

GENERAL CONDITIONS

ARTICLE 1 - SUBCONTRACTORS. Contractor shall provide to University, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. No substitution of Subcontractors shall be made without University's written consent.

ARTICLE 2 - CHANGES IN THE WORK. University may order changes in the Work. Contractor shall not make any change in the Work or be entitled to any adjustment of the Contract Sum or Contract Time, except as provided in a written Field Order or Change Order signed by University. A Field Order may be issued by University without Contractor's signature to order Contractor to perform Work whether or not it represents a change in the Work. If there is a change in the Work, a Change Order is used to modify the Contract including but not limited to an adjustment of the Contract Sum and/or Contract Time. Any adjustment to the Contract Sum and/or Contract Time shall be in accordance with the provisions of the Contract.

ARTICLE 3 - PAYMENT. University agrees to pay monthly to Contractor an amount equal to the sum of the following:

- .1 Cost of the Work in permanent place as of the date of the Contractor's Application for Payment.
- .2 Plus cost of materials not yet incorporated in the Work, subject to limitations below.
- .3 Less amounts previously paid.

University reserves the right to withhold payments for Defective Work, stop notices, third party claims, failure to pay Subcontractors or suppliers, damages, disputed amounts and amounts owing by Contractor to University, or as otherwise provided by the Contract Documents.

Subject to the foregoing, University will make payment within 20 days after receipt of the approved Application for Payment with supporting data required by University.

ARTICLE 4 - RESOLUTION OF CLAIMS. Unresolved claims between University and Contractor, for which prompt written notice has been given followed by adequate supporting data within a reasonable time, shall be settled by an informal conference to meet and confer for settlement of the issues in dispute, followed by mediation as allowed by law, or, if agreed to by both parties, by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Unless otherwise directed by University, Contractor shall proceed with the Work regardless of any dispute or claim.

ARTICLE 5 - PROTECTION OF PERSONS AND PROPERTY. Contractor shall take necessary precautions for the safety and protection of persons and property in the areas of the Work.

ARTICLE 6 - USE OF SITE AND CLEAN UP. Contractor shall confine its operations to areas permitted by the Contract Documents and keep the Project site clean and free from unreasonable accumulation of excess dirt, materials, or waste caused by Contractor.

ARTICLE 7 - INDEMNIFICATION BY CONTRACTOR. Contractor shall indemnify, defend, and hold University harmless from and against all losses resulting from liability for damages due to bodily injury, personal injury, and property damage caused by a negligent act, omission, or willful misconduct of Contractor or any of its Subcontractors, agents, or employees.

ARTICLE 8 - INSURANCE. Contractor shall furnish and maintain insurance in the coverages and amounts specified in the Supplementary Conditions. Contractor shall require all Subcontractors to maintain Worker's Compensation and Employer's Liability insurance. Certificates for all required insurance shall be completed and submitted to University prior to University signing the Agreement.

ARTICLE 9 - BENEFICIAL OCCUPANCY AND SUBSTANTIAL COMPLETION.

University reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work ("Beneficial Occupancy") prior to completion of the Work and upon 10 days' written notice to Contractor. In such event, Contractor shall continue to maintain all insurance required under this Contract. At the request of the Contractor, the University's Representative will review the progress of the Work and determine the date when the Work is complete and in accordance with the Contract Documents except only

for completion of minor items which do not impair University's ability to occupy and fully utilize the Work for its intended purpose ("Substantial Completion").

ARTICLE 10 - CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD. "Defective Work" means any Work or portion thereof which is defective or otherwise does not conform with the requirements of the Contract Documents. "Guarantee to Repair Period" means a period of 1 year after the date of Substantial Completion of the Work or any longer period specified in the Contract Documents. Contractor shall, within 10 days after receipt of notice from University, (1) correct any Defective Work to University's satisfaction and (2) replace any other property which is damaged by the correction of Defective Work.

ARTICLE 11 - TERMINATION. University reserves the right to terminate this Contract for violation of any provisions herein or for performance of Work which remains uncorrected or unacceptable to University. University may also elect to terminate this contract for convenience upon written notice to Contractor. If the contract is terminated for convenience the Contractor waives all claims for loss of anticipated profits and damages and agrees that its sole and exclusive remedy is payment of the amount of the Contract Sum allocable to the portion of the Work properly performed as of the date of termination, less sums previously paid, plus any proven losses with respect to materials and equipment directly resulting from such termination, plus reasonable demobilization costs, plus reasonable costs of preparing a statement of costs, expenses, and losses in connection with such termination.

ARTICLE 12 - CONSTRUCTION BY UNIVERSITY OR SEPARATE CONTRACTORS. University may perform work on the Project site with University's own forces or with separate contractors.

ARTICLE 13 - STATUTORY REQUIREMENTS AND POLICIES. Contractor shall perform the Work in accordance with laws, statutes, the most recent building codes, ordinances, rules, regulations, lawful orders, and policies of all public authorities having jurisdiction over Contractor, University, or the Project, including, without limitation, the following:

1. Nondiscrimination. Contractor agrees as follows during the performance of the Work: Contractor shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Contractor will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.

2. Prevailing Wages. Contractor shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Section 1720 et seq. of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations.

The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. Contractor shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the job site. By this reference, such schedule is made part of the Contract Documents. Contractor shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the Work. Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the execution of the Work. Contractor shall forfeit to University, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Work done by Contractor or any Subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the Contract Sum or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. Contractor shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.

3. Payroll Records. Contractor shall, and cause all Subcontractors to, keep accurate payroll records and comply with all requirements of State of California Labor Code Section 1776.
4. Apprentices. Contractor shall, and cause all Subcontractors to, comply with all requirements of State of California Labor Code Sections 1777.5, 1777.6, and 1777.7 and State of California Code of Regulations, Title 8, Section 200, and the applicable sections that follow, regarding apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Contractor bears responsibility for compliance with this section for all apprenticeable occupations.
5. Work Day. Contractor shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in accordance with conditions provided by law. Contractor shall forfeit to University, as a penalty, \$25.00 for each worker employed in the execution of the Work by Contractor or any Subcontractor, for each day during which each worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the provisions of any law of the State of California. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.
6. Patient Health Information. Contractor acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Contractor shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or

shared. Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Contractor will report such actions immediately to the University Representative. Contractor will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Contractor will report to University Representative within five (5) days after Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

7. UC Fair Wage. Contractor shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$15 per hour) and shall comply with all applicable federal, state and local working condition requirements.
8. Execution of Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature unless it is unique to the person using it, capable of verification, created by public key cryptography or signature dynamics, and meets all requirements of California Government Code § 16.5 and California Code of Regulations 22000 through 22005.

ARTICLE 14 - RIGHT TO AUDIT. University and entities designated by University shall have the right to inspect, copy, and audit all books and records of Contractor relating to the Work. Contractor shall preserve all such books and records for a period of at least 3 years after the date of final payment to Contractor.

END OF GENERAL CONDITIONS