Exterior Fire Stair Repair – 100 McAllister

Provide labor and materials as required to prep, make designated repairs, and paint the exterior staircase at 100 McAllister (the Tower) in accordance with the Drawings, Specifications and Regulations attached hereto.

Work requires:

   a) Prep work, including scaffolding,
   b) Landing, tread/riser & stringer repair and replacement,
   c) Painting/coating of welded areas,
   d) Localized repair painting in corroded areas, and
   e) Job-site clean-up.

QUOTE

Total Lump Sum Quote $ _________________

Additional Requirements:

1. Contractor shall comply with the provisions of applicable California law including but not limited to Sections 1770, et. seq., of the Labor Code of the State of California.

2. _______________________________
   CSLB License Classification and #

3. Sample agreement attached.
Terms: Net 30 (default)
Circle discount: 2% - 10, Net 30 1% - 10, Net 30
Credit Card Accepted: YES or NO
Shipping (if appl): FOB Destination, Freight Prepaid
Deliver to: 100 McAllister Street, SF CA 94102
Is your firm currently debarred from performing work for public agencies? YES NO

X ______________________________________
Signature of bidder

UC Hastings Terms and Conditions attached and agreed to by signing.

_____________________________________
Company Name
1. SUMMARY OF WORK

A. The Work required to be performed by the Contractor consists of constructing and completing the “Project,” as defined and specified in the General Conditions, in accordance with the Drawings (Attachments 1, 1A, 1B), Specifications (Attachment 2), Lead Regulations (Attachments 3, 3A, 3B, 3C) and all applicable provisions of the Contract Documents and as verified on-site by the bidders concerning existing site conditions.

B. The Work includes furnishing all plant, labor, tools, equipment, appliances, materials, transportation, and services and in performing all operations necessary for and properly incidental to the construction and completion of the Project as indicated on the Drawings and as specified in these Specifications.

C. The Project generally consists of repairs to the west elevation steel stairs. Stair repairs include in part, localized replacement of landings, stair treads/risers, as well as localized repairs to stair stringers, stair pickets and stair railings. The project also includes localized painting/coating of the steel stairs. Contractor shall provide all necessary access to the stair structure.

D. Work under this Contract will generally include, but not be limited to the following tasks. (Refer to Drawings for specific locations). Quote should include:

   a. Install hoarding (construction barriers) to isolate the work area from the tenants and all persons that are not directly involved with the project. Owner's Representative and Architect/Engineer shall have full access to the work area.

   b. Protect the surfaces not scheduled for repairs from damage due to the construction.

   c. Welding work and welding details shall include all materials, accessories and labor, etc. to complete the welding repairs and welding replacements. It is expected that parts of the stair structure may be compromised/corroded so that repairs cannot be performed unless supplemental steel plates, steel channels, steel angles, etc. are welded to the stair structure to provide adequate backing before the Contractor is able to complete the welding repairs/welding replacements. The supplemental welding materials shall be ASTM G90 hot-dip galvanized and the uncoated supplemental metal (plate, channel, angle, etc.) shall be as thick as, or thicker than, the maximum thickness of the adjoining/adjacent metal members. Welding repairs shall include all cut-outs of existing corroded metal before welding repairs begin, complete with grinding of paints, primers and other contaminants to bright, bare metal before welding repairs begin. Contractor shall receive no additional compensation from Owner for the supplemental welding repairs, cut-out, cleaning, etc.
d. Provide all access to stair tower for Contractor's work of welding, painting, supplemental framing, etc., as well as all access to Architect/Engineer, special inspection/inspector, Owner's representatives, etc.

e. Replacement of localized stair landings.

f. Replacement of localized stair treads and risers.

g. Stair stringer repairs (localized). (Flange web repairs, etc.)
h. Stair stringer and picket repairs (localized).
i. Stair railing repairs (localized).

j. Localized touch up painting/priming of stair tower where welding and/or Contractor's Work has damaged the existing painting/coating on the stairs.

k. Contractor shall perform localized repair painting where existing conditions are corroded. This is in addition to the painting related to welding work and related to damages to paint by Contractor. Contractor shall provide access to stair structure as necessary so that Architect/Engineer can coordinate with the contractor to identify localized painting repair locations. Please refer to Attachment 3 for specifications.

1.2. COORDINATION WITH OCCUPANTS AND BUILDING MANAGEMENT

A. The Owner intends to occupy the premises throughout construction.

B. The Contractor shall cooperate with the building management and Owner to minimize conflict, and to facilitate Owner's occupancy.

C. The Work shall be scheduled to accommodate Owner's occupancy.

1.3. USE OF SITE/ACCESS TO SITE

A. Emergency Exits: Do not block emergency exits of building. Store material or other obstacles to assure a clear means of egress during emergency evacuation.

B. Construction Operations: Limited to areas indicated on drawings. Access to parking shall be maintained free of obstruction at all times during the entire operation.

