

# UNIVERSITY OF CALIFORNIA, SANTA BARBARA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES

Building 439

Santa Barbara, California 93106-1030

Telephone (805) 893-3356

Fax (805) 893-8592

**SENT VIA:** ☐ FAX ON THIS DATE  
☐ HAND DELIVERY ON THIS DATE  
☒ FEDERAL EXPRESS ON THIS DATE  
☐ UNITED PARCEL SERVICE ON THIS DATE

HOLDERS OF PLANS AND SPECIFICATIONS:

Ocean Science Education Building – Phase I

Project No. FM090295L/981220

**Addendum No. ONE**

November 23, 2009

Enclosed is **ADDENDUM NO. One** to the Construction Documents on the above-captioned project.

Bid date has been changed from Monday, November 30, 2009 at 2:30 P.M. to **Thursday, December 3, 2009 at 2:30 P.M.** to be held at:

CONTRACTING SERVICES  
Facilities Management, Bldg. 439,  
Door #E, Reception Counter  
University of California, Santa Barbara  
Santa Barbara, CA 93106-1030.

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.

A handwritten signature in black ink, appearing to read "Anna Galanis".

Anna Galanis  
Director, Contracting Services

## ADDENDUM NUMBER ONE

to the

Construction Documents  
November 23, 2009

### GENERAL

The following changes, additions or deletions shall be made to the following document(s) as Indicated; all other conditions shall remain the same.

#### I. ADVERTISEMENT

##### Item No.

1. Advertisement for Bids, second page, first paragraph, **CHANGE** to read in its entirety as follows:

“Bid Deadline: Sealed bids must be received on or before 2:30P.M. on Thursday, December 3, 2009. Sealed Bids will be received only at: Contracting Services, Facilities Management, Building #439, Door E, Reception Counter, University of California, Santa Barbara, Santa Barbara, California, 93106-1030.”

#### II SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

##### Item No.

1. Number 4, **CHANGE** to read in its entirety as follows:

“Bid will be received on or before the Bid Deadline: 2:30P.M., Thursday, December 3, 2009, and only at: Contracting Services, Facilities Management, Building #439, Door E, Reception Counter, University of California, Santa Barbara, Santa Barbara, California, 93106-1030.”

### III BID FORM

Item No.

1. Bid Form, **REPLACE** in its entirety with attached “Revised Bid Form, Revised per Addendum One, 14 pages. Any Bids not submitted on the “Revised Bid Form, Revised per Addendum One will be rejected.

### IV SUPPLEMENTARY CONDITIONS

Item No.

1. Number 12, 14.4, “Payroll Records, “.1”, first sentence, **Change** to read as follows:  
“Contractor and every Subcontractor required to submit certified payrolls shall use the FM International Labor Compliance Program software “LCPtracker” provided by the University.”

Item No.

2. **ADD** Number 13, to read as follows:

“13. **Financial Assistance Award**

Contractor is advised that this project is funded in part by a Financial Assistance Award administered by the United States Department of Commerce. The “Department of Commerce Financial Assistance Standard Terms and Conditions” (the “Terms”) issued by the Department, are applicable to this project, and are attached as Exhibit “A”. UCSB is the grant recipient. Contractor shall comply with all requirements set forth in the Terms that are applicable to the grant recipient’s contractors, sub-recipients. Contractor shall also cooperate with the University in fulfilling the University’s obligations as set forth in the Terms. Contractor shall comply with all laws referenced in the Terms.”

### V EXHIBITS

Item No.

1. Exhibits, Table of Contents, **ADD** “Exhibit “A”, Department of Commerce Financial Assistance Standard Terms and Conditions”.

Item No.

2. Exhibits, **ADD** Exhibit “A”, Department of Commerce Financial Assistance Standard Terms and Conditions, 30 pages, attached.

VI SPECIFICATIONS

Item No.

1. Table of Contents, Division 1 – General Requirements: **ADD** section 01020, Allowances, pages 1-4. ”.

Item No.

2. **ADD** Section 01020, Allowances, 2 pages, attached.

Item No.

3. Section 01500, Construction Facilities and Temporary Control, Part 3, Execution, 3.04, Temporary Construction and Support Facilities Installation, **ADD** “Z” to read as follows:  
“z. Provide coffee maker, refrigerator and microwave oven for duration of project.”

Item No.

4. Section 08758, Skylight Operators, **REPLACE** in it’s entirety with Revised Section 08758, Skylight Operators, Revised per Addendum One, 3 pages, attached.

Item No.

5. Section 12213, Roll-Down Blinds, Part 1, General, 1.01, Description, “A”, **DELETE** “2. Exterior motorized roll-down blinds”.

Item No.

6. Section 12213, Roll-Down Blinds, Part 2, Products, 2.02, Interior Manual Window Shades, “E”, **ADD** the following:  
“E. Back fascia: Extruded aluminum that continuously fits on the end and center brackets as a on-piece section over shadeband. Provide at locations as noted on the drawings.”

Item No.

7. Section 12213, Roll-Down Blinds, Part 2, Products, 2.03, Exterior Motorized Window Shades, **DELETE** in it's entirety.

Item No.

8. Section 12213, Roll-Down Blinds, Part 3, Execution, 3.02, Installation, "B", **DELETE** in it's entirety.

Item No.

9. Section 12216, Black-Out Blinds, Part 2, Products, 2.02, Manual Black-Out Blinds "C", **DELETE** in it's entirety.

Item No.

10. Section 12216, Black-Out Blinds, Part 3, Execution, 3.02, Installation, "B", **DELETE** in it's entirety.

Item No.

11. Section 15110, Valves, Part 2, Products, 2.9, Thermostatic Radiator Valves, "B", Manufacturers, **ADD** the following:  
"2. Braukman – V110D1000."

Item No.

12. Section 15920, Instrumentation and Control Devices for HVAC, Part 2, Products, 2.15, Surface Water Detectors, "A", **CHANGE** to read as follows:  
"A. Provide alarm on detection of water or moisture at locations as noted (such as condensate pans of fan coil units, bottom of elevator shafts, or roof top moisture sensing)."

Item No.

13. Section 15920, Instrumentation and Control Devices for HVAC, Part 2, Products, 2.15, Surface Water Detectors, **ADD** "G" to read as follows:  
"G. Roof top moisture sensor to be connected to building BMS system."

Item No.

14. Section 15920, Instrumentation and Control Devices for HVAC, Part 2, Products, **ADD** “2.17” to read as follows:

“2.17 Wind Sensor/Anemometer

A. To include wind speed. Wind Speed to be measured by a wind cup and magnetic switch.

B. Range: Wind Speed: 2-175 mph.

C. Accuracy: Wind Speed: +/- 2 mph or +/- 5% whichever is greater.

D. Resolution: Wind Speed: 1 mph.

E. Measurement Timing: Wind Speed Period: 2.25 Seconds.”

VII DRAWINGS

Item No.

1. C1.07A, Utility Plan- Detail, Sewer Line Construction Notes, Note 2, **CHANGE** to read as follows:  
“Construct 10” DIA. SDR35 PVC sewer line and all necessary fittings per Detail “O”, Sheet C3.03 ”.

Item No.

2. C1.07A, Utility Plan- Detail, Sewer Line Construction Notes, Note 4, **CHANGE** to read as follows:  
“Construct 6” DIA. SDR35 PVC sewer line and all necessary fittings per Detail “O”, Sheet C3.03 ”.

Item No.

3. C3.04, Details, Seawater Valve Station Vault, **ADD** sketches SK-4 and SK-5, Dated November 19, 2009. (Attached)

Item No.

4. A6.02a, Second Floor Reflected Ceiling Plan, **ADD** sketch SK-8, dated November 19, 2009. (Attached)

Item No.

5. A8.73, Courtyard Roof Details, **ADD** sketch SK-6, dated November 19, 2009. (Attached)

Item No.

6. A8.73, Courtyard Roof Details, **ADD** sketch SK-7, dated November 19, 2009. (Attached)

Item No.

7. M2.02, HVAC Second Floor Plan **ADD** sketch SK-2, dated November 19, 2009. (Attached)

Item No.

8. M4.01, Enlarged Mechanical Room Plans, Detail 1 Mechanical Room CINMS Building **REVISE** the “HVAC CONTROL PANEL” to “BMS. Power to BMS by Div. 16.”

Item No.

9. M4.01, Enlarged Mechanical Room Plans, Detail 3 Mechanical Room Section CINMS Building **REVISE** the “HVAC CONTROL PANEL” to “BMS. Power to BMS by Div. 16.”

Item No.

10. M5.02, Mechanical Schematics, Detail 4 Skylight Controls (Building Spine), **ADD** sketch SK-3. Dated November 20, 2009, (Attached)

Item No.

11. M5.02, Mechanical Schematics, Detail 4 Skylight Controls (Building Spine), **REVISE** “DDC” to “BMS”

Item No.

12. M5.02, Mechanical Schematics, Detail 4 Skylight Controls (Building Spine), **REVISE** plan note “POWER TO CONTROLLER (DIV 16) to “120V Power to Controllers (Div 16).

Item No.

13. M5.02, Mechanical Schematics, Detail 5 Skylight Controls (Room 2101), **DELETE detail in its entirety.**

Item No.

14. E0.02, One Line Diagram Load Calc, **REVISE** the building management control equipment identification to “BUILDING MANAGEMENT SYSTEM (BMS)”, from “FACILITY MANAGEMENT SYSTEM (FMS)” at top right of detail and to “BMS” from “FMS” adjacent to Panel “A”.

Item No.

15. E0.06, Light Fixture and Relay Schedule, **ADD** Sketch SK-1, dated November 19, 2009 (Attached)

Item No.

