Conditions and the Supplementary Conditions.

14.2.1 Prevailing Wage Rates and Fair Wage

Guidelines for the Payment of Prevailing Wage Rates on Construction and Maintenance Contracts. The requirements for payment of prevailing wage rates on construction and maintenance contracts for public works projects are defined by [Section 1720 et seq. of the California Labor Code](#). The University, in certain situations, must require payment of prevailing wage rates on construction and maintenance contracts. The University also requires the payment of prevailing wage rates in some other situations where an exemption from the prevailing wage requirements could be claimed. These guidelines set forth when the University will require payment of prevailing wage rates.

The following guidelines apply to all construction and maintenance contracts exceeding \$1,000 located in the state, and involving the University:

1. The University will require payment of prevailing wage rates by contractors and subcontractors on construction and maintenance contracts:
 1. Contracted for using University contract documents, or any other contract documents, and for which any portion of the funds are furnished by the state.
 2. Paid for with funds not furnished by the state and contracted for using University contract documents.
 3. Contracted without using University contract documents; but the University owns the underlying land and the University is the manager of the project.
 4. The University will be a lessee using more than 50 percent of the assignable square feet of the project in which the construction will be performed regardless of the source of funds, land ownership, or contract documents used.
2. The University will not require payment of prevailing wage rates by contractors and subcontractors on construction or maintenance contracts undertaken by developers on Facility land or on property of The Regents, including inclusion area land, where the project cannot, in the sole determination of the responsible University administrator, be constructed economically or practically if the payment of prevailing wages is required, and where either of the following conditions exist:
 1. The cost will be paid entirely by non-state funds furnished principally by students, faculty, staff, hospital patients, outside corporations, or donors or where the construction or maintenance contract is funded by loans which will be repaid by any of the above.
 2. The project is built for sale or lease to students, faculty, or staff without any funds being furnished by the state.

3. Upon an appropriate showing of exceptional need, the University's Executive-Chief Financial Officer may authorize an exception to the prevailing wage requirements of these guidelines that permits a construction or maintenance project to proceed without the payment of prevailing wages.
4. As used herein, a contract will be considered a construction contract only if its performance requires a license under California's Contractor's License Law.

Requirements When the University Must Pay or Agrees to Pay Prevailing Wage Rates. Wage rates are made a part of the contract by reference to a wage scale in the General Conditions. A copy of the current wage schedule is to be kept on file and available for inspection in the Facility's facilities management office.

The director of the California Department of Industrial Relations (DIR) is responsible for determining the general prevailing wage rate of per diem wages ("wage rates"). Each Facility must research the appropriate prevailing wage rates by contacting the DIR and/or referring to the [DIR](#).

Monitoring of Prevailing Wage Rates. The University is not required to monitor the contractor's payment of prevailing wage rates, except during projects funded in whole or in part by bonds issued by the State of California, as described below. The monitoring process is usually performed by labor unions or others. However, if the University requires the payment of prevailing wage rates, random checks must be made to determine if the contractor is meeting the contract requirements.

If a complaint is received regarding contractor noncompliance with prevailing wage rates, review the contractor's certified copy of the payroll records.

Projects Funded by State-issued Bonds. The University is required to monitor and enforce compliance with prevailing wage laws on all projects funded in whole or in part with bonds issued by the State of California where the contract is awarded after January 1, 2012. The University will operate a systemwide Labor Compliance Program (LCP) for all affected projects at all locations. Every Facility must have a designated Labor Compliance Officer who is knowledgeable about the LCP requirements. Any Facility that would like assistance in performing the tasks required by the LCP can request assistance from another Facility with more experience and/or a larger staff. The University will be required to inform contractors and subcontractors of the labor compliance requirements at a pre-job conference, review certified payrolls at least monthly and audit where necessary, verify proper posting of job site notices and conduct job site interviews, among other activities. The [University's approved Labor Compliance Program](#) document is at UCOP website. The [DIR](#) provides further information. Special language found within the University-approved contract templates must be added to the Supplementary Conditions of any contract for a project where labor compliance monitoring is required. The University is required to withhold payments to contractors when an underpayment of wages is noted and when payroll records are late or incomplete.

The contractor forfeits to the University a penalty for each calendar day or portion thereof, for each worker that is paid less than the specified rates. The amount of this forfeiture is determined by the Labor Commissioner. The contractor also pays to each worker an amount equal to the difference between the specified rate and the amount that was paid to the worker.

UC Fair Wage. Minimum wage for direct and service contract employees of the University of California is \$16.50 as of April 1, 2024. More information is provided on the [University of California](#) website.

Projects Funded by Inflation Reduction Act (2022). Projects pursuing Inflation Reduction Act (IRA) funding such as 179D or Investment Tax Credit (ITC) must pay both Federal and State Prevailing wage. [Contract modification language must be added to any contract pursuing this funding and can be found here.](#) Payroll records demonstrating compliance must be submitted through LCP Tracker.

14.2.2 Payroll Records

The contractor and all subcontractors must keep an accurate payroll record, showing each person's name, address, and Social Security number or classification; straight-time and overtime hours worked each day and week; and the actual hourly wages paid to each journeymen, apprentice, worker, or other employee employed in connection with the work. These payroll records must be certified and submitted electronically to the University using designated software at such times as directed. In addition:

- A certified copy of an employee's payroll record must be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- A certified copy of all payroll records must be made available for inspection upon request by the University, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- A certified copy of all payroll records must be made available upon request to the public for inspection, or copies thereof made, provided that the request by the public is made to either the University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public cannot be given access to such records at the principal offices of the contractor or subcontractors. Any copy of records made available for inspection to the public must be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor or subcontractors awarded the contract or performing the work must not be marked or obliterated.

The contractor must file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. The contractor informs the University of the location of such project payroll records, including the street address, city, and county, and shall, within five working days, provide a notice of change of location and address of such records.

In the event of contractor noncompliance with the requirements of the General Conditions or with [Labor Code, Section 1776](#), regarding the submission or inspection of payroll records, the contractor has 10 days in which to comply following receipt of written notice specifying what is required of the contractor. Should noncompliance still be evident after the 10-day period, the contractor forfeits a monetary penalty for each calendar day, or portion thereof, for each worker, until strict compliance is accomplished.

Violations With Intent To Defraud and Willful Violations. [Labor Code, Section 1777.1](#), addresses violations with intent to defraud and willful violations. The Labor Commissioner determines such violations and will direct the University on what action to take. [Section 1777.1](#) states:

1. Whenever any contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, except Section 1777.5, the contractor or subcontractor or any firm, corporation, partnership, or association in which the

contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period of not less than one year or more than three years. The period of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.

2. Whenever any contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in willful violation of this chapter, except Section 1777.5, the contractor or subcontractor or any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period up to three years for each second and subsequent violation occurring within three years of a separate and previous willful violation of this chapter. These periods of debarment shall run from the date the determination of the violation is made by the Labor Commissioner.
3. Any determination by the Labor Commissioner shall be made after a full investigation by the Labor Commissioner and a fair and impartial hearing and reasonable notice.
4. A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under public works law and deliberately fails or refuses to comply with its provisions.
5. The Labor Commissioner shall promulgate rules and regulations for the administration and enforcement of this section, the definition of terms, and appropriate penalties. See [California Labor Code, Section 1777.1](#).

A list of contractors that have been debarred and are not eligible to bid on public works projects as a result of violations of Labor Code provisions governing prevailing wage and apprenticeship is available on the [DIR website](#). The Facility can check this list to verify if a potential bidder is eligible.

14.2.3 Employment of Apprentices

Only apprentices as defined in [California Labor Code Section 3077](#) who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the Labor Code are eligible to be employed by the contractor and subcontractors as apprentices. The employment and training of each apprentice must be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is training.

Every apprentice must be paid the standard wage to apprentices under the regulations of the craft or trade in which the apprentice is employed and be employed only at the work of the craft or trade to which the apprentice is indentured.

When the contractor or subcontractors employ workers in any apprenticeship craft or trade for the work, the contractor or subcontractors apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade, in the area of the site of the work, for a certificate approving the contractor or subcontractors under the apprenticeship standards for the employment and training of apprentices.

The committee issues a certificate fixing the number of apprentices or the ratio of apprentices to journeymen employed in the craft or trade for the work. The ratio cannot exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case the ratio be less than one hour of apprentice labor for each five hours of journeymen labor, except as permitted by law.

The contractor or subcontractors, upon the issuance of the approval certificate in each such craft or trade, employs the number of apprentices in the ratio of apprentice labor hours to journeymen labor hours fixed in the certificate, or the contractor or subcontractors must present an exemption certificate issued by the Division of Apprenticeship Standards.

If the contractor or subcontractors employ journeymen or apprentices in any apprenticeship craft or trade in the area of the site of the work, and there exists a fund for allaying the cost of the apprenticeship program in that trade or craft, and other contractors in the area of the site of the work are contributing to that fund, the contractor must also contribute to the fund.