C. Time Restrictions for Performing Work: 8:00 am to 4:30 p.m. Monday through Friday excluding holidays. Comply with local ordinances for noise pollution.

D. Utility Outages and Shutdown: Contractor shall notify the Owner of utility shut downs with a minimum of three days written notice before shutdown. Owner shall have final decision with respect to any scheduled utility shut downs.

E. Parking: Contractor is solely responsible for parking.
F. Site Storage: Contractor is solely responsible for storage of materials. Contractor shall not overload any part of building or exits with stored materials and/or debris.

G. Site Trailer: Contractor shall be solely responsible for offsite placement of site trailer, if Contractor requires a site trailer. Owner does not have on-site space for placement of site trailer.

1.4. REPAIR OF DAMAGED INTERIOR FINISHES

A. Repair damaged interior finishes upon completion of Work of the Project.

B. Repair nail pops, plaster damage, corner bead drywall cracks, tape cracks/breaks, etc. Tape gypsum board finishes, apply gypsum compound, patch plaster finishes, sand, prime and apply 2 coats paint corner-to-corner.

1.5. SCAFFOLDING/SWING STAGE/ACCESS

A. Contractor shall be solely responsible for providing full access to stair tower for repairs, painting, inspection, etc., including all preparation work for welding, painting, etc.

B. Contractor shall provide full time access to architect/engineer, inspectors/special inspector, etc. to access entire stair tower for welding repairs, coating/painting work, etc.

1.6. REGULATORY REQUIREMENTS

A. All work shall meet or exceed the requirements of the California Building Code (CABC), 2013 edition, local Building Code, latest edition, or the edition of the code applicable to the Project as interpreted by the applicable governmental agency.

B. References in the Specifications to "code" or to "building code," not otherwise identified, shall mean the foregoing specified codes, together with the additions, changes, amendments, and interpretations adopted by the enforcing agency, and in effect on the date of these Contract Documents. Nothing on the Drawings or in the Specifications shall be interpreted as requiring or permitting Work that is contrary to these rules, regulations, and codes.

C. Where other codes or standards are referenced hereinafter in these Specifications and Regulations, the affected work shall meet or exceed the applicable requirements of such codes and standards. When the latest edition of a standard is specified, it shall mean the latest edition in effect as of the date of these Contract Documents. When the Documents are not dated, the date of execution of the Agreement shall establish the date of the Contract Documents.

D. The code, specification, or standard referred to shall have full force and effect as though printed in these specifications.

E. Where the Drawings, Specifications or Regulations call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than
is required by said laws, codes, rule, and regulations, the provisions of the Drawings and Specifications shall take precedence over said laws, codes, rules, and regulations.

F. Where Specifications and Drawings are in conflict, the more stringent requirement and higher quality material as determined by the Architect/Engineer shall be followed at no change to contract amount.

G. All applicable Federal, State, and local laws, and the rules and regulations of governing utility districts and the various other authorities having jurisdiction over the construction and completion of the Project including the latest rules and regulations of the State Fire Marshall, Cal-OSHA and the State Safety Orders, and the California Labor Code shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though printed in these Specifications.
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ # 34-0007 Documents Posted</td>
<td>4/18/14</td>
</tr>
<tr>
<td>Mandatory Job Walk</td>
<td>4/24/14</td>
</tr>
<tr>
<td>11:00 a.m. <strong>Meet at UC Hastings.</strong></td>
<td></td>
</tr>
<tr>
<td>100 McAllister Street, San Francisco, CA 94102</td>
<td></td>
</tr>
<tr>
<td>Meet in the lobby, security check-in.</td>
<td></td>
</tr>
<tr>
<td>Questions Due</td>
<td>5/1/14</td>
</tr>
<tr>
<td>Questions must be in writing and sent to</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a></td>
<td></td>
</tr>
<tr>
<td>Answers provided by UC Hastings</td>
<td>5/6/14</td>
</tr>
<tr>
<td>Answers will be posted on the UCH Bids/RFPs</td>
<td></td>
</tr>
<tr>
<td>web page:</td>
<td></td>
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<tr>
<td><a href="http://www.uchastings.edu/about/admin-offices/purchasing-mail/bids/index.php">http://www.uchastings.edu/about/admin-offices/purchasing-mail/bids/index.php</a></td>
<td></td>
</tr>
<tr>
<td>Response Due Date/Time:</td>
<td>5/16/2014</td>
</tr>
<tr>
<td>Vendor responses due on or before 4:00 p.m. PT</td>
<td></td>
</tr>
<tr>
<td>Notice of Award (target date)</td>
<td>Week of 5/19/14</td>
</tr>
<tr>
<td>Start of Work (target date)</td>
<td>Week of 6/2/14</td>
</tr>
</tbody>
</table>
SAMPLE AGREEMENT FOR THIS PROJECT

 AGREEMENT  
 BY AND BETWEEN  
 UNIVERSITY OF CALIFORNIA  
 HASTINGS COLLEGE OF THE LAW  
 AND  
 CONTRACTOR

This Agreement is entered into by and between the University of California, Hastings College of the Law ("Hastings"), and __________. (Contractor"), whose address is ________________.