16. E0.06, Light Fixture and Relay Schedule, Lighting Fixture Schedule, S1, **REVISE** Manufacturer/Catalog No. to “LUMEC CAND241-60CW-PC-C-SE3-277--HS-SPW-BRTX-LMS51199C”, Ballast Type to “ELECTRONIC”, No. Lamps/ Lamp Type to “1/COSMOWHITE 60W/728”, Lamp Wattage to “60”, Fixture Wattage to “66”, Mounting to “Pole with Pole Base Detail 1 per attached sketch SK-1. Pole shall be made from a 4" (102mm) round extruded 6061-T6 aluminum tubing, having a 0.318" (8.1mm) wall thickness, welded to both the bottom and top of the anchor plate. Color to be bronze textured (BRTX). Application of a polyester powder coat paint. (4 mils/100 microns). The chemical composition provides a highly durable UV and salt spray resistant finish in accordance to the ASTM-B117-73 standard and humidity proof in accordance to the ASTM-D2247-68 standard. HID pole light UCSB standard with pole APR4W-14-BRTX-LMS1199C.”

Item No.

17. E0.06, Light Fixture and Relay Schedule, Lighting Fixture Schedule, Fixture Type, S1, Description, **ADD** “ Use minimum of 3000 psi concrete for pole foundation.



Item No.

18. E0.06, Light Fixture and Relay Schedule Lighting Fixture Schedule, **ADD**

“Fixture type S2 to the schedule. Fixture type S2 will be similar to fixture type S1 with the addition of “BA(2.2)” to the end of the Manufacturer/Catalog No. and the Description changed to “ HID pole light UCSB standard and double banner arms APR4W-14-BABD22(2)-BRTX-LMS1199C. Banner arms and Two-way (180°), upper and lower arms (2), banner arms made of steel tubing, 1 1/16" (27mm) outside diameter, breakaway-type lower banner arm, mechanically assembled to the pole, complete with a standard cast aluminum decorative ball. The first set of arms set approx. 8’-6” above the finished surface and the 2<sup>nd</sup> set approx. 12’- 6”above finished surface. Color to match pole.”

Item No.

19. E1.01, Electrical Site Plan, **REVISE**: One new light fixture at the east entry sidewalk and Lagoon Road from fixture to type S2 from fixture type S1.

Item No.

20. E1.01, Electrical Site Plan, **REVISE** “EXISTING TO BE RELOCATED” light fixture near the east entry sidewalk and Lagoon Road. Existing light fixture is to remain.

Item No.

21. E1.01, Electrical Site Plan, **REVISE** The lamp wattage for the two S1 fixtures along the bike path to “60” from “100”.

Item No.

22. E1.01A, Electrical Site Plan Add Alternate No.1, **REVISE** The light fixture at the east entry sidewalk and Lagoon Road to fixture type “S2” from fixture type “S1” and the wattage to “60” from “100”.

Item No.

23. E1.01A, Electrical Site Plan Add Alternate No.1, **DELETE** the “EXISTING TO BE RELOCATED” light fixture near the east entry sidewalk and Lagoon Road. Existing light fixture is to remain.

Item No.

24. E1.01A, Electrical Site Plan Add Alternate No.1, **REVISE** the lamp wattage indication for the two type S1 light fixtures at the north side of the site to “60” from “100”.

Item No.

25. E2.01, Power Plans First Floor, **REVISE** the detail callout directed at Room 1106 from “3/E5.01” to “3/E7.01”.

Item No.

26. E2.01, Power Plans First Floor, **REVISE** the detail callout directed at Rooms 1116, 1118, and 1119 from “2/E5.01” to “2/E7.01”.

Item No.

27. E2.01, Power Plans First Floor, **REVISE** the detail callout directed at Room 1221 and the LSS YARD from “4/E5.01” to “4/E7.01”.

Item No.

28. E3.02, Lighting Plans Second Floor, Detail 1 Lighting Plan Second Floor, **DELETE** all plan notes 13 with associated electrical symbols, total 11. See mechanical and architectural sheets for details.

Item No.

29. E3.02, Lighting Plans Second Floor, Sheet Notes, 13 **DELETE** Sheet Note 13.

Item No.

30. E3.02, Lighting Plans Second Floor, Sheet Notes, 19 **CHANGE** to read as follows:  
“19. (4) MOTORIZED SKYLIGHT CONTROL/POWER SUPPLIES.”

Item No.

31. E3.02, Lighting Plans Second Floor, Sheet Notes, 20 **CHANGE** to read as follows:  
"20. ROUTE ONE (1) INCH CONDUIT ONLY TO BUILDING MANAGEMENT SYSTEM (BMS) PANEL IN MECH ROOM 1115. BMS PANEL WILL PROVIDE CONTROL FOR THE SKYLIGHT OPERATORS."

Item No.

32. E3.02, Lighting Plans Second Floor, **DELETE** the nine (9) motorized sky light operators and associated conduit and wiring indicated in Room 2100. Refer to M2.02, 3/A8.72 and Specification section 08758 Skylight Operators.

Item No.

33. E3.02, Lighting Plans Second Floor, **DELETE** the two (2) motorized sky light operators and associated conduit and wiring indicated in Rooms 2101 and 2100.

Item No.

34. E7.01, Enlarged Power Plans, Detail 1 Enlarged Power Plan Second Floor **REVISE** the detail callout directed at Panel A in the LSS YARD from "4/E5.01" to "4/E7.01".

Item No.

35. E7.01, Enlarged Power Plans, Detail 2 Enlarged Power Plan First Floor **REVISE** the elevation callout directed at the north wall of Room 1116 from "5a/E5.01" to "5a/E7.01"

Item No.

36. E7.01, Enlarged Power Plans, Detail 2 Enlarged Power Plan First Floor **REVISE** the elevation callout directed at the south wall of Room 1116 from "5b/E5.01" to "5b/E7.01"

Item No.

37. E7.01, Enlarged Power Plans, Detail 2 Enlarged Power Plan First Floor  
**RELOCATE** the elevation callout directed to the east wall of Room 1104 to  
the east wall of Room 1116.

Item No.

38. E7.01, Enlarged Power Plans, Detail 2 Enlarged Power Plan First Floor  
**REVISE** the elevation callout directed at the east wall of Room 1116 from  
“6/E5.01” to “6/E7.01”.

Item No.

39. E7.01, Enlarged Power Plans, Detail 2 Enlarged Power Plan First Floor **ADD**  
the identifier “BMS” to the equipment located on the east wall of Room 1116.

Item No.

40. E7.01, Enlarged Power Plans, Detail 4 Enlarged Power Plan First Floor  
(Phase 2 N.I.C.) **REVISE** the detail callout directed at the conduit in the LSS  
YARD from “1/E5.01” to “1/E7.01”.

Item No.

41. E7.01, Enlarged Power Plans, Detail 5 Elevation Power Plan First Floor  
**REVISE** the elevation callout in Elevation 5a, directed at the east wall of  
Room 1116 from “6/E5.01” to “6/E7.01”.

Item No.

42. E7.01, Enlarged Power Plans, Detail 5 Elevation Power Plan First Floor  
**REVISE** the elevation callout in Elevation 5b, directed at the east wall of  
Room 1116 from “6/E5.01” to “6/E7.01”.

Item No.

43. E7.01, Enlarged Power Plans, Detail 6 Elevation Power Plan First Floor  
**REVISE** the elevation callout directed at the north wall of Room 1116 from  
“5a/E5.01” to “5a/E7.01”.

Item No.

44. E7.01, Enlarged Power Plans, Detail 6 Elevation Power Plan First Floor  
**REVISE** the elevation callout directed at the south wall of Room 1116 from  
“5b/E5.01” to “5b/E7.01”.

Item No.

45. E7.01, Enlarged Power Plans, Detail 6 Elevation Power Plan First Floor  
**REVISE** the identifier for the equipment located on the east wall from  
“HVAC CONTROL PANEL” to “BUILDING MGMT. SYSTEM (BMS)”.

Item No.

46. E7.01, Enlarged Power Plans, Detail 6 Elevation Power Plan First Floor  
**REVISE** the symbol placed above the BMS panel and below the transformer  
from the symbol for “CONTROLLER/STARTER FURNISHED WITH  
EQUIPMENT” to the symbol for “ENCLOSED CIRCUIT BREAKER” as  
indicated on plan sheet E0.01.

END OF ADDENDUM NO. ONE

REVISED BID FORM

Revised per Addendum One

FOR: Ocean Science Education Building Phase I

FM090295L/981220

UNIVERSITY OF CALIFORNIA  
SANTA BARBARA  
SANTA BARBARA, CALIFORNIA

October 2009

BID TO: University of California, Santa Barbara  
Facilities Management, Building 439  
Door E, Reception Counter  
Santa Barbara, CA 93106  
(805)893-3298

BID FROM:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Email Address)

DATE BID SUBMITTED

\_\_\_\_\_  
(Date)

**Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so may result in the BID being rejected as non-responsive.**

**1.0 BIDDER'S REPRESENTATIONS**

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 90 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within Four Hundred Twenty Five (425) calendar days after the date of commencement specified in the Notice to Proceed.

**2.0 ADDENDA**

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that has been issued for this Bid.

**3.0 NOT USED****4.0 LUMP SUM BASE BID**

\$   ,    ,    .

(Place Figures in appropriate boxes)

Bidder includes in the Lump Sum Base Bid the following allowances:

**Allowance #1:**

**\$149,312.00** for fully completing the Scope of Work as defined in Section No. 01020 "Allowances".

**5.0 SELECTION OF APPARENT LOW BIDDER**

Refer to the Instructions to Bidders for selection of apparent low bidder.