The contractor violates the construction contract if the contractor willfully fails to comply with General Conditions, Article 14. Nothing contained in General Conditions - Article 14, prohibits or prevents the hiring by the contractor or subcontractors of journeymen-trainees who may receive on-the-job training to enable them to achieve journeymen status in any craft or trade under standards other than those set forth for apprentices.

Required Notification. [Labor Code, Section 1773.3](#), "Notifications of Award of Public Works Contract and of Discrepancy in Apprentices Journeymen Ratio," states:

An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the Division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certified fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

On contracts to which [Labor Code, Section 1777.5](#), applies (see Prevailing Wage Rates and Fair Wage), the University is required to file a notice with the director of the Division of Apprenticeship Standards within five days of contract award. The division supplies Form [PWC 100](#) for filing this notice electronically or by mail.

Exemptions From Apprenticeship Standards. [California Labor Code, Section 1777.5](#), lists the categories of contractors exempted from apprenticeship standards. Section 1777.5 states, "This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor involving less than two thousand dollars (\$2,000) or fewer than five working days."

Penalties For Noncompliance With Apprenticeship Standards. [Labor Code, Section 1777.7](#), provides for the following penalties in instances of noncompliance with established apprenticeship standards:

- A contractor who willfully fails to comply with certain provisions regarding the employment of apprentices is denied the right to bid on public works contracts for a period of one year.
- The University, under specified circumstances, is required to withhold from contract progress payments due or to become due, the sum of \$5,000 until released on the order of the Administrator of Apprenticeship, or until completion of the contract.

Monitoring Contractor Compliance. The Facility monitors applicable contracts for contractor compliance with General Conditions, Article 14. The Facility sets up administrative procedures to make certain the contractor is

complying with the contract apprenticeship requirements. The requirements of apprenticeship standards are explained at the pre-bid conference.

Projects Funded by Inflation Reduction Act (2022). Projects pursuing Inflation Reduction Act (IRA) funding such as 179D or Investment Tax Credit (ITC) must comply with both Federal and State Apprenticeship requirements. [Contract modification language must be added to any contract pursuing this funding and can be found here.](#) Payroll records demonstrating compliance must be submitted through LCPTracker.

14.3 Hospital Requirements

Hospital projects require special monitoring to meet Department of Health Care Access and Information (HCAI) requirements and to meet other hospital-related construction requirements set forth in the Specifications.

[See Health and Safety Code, Part 7, Chapter 1, Health Facilities, commencing with Section 129675, known as the Alfred E. Alquist Hospital Seismic Safety Act of 1983 \(Alquist Act\); and SB 1953 \(Chapter 740, 1994\), chaptered into statute in Sections 130000 through 130070 of the Alfred E. Alquist Hospital Facilities Seismic Safety Act.](#)

14.3.1 HCAI Requirements

Hospital safety standards and inspection requirements are set forth in Hospital Safety Standards and Inspection. Facilities management personnel must monitor the fulfillment of these requirements to make certain the project does not fall behind schedule because of HCAI reviews and approvals. All contacts with HCAI shall be made by facilities management personnel; therefore, items required to be submitted by the inspector, design professional, or contractor, shall be processed with HCAI by the Facility's facilities management office.

14.3.2 Special Additional Hospital Requirements

The Facility must monitor the contractor's compliance with special hospital requirements set forth in the Specifications such as:

- Infection control.
- Sign protection.
- Work hours.
- Protective covers.
- Daily cleanup.
- Barricades.
- Advance notices for shutdowns.
- Observation of construction by the University's Representative.

14.4 Risk Monitoring

Projects are expected to monitor issues that may pose risks to schedule, budget, or quality. The project team should track risks and regularly assess them. Potential actions to mitigate risks should also be tracked, and potential triggers for instigating responses should be identified. Specific tracking tools may include a Project Risk Register, containing information about risk probability, impact, and events that would lead to the risk becoming an actual threat to a project. A Risk Report should be developed that contains identified risks, potential responses, and risk lead responders who would take control of implementing a risk response plan. Mitigating actions should be considered before a risk becomes real. In some cases, a minimal cost or effort could be enough to mitigate a risk before it truly develops. In other cases, the cost of mitigation may be substantial, and a trigger should be identified where the risk becomes great enough to enact the mitigating measure ([see RD - Risk Monitoring Report](#)).

Chapter 15: Contractor Payments

Updated Mar 16, 2026

The Facility is responsible for making prompt payments to the contractor for work performed. This chapter discusses payments from application by the contractor to actual payment by the Facility after consideration of retention, stop notices, and liquidated damages.

15.1 Cost Breakdown

Within 10 days after receipt of the Notice of Selection as the Apparent Lowest Responsible Bidder, if required by the contract, the contractor is required to submit to the University a breakdown of all costs that constitute the contract sum. This cost breakdown must itemize as separate line items the cost of each work activity and all associated costs, including but not limited to warranties, as-built documents, overhead expenses, and the total allowance for profit. Insurance and bonds shall each be listed as separate line items. The Cost Breakdown form is Schedule 1 of the contractor's Application for Payment, which is submitted monthly. The costs listed for each activity on the Cost Breakdown form do not change during the course of construction; they are the basis for determining the amount due the contractor each month. Each work activity is compared to the percentage of completion for that line item. The sum of those amounts, minus the amount previously paid, minus retention and other deductions, equals the amount due.

15.2 Progress Payments

The University will pay the contractor monthly an amount equal to 95 percent (95%) of the cost of the work in place; the remaining 5 percent (5%) is held as retention.

15.3 Application for Payment

The contractor starts the monthly payment process by preparing an Application for Payment on the University-approved form. The contractor must itemize the application using the Cost Breakdown submitted with the construction Agreement, as modified by fully executed change orders. The University's Representative participates in the preparation of the application by holding a monthly progress payment meeting where agreement is reached on the percentage of work completed. When the work is found to be complete, the contractor makes a final Application for Payment.

15.4 Certificate for Payment

The [Certificate for Payment](#) is a document prepared by the University's Representative that authorizes payment to the contractor. The University's Representative must certify that the application is correct and must check the accuracy of the following:

- Percentage of work complete for each line item. Arithmetic for the entire form including the cost breakdown of the contract sum ([see Cost Breakdown](#)).
- The University's Representative must also verify that the items listed in General Conditions, Article 9, have been accounted for in the preparation of the certificate. The certificate is prepared on the University-approved form and submitted to the appropriate Facility office for signature and processing.
- The University's Representative must be made aware that time restrictions are specified in General Conditions, Article 9, to ensure that the payment is processed in a timely manner.

15.5 Retention

Retention of a portion of the cost of work in place is held by the University as leverage to ensure that the work is completed and also as protection should the contractor fail to pay subcontractors or suppliers. Retention differs from the withholding of funds due to incomplete or defective work or other similar conditions listed in General Conditions, Article 9.

15.5.1 Normal Retention

University withholds 5 percent (5%) of the monthly progress payment due the contractor and retains those funds in the construction account, or an escrow account as noted below.

15.5.2 Securities In Lieu of Retention and Deposit of Retention Into Escrow

Instead of withholding a percentage of the contractor's progress payment, the contractor may deposit into an escrow account securities in the amount of the required retention. If the contractor chooses this procedure, the

contractor is required to comply with the requirements of General Conditions, Article 9, and the Escrow Agreement. The terms of the Escrow Agreement may not be changed without approval of UCOP and UCL. A letter of credit is not appropriate collateral and cannot be accepted as an item of security to deposit in lieu of retention. At the request and expense of the contractor, the University will deposit retention held in the normal manner ([see Normal Retention](#)) directly with an escrow agent. The contractor may direct the investment of such deposited retention into interest-bearing accounts or securities. The contractor and its surety shall be at the risk of failure of the bank selected. **(See RD - Flow Chart: Deposit of Securities in Lieu of Retention and Deposit of Retention Into Escrow.)**

15.5.3 Release of Retention

The final Certificate for Payment is used to detail the amount of retention to be released with the contractor's final payment.

15.6 Liquidated Damages

If the contractor fails to complete the work within the contract time, the contractor is assessed as "liquidated damages" and not as a penalty, a sum specified in the Agreement for each day the work remains incomplete beyond the expiration of the contract time. After Substantial Completion the rate will be reduced to the figure specified in the Agreement. Liquidated damages are assessed by making a deduction on the Certificate for Payment. The amount deducted is itemized on the certificate. Liquidated damages may be automatically withheld from the progress payment for each day the project is beyond the contract time. [See University policy: "Liquidated Damages for Construction Contracts."](#)

The following procedures should be used for assessing liquidated damages:

1. Inform the contractor during payment determination that liquidated damages will be assessed (a letter is not required).
2. Reduce the amount of payment certified by deducting liquidated damages on the Certificate for Payment.
3. Assess the liquidated damages through the Facility's accounting office. This office will pay the reduced amount on the Certificate for Payment.