I. SCOPE OF SERVICE RENDERED
Contractor to perform

II. TERM OF AGREEMENT
The term of this Agreement shall be from

III. COMPENSATION
The cost of services shall be a lump sum in the amount of:

Any change in the compensation for the total number of rooms shall be based on the per room price.

IV. PAYMENT
Hastings will pay Contractor following completion of the described work upon submission of an invoice detailing the work completed under this agreement:

David Seward  
University of California  
Hastings College of the Law  
RFQ # 34-0007  
Exterior Fire Stair Repair  
100 McAllister Street  
Due: 5/16/14
200 McAllister Street  
San Francisco, CA  94102  

Payment Terms: **Net 30.**  

V. ADDITIONAL SERVICES / OTHER AMENDMENTS  

In its sole and absolute discretion, Hastings may order additional services outside the scope of Work. Contractor shall not make any change in the Work or be entitled to any adjustment of Contract Term or Compensation, except as provided by Hastings by means of a written amendment to this Agreement.

Any and all amendments are to be in writing, and negotiated by both parties.

VI. TERMINATION CLAUSE  

In the event Contractor fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) calendar days of notice to Contractor. In the event Contractor fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

Either Hastings or Contractor may terminate this agreement without cause with a 30-day written notice.

VII. EXAMINATION OF RECORDS  

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Contractor involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

VIII. COORDINATION  

Contractor, in performing services described herein, will coordinate and report to:

______________  
U.C. Hastings College of the Law  
200 McAllister Street  
San Francisco, CA  94102  

RFQ # 34-0007  
Exterior Fire Stair Repair  
100 McAllister Street  
Due: 5/16/14
Contractor is immediately to inform _____, or their designee, of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Contractor agrees to meet on a regular basis with Hastings management to review the progress of the work to be performed by Contractor and any unanticipated problems or issues.

IX. INSURANCE AND INDEMNIFICATION

Hastings and its officers and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Contractor, and Contractor will fully indemnify and protect Hastings and its officers and the State of California from and against same. In addition to the liability imposed by law upon Contractor for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Contractor, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Contractor hereby assumes liability for and agrees to hold Hastings and its officers and the State of California harmless and indemnify Hastings and its officers for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any intentional or negligent acts or omissions of Contractor, its subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors.

Contractor will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of $500,000; and Employer's Liability, Comprehensive General Liability and Auto Liability, each in the amount of $1,000,000. Such insurance policies shall name UC Hastings, its officers, employees and the State of CA as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. Contractor shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

X. EXCUSABLE DELAY

Contractor shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Contractor. Provided, however, that Contractor shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Contractor an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

RFQ # 34-0007
Exterior Fire Stair Repair
100 McAllister Street
Due: 5/16/14
XI. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California.

XII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator’s fees, administrative fees, witness fees and attorney’s fees.

XIII. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings: If to Contractor:

David Seward, CFO
University of California
Hastings College of the Law
200 McAllister Street
San Francisco, CA 94102

Any change of address of Contractor shall immediately be communicated in writing to Hastings.

XIV. NONDISCRIMINATION

During the performance of this Agreement, Contractor shall not discriminate unlawfully against any employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetics), marital status, age, sex or sexual orientation.

XV. DRUG-FREE WORKPLACE CERTIFICATION

RFQ # 34-0007
Exterior Fire Stair Repair
100 McAllister Street
Due: 5/16/14
Contractor certifies compliance with Government Code Section 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

XVI. W-9 FORM

As required by Hastings, Contractor must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

XVII. ONSITE PARKING

There is no parking allowed in the college’s loading dock at 200 McAllister. Contractor may utilize the loading dock space to unload/load tools and materials, but then must park offsite.

There are yellow zones located adjacent to the 100 McAllister Tower.

XVIII. LABOR CODE PROVISIONS - GENERAL PREVAILING WAGE RATE

Contractor shall comply with the provisions of applicable California law including but not limited to Sections 1770, et. seq., of the Labor Code of the State of California.

XIV. CONFLICT OF INTEREST

A. Contractor will not hire any employee of Hastings to perform any service covered by this Agreement.

B. Contractor affirms that to the best of Contractor’s knowledge, there exists no actual or potential conflict between Contractor’s family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.
XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: ____________________________  Dated: ____________________________
UNIVERSITY OF CALIFORNIA  CONTRACTOR
HASTINGS COLLEGE OF THE LAW

By: ______________________________  By: ______________________________
David Seward  
Chief Financial Officer  
Name: ______________________________  Title: ______________________________

______________________________  ______________________________
Approved as to Form:  Federal Tax I.D. Number
Dated: ____________________________

______________________________  License # ______________________________
Elise K. Traynum  as issued by CSLB
General Counsel

RFQ # 34-0007
Exterior Fire Stair Repair
100 McAllister Street
Due: 5/16/14