**6.0 UNIT PRICES**

The quantities set forth in the unit prices are estimates. University does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

**UNIT PRICE 1**

Unit Price for the assembly of Filter Fabric, Float Rock and Geogrid,  
(Description of Item)  
as specified in Section 01026, Unit Prices  
(Specification Section Number)

Estimated Quantity of units: 2000 Square Feet  
(MULTIPLIER)

\$    ,    .   **per Square Foot**  
(Place unit price figures in appropriate boxes)

**UNIT PRICE 2**

Unit Price for seeded, ground and sealed concrete flooring,  
(Description of Item)  
as specified in Section 01026, Unit Prices  
(Specification Section Number)

Estimated Quantity of units: 2000 Square Feet  
(MULTIPLIER)

\$    ,    .   **per Square Foot.**  
(Place unit price figures in appropriate boxes)



**7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS (Used As Basis For Award)**

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work:

\$   ,    .   x 60 **MULTIPLIER**

(Place Amount in Figures in appropriate boxes)

University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

## 8.0 ALTERNATES

In order for a Bid to be responsive, Bidder must submit an additive bid, a deductive bid, or a "no change" bid, for each Alternate listed below. Bidder shall mark the additive, deductive, or "no change" box for each Alternate. The failure to do so shall result in the Bid being rejected as non-responsive. The failure to quote an amount, unless the bidder marks the "no change" box, will result in the bid being rejected as non-responsive.

The Contract Time will change by the number of days, if any, specified for each accepted Alternate.

Alternate No. 1

Description: State the amount to be **ADDED** to the Lump Sum Base Bid for the Outreach Center for Teaching Ocean Science (OCTOS) and associated site work  
as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 1

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

	Add	\$		,		,		.		
--	-----	----	--	---	--	---	--	---	--	--

	<u>No Change</u> Bidder will perform alternate without change to Contract Sum.
--	--

If this Alternate is accepted, the Contract Time will be extended by 60 days.

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 2

Description: State the amount to be **ADDED** to the Lump Sum Base Bid for the Channel Islands Paving graphic for the Base Bid Building  
as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 2

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

☐ Add      \$ ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 3

Description: State the amount to be **ADDED** to the Lump Sum Base Bid for FSC-Certified wood for the Base Bid Building  
as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 3

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

☐ Add      \$ ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 4

Description: State the amount to be **ADDED** to the Lump Sum Base Bid for FSC-I-joist flanges for the Base Bid Building

as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 4

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

☐ Add      \$  ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 5

Description: State the amount to be **ADDED** to the Lump Sum Base Bid for FSC-Glulam for the Base Bid Building

as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 5

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

☐ Add      \$  ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 6

Description: State the amount to be **ADDED** for FSC-Certified Wood for Work in OCTOS Building

as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 6

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

☐ Add      \$  ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 7

Description: State the amount to be **ADDED** for FSC-1-joists flanges for Work in OCTOS Building

as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 7

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

☐ Add      \$  ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 8

Description: State the amount to be **ADDED** for FSC-Glulam for Work in OCTOS Building  
as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 8

Indicate by marking only **ONE** of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding boxes.

☐ Add      \$  ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

Alternate No. 9

Description: State the amount to be **DEDUCTED** from the Lump Sum Base Bid to provide  
Purplekote epoxy coated reinforcing in lieu of ZBAR for the Base Bid Building  
as specified in Section 01030, Alternates  
(Alternate Specification Section Number)

Bid for Alternate No. 9

Indicate by marking only **ONE** of the two boxes ("Deduct," or "No Change") and state the amount, if "Deduct" is selected, by placing figures in the corresponding boxes.

☐ Deduct      \$  ,  .

☐ No Change      Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;

University reserves the right to accept any Alternate(s) for 30 calendar days after the date University signs the Agreement.

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

[illegible]

(Note: Add additional pages if required.)

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of 1/2 of 1% of Bidder's Total Bid.

[illegible]

May 10, 2004  
Revision 2 2005\_07-06  
LF:BF



**11.0 BIDDER INFORMATION**TYPE OF ORGANIZATION: 

---

(Corporation, Partnership, Individual, Joint Venture, etc.)

- IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF THE STATE OF 

---

NAME OF PRESIDENT OF THE CORPORATION:

---

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

---

(Insert Name)

- IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

---

(Insert Names)

---

CALIFORNIA CONTRACTORS LICENSE(S):

---

(Classification)

---

(License Number)

---

(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

EMPLOYER IDENTIFICATION NUMBER (EIN):**12.0 REQUIRED COMPLETED ATTACHMENTS**

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of 

---

(Bid Bond or Certified Check)

**13.0 DECLARATION**

I, \_\_\_\_\_, hereby declare that I am  
(Printed Name)

the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder;  
and that all information set forth in this Bid Form and all attachments hereto are, to the best of my  
knowledge, true, accurate, and complete as of its submission date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration  
was

executed at: \_\_\_\_\_  
(Name of City if within a City, otherwise Name of County)

in the State of \_\_\_\_\_,

on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of ten percent (10%) of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Ocean Science Education Building Phase IFM090295L/981220

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within ninety (90) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within ninety (90) days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20

PrincipalSurety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

---

---

**SECTION 01020****ALLOWANCES****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. Included in the Contract Sum are all Allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts and by such persons or firms as University's Representative may direct.

**1.02 APPLICATION**

- A. The following shall apply, unless otherwise provided in the Contract Documents:
1. Allowances shall cover the cost to Contractor of: materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
  2. Contractor's costs required for storage on and off the Project site; security; loading and unloading; handling at the Project site; labor; installation costs; overhead; profit; and other expenses necessary for the stated Allowance amounts shall be included in the Contract Sum and not in the Allowances.
  3. Whenever costs are more than or less than Allowances, the Contract sum shall be adjusted by Change Order based on (1) the difference between actual costs and the Allowances and (2) changes in Contractor's costs.
  4. At any time during the course of the Contract, the University's Representative may elect to delete any or all allowances via Change Order for the full amount listed below.
  5. Contractor shall contact Drew Markway at Johnson Controls, Inc. 562-760-3343 to confirm scope of work and cover all work not being performed by this allowance.

**PART 2 - DESCRIPTION OF ALLOWANCES****2.01 ALLOWANCE NO. 1:**

Include an Allowance of One Hundred Forty Nine Thousand Three Hundred Twelve dollars (\$149,312.00) in the base bid for the cost of fully completing the Scope of Work as defined in "Section 15900 - Energy Monitoring and Controls System", "Section 15917 - Bacnet Controls", "Section 15920 - Instrumentation and Control Devices For HVAC", "Section 15940 - Sequence of Operations", "Section 15945 - Points List", and as defined on M and E sheets. The Contractor shall enter into a subcontract directly with the firm Johnson Controls, Inc. to furnish all labor, materials, and installation as specified inclusive of submittals, programming, panel terminations, coordination, start-up, as-built drawings, operations and maintenance manuals, and operational

check-out, trending, commissioning and warranty. The Allowance has been pre-negotiated by the University and is non-negotiable by the Contractor or Johnson Controls, Inc. The basis for the pre-negotiated allowance is:

**MAJOR SYSTEMS IDENTIFIED:**

1. DDC controllers and controls devices for (1) one **HEAT PUMP:**
  - ⇒ QTY 1 Status of unit
  - ⇒ QTY 1 2" hot water control valve
    - 1. JCI control valve provided by JCI, installed by others
  - ⇒ QTY 1 Hot Water Differential pressure sensor
    - 1. Manifold piping installed by piping contractor
  - ⇒ QTY 1 2.5" chilled water control valve
    - 1. JCI control valve provided by JCI, installed by others
  - ⇒ QTY 1 Chilled Water Differential pressure sensor
    - 1. Manifold piping installed by piping contractor
  - ⇒ QTY 2 Hot Water Temp sensors
    - 1. Stainless well provided by JCI, installed by others
  - ⇒ QTY 2 Chilled Water Temp sensors
    - 1. Stainless well provided by JCI, installed by others
  - ⇒ QTY 1 2.5" Heat exchanger water economizer bypass valve 1
    - 1. JCI control valve provided by JCI, installed by others
  - ⇒ QTY 1 2.5" Cooling bypass valve
    - 1. JCI control valve provided by JCI, installed by others
  - ⇒ QTY 1 2.5" 3-way Heat Exchanger Water Economizer Bypass valve #2
    - 1. JCI control valve provided by JCI, installed by others
  - ⇒ QTY 4 Hot Water/Chilled water pumps
  - ⇒ QTY 1 2" Heating Bypass valve
    - 1. JCI control valve provided by JCI, installed by others
  - ⇒ JCI Metasys control panel.
2. DDC controllers and controls devices for (1) one **HEAT EXCHANGER:**
  - ⇒ QTY 1 Status of unit
  - ⇒ QTY 1 HX Temp sensors
    - 1. Stainless well provided by JCI, installed by others
  - ⇒ QTY 1 Seawater Temp sensors
    - 1. Stainless well provided by JCI, installed by others
  - ⇒ QTY 2 Seawater pumps
  - ⇒ JCI Metasys control panel.
3. DDC controllers and controls devices for (2) two **FAN COILS :**
  - ⇒ QTY 2 Fan Status
  - ⇒ QTY 2 1" Chilled Water Control Valves
    - 1. JCI control valve provided by JCI, installed by others
  - ⇒ QTY 1 Fan Coil Chilled Water Piping Differential Pressure
    - 1. Manifold piping installed by piping contractor
4. DDC controllers and controls devices for (15) Fifteen **RADIANT ZONES:**