A change order is not required to change the contract sum because the mechanics for assessing liquidated damages are already established in the Agreement and the General Conditions.

Chapter 16: Claims Resolution

Updated Mar 12, 2026

The General Conditions provide procedures for resolving contractor disputes. The University's Representative is required to review change order requests and render a decision on the request. Mediation or litigation may follow this decision. Continuous negotiation is required throughout the dispute process.

16.1 Contractor Claims

A claim is a written demand or assertion by the contractor seeking adjustment or interpretation of the terms of the contract documents, payment of money, extension of time, or other relief with respect to the contract documents, including a determination of disputes or matters in question between the University and contractor regarding the contract documents or the performance of the work. A false claim is defined in the [California Government Code sections 12650 et seq.](#) A representative of the University shall not assert that a contractor has made a false claim without first consulting with the UCL to ascertain the accuracy of such assertion. Any assertion that a contractor has made a false claim must be made in good faith and shall be made only after the aforementioned consultation with General Counsel.

16.2 Conditions for Making a Claim

Before asserting a claim, the contractor must submit a Change Order Request.

16.2.1 Change Order Requests

The contractor submits a Change Order Request if contractor asserts it is entitled to an adjustment of the contract sum or contract time, or other monetary relief, as a result of (1) extra work; or (2) materially differing site conditions; or (3) delays to final completion. The University's Representative makes a final decision on change order requests.

16.3 Negotiation

Negotiation is the first step towards and probably the best method of resolving most claims. Successful negotiation results in a resolution that is agreeable to both the contractor and the University; therefore, the University's Representative does not have to make a decision that could be later disputed ([see Decision on Claims](#)), and administrative and other costs associated with mediation or litigation are saved. Negotiation may also be used after a decision on the claim is made by the University's Representative.

16.3.1 Decision on Claims

If negotiation is unsuccessful, the University's Representative issues a decision on a contractor's claim. Failure of the University's Representative to render a decision within a specified time period is deemed a denial of the claim. Either the University or the contractor may dispute the decision of the University's Representative, and may elect mediation or litigation. At any time after the decision by the University's Representative, the University and the contractor may resolve their differences using negotiation or mediation.

16.4 Mediation

Mediation is a voluntary procedure that may be used where both parties agree to use a facilitator to assist them reach a settlement.

16.5 Litigation

If either party to the contract has given a timely notice of election to litigate, either party may litigate a claim or the aggregate of unresolved claims totaling \$100,000 or more.

Chapter 17: Beneficial Occupancy and Substantial Completion

Updated Mar 12, 2026

This chapter addresses procedures to follow when the University wishes to occupy or use part of the work before it is completed (Beneficial Occupancy), or when the contractor requests to be relieved of certain responsibilities because the work is mostly completed (Substantial Completion).

17.1 Taking Beneficial Occupancy

Beneficial Occupancy is the term used to describe the procedure when the University occupies or makes use of any part of the work prior to Substantial Completion or, if no Notice of Substantial Completion has been issued, then Final Completion. The presence of the University at the project site may cause disruption of the contractor's activities; therefore, Beneficial Occupancy is subject to conditions set forth in the General Conditions.

The University is not required to take Beneficial Occupancy and may wait for Final Completion to occupy and use the site. However, if the University decides to occupy any portion of the project space prior to Substantial Completion or, if no Notice of Substantial Completion has been issued, then Final Completion, the University is required to issue a [RD - Certificate of Beneficial Occupancy](#). A Certificate of Beneficial Occupancy shall be issued with concurrence of the Designated Campus Fire Marshal and the Certified Building Official if Beneficial Occupancy will occur prior to Substantial Completion. If the University takes Beneficial Occupancy of a portion of a project, the University assumes maintenance and security for items within that area. It is important to clearly identify on the Certificate of Beneficial Occupancy what is included within the area and what is not.

Coverage under University's Builder's Risk insurance will end on the date of Final Completion recited in the Notice of Completion filed by University, not on Beneficial Occupancy or Substantial Completion.

[See Termination of Builder's Risk Coverage.](#)

17.2 Determining Substantial Completion

Substantial Completion means that stage in the progress of the work, as determined by the University's Representative, when the work is complete and in accordance with the contract documents except only for completion of minor items which do not impair the University's ability to occupy and fully utilizing the work for its intended purpose. [See RD - Substantial Completion and Contract Closeout Flowchart.](#)

A Certificate of Substantial Completion shall not be issued until after a [RD - Certificate of Occupancy](#) is issued by the Certified Building Official, unless in case of Beneficial Occupancy, all work is in place, all required agency approvals have been received, and all systems and equipment are fully functioning. Minor items (punch list) shall include only patching, repair or replacement, and clean-up. Examples of acceptable punch list items include replacement of light switches, touch-up painting, repair of scratches on walls or floors, replacement of locks which do not function properly, replacement of filters or light bulbs, and other similar items.

The University and contractor agree that items to be finished after issuance of the Certificate of Substantial Completion can be accomplished while the University fully occupies and utilizes the facility for its intended purpose. University may accept responsibility for utilities, security, and maintenance upon the issuance of the Certificate of Substantial Completion.

If contractor gives notice to University's Representative that the Work is substantially complete, unless University's Representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, University's Representative will review the Work, and prepare and give to contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the contract documents. University's Representative will review to determine whether the Work is substantially complete. If University's Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by University's Representative to determine Substantial Completion. Costs for additional inspection by University's Representative shall be deducted from any monies due and payable to Contractor.

When University's Representative determines that the Work is substantially complete, University's Representative will arrange for inspection by the Designated Campus Fire Marshal, the Certified Building Official, and other officials (e.g., those from Environmental Health and Safety), as appropriate, for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued by the Certified Building Official, the University's Representative will prepare a Certificate of Substantial Completion on University's form, which, when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and Contractor for security, maintenance, utilities, insurance, and damage to the Construction Work.

The Building Official shall not issue an [RD - Certificate of Occupancy](#) without the concurrence of the Designated Campus Fire Marshal. All work must be completed in compliance with building codes and the contract documents.

17.3 Ending Builder's Risk Insurance

Builder's risk insurance coverage terminates on the date of Final Completion in the Notice of Completion filed by the University when the construction of the project is complete. (Coverage terminates for a Job Order on the date of Final Completion in the Inspection Acceptance issued by the University, and for all Job Orders on the date of Final Completion in the Notice of Completion for the entire project covered by the JOC contract). If construction of the project is complete at the time of Beneficial Occupancy or Certificate of Occupancy, but the Notice of Completion will not be filed contemporaneously, project managers must so inform their campus contract administrator, UC Risk Services, and the University's insurance broker to determine whether termination of Builder's Risk Insurance coverage is appropriate. Submission of the [Request to Extend or Terminate Builder's Risk Insurance](#) at least 10 days prior to the date of termination on the certificate of insurance will prevent an accidental lapse of coverage if construction is not completed by the originally anticipated date and will stop the accrual of premiums if the project is completed early. A Facility will need to provide evidence of completion of construction when requesting cancellation of Builder's Risk insurance for a project.

17.4 Reducing Liquidated Damages After Substantial Completion

The University, at its discretion, may reduce the per-diem charge for liquidated damages ([see Liquidated Damages](#)) assessed for delays ([see Time Extensions Resulting From Delays](#)) that occur after the date of Substantial Completion.

Chapter 18: Contract Closeout

Updated Mar 12, 2026

The University standard contract documents have been developed to provide University Facilities with necessary forms, data, and procedures to complete a project. This chapter reviews the procedures required to complete the construction project. [See RD - Substantial Completion and Contract Closeout flowchart.](#)

18.1 As-Built and Record Documents

As-built documents are copies of the Drawings, Specifications, and all other contract documents that have been updated by the contractor to reflect changes that occurred since these documents were issued to bidders. Changes could have been made by addendum, field order, change order, or by the contractor's actual construction. The contractor is responsible for ensuring that all changes are documented on the as-built copy of the contract documents kept at the project site. The contractor is required to deliver the as-built documents to the University's Representative as a condition for final payment and the release of retention. The design professional, who may also be the University's Representative, is required to complete the record documents (final copies of construction documents including addenda, bulletins, field orders and other records of changes to the work),

stamp and sign the documents and deliver them to the University. If required by the Executive Design Professional Agreement, the design professional will update the record documents with information from the contractor's as-built documents.

18.2 Operating and Maintenance Data

The University's Representative is responsible for receiving operating and maintenance data from the contractor and for ensuring that the data are complete. When complete, the operating and maintenance data are delivered by the University's Representative to the Facility. Operating and maintenance data are information about the equipment incorporated in the project. Data should include the following:

- Identification of equipment installed.
- Maintenance procedures for each system and each piece of equipment.
- Spare parts lists indicate where parts may be obtained. Included should be the manufacturer or supplier's name, address, telephone number, and the name of a contact person.
- Installer name, address, telephone number, and the name of a contact person.

18.3 Guarantees

General Conditions, Article 12, requires the contractor to correct defective work that becomes apparent during the progress of the work or during the Guarantee to Repair Period. The Guarantee to Repair Period is a period of one year commencing with the date of Beneficial Occupancy, the date of Substantial Completion, or the date of Final Completion, as applicable. A Guarantee to Repair Period longer than one year may be specified. Note that this Repair Period does not limit subsequent claims for patent and latent defects. Contact the UCL for post-guarantee period defective work issues.

18.3.1 Special Guarantees

Frequently, the Guarantee to Repair Period for selected items is desired for a period longer than one year. In these cases, the Guarantee form included in the Specifications must be used. The University's Representative must check each section of the Specifications to determine if an individual section requires a special guarantee to be submitted. The University's Representative is responsible for assembling and supplying all special guarantees to the Facility.

18.4 Final Completion

The University's Representative performs a final inspection upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance. Final Completion shall be when the University's Representative accepts the work as fully completed and in accordance with the contract documents, and a Certificate of Occupancy has been issued by the University's Building Official. The Facility must file a Notice of

Completion within 15 days after the date of Final Completion. The date of Final Completion is entered on the Notice of Completion.

18.5 Notice of Completion

The Facility must file a Notice of Completion for contracts over \$25,000 according to the following procedures and stipulations:

- **Where to File.** Record the Notice of Completion at the County Recorder's Office for the county in which the project is located, and place within the Project file.
- **Form to Use.** A Notice of Completion form with three versions depending on University's role (owner or lessee) is part of each contract family; only one must be filed and should be used as appropriate for the chosen delivery method. Select the correct version of the Notice of Completion based on the following project scenario:
 - University owns the land and the improvements (typical).
 - University is the lessee, not the owner (e.g., lease).
 - University owns land but not improvements.
- **Time for Filing.** Record the Notice of Completion within 15 days after Final Completion. If the Notice of Completion cannot be recorded within 15 days after Final Completion, it should not be recorded. It must, however, still be placed in the Project file and forwarded to the contractor to comply with various requirements in the General Conditions.
- **Completed Work.** The filed Notice of Completion signifies that the work has been completed according to the terms of the contract.
- **Completion Includes All Work.** All work includes final cleaning ([see Determining Substantial Completion](#)), punch list items, operating manuals, as-built documents, warranties, guarantees, and work added by change order. The person signing the Notice of Completion is responsible for determining that the work has actually been completed. The facts stated in the Notice of Completion are declared to be true and correct under penalty of perjury by the person executing the document on behalf of the University.
- The contractor has no obligation to complete work (other than work covered by guarantees or warranties) after a Notice of Completion has been filed. If work required by the contract documents is performed after a Notice of Completion has been filed, the notice is invalid, leaving the Facility vulnerable, since work has been certified as received and warranty or guarantee periods have started. If the Facility wishes to file a Notice of Completion before all of the work of the contract has been completed, then the Facility must execute a deductive change order to exclude the incomplete work from the contract.
- **Outstanding Claims.** Resolution of outstanding claims is not a condition of contract completion. File the Notice of Completion within 15 days after Final Completion even if outstanding claims are not yet resolved.
- **Stop Payment Notices.** Filing the Notice of Completion or Notice of Cessation within 15 days of final completion starts the 30-day stop payment notice period. If the Notice of Completion or Cessation is not filed within 15 days of Final Completion, the stop payment notice period is extended 60 days for a total of 90 days from the date of acceptance (Final Completion).
- The University is required to provide stop payment notice claimants with the date of acceptance (Final Completion) of the Project or the recordation of the Notice of Completion or Notice of Cessation. The Project Manager must inform the Campus Plant Accountant of the status of acceptance (Final Completion)

and of recordation of the Notice of Completion or Notice of Cessation within fifteen (15) days of acceptance (Final Completion) of the Project. See California Civil Code sections [9200-9208](#), [9356](#).

18.6 Final Payment and Release of Retention

When the work is found to be complete, the contractor makes a final Application for Payment. The University's Representative then issues a final Certificate for Payment constituting final acceptance of the work by the University. Final payment and any remaining retention becomes due after the contractor submits the following to the University's Representative:

- Final Application for Payment and all required submittals.
- Conditional releases from contractor and subcontractors entitled to receive any portion of the final payment. (optional)
- As-built documents.
- All operating and maintenance data for equipment installed in the project ([see Operating and Maintenance Data](#)).
- All guarantees ([see Correction of Defective Work](#)) and warranties from the contractor, from subcontractors, and from suppliers.
- All other submittals required by the contract documents.

The final payment shall be paid not more than 10 days after University's Representative issues the final Certificate for Payment. Retention shall be released 35 days after the Notice of Completion is recorded. Acceptance of final payment by the contractor constitutes a waiver of all claims except those previously made in writing and identified by the contractor as unsettled at the time of final Application for Payment.

18.7 Stop Payment Notices

A stop payment notice is a legal notice submitted to the University by a construction subcontractor, supplier, manufacturer, distributor, or another party to withhold amounts due the contractor in an amount sufficient to satisfy stop payment claims regarding labor and materials furnished to the contractor for the work. Stop payment notices are processed by the Facility's accounting office, and stop payment notice procedures are given in the University of California Accounting Manual. Stop payment notices received by the Facility must be sent in a timely fashion to the Facility's accounting office. The Facility withholds funds equal to 125 percent of the stop payment notice amount. The bidding documents must specify the office name and address where stop payment notices and preliminary notices are to be received for the project. This information is to be included in the Project Directory. Procedures for Stop Payment Notices regarding plant accounting are available in the [plant accounting policy document](#).

Chapter 19: Project Closeout

Updated Mar 12, 2026

This chapter addresses procedures required by the Facility that extend beyond the requirements of the construction contract.

19.1 Final Budget

When each capital improvement project is completed, and the account containing the project funds is closed out, the project budget is amended as required to show actual costs in each category.

19.2 Closeout of Projects Funded by Federal Grants

Post-Grant Administration. Contact the applicable grant agency or agencies to verify that all reviews and approvals have been completed.

Post-Construction Space Audit. Contact the applicable federal grant agency to ensure that all post-construction space audits have been completed.

19.3 Correction of Defective Work

The state civil code establishes specific obligations of the contractor to correct defective work, that is, patent and latent defects.

19.3.1 Patent and Latent Defects

A patent defect is a defect that is known or observable during the course of construction and before Final Completion. A latent defect is a defect that is not visible or active during construction or before Final Completion. The [California Code of Civil Procedure Sections 337.1](#) and [337.15](#) contains statutes of limitations on patent and latent defects. For patent defects, the University has the right to recover damages up to four years after the defect is discovered. For latent defects, the University has the right to recover damages up to 10 years after the date of Final Completion.

19.3.2 Reporting Defects and Deficiencies

Defects and deficiencies are sometimes discovered by Facility operation and maintenance personnel during the Guarantee to Repair Period or within the statutes of limitations for correcting defects. Defects and deficiencies must be reported to UCL. The procedures for reporting defects and deficiencies are contained in [Volume 6: Plant Operations and Maintenance](#) because the project is turned over to the Facility's operation and maintenance department upon Final Completion.

19.3.3 Personal Injury Caused by Inadequate Design or Poor Construction

Defects or deficiencies in the work may result from inadequate design or poor construction. The statutes of limitations discussed in Patent and Latent Defects apply to property damage but not to personal injury. There is no statute of limitations for personal injury damage. For example, if a wall collapses 20 years after the wall is completed, and the reason for the collapse is found to be inadequate design, the design professional is still liable for any personal injury caused.

19.3.4 Post Construction Meeting

During the eleventh month following substantial completion or final completion, the University conducts a walk-through for the purpose of detecting deficiencies and reviewing guarantees, warranties, bonds, and service and maintenance contracts. A list of all deficiencies noted must be issued to the contractor along with instructions to make corrections as required and in accordance with the terms of the General Conditions of the construction contract.

Chapter 20: Project Quality Management Program

Updated Mar 12, 2026

This chapter sets forth requirements and procedures for establishing the construction phase portion of a Project Quality Management Program. Quality requirements for construction projects are established first by The Regents, next by the President, and then by the Facilities. Quality is measured by conformance to requirements established by facilities management personnel. Project quality is ultimately appraised by the Facility client.