- 
- ⇒ QTY 5 ½" control valves for BB1-1, BB1-2, BB1-7, BB1-8, BB1-10, BB1-11, BB1-12
    - 1. QTY 5 temp sensors for these zones (total)
    - 2. QTY 5 control panels for BB1 zones (total)
  - ⇒ QTY 6 ½" control valves for BB2-1, BB2-2, BB2-6, BB2-7, BB2-8, BB2-15, BB2-16, BB2-18
    - 1. QTY 6 temp sensors for these zones (total)
    - 2. QTY 6 control panels for BB2 zones (total)
  - ⇒ QTY 4 ½" control valves for CP-1, CP-2, CP-3, CP-4, CP-5, CP-6
    - 1. QTY 4 temp sensors for these zones (total)
    - 2. QTY 4 control panels for CP zones (total)
  - ⇒ QTY 2 ¾" 3-way control valves for zone distribution
    - 1. QTY 2 differential pressure sensors
    - 2. Manifold piping installed by piping contractor
5. DDC controllers and controls devices for (9) nine **Skylights**:
- ⇒ QTY 9 Skylight bays to be controlled by Metasys
    - 1. QTY 1 Global outside air sensor
    - 2. QTY 1 Global Rain Sensor
    - 3. Actuators to be provided by skylight manufacturer
6. DDC controllers and controls devices for (3) three **EXHAUST FANS**:
- ⇒ QTY 3 fans to be controlled by Metasys
    - 1. QTY 3 combination temperature/enable sensors
7. DDC controllers and controls devices for (1) one **MONITORING METERS**:
- ⇒ QTY 1 Monitoring of building gas usage
    - 1. Meter provided by others per 15900 2.7A
  - ⇒ QTY 1 Monitoring of Main Electric Meter
    - 1. Meter provided by others per 15900 2.6
  - ⇒ QTY 2 Monitoring of sub meters
    - 1. Meter provided by others per 15900 2.6
  - ⇒ QTY 2 Monitoring of domestic water meters
    - 1. Meter provided by others per 15900 2.8
8. DDC controllers and controls devices for (1) one **Metasys NAE**:
- ⇒ JCI to provide dedicated NAE 55 for connection to Campus system
  - ⇒ JCI to provide UPS for NAE
  - ⇒ Existing server, laptops, and monitors to remain.
  - ⇒ JCI to provide QTY 2 bluetooth converters for use by UCSB PF.
  - ⇒ JCI to provide QTY 8 display units for FEC controllers

**SPECIFICATIONS AND DRAWINGS:**

- ⇒ Drawings: M0.01, M0.02, M0.03, M1.01, M2.01, M2.02, M2.03, M4.01, M4.02, M5.01, M5.02, M6.01, M6.02
- ⇒ Specification Sections: 15900, 15917, 15920, 15940, and 15945
- ⇒ No addenda are recognized

**FURNISH & INSTALL:**

- 1. Conduit, wire, and terminations as necessary.
- 2. Metasys BACnet DDC Controllers in JCI standard enclosures (weatherproof for outdoor locations).
- 3. Submittals, diagrams and as-built documentation.

- 
4. Software Engineering, Programming, Pre-Testing, and Start-up.
  5. Work to be performed during normal work hours 7am-3.30pm.
  6. UPS for supervisory controller
  7. QTY 16 hours of training

**CLARIFICATIONS:**

1. Low Voltage wiring in concealed, accessible locations shall be run in plenum cable, exposed wiring shall be run in EMT conduit.
2. All VFDs are to be provided complete from VFD manufacturer with integral BACnet port for FMS connection as described in 15960 2.04 F.
3. Performance and Payment bond excluded.

**EXCLUSIONS:**

1. All demolition.
2. All scope with ceiling ventilators.
3. Thermostatic valves. Valves shown on M0.03 with note 3 shall be provided and installed by others.
4. Access panels shall be provided and installed by others.
5. Fire shutdown, or fire shutdown wiring.
6. 120 VAC power wiring
7. Cutting, capping, coring, patching and painting.
8. New Operator Work Stations.
9. Weekly progress meetings.
10. Any and all work including, but not limited to, installation, wiring or monitoring of Fire Dampers, Smoke Dampers, or Combination Fire/Smoke Dampers.
11. UL 864 or UUKL control systems.
12. Control or wiring of any equipment not specifically listed in this proposal.

**PART 3 - EXECUTION** (Not Applicable)

END OF SECTION

DEPARTMENT OF COMMERCE  
FINANCIAL ASSISTANCE  
STANDARD TERMS AND CONDITIONS



Shaded sections indicate new or revised terms or conditions from the October 2001 version.



**DEPARTMENT OF COMMERCE  
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS**

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## PREFACE

The recipient and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Department of Commerce (DoC) Financial Assistance Standard Terms and Conditions, agency standard award conditions (if any), and special award conditions. Special award conditions may amend or take precedence over DoC standard terms and conditions, on a case-by-case basis, when allowed by the DoC standard term and condition.

Some of the DoC terms and conditions herein contain, by reference or substance, a summary of the pertinent statutes, or regulations published in the Federal Register or Code of Federal Regulations (CFR), EOs, OMB circulars or the assurances (Forms SF-424B, 424D). To the extent that it is a summary, such provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular.

### A. FINANCIAL REQUIREMENTS

#### .01 Financial Reports

- a. The recipient shall submit a "Financial Status Report" (SF-269) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-269 shall be submitted within 90 days after the expiration date of the award.
- b. Unless otherwise authorized by a special award condition, all financial reports shall be submitted in triplicate (one original and two copies) to the Grants Officer.

#### .02 Award Payments

- a. The advance method of payment shall be authorized unless otherwise specified in a special award condition. The Grants Officer determines the

appropriate method of payment. Payments will be made through electronic funds transfers directly to the recipient's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 and the Cash Management Improvement Act. The DoC Award Number must be included on all payment-related correspondence, information, and forms.

- b. When the "Request for Advance or Reimbursement" (SF-270) is used to request payment, the recipient shall submit the request no more frequently than monthly, and advances shall be approved for periods to cover only expenses anticipated over the next 30 days. When the SF-270 is used, the recipient must complete the SF-3881, "ACH Vendor Miscellaneous Payment Enrollment Form," and return it to the Grants Officer.

c. DoC will begin using the Department of Treasury's Automated Standard application for Payment (ASAP) system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. In order to receive payments under ASAP, recipients will be required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. Recipients enrolled in the ASAP system do not need to submit a "Request for Advance or Reimbursement" (SF-270) for payments relating to their award. Awards that will be paid under the ASAP system will contain a special award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

- d. Advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no case should advances exceed the amount of cash required for a 30-day period. Advanced funds not disbursed in a timely manner must be promptly returned to DoC. If a recipient demonstrates an unwillingness or inability to establish procedures which will minimize the time elapsing between the transfer of funds and disbursement or if the recipient otherwise fails to continue to qualify for the advance method of payment, the Grants Officer may change the method of payment to reimbursement only.

### **.03 Federal and Non-Federal Sharing**

- a. Awards which include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-

Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

- b. The non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case, the recipient must meet its cost share commitment over the life of the award.

#### **.04 Budget Changes and Transfer of Funds Among Categories**

- a. Requests for budget changes to the approved estimated budget in accordance with the provision noted below must be submitted to the Grants Officer who shall make the final determination on such requests and notify the recipient in writing.
- b. Transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is \$100,000 or less. For awards in which the Federal share of the project exceeds \$100,000, transfers of funds must be approved in writing by the Grants Officer when the cumulative amount of such transfers exceed 10 percent of the current total Federal and non-Federal funds authorized by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same criteria applies to the cumulative amount of transfer of funds among programs, functions, and activities. Transfers will not be permitted if such transfers would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended. This transfer authority does not authorize the recipient to create new budget categories within an approved budget unless the Grants Officer has provided prior approval.
- c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa, without written prior approval of the Grants Officer.

## .05 Indirect Costs

- a. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award. (The term "indirect cost" has been replaced with the term "facilities and administrative costs" under OMB Circular A-21, "Cost Principles for Educational Institutions.")
- b. Excess indirect costs may not be used to offset unallowable direct costs.
- c. If the recipient has not previously established an indirect cost rate with a Federal agency, the negotiation and approval of a rate is subject to the procedures in the applicable cost principles and the following subparagraphs:

### 1 (a) State, local, and Indian Tribal Governments, Educational Institutions, and Non-Profit Organizations (Non-Commercial Organizations)

For the above listed organizations, cognizant federal agency is generally defined as the agency that provides the largest dollar amount of direct federal funding. For those organizations for which DoC is cognizant or has oversight, DoC or its designee will either negotiate a fixed rate with carryforward provisions for the recipient or, in some instances, will limit its review to evaluating the procedures described in the recipient's cost allocation methodology plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

### (b) Commercial Organizations

For commercial organizations, cognizant federal agency is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. If the only federal funds received by a commercial organization are DoC award funds, then DoC becomes the cognizant federal agency for the purpose of indirect cost negotiations. For those organizations for which DoC is cognizant, DoC or its designee will negotiate a fixed rate with carryforward provisions for the recipient. Fixed rate means an indirect cost rate which has the same characteristics as a pre-determined rate, except that the difference between the estimated costs and the actual costs of the period covered by the rate is carried forward as an adjustment to the rate computation of the subsequent period.

DoC or its designee will negotiate indirect cost rates using the cost principles found in 48 CFR Part 31, "Contract Cost Principles and Procedures." For guidance on how to put an indirect cost plan together go to:

<http://www2.doi.gov/oasam/programs/guide.htm>

2. Within 90 days of the award start date, the recipient shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The recipient shall provide the Grants Officer with a copy of the transmittal letter.

Office of Acquisition Management  
U.S. Department of Commerce  
14<sup>th</sup> Street and Constitution Avenue, N.W., Room-6054  
Washington, DC 20230

3. The recipient can use the fixed rate proposed in the indirect cost plan until such time as the DoC provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carryforward provision used in calculating next year's rate. This calculation of actual indirect costs and the carryforward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

d. When DoC is not the oversight or cognizant Federal agency, the recipient shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

e. If the recipient fails to submit the required documentation to DoC within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DoC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

f. Regardless of any approved indirect cost rate applicable to the award, the maximum dollar amount of allocable indirect costs for which DoC will reimburse the recipient shall be the lesser of:

- (1) The line item amount for the Federal share of indirect costs contained in the approved budget of the award; or



- (2) The Federal share of the total allocable indirect costs of the award based on the indirect cost rate approved by a cognizant or oversight Federal agency and current at the time the cost was incurred, provided the rate is approved on or before the award end date.