20.1 Program Goals

The goal of the construction phase of the Project Quality Management Program is to ensure that the construction of a project meets the quality requirements established by a Facility. To accomplish this goal, facilities management personnel must perform the following functions for the project team to ensure the desired quality of the constructed project:

- Establish requirements
- Build teamwork
- Supply resources
- Evaluate performance

20.1.1 Project Team Members

During the pre-design and construction phase the project team should consist of the following principal parties and their associates:

1. University
 - Client
 - University's Representative
 - Planning staff
 - Budgeting staff
 - Facilities management staff
 - Facility Fire Marshal
 - Facility police
 - Facility environmental, health, & safety staff
 - Project Manager (University employee)
 - Project Manager (outside professional)
 - Construction Manager (outside professional or University employee)
2. Design Professional
 - Executive design professional
 - Design professional's consultants
 - University design consultants
3. Constructors
 - Construction contractor
 - Subcontractors
 - Project representatives
 - Construction Manager (acting as contractor)

20.2 Program Scope

During the construction phase, a Project Quality Management Program includes the following:

- Quality management planning and implementing policies, procedures, and requirements.
- Quality control, ensuring that work is being performed and that work is being checked prior to its acceptance.
- Quality assurance verifying that quality control tasks are being performed.
- Continuous quality improvement, continually pursuing improvement in the quality of the construction process.
- Quality costs redoing a construction item, even when this increases the item's cost.

20.3 Program Requirements and Procedures

The first and most basic step in establishing the construction phase portion of the Project Quality Management Program is to formulate written requirements that specify the roles and responsibilities of project participants. The Facilities Manual establishes basic University requirements; additional requirements should be established by the respective Facility or by the project team through a [partnering](#) effort.

20.4 Teamwork

A Project Quality Management Program should not only address technical issues but should also address people-related issues and encourage teamwork. Construction technical issues include checklists, inspections, interdisciplinary plan checks, other reviews, and possibly value engineering. People-related issues include encouraging commitment to the project, building teamwork, defining expectations, and "partnering." Cooperation within the project team should have started early in the project process.

20.4.1 Partnering

In the context of the construction phase portion of a Project Quality Management Program, "partnering" means:

- Defining expectations of the University, the design professional, and the Contractor's project manager or construction manager.
- Reviewing procedures ensuring that procedures reflect each project team member's expectations.
- Resolving conflicts reviewing and modifying mechanisms set up early in the project for resolving conflicts and for periodic progress reviews.

20.5 Program Resources

At minimum, the Facility should provide the budget, personnel, and time necessary to meet quality requirements for each project phase ([see Program Requirements and Procedures](#)). This task is accomplished through decisions made by facilities management staff.

20.6 Evaluation by the Project Team

Periodically during active construction and upon completion of the construction phase, members of the project team should evaluate the team's performance as a whole. In evaluating a project for quality, the project team should:

- Define expectations.
- Define problems.
- Determine what is needed to rectify problems.
- Estimate needed resources.
- Determine if the project cost or program needs refining.

Team evaluation will assess team performance in accomplishing project quality goals by considering the team's:

- Effectiveness in relation to established quality requirements.
- Efficiency (staying within budget).
- Timeliness (remaining on schedule).

- Compliance with imposed constraints as stated in policies, procedures, and programs.
- Teamwork.

Evaluations can be made by completing evaluation forms predesigned with questions and data entry requests developed on an objective basis.

Volume 6: Plant Operations and Maintenance

Updated Feb 12, 2026

Chapter 1: Plant Operations and Maintenance

Updated Mar 13, 2026

This chapter addresses the goals of plant operations and maintenance (OMP), components of operation, the definition of maintenance, repair and requirements for purchasing services.

1.1 OMP Program Goals

The inclusion of the following goals should help a Facility formulate a successful OMP program:

1. Provide functional facilities that (a) meet the University's requirements; (b) have an environmentally acceptable atmosphere for students, faculty, and staff; and (c) ensure the health and safety of all personnel.
2. Perform maintenance on a periodic basis.
3. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned, included in the budget cycle, and completed in a timely manner.
4. Identify and implement possible improvements that will reduce costs, improve service, and result in more efficient operation.
5. Establish a capital asset restoration and renewal (also known as “deferred maintenance” or “DM”) list by collaborating with the UCOP ICAMP Program.
6. Follow an orderly program so that administrative costs are minimized and the workload for personnel is maintained at a relatively constant level.
7. Conserve energy and resources by ensuring maximum operating efficiency of energy-consuming equipment and systems.
8. Maintain credible relations with users by providing well-maintained facilities and information on planned maintenance activities.
9. Establish data collection systems that create supervisory and management control reports with uniform reporting formats and achieve continual feedback of information among departments through communications and manuals.
10. Institute systems for reporting historical data and operating statistics and maintain trend lines and indices of operating effectiveness.

1.1.1 Environmental Health and Safety References

Current UC policy as of 2005 can be found on: [UC Policy on Management of Health, Safety and the Environment](#)

1.1.2 Health Care Accreditation Requirements

The five UC teaching hospitals must comply with the standards of The Joint Commission ([TJC](#)) and the Joint Commission International (JCI). The standards of these commissions address all aspects of operation and maintenance.

1.2 Operation

Facilities operation is the provision of day-to-day services required to operate the University's buildings and grounds. Each campus will operate its Facilities in the most efficient manner to provide timely, effective, and economical plant operation in support of the UC's mission of teaching, research, and public service.

1.2.1 Services

Services should be considered procuring labor performed by another party that may or may not produce a tangible commodity. Service work includes custodial work, window washing, rubbish and waste removal, security guards, transportation, software development, clothing rental, laundry, tests and analysis, film processing, and equipment. [See Materiel Management Policy: Business and Finance Bulletin; UC Presidential Policies: "University Guidelines on Contracting for Services;" UC Facilities Manual Volume 4 "Construction Contracting & Construction Documents."](#)

1.3 Construction

Construction consists of moving, demolishing, altering, upgrading, renovating, installing, or building a structure, facility, or system according to a plan or by a definite process. Construction consists of the application of any of these techniques to physical plant facilities such as structures, utilities, excavations, landscaping, site improvements, drainage systems, roads, and any building additions, deletions, or any modifications of such facilities.

Painting projects where the value of the project exceeds \$25,000 is considered construction and must be competitively bid pursuant to [PCC 10505\(b\)](#). Upgrading or replacing a building system in its entirety when it has exceeded its useful life is generally considered construction, not maintenance and is subject to [PCC 10500-10506](#).

1.4 Project

As defined in the [PCC 10500-10506](#), a project includes the erection, construction, alteration, repair, or improvement of any UC structure, building, road, or other improvement that will exceed in cost, including labor and materials, a total of fifty thousand dollars (\$50,000) and for painting this number is twenty five thousand dollars (\$25,000). If a project falls within the statutory definition, the project must be competitively bid.

1.5 Infrastructure

Infrastructure and utility systems are defined as any system controlled and maintained by the UC that services or is available to service multiple UC structures, buildings, or improvements. An example of a utility system included in this definition would be the domestic water system; an example of a system not included could be a phone system maintained by an outside provider.

1.6 Maintenance

Maintenance is the upkeep of property, machinery, systems, and facilities, including buildings, utility infrastructure, roads, and grounds. Maintenance consists of those activities necessary to keep facilities and systems operational and in good working order. It consists of the preservation, but not the improvement, of buildings, grounds, other real property and their components. Maintenance may include replacement of components of equipment or building systems (roof, flooring, HVAC, etc.) if replacement is performed:

1. on a routine or recurring basis,
2. to bring the equipment or building system back to its fully functional state,
3. to ensure the equipment or building system retains its functionality for its anticipated useful life.

Subject to the above limitations, replacement of a component of a building system (for preservation, not improvement) is a form of maintenance when the replacement component is a duplicate, i.e., replacement-in-kind, or, if not, the replacement item is an upgrade because a duplicate component is obsolete or is no longer reasonably available. When the replacement is undertaken for the purpose of upgrading a system, it is not maintenance. Each [type of maintenance](#) is utilized by the different OMP functions to complete their tasks. Deferred capital asset replacement work or maintenance work constitutes a restoration and renewal deferred backlog. Work that is solely maintenance, as defined above, may be performed by either UC employees or under contract. If performed under contract, maintenance work is subject to non-construction competitive bidding requirements for contracts costing \$50,000 or more, regardless of the form of contract.

1.7 Types of Maintenance

Maintenance can be broken down into four types of categories: predictive/planned, preventive, unplanned/reactive, and emergency.

1.7.1 Predictive or Planned Maintenance

Planned maintenance, characterized by its routine or recurring nature, is the upkeep of property, machinery, and facilities, including buildings, utility systems, roads, and grounds characterized by its routine or recurring nature. Each campus' responsibility is to maintain its physical facilities to meet the University's mission. Predictive maintenance assesses asset conditions through the ICAMP Program to determine when asset maintenance should be performed. The main promise of Predictive maintenance is to allow convenient scheduling of corrective maintenance and to prevent unexpected equipment failures.

1.7.2 Preventive Maintenance

Preventive maintenance is that portion of the overall maintenance program that provides the periodic inspection, adjustment, minor repair, lubrication, reporting, and data recording necessary to minimize building equipment and utility system breakdown and maximize system and equipment efficiency. Preventive Maintenance Program procedures are designed to fulfill the needs of the Facility. The purpose of the program is to produce cost savings by:

- Reducing the downtime of critical systems and equipment.
- Extending the life of facilities and equipment.
- Improving equipment reliability.
- Ensuring proper equipment operation.
- Maintaining a pleasant overall appearance of the facilities.

1.7.3 Unplanned or Reactive Maintenance

Unplanned/reactive maintenance is the unplanned response to urgent but not emergency maintenance requests.

1.7.4 Emergency Maintenance

Emergency maintenance is the repair or replacement of Facility components and equipment requiring immediate attention because the functioning of a critical system is impaired or because health, safety, or security of life is endangered. Emergency maintenance supersedes all other categories of maintenance. To determine whether emergency maintenance falls within the exception to competitive bidding requirements, refer to [Emergency Repair](#).

1.8 Repair

If the work associated with replacement of a system's component(s) is greater than 50% of the replacement value of its system, such work should be considered a system replacement and shall be considered repair, subject to [PCC 10500-10506](#). This may require the submission of plans; the submission of calculations; construction

inspection requirements; and other data to ensure compliance with the California Building Code. In addition, if the value of the work associated with replacement of component(s) exceeds current U C Minor Capital Project limits, the Facility shall obtain Office of the President concurrence prior to proceeding with the work on the basis of maintenance work as defined in this Chapter.

Example of the difference between maintenance and repair:

1. A driver of a car loses control and hits an exterior air conditioning unit located on a slab adjacent to a University of California building. The unit is totally destroyed and the replacement cost inclusive of materials is \$75,000. Under the definitions above, the replacement of the unit would be maintenance, not repair.
2. The driver of a car loses control and hits an exterior support column of a University building. Inspection reveals that there is damage to the structure of the building. The work, which would need plans and specifications, required to ensure the structural integrity of the building would be considered a repair.

University facilities departments shall establish written policies and procedures to ensure the implementation of the correct distinction between maintenance and repair. As a minimum, these procedures must include approvals necessary when determining that a specific requirement in excess of \$50,000 for work on property, machinery, systems, and facilities, including buildings, utility infrastructure, roads, and grounds is maintenance especially if there is any indication that the work could be categorized as repair.

1.9 Emergency Repair

If a project is the result of an emergency due to an act of God, earthquake, flood, storm, fire, landslide, public disturbance, vandalism, or failure that causes damage and repairs that are required immediately to protect the public health, safety, and welfare, the work may be done on a time and materials basis, by contract based upon informal bids, by University of California employees, by day labor, or by a combination thereof. For this exception to apply, it is necessary for the facts to support the immediate need for repairs to protect public health, safety and welfare. Supporting documentation must be provided during the contracting phase of this event. An example of an emergency not covered by this exception would be vandalism causing extensive damage to the landscape where the damage does not present an immediate safety hazard to anyone. The work does not meet the test of “necessary to protect public health, safety, and welfare.”

1.10 Exceptions to Competitive Bidding

Unless a project meets the requirements of the exceptions below, all projects must be competitively bid. [PCC Chapter 2.1](#) specifically outlines contracting policy for the University. UC contracting policies and procedures are found in all sections of that chapter and must be clearly understood and followed, including remedies and penalties for noncompliance. “Any officer or employee of the University of California who corruptly performs any official act under this chapter to the injury of the University of California is guilty of a felony.” [See UC Contracting Policies and Procedures.](#)

1.10.1 Specialized Equipment

If a project is for “the erection, construction, alteration, repair, or improvement of experimental, diagnostic, or specialized research equipment” ([PCC10505\(a\)\(2\)](#)), the UC may elect to perform the project with UC employees. Such work must require specialized knowledge and skills not readily available by contract. The use of this exception requires that the equipment installed must become a permanent part of the structure, that any ancillary construction work to be performed by UC employees must be performed at the same time as the equipment installation and must be required in order to make the equipment functional or maintain its functionality, and be consistent with the requirements of the Stull Act.

1.10.2 Projects under \$50,000

UC employees may perform a construction project when the value of all labor and materials does not exceed \$50,000. [This limitation does not apply to maintenance work as defined in Specialized Equipment . A construction project may not be split in order to utilize this exception, e.g., performing \$40,000 of work with UC employees and issuing a contract or purchase order to a contractor for the remaining \$40,000 of an \$80,000 construction project. However, individual projects need not be combined into a single project. As an example, the planned repaving of a street is a single construction project even though it may consist of repaving several separate sections of that street. In contrast, the repaving of separate sections of that same street accomplished at different times in response to program planning, funding requirements, or unexpected events, could each be a separate construction project.

UC employees, subject to the \$50,000 limitation, may perform work on Infrastructure and Utility Systems necessary to support other construction projects or construction work; for example work required prior to and during the performance of a competitively bid project, e.g., rerouting and shutdowns of utilities and final connection of the project to the existing Infrastructure and Utility Systems. The coordinated work of multiple construction projects is not considered a single project; similarly, multiple discrete Infrastructure and Utility Systems requirements performed to support the same competitively bid project are each subject to the \$50,000 limitation.

Projects for the painting or repainting of a structure, building, road, or improvement of any kind may not be performed with University of California employees if the value of the painting or repainting project exceeds twenty-five thousand dollars (\$25,000). [See PCC 10505b.](#)

1.11 Design Services

Design services are services that require design professionals, such as architects and engineers, who evaluate conditions and, in the case of repair, provide design services. The selection of design professionals is subject to University policy and guidelines. State law requires design professionals and other consultants to be selected based on the procedures in the [PCC 10510.4-10510.9](#) as implemented by University policy. Guidance in contracting for [Design Services is found in Volume 3](#) of the FM.

Chapter 2: Restoration and Renewal Program

Updated Feb 24, 2026

This chapter specifies the inspection program and systems required to identify and track restoration and capital renewal needs. Restoration and Renewal are asset replacement work or maintenance work that were not performed when it was scheduled. The University inspects, tracks, and estimates the cost of all restoration and renewal through its Integrated Capital Asset Management Program (ICAMP). Capital renewal is the deterioration of buildings and infrastructure over time. Normally, these are larger projects and involve whole system replacement or renewal.

2.1 Facility Audit and Inspection Program

The Facility Audit and Inspection Program identifies, quantifies (provides budget estimates), and prioritizes restoration projects, capital renewal, and replacement projects according to the urgency of need and significance to the University's mission ([RD - Project Categorization Flow Chart](#)).

2.1.1 Facility Inspection and Project Identification

Facilities are physically inspected to identify restoration and capital renewal needs and/or projects. The facility infrastructure and building components should be inspected and documented in accordance with the comprehensive list of items in the [ICAMP](#) (*Login and password are available through UCOP*) Catalog. Note that inspection costs of the Facility Audit and Inspection Program are not allowable as a restoration or renewal item. The costs of work, including construction inspection, designing, scheduling, and advertising, are allowable restoration or capital renewal items.

2.1.2 Prioritization

Each identified project shall be prioritized according to their adopted risk evaluation formula. Below is an ICAMP priority rating that is an excellent foundation for this criteria:

- **Priority 1: Currently Critical (RED).** These are needs and/or projects which require immediate action to return a facility to normal operation, stop accelerated deterioration, or correct a cited safety hazard, especially those conditions which potentially impact an entire Campus or pose a significant risk to health and safety. Examples of such conditions would be:
 - Campus impact: A Campus-wide chilled water system is in imminent danger of failing. Failure would make all buildings non-functional.
 - Health and Safety Impact: Previously undiscovered dry rot has compromised structural beams. The building cannot be safely used without immediate repair.

- **Priority 2: Potentially Critical (YELLOW).** These needs and/or projects could become critical within a year if not corrected. Situations in this category include intermittent interruptions, rapid deterioration, and potential safety hazards.
- **Priority 3: Necessary, Not Yet Critical (GREEN).** These needs and/or projects include conditions requiring attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if not addressed within the next 2-5 years.

When determining a need and/or project priority, the impact upon the University’s mission and the potential for failure should be a consideration in prioritizing restoration and capital renewal needs.

2.1.3 Further Project Categorization

Upon completing the Facility Audit and Inspection Program procedure, categorize projects as restoration or capital renewal and replacement following the Project Categorization Flow Chart.

2.1.4 Restoration or Capital Renewal Projects

A restoration and capital renewal project should be limited to a specific work item or set of integrally related work items in (1) a single building, or group of buildings (2) a clearly identifiable component of a grounds area, or (3) a utilities system. The project should be accomplished under a single contract or work order. For administrative simplification, no restoration or renewal project should be smaller than \$5,000. For planning, budgeting, and implementing purposes, similar work items of small value may be aggregated to make a reasonably sized project if the items are of equal priority. However, major work items in individual buildings, separately identifiable grounds areas, or utilities systems are considered separate projects and should not be aggregated unless specifically approved.