#### **.06 Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

- a. The recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer.
- b. Unless otherwise authorized in 15 CFR § 14.25(e)(4) or a special award condition, any extension of the award period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.
- c. The DoC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DoC.

#### **.07 Tax Refunds**

Refunds of FICA/FUTA taxes received by the recipient during or after the award period must be refunded or credited to DoC where the benefits were financed with Federal funds under the award. The recipient agrees to contact the Grants Officer immediately upon receipt of these refunds. The recipient further agrees to refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the award end date.

## **B. PROGRAMMATIC REQUIREMENTS**

### **.01 Performance (Technical) Reports**

- a. The recipient shall submit performance (technical) reports in triplicate (one original and two copies) to the Federal Program Officer in the same frequency as the Financial Status Report (SF-269) unless otherwise authorized by the Grants Officer.
- b. Unless otherwise specified in the award provisions, performance (technical) reports shall contain brief information as prescribed in the applicable uniform administrative requirements incorporated into the award.

### **.02 Unsatisfactory Performance**

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance rating or equivalent evaluation may result in designation of the recipient as high risk and assignment of special award conditions or other further action as specified in the standard term and condition entitled "Non-Compliance With Award Provisions."

### **.03 Programmatic Changes**

The recipient shall report programmatic changes to the Grants Officer, and shall request prior approvals in accordance with 15 CFR § 14.25 or 15 CFR § 24.30.

### **.04 Other Federal Awards with Similar Programmatic Activities**

The recipient shall immediately provide written notification to the Federal Program Officer and the Grants Officer in the event that, subsequent to receipt of the DoC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DoC award. DoC will not pay for costs that are funded by other sources.

#### **.05 Non-Compliance With Award Provisions**

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by DoC and may be considered grounds for any or all of the following actions: establishment of an account receivable, withholding payments under any DoC awards to the recipient, changing the method of payment from advance to reimbursement only, or the imposition of other special award conditions, suspension of any DoC active awards, and termination of any DoC active awards.

#### **.06 Prohibition Against Assignment by the Recipient**

Notwithstanding any other provision of the award, the recipient shall not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of the Grants Officer.

#### **.07 Disclaimer Provisions**

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any subaward or subcontract under this award.
- b. The acceptance of this award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

### **C. NON-DISCRIMINATION REQUIREMENTS**

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

## **.01 Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and DoC implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and DoC implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefitting from Federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.) and DoC implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- e. The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

## **.02 Other Provisions**

- a. Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," and DOC policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.

### **.03 Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

## **D. AUDITS**

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, § 1 et seq., an audit of the award may be conducted at any time. The Inspector General of the DoC, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the recipient, whether written, printed, recorded, produced or reproduced by any electronic, mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts or other examinations as authorized by law. When the OIG requires a program audit on a DoC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DoC, or any other Federal, state or local audit entity.

### **.01 Organization-Wide, Program-Specific, and Project Audits**

- a. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Recipients that are subject to the provisions of OMB Circular A-133 and that expend \$500,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in OMB Circular A-133.
- b. In accordance with 15 CFR § 14.26 (c) and (d), for-profit hospitals, commercial, and other organizations not covered by the audit provisions of OMB Circular A-133 that expend \$500,000 or more in a year in Federal funding, are required to have a program-specific audit performed at the

conclusion of the project, but no less than once every five years. Some DoC programs have specific audit guidelines that will be incorporated into the award. If DoC does not have a program-specific audit guide available for the program, the auditor should follow Generally Accepted Government Auditing Standards and the requirements for a program-specific audit as described in OMB Circular A-133 § .235. A copy of the program-specific audit shall be submitted to the OIG at the following address with a copy of the transmittal letter to the Grants Officer:

Office of Inspector General  
U.S. Department of Commerce  
Atlanta Regional Office of Audits  
401 West Peachtree Street, N.W., Suite 2742  
Atlanta, GA 30308

- c. Recipients expending Federal awards over \$500,000 a year and having audits conducted in accordance with OMB Circular A-133 shall submit a copy of organization-wide or program-specific audits to the Bureau of the Census, which has been designated by OMB as a central clearinghouse. The address is:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10th Street  
Jeffersonville, IN 47132

## **.02 Audit Resolution Process**

- a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due DoC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.
- b. In accordance with the Federal Register notice dated January 27, 1989 (54 FR 4053), a recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:
  - 1. Unless the Inspector General determines otherwise, the recipient has 30 days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The recipient has 30 days from the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.
3. The DoC shall review the documentary evidence submitted by the recipient and shall notify the recipient of the results in an Audit Resolution Determination Letter. The recipient has 30 days from the date of receipt of the Audit Resolution Determination Letter to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence that dispute the validity of the audit resolution determination. In addition, an appeal does not preclude the recipient's obligation to pay a debt that may be established, nor does the appeal preclude the accrual of interest on a debt.
4. The DoC shall review the recipient's appeal and notify the recipient of the results in an Appeal Determination Letter. After the opportunity to appeal has expired or after the appeal determination has been rendered, DoC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DoC.
5. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

## **E. DEBTS**

### **.01 Payment of Debts Owed the Federal Government**

Any debts determined to be owed the Federal Government shall be paid promptly by the recipient. In accordance with 15 CFR § 21.4, a debt will be considered delinquent if it is not paid within 15 days of the due date, or if there is no due date, within 30 days of the billing date. Failure to pay a debt by the due date, or if there is no due date, within 30 days of the billing date, shall result in the imposition of late payment charges as noted below. In addition, failure to pay the debt or establish a repayment agreement by the due date, or if there is no due date, within 30 days of the billing date, will also result in the referral of the debt for collection action and may result in DoC taking further action as specified in the standard term and condition entitled "Non-Compliance With Award Provisions." Funds for payment of a debt must

not come from other Federally sponsored programs. Verification that other Federal funds have not been used will be made, e.g., during on-site visits and audits.

## **.02 Late Payment Charges**

- a. An interest charge shall be assessed on the delinquent debt as established by the Debt Collection Act (31 U.S.C. 3701 et seq.), as amended. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate. This rate is published in the Federal Register by the Department of the Treasury. The assessed rate shall remain fixed for the duration of the indebtedness.
- b. A penalty charge shall be assessed on any portion of a debt that is delinquent for more than 90 days, although the charge will accrue and be assessed from the date the debt became delinquent.
- c. An administrative charge shall be assessed to cover processing and handling the amount due.

## **.03 Barring Delinquent Federal Debtors From Obtaining Federal Loans or Loan Insurance Guarantees**

Pursuant to 31 U.S.C. § 3720B, unless waived, the DoC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

## **.04 Effect of Judgment Lien On Eligibility For Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DoC, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant, or loan which is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.



## **F. NAME CHECK**

A name check review will be performed by the OIG on key individuals associated with non-profit and for-profit organizations, unless (1) proposed award amounts are \$100,000 or less; (2) applicants have been recipients of financial assistance from the Department of Commerce for three or more consecutive years without any adverse programmatic or audit finding; or (3) applicants are units of a state or local government.

### **.01 Results of Name Check**

DoC reserves the right to take any of the actions described in section F.02 if any of the following occurs as a result of the name check review:

- a. A key individual fails to submit the required Form CD-346, "Applicant for Funding Assistance;"
- b. A key individual made an incorrect statement or omitted a material fact on the Form CD-346; or
- c. The name check reveals significant adverse findings that reflect on the business integrity or responsibility of the recipient and/or key individual.

### **.02 Action(s) Taken as a Result of Name Check Review**

If any situation noted in F.01 occurs, DoC, at its discretion, may take one or more of the following actions:

- a. Consider suspension/termination of the award;
- b. Require the removal of any key individual from association with the management of and/or implementation of the award; and/or
- c. Make appropriate provisions or revisions with respect to the method of payment and/or financial reporting requirements.

## **G. GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

The recipient shall comply with the provisions of Subpart C of 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" (published in the *Federal Register* on November 26, 2003, 68 FR 66534), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from

participating in Federal nonprocurement transactions either through primary or lower tier covered transactions.

## **H. DRUG-FREE WORKPLACE**

The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC implementing regulations published at 15 CFR Part 29, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the *Federal Register* on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.

## **I. LOBBYING RESTRICTIONS**

### **.01 Statutory Provisions**

The recipient shall comply with the provisions of Section 319 of Public Law 101-121, which added Section 1352 to Chapter 13 of Title 31 of the United States Code, and DoC implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." These provisions generally prohibit the use of Federal funds for lobbying the Executive or Legislative Branches of the Federal government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying.

### **.02 Disclosure of Lobbying Activities**

The recipient receiving in excess of \$100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit the Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

## **J. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS**

### **.01 Code of Conduct for Recipients**

Pursuant to the certification in SF-424B, paragraph 3, the recipient must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

### **.02 Applicability of Award Provisions to Subrecipients**

The recipient shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative, and audit requirements.

### **.03 Competition and Codes of Conduct for Subawards**

- a. All subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition. The recipient must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.
- b. The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of subawards. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients. However, the recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

- c. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It could also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

#### **.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts**

- a. The recipient shall include the following notice in each request for applications or bids:

Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DoC official) are subject to 15 CFR Part 26, Subpart C "Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR Part 28, "New Restrictions on Lobbying." Applicants/bidders should familiarize themselves with these provisions, including the certification requirement. Therefore, applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying--Lower Tier Covered Transactions," completed without modification.