2.1.5 Integrated capital asset management program (ICAMP)

ICAMP, “deconstructs” state funded campus buildings into system and subsystems. Asset replacement needs (“opportunities”) are identified via inspection and tracked in ICAMP. Each system is assigned a life cycle and a unit renewal cost based on the expected life cycle and components. All space data in ICAMP is extracted directly from the University's official space inventory maintained in the Equipment, Facilities & Assets (EFA) database. When building systems are renewed and replaced (such as the complete replacement or renewal of a building HVAC system), ICAMP needs to be updated by the campus representative to reflect these capital investments.

2.1.6 Data Governance

Effective data management is important to the success of a Facility's OMP program. Three suggested OMP data management goals are:

1. Establish data collection systems to develop:

- Uniform reporting formats.
 - Supervisory and management control reports.
 - Continual feedback of information between departments through communications and manuals.
 - Web-based, campus user interface.
2. Institute systems for reporting historical data and operating statistics.
 3. Maintain trend lines and indices of operating effectiveness.

2.1.7 Corporate Equipment, Facilities, and Assets System (EFA)

EFA is an information system that provides planning and management data on the existing physical plant. Specifically, EFA provides information on buildings, and rooms within buildings. EFA also serves as the Facility's official record of existing space. Each campus maintains and updates its own inventory. Once each year, campuses provide their inventory to the UCOP where the data are merged into the Corporate Equipment Facilities and Assets System.

2.2 Restoration and Renewal Funding Sources

2.2.1 State Funds

Currently there is not a State program dedicated to funding restoration, special repairs, or capital renewal. Renewal projects may be submitted for approval and funding under the “State Capital Improvements” program.

2.2.2 Non-State Funds

External Financing. External Financing for restoration and capital renewal may be available for eligible Campuses. Repayment of this financing is through the Campus’s share of Federal Indirect Cost Recovery

Auxiliary Enterprises. Auxiliary enterprises and equivalent non-state-supported units are responsible for funding the operation and maintenance of facilities or portions of facilities they use. These units are also responsible for funding the maintenance (including restoration and renewal) of roads, grounds, and utility service systems outside their facilities but used exclusively or almost exclusively to serve their facilities. Funds from the unit's operating income or reserves, or other appropriate non-state sources, should be used to pay for restoration and renewal. Capital renewal funding guidelines for Auxiliary Enterprises are found in: [Business and Finance Bulletin A-59, Costing and Working Capital for Auxiliary and Service Enterprises.](#)

2.3 Restoration and Renewal Lists

As funding becomes available from certain funding sources, the UCOP will issue specific instructions and formats for submitting requests for appropriation of these funds.

2.4 Reports of Defects and Deficiencies

The information in this article applies to defects and deficiencies associated with all facilities owned by or under the control of the University. The purpose of this section is to encourage timely reporting of defects or deficiencies and to provide guidance in determining responsibility for design and construction defects or deficiencies. See "**Recovery for Construction and Design Deficiencies in University Buildings,**" UC, UCL, **letter to chancellors and laboratory directors, Berkeley, CA, April 17, 1975.** To maximize the University's chances of recovery when contractors or architects refuse to accept responsibility for defects, UCL should be contacted early, before action is taken to correct the defect. If the defects are not reported, or reports are delayed, then the chances for recovery are lessened. Two main factors account for the delays or failures to report defects or deficiencies to Counsel:

1. Problems are observed but are not considered serious and therefore are not reported. In some cases, remedial work is undertaken which alters conditions and compromises legal recovery efforts.
2. Defects are observed and are recognized as being serious but are not reported because of the erroneous assumption that the University has no further rights since the guarantee period or statute of limitations period has expired.

2.4.1 Guidelines for Reporting Defects and Deficiencies

Initial Evaluation. Discuss defects and deficiencies among staff, and as soon as possible, contact UCL for advice. The following steps should then be taken:

- Using technically competent Facility personnel or outside experts, evaluate and document the extent and seriousness of the defect.
- Have UCL prepare suitable demand letters.

Note that some defects present an emergency where remedial measures must be accomplished immediately. The Facility administrator must decide how to proceed to protect life and property; however, if recovery is to be affected, the procedures listed in this section should be followed as closely as possible.

Responsibility Refusal by Design Professional or Contractor. If a building deficiency is determined to be serious, and neither the design professional nor the contractor accepts responsibility for its correction, UCL should be contacted and provided with an adequate background statement of the problem. The objective of the background information is to get an overview of the problem early enough to maximize the effective alternatives available. An adequate background statement includes the following information:

1. A brief description of the nature and scope of the deficiency.
2. A concise summary of the design history of the problem: i.e., the specific program given to the design professional, whether any design recommendations for the deficient areas were vetoed for budget or other reasons, what the construction documents required, what the contractor installed, the extent of the design professional's approval of shop drawing submittals, substitution requests, and field changes, and the installation made.

3. A copy of all specification provisions and pertinent drawings applicable to the deficiency (including any applicable general or special guarantee provision) and a brief explanation in layman's terms of technical portions of the construction documents transmitted.
4. A concise statement of the construction history of the defect including the approximate time of installation, when the deficiency first developed, a brief outline summary of any pertinent correspondence, job meetings, minutes, and inspector's reports bearing on the problem (with full copies of such documents attached), the date of project acceptance, and the duration of any guarantee applicable to the deficiency.
5. A description of the extent of any corrective action attempted indicating what it was, who recommended it, who performed it, and when.
6. A description of the present condition of the deficiency.
7. A description and statement of estimated cost for corrections which will probably be required.
8. An expression of Facility opinion as to the responsibility for and cause of the defect coupled with a brief statement of the facts supporting that conclusion.

Expressing Opinion on Responsible Cause. The initial expression of opinion as to who is responsible for a defect or deficiency should be made by Facility personnel if they have the technical competence. In cases when employment of an outside expert is necessary to augment Facility capabilities, UCL should have an advance opportunity to evaluate the potential forensic ability of such an expert. If such an expert is not retained by or at the request of Counsel, the expert's report on the problem probably cannot be kept confidential in the event of litigation, and the expert may be subject to being deposed as a witness.

Preservation and Documentation of Evidence. If litigation is a possibility, evidence of building defects or deficiencies must be preserved or documented and safeguarded. If not, there should be no expectation of recovery of damages by a lawsuit. Preserve and document evidence by:

- Retaining defective material.
- Taking photographs.
- Having a competent person examine the defect and express a technical opinion as to its cause.
- Retaining relevant correspondence and documents.

Confidentiality of Evidence. Parties to a lawsuit have broad rights to examine the files of their opponents. Most communications including memoranda to file which are not sent from a University employee to University Counsel may be inspected and used as evidence to oppose the University's case. To prevent this evidence from being revealed, follow these guidelines:

- Take care not to make any damaging admissions or reveal any weaknesses in the potential case.
- Evaluation of the University's prospects for recovery in potential litigation shall be made only by UCL.
- With the exception of item 8 in the background statement, avoid writing memoranda that contain admissions that may be against the University's interest, which include allocation of responsibility or explanations of or reasons for defects or deficiencies, or which comment on consultants' reports. When such memoranda are necessary, draft copies shall be sent to UCL for comment and for transmittal at Counsel's option.

2.4.2 Preventing Building Deficiencies

The deficient past performance of a design professional should be considered going forward.

Chapter 3: Energy and Water Conservation and Management

Updated Mar 6, 2026

3.1 Sustainability Conservation Standards and Guidelines

The following standards and guidelines support [the University's policy on energy and water conservation and management](#) in facilities operations. All new construction and repair projects shall engage their Campus Energy Manager and the Office of Sustainability to ensure all work is done in compliance with and in support of goals stated in [UC's Policy on Sustainable Practices](#). Application of the standards and guidelines shall not involve any measure that will violate applicable laws, be hazardous to health or safety, cause significant impairment of the instructional or research effort, or result in an unreasonable minimum standard of comfort.

3.1.1 Operational Guidelines

1. Implement system operation and maintenance on the basis of "least total cost," considering both labor and energy costs, and as required by Policy on Sustainable Practices.
2. Reduce running time of energy-consuming equipment through:
 - Equipment shutdown when not required (no continuous operation or idling when there is no demand).
 - Building use scheduling both on a daily and longer-period basis (e.g., vacations and between quarters).
 - Programs for selective load shedding of power in event of excessive peak usage.
 - Programs for reduced speed, for long periods, of various types of electric loads which can tolerate reduced-speed operation with only minor effect on the user (demand control).
3. Adjust lighting levels to no more than illumination requirements of CCR, Title 24, power use recommendations. Use group relamping programs where feasible.
4. Buildings designed under the Policy on Sustainable Practices should be operated according to their original design intent. Optimize heating, ventilating, and air conditioning (HVAC) systems (through modification by way of Capital Improvement Projects where necessary).
 - Within the interiors of buildings, temperatures between 68 degrees and 78 degrees Fahrenheit are considered to provide a reasonable standard of comfort. Thermostats should be set at 78 degrees in the Summer and 68 degrees in the Winter. These limits will not apply in areas where other temperature limitations are required by law or where special use of an area demands other limits.
 - Modify or adjust HVAC systems to avoid simultaneous use of heating and cooling energy use in the same zone or space wherever possible or minimize such simultaneous energy use within system limitations by resetting the system operating limits.
 - Optimize boiler and chiller plant (or equivalent) operation for best utilization of facility components and for achievement of maximum practical operating efficiency. Achieve optimum use of outside air or maximum practical energy recovery from exhaust air where 100 percent outside air is required

for building ventilation.