- b. The recipient shall include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts), that the award is subject to Subpart C of 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)."
- c. The recipient shall include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding \$100,000 in Federal funds, that the subaward, contract, or subcontract is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code as implemented at 15 CFR Part 28, "New Restrictions on Lobbying." The recipient shall further require the subrecipient, contractor, or subcontractor to submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure

or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by the recipient. The recipient must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

**.05 Minority Owned Business Enterprise**

DoC encourages recipients to utilize minority and women-owned firms and enterprises in contracts under financial assistance awards. The Minority Business Development Agency will assist recipients in matching qualified minority owned enterprises with contract opportunities. For further information contact:

U.S. Department of Commerce  
Minority Business Development Agency  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230

**.06 Subaward and/or Contract to a Federal Agency**

- a. The recipient, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of DoC and/or other Federal department, agency or instrumentality, without the prior written approval of the Grants Officer.
- b. Requests for approval of such action must be submitted to the Federal Program Officer who shall review and make a recommendation to the Grants Officer. The Grants Officer shall make the final determination and will notify the recipient in writing of the final determination.

## K. / PROPERTY

### .01 Standards

The recipient shall comply with the property management standards as stipulated in the applicable uniform administrative requirements.

### .02 Real Property

The recipient shall record liens or other appropriate notices of record to indicate that real property has been acquired or improved with Federal funds and that disposition conditions apply to the property.

## L. ENVIRONMENTAL REQUIREMENTS

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to (1) approve a proposal for Federal assistance; (2) approve the proposal with mitigation; or (3) approve a different proposal/grant having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate a planning process with an early consideration of potential environmental impacts that projects funded with Federal assistance may have on the environment. The recipient and subrecipients must comply with all environmental standards, to include those prescribed under the following statutes and Executive Orders, and shall identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional environmental compliance information sufficient to enable the DoC to make an assessment on any impacts that a project may have on the environment.

### .01 The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.)

Recipients of Federal assistance are required to identify to the awarding agency any impact an award will have on the quality of the human environment, and assist the agency to comply with the National Environmental Policy Act. Applicants for assistance may be required to prepare environmental impact information as part of a proposal.

**.02 Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977**

Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.

**.03 Clean Air Act, Clean Water Act, and EO 11738**

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and EO 11738, and shall not use a facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR §15.5, and shall notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the List.

**.04 The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4002 et seq.)**

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas.

**.05 The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)**

Recipients must identify any impact or activities which may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the required reviews under the Endangered Species Act, as applicable.

**.06 The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)**

Funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.07 The Coastal Barriers Resources Act, (16 U.S.C. § 3501 et seq.)

Restrictions are placed on Federal funding for actions within a Coastal Barrier System.

.08 The Wild and Scenic Rivers Act, as amended, (16 U.S.C. §§ 1271 et seq.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

.09 The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f- j))

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health.

.10 The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 et seq.)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.11 The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. §§ 9601 et seq.)

These requirements address responsibilities of hazardous substance releases, threatened releases and environmental cleanup. There is also a requirement to impose reporting and community involvement requirements to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards.



**.12 Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994.**

This order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.

**M. MISCELLANEOUS REQUIREMENTS**

**.01 Criminal and Prohibited Activities.**

- a. The Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).
- b. False statements (18 U.S.C. §§ 287 and 1001), provides that whoever makes or presents any false, fictitious, or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.
- c. False Claims Act (31 U.S.C. 3729 et seq.), provides that suits under this act can be brought by the government, or a person on behalf of the government, for false claims under Federal assistance programs.
- d. Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

**.02 Foreign Travel**

- a. The recipient shall comply with the provisions of the Fly America Act (49 USC § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§ 301-10.131 through 301-10.143.

- b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed foreign air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- c. Use of foreign air carriers may also be used only if bilateral agreements permit such travel pursuant to 49 USC § 40118(b). DoC is not aware of any bilateral agreements which meet these requirements. Therefore, it is the responsibility of the recipient to provide the Grants Officer with a copy of the applicable bilateral agreement if use of a foreign carrier under a bilateral agreement is anticipated.
- d. If a foreign air carrier is anticipated to be used for any part of foreign travel, the recipient must receive prior approval from the Grants Officer. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 CFR § 301-10.142, which requires the recipient to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel, name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide the Grants Officer with a copy of the agreement. The Grants Officer shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

### **.03 American-Made Equipment and Products.**

Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

### **.04 Intellectual Property Rights**

#### **a. Inventions.**

The rights to any invention made by a recipient under a DoC financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., except as otherwise required by law. The specific rights and responsibilities are described in more detail in 37 CFR Part 401 and in particular, in the standard patent

rights clause in 37 CFR § 401.14, which is hereby incorporated by reference into this award.

1. Ownership.

- (a) Recipient. The recipient has the right to own any invention it makes (conceived or first actually reduced to practice) or made by its employees. The recipient may not assign its rights to a third party without the permission of DoC unless it is to a patent management organization (i.e., a university's Research Foundation.) The recipient's ownership rights are subject to the Government's nonexclusive paid-up license and other rights.
- (b) Department. If the recipient elects not to own or does not elect rights or file a patent application within the time limits set forth in the standard patent rights clause, DoC may request an assignment of all rights, which is normally subject to a limited royalty free nonexclusive revocable license for the recipient. DoC owns any invention made solely by its employees but may license the recipient in accordance with the procedures in 37 CFR Part 404.
- (c) Inventor/Employee. If neither the recipient nor the Department is interested in owning an invention by a recipient employee, the recipient, with the written concurrence of DoC Patent Counsel, may allow the inventor/employee to own the invention subject to certain restrictions as described in 37 CFR § 401.9.
- (d) Joint inventions. Inventions made jointly by a recipient and a DoC employee will be owned jointly by the recipient and DoC. However, DoC may transfer its rights to the recipient as authorized by 35 U.S.C. § 202(e) and 37 CFR § 401.10 if the recipient is willing to patent and license the invention usually in exchange for a share of "net" royalties based on the number of inventors (e.g., 50-50 if there is one recipient and DoC employee). The agreement will be prepared by DoC Patent Counsel and may include other provisions, such as a royalty free license to the Government and certain other entities. 35 U.S.C. § 202(e) also authorizes the recipient to transfer its rights to the Government which can agree to share royalties similarly as described above.

2. Responsibilities.

The recipient has responsibilities and duties set forth in the standard patent rights clause, which are not described below. The recipient is

expected to comply with all the requirements of the standard patent rights clause and 37 CFR Part 401.

- (a) Reporting. Within two months of when the inventor reports the invention to the recipient, the recipient will send the invention disclosure to DoC Patent Counsel (HCHB Room 4613, Washington, DC 20230, telephone: 202-482-8097) and the appropriate DoC program office.
- (b) Electing. Within two years of reporting the invention to DoC, the recipient will notify DoC Patent Counsel of its decision whether or not it wishes to own the invention.
- (c) Filing. Within one year of notifying DoC that it wishes to own the invention, the recipient will file a patent application (either a provisional or non-provisional) and promptly send a copy of the application to DoC Patent Counsel. Any foreign or international application must usually be filed within 10 months of the first filed application in the United States. The recipient will ensure that any U.S. application contains the required statement of Government support. The recipient will also promptly send the required confirmatory Government license to DoC Patent Counsel who shall record that license in the Patent and Trademark Office. If the recipient decides to discontinue the prosecution of any patent application or not pay a maintenance fee or defend a reexamination, it shall notify DoC Patent Counsel of that fact in sufficient time (but not less than 30 days) for the Government to respond to any outstanding requirement or letter from a patent office. However, if the recipient is filing a continuing application, it needs only to notify DoC Patent Counsel of this and provide a copy of the continuing application with the appropriate confirmatory license. Upon issuance of any application, the recipient will promptly provide a copy of the patent to DoC Patent Counsel.
- (d) The recipient should send any request for an extension of time to DoC Patent Counsel in advance of the expiration of the time period.

b. Patent Notification Procedures.

Pursuant to EO 12889, DoC is required to notify the owner of any valid patent covering technology whenever the DoC or its financial assistance recipients, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner.

To ensure proper notification, if the recipient uses or has used patented technology under this award without a license or permission from the owner, the recipient must notify the DoC Patent Counsel at the following address, with a copy to the Grants Officer:

Department of Commerce  
Office of Chief Counsel for Technology, Patent Counsel  
14th Street and Constitution Avenue, N.W. Room H-4613  
Washington, D.C. 20230

However, this notice does not necessarily mean that the Government authorizes and consents to any copyright or patent infringement occurring under the financial assistance.

c. Data, Databases, and Software.

The rights to any work produced or purchased under a DoC Federal financial assistance award are determined by 15 CFR § 24.34 and 15 CFR § 14.36 . Such works may include data, databases or software. The recipient owns any work produced or purchased under a DoC Federal financial assistance award subject to DoC's right to obtain, reproduce, publish or otherwise use the work or authorize others to receive, reproduce, publish or otherwise use the data for Government purposes.

d. Copyright.

The recipient may copyright any work produced under a DoC Federal financial assistance award subject to DoC's royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by DoC and recipient employees may be copyrighted but only the part authored by the recipient is protected because, under 17 U.S.C. § 105, works produced by Government employees are not copyrightable in the United States. On occasion, DoC may ask the recipient to transfer to DoC its copyright in a particular work when DoC is undertaking the primary dissemination of the work. Ownership of copyright by the Government through assignment is permitted by 17 U.S.C. § 105.

**.05 Increasing Seat Belt Use in the United States.**

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally-owned vehicles.

**.06 Research Involving Human Subjects.**

- a. All proposed research involving human subjects must be conducted in accordance with 15 CFR Part 27, "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by Special Award Condition, or otherwise in writing by the Grants Officer.
- b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. DoC regulations, 15 CFR Part 27, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate DoC officials. This documentation may include:
  - 1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines, see 15 CFR § 27.103;
  - 2. Documentation to support an exemption for the project under 15 CFR § 27.101(b);
  - 3. Documentation to support deferral for an exemption or IRB review under 15 CFR § 27.118;
  - 4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
- d. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

**.07 Federal Employee Expenses.**

Federal agencies are generally barred from accepting funds from a recipient to pay transportation, travel, or other expenses for any Federal employee unless specifically approved in the terms of the award. Use of award funds (Federal or non-Federal) or the recipient's provision of in-kind goods or services, for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DoC policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants regardless of the source.

**.08 Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects.**

Pursuant to EO 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," unless the project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded by recipients of grants or cooperative agreements, or those of any construction manager acting on their behalf, shall not:

a) include any requirement or prohibition on bidders, offerors, contractors, or subcontractors about entering into or adhering to agreements with one or more labor organizations on the same or related construction project(s); or b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

**.09 Minority Serving Institutions (MSIs) Initiative.**

Pursuant to EOs 12876, 12900, and 13021, DoC is strongly committed to broadening the participation of MSIs in its financial assistance programs. DoC's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DoC encourages all applicants and recipients to include meaningful participation of

MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

#### **10 Research Misconduct**

Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors or differences of opinion. The recipient organization has the primary responsibility to investigate allegations and provide reports to the Federal Government. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in a disallowance of costs for which the institution may be liable for repayment to the awarding agency. The Office of Science and Technology Policy at the White House published in the *Federal Register* on December 6, 2000, a final policy that addressed research misconduct. The policy was developed by the National Science and Technology Council (65 FR 76260). The DoC requires that any allegation be submitted to the Grants Officer, who will also notify the OIG of such allegation. Generally, the recipient organization shall investigate the allegation and submit its findings to the Grants Officer. The DoC may accept the recipient's findings or proceed with its own investigation. The Grants Officer shall inform the recipient of the DoC's final determination.

#### **11 Publications and Acknowledgment of Sponsorship**

Publication of the results of a research project in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The recipient is required to submit a copy to the funding agency and when releasing information related to a funded project include a statement that the project or effort undertaken was or is sponsored by DoC. The recipient is also responsible for assuring that every publication of material (including Internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "This [report/video] was prepared by [recipient name] under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce." This also applies to videos produced under DOC financial assistance awards.

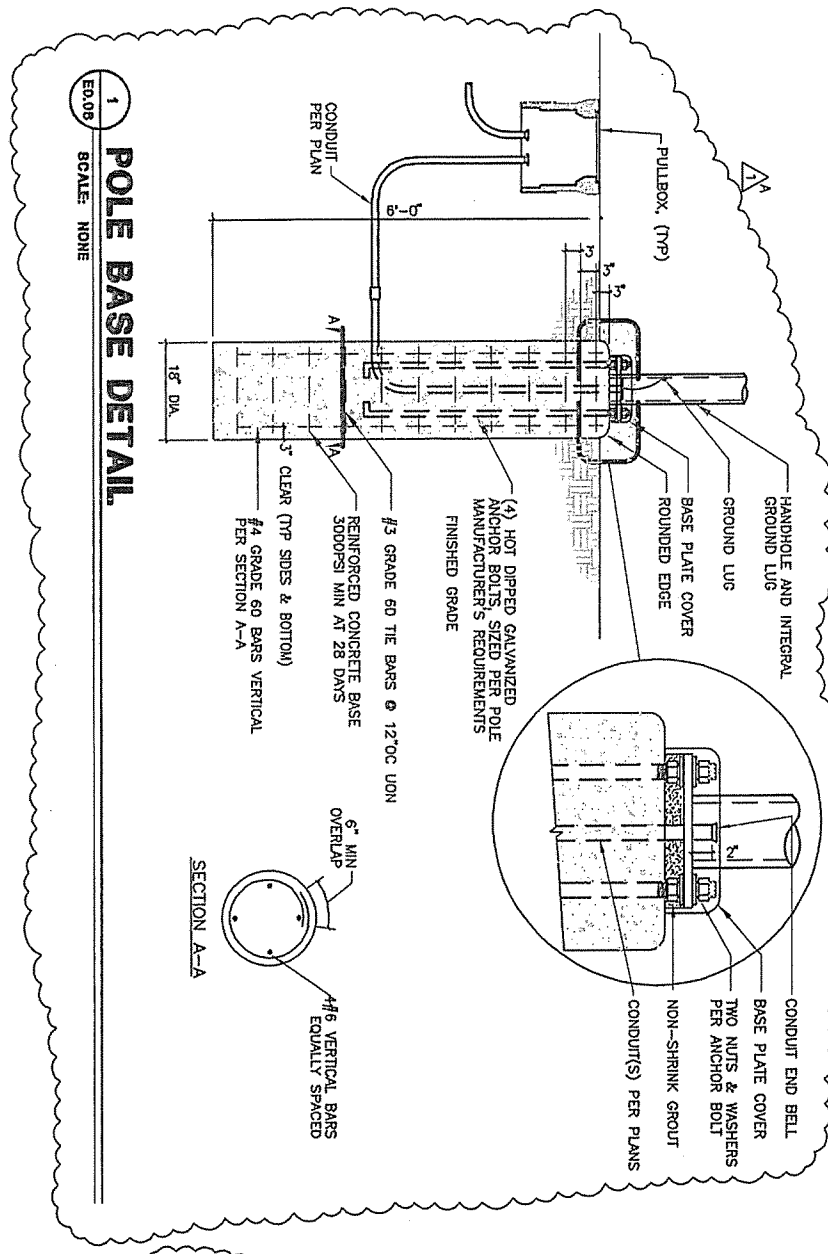


## **.12 Videos Produced Under DOC Financial Assistance Awards**

Before production of a video for public viewing is begun, the Grants Officer must review and approve the production plans and the final video to ensure that it will be of an acceptable quality and appropriately represents the DoC.

## **.13 Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. §§ 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 CFR Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DoC financial assistance award unless authorized by the Grants Officer.



**EHDD**

Esherrick Homsey  
Dodge & Davis  
500 Treat Avenue, S 201  
S.F. Ca. 94110  
415-285-9193  
EHDD Project No. 07011

Scale: NONE

Ref. Drawing - E0.06

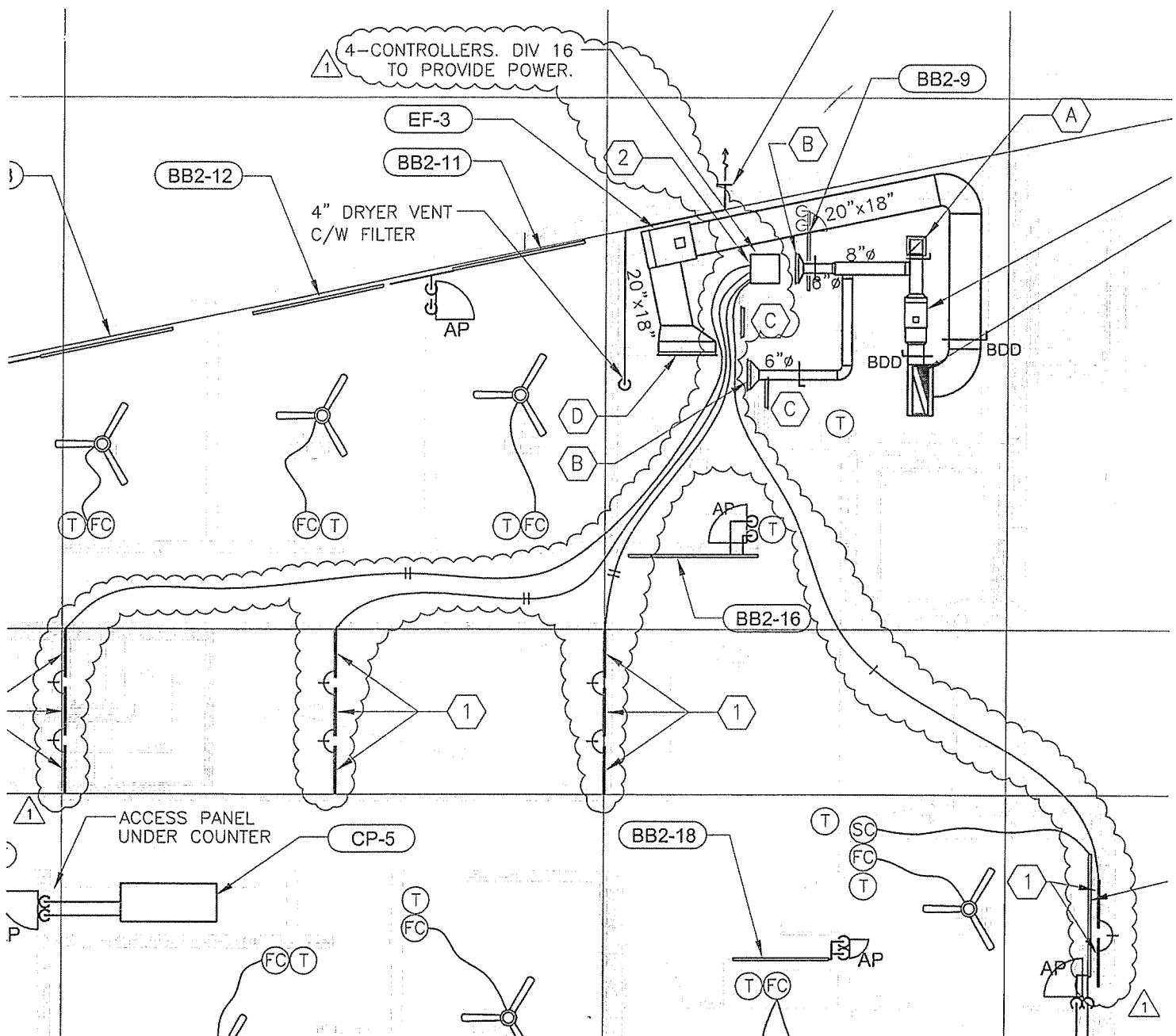
Addendum #1

Date: 11-20-09

**UCSB** Ocean Science Education Building - Phase 1  
UCSB Project No. FM090295L/981220

**SK**

**1**



**GENERAL NOTES:**

- 1 MOTORIZED SKYLIGHT ACTUATORS BY ARCH.
- 2 LOW VOLTAGE WIRING BY DIV 15 TO POWER SKYLIGHT ACTUATORS (C/W (4) CONTROLLERS). DIV 16 TO BRING 120V POWER TO THE CONTROLLER. 18"x18" ACCESS PANEL TO CONTROLLERS. CONTROLLER TO BE CONNECTED TO DDC SYSTEM.