- Minimize the rate of air circulation within constraints of applicable laws, regulations, codes, or other necessary limitations.
5. Use water from on-site sources such as springs or wells where possible within environmental constraints.
 6. Install flow control devices such as low-flow shower heads and flush valves.
 7. Balance systems using once-through water to minimize flow rates and operate these systems only when required. Investigate options for replacement of once-through with closed loop systems when feasible. This guideline applies to landscape irrigation and mechanical equipment systems.
 8. Recycle wastewater when ease of conversion and code requirements allow; for example, modify once-through cooling systems to recirculate rather than discharge cooling water.
 9. Purchase equipment such as lasers, compressors, and vacuum pumps that do not require once-through water cooling systems.
 10. Develop and use reclaimed wastewater for irrigation. Consider off-campus reclaimed water supplies, where available, for this purpose.
 11. Have operating contingency plans at each Facility to curtail operation in the event of limitation of boiler fuel, electricity, or water supply. Base these operating contingency plans on the concept of progressive interruption to accommodate different levels of energy or water supply curtailment. Review and update contingency plans annually.
 12. Follow procedures adopted by the University from the governor's Executive Orders and California Department of General Services Management Memos.

See [ASHRAE Thermal Comfort Standards](#) (Publication Ordering Information).

3.2 Alternate Fuel Provision

3.2.1 Campus Contingency Planning

Recognizing the criticality of University Programs, Campuses are encouraged to isolate themselves from interruption of service through the combined use of on-site power generation, energy storage, fuel storage and fuel contracts. Campuses are encouraged to use a 14-day horizon for planning purposes. Specific planning provisions will be determined by the criticality of a Program, and its dependence upon fuel or electricity.

3.2.2 Hospital Facilities Requirements

For all UC Health facilities that fall under the jurisdiction of the California Department of Healthcare Access and Information (HCAI), please access the HCAI Building Safety guidelines for information on facilities, building plans and permits, seismic compliance, inspections, backup power requirements and more.

3.3 Utility Regulatory Agencies

This article contains procedures for active participation by University staff or other administrative units acting on behalf of the University during proceedings of the California Public Utilities Commission (CPUC) and equivalent regulatory activities of other government utilities agencies. Adherence to these procedures will ensure that (1) necessary legal and other services are provided to University participants before and during presentations to the CPUC and equivalent agencies, and (2) appearances and presentations by Facility or other administrative unit representatives will be consistent with University policies and interests regarding the regulatory matter.

3.3.1 California Public Utilities Commission (CPUC)

CPUC is a constitutionally created, quasi-judicial body having jurisdiction over matters concerning the operations of and rates charged by investor-owned utilities companies that serve the public throughout the state. The University's provision of natural gas, electricity, and telecommunications services is subject to CPUC decisions affecting these services. Customarily, the CPUC holds hearings under rules governing admission of testimony and rights of parties to take testimony from interested parties as part of its decision-making process. Such testimony may be a major influence in shaping the commission's final decisions. Other governmental agencies such as municipal utilities conduct regulatory proceedings in a similar manner. Because of the continuing importance of utility services and costs, the University must be involved in such proceedings to protect its interests. Cases may involve a single Facility or administrative unit or may involve the entire University system. Independent or uncoordinated participation by University representatives may compromise the University's interests and subsequent University options for appeals or other actions in these regulatory matters. [See "Public Utilities Commission, Rules of Practice and Procedure," California Code of Regulations, Title 20, Chapter 1;](#) and [Assembly Bill 2951 – chaptered 9/30/2006.](#)

CPUC Hearing Participation. Request assistance from the UCL prior to participation in CPUC or equivalent proceedings. Responsible staff should communicate with UCL and with the department in the UCOP responsible for Facilities operations or telecommunications. This will allow sufficient time for review, comment, and preparation of appropriate legal advice or a presentation for the proceeding. Coordinate response with UCL and the UCOP to any invitation from a serving utility agency, company, or the CPUC. Also notify those offices in advance of any self-initiated proposals by a Facility to participate in any regulatory proceeding. Avoid official University representation that might become a matter of record without such coordination. Coordination with the above offices is not necessary for routine informational communications with the CPUC or equivalent agencies or for non-participating spectator attendance at proceedings. "Routine" communications might include determining hearing dates and requesting copies of decisions. Each Facility or administrative unit should have a coordinator for CPUC (or regulatory agency) matters.

3.3.2 OMP Workload Categories

[Assembly Bill 2951, effective January 1, 2007](#), authorizes public entities providing utility services to charge the University just like any other of its customers. Such fees “should not exceed the reasonable cost of providing the public utility service.” If there are questions about the appropriateness of any public utility fee charged to a Campus, they should be directed to UCOP, Energy & Sustainability Unit.

Chapter 4: Emergency Management

Updated Feb 24, 2026

UC takes a comprehensive approach to prevent, mitigate, prepare for, respond to, and recover from any adverse event or disruption, including all types of emergencies and disasters. Facilities should be aware of and trained in their location's Emergency Operations Plan and other response plans and procedures. See [Systemwide Emergency Management and Business Continuity | UCOP](#); [UCOP "Policy on Safeguards, Security, and Emergency Management," 2006](#); [California Office of Emergency Services \(OES\) SEMS/NIMS Integration](#); and [Federal Emergency Management Agency \(FEMA\) National Incident Management System Guidelines](#).

4.1 Emergency Management Program

The University has voluntarily adopted the [National Standard for Emergency, Continuity and Crisis Management: Preparedness, Response, and Recovery \(NFPA 1660, 2024 Ed\)](#) as its systemwide programmatic guidance and benchmarking standard for campus-based emergency management programs. This collaboratively developed and widely adopted National Standard encompasses mitigation, preparedness, response, continuity, and recovery. It also covers criteria related to mass evacuation, sheltering and re-entry.

4.2 Standardized Emergency Management System (SEMS)

State law requires all state and local agencies, including the UC to use the Standard Emergency Management System (SEMS). SEMS is used by emergency response agencies statewide to coordinate response to multi-jurisdictional or multi-agency incidents, and to facilitate the flow of information and the rapid mobilization, deployment, and tracking of state and local resources. State disaster assistance programs require the use of SEMS for a campus to be eligible for full reimbursement of costs related to response. Facility planning shall incorporate the major elements of SEMS into their emergency plans and operations. By incorporating SEMS, each Facility will use the same basic emergency response organizational structure and terminology as all other city, county, and state agencies.

4.3 Facility Mutual Assistance

The University's facilities and operations are highly specialized and therefore require highly skilled and trained personnel to deal with emergency response and recovery operations. For this reason, it may be preferable to call upon internal University resources for assistance, rather than outside agencies or contractors.

The [UC Systemwide Emergency Management Mutual Aid Memorandum of Understanding](#) is a systemwide document that establishes a formal process for UC locations to request temporary assistance — personnel, equipment, technology or other resources — from other UC locations during an emergency. The MOU is

designed to augment (not replace) local or regional mutual-aid frameworks, ensuring UC-internal coordination and resource-sharing during emergencies or major events.

4.4 Post-Earthquake Response

After an earthquake, post-earthquake building inspections are critical for determining whether structures are safe to reoccupy and for identifying hazards that could lead to secondary injuries or damage. While licensed engineers or trained inspectors typically perform the formal structural evaluations, facilities staff play an essential frontline role in this process. Facilities staff may be the first to assess non-structural conditions—such as utility disruptions, water intrusion, fallen ceiling tiles, chemical spills, or damaged mechanical and electrical systems—and to communicate urgent findings to the Emergency Operations Center. Facilities personnel help implement immediate controls like shutting off utilities, securing unsafe areas, coordinating access for inspectors, and supporting documentation efforts.

4.5 Emergency Preparedness and Evacuation Checklist

A systemwide guideline and checklist has been developed to aid locations in incorporating the needs of individuals with disabilities ([see RD - UC Emergency Preparedness and Evacuation Checklist](#)). The designated facility representative is responsible for informing UCOP of their campus's status by submitting a completed checklist. The verification of campus programs will take place every quarter to ensure conformance with the checklist elements. Once conformance is achieved, this verification will occur annually. Questions regarding this system-wide guidance should be directed to UCOP Capital Programs Executive Director, Lauren Friedman at lauren.friedman@ucop.edu Questions on local evacuation procedures should be directed to your location's Emergency Management Office.