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EHDD Project No. 07011

Scale: 1/8" = 1'-0"

Ref. Drawing - M2.02

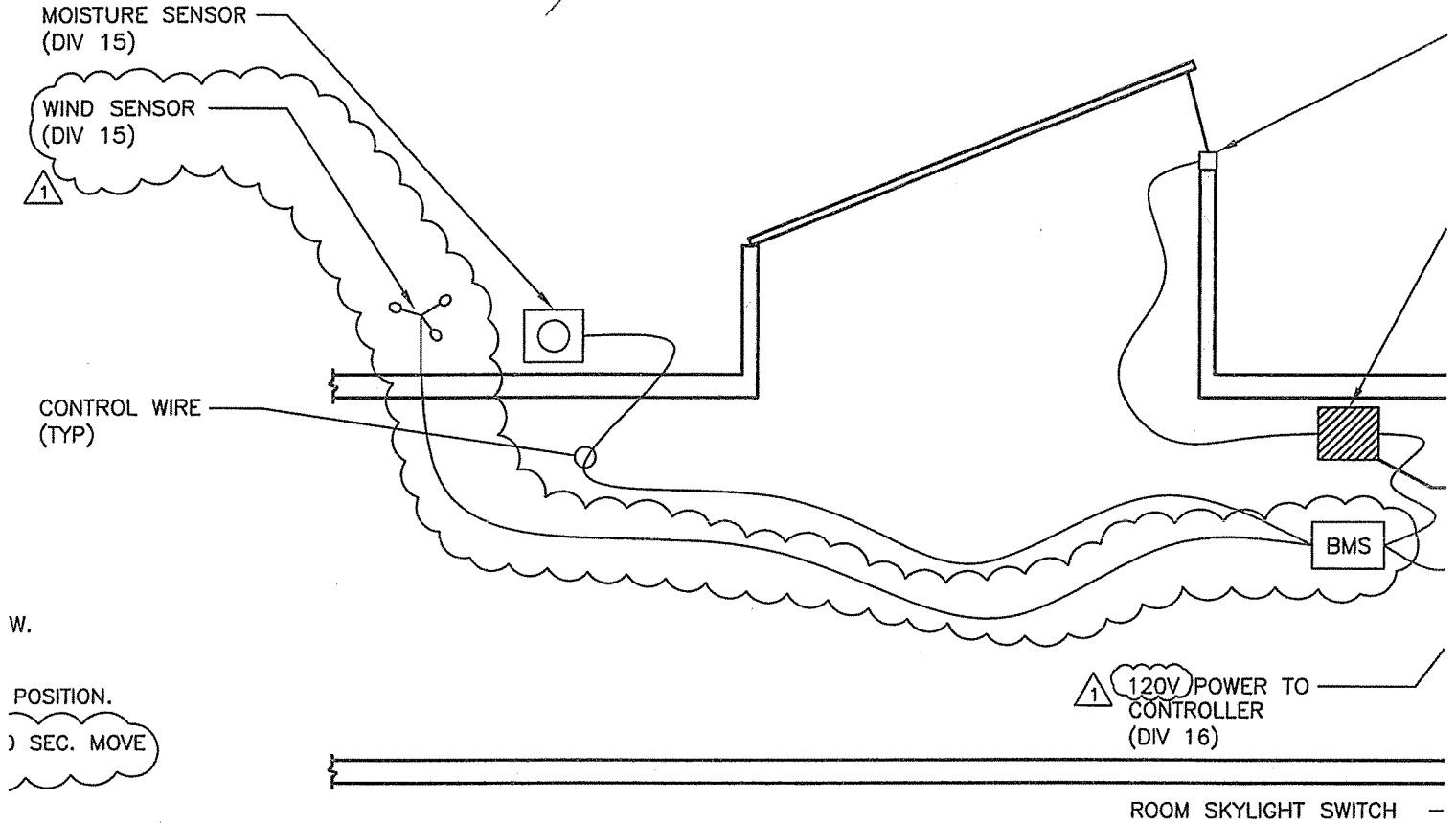
Addendum # 1

Date: NOV. 20, 2009

**UCSB Ocean Science Education Building - Phase 1**  
**UCSB Project No. FM090295L/981220**

**SK**

**2**



MODE:

ROOM SKYLIGHT SWITCH TO OPEN/CLOSE WINDOW.

IF MOISTURE SENSOR INDICATES RAIN  
THEN SKYLIGHTS ACTIVATED TO THE CLOSED POSITION.

IF WIND SPEED IS  $\geq 20$  MPH FOR MORE THAN 30 SEC. MOVE  
SKYLIGHT TO THE CLOSED POSITION.

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EHDD Project No. 07011

Scale: NTS

Ref. Drawing - 5/M5.02

Addendum # 1

Date: NOV. 20, 2009

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UCSB Project No. FM090295L/981220

**SK**

**3**

Scale: Not To Scale

Ref. Drawing - C3.04

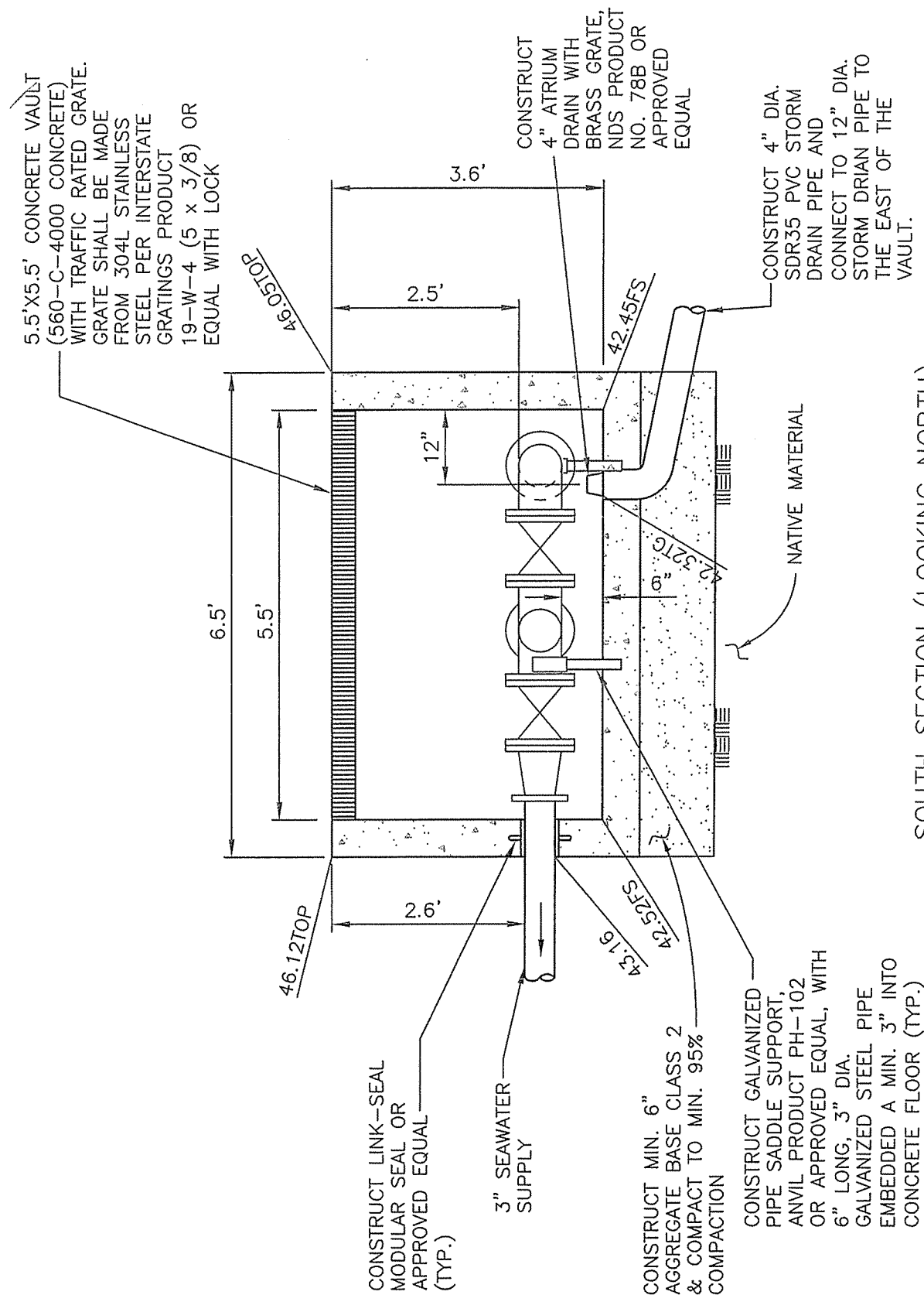
Addendum # 1

Date: 11/20/2009

**UCSB** Ocean Science Education Building - Phase 1  
 UCSB Project No. FM090295L/981220

**SK**

**4**



SOUTH SECTION (LOOKING NORTH)

SEAWATER VALVE STATION VAULT

N.T.S.

Scale: Not To Scale

Ref. Drawing - C3.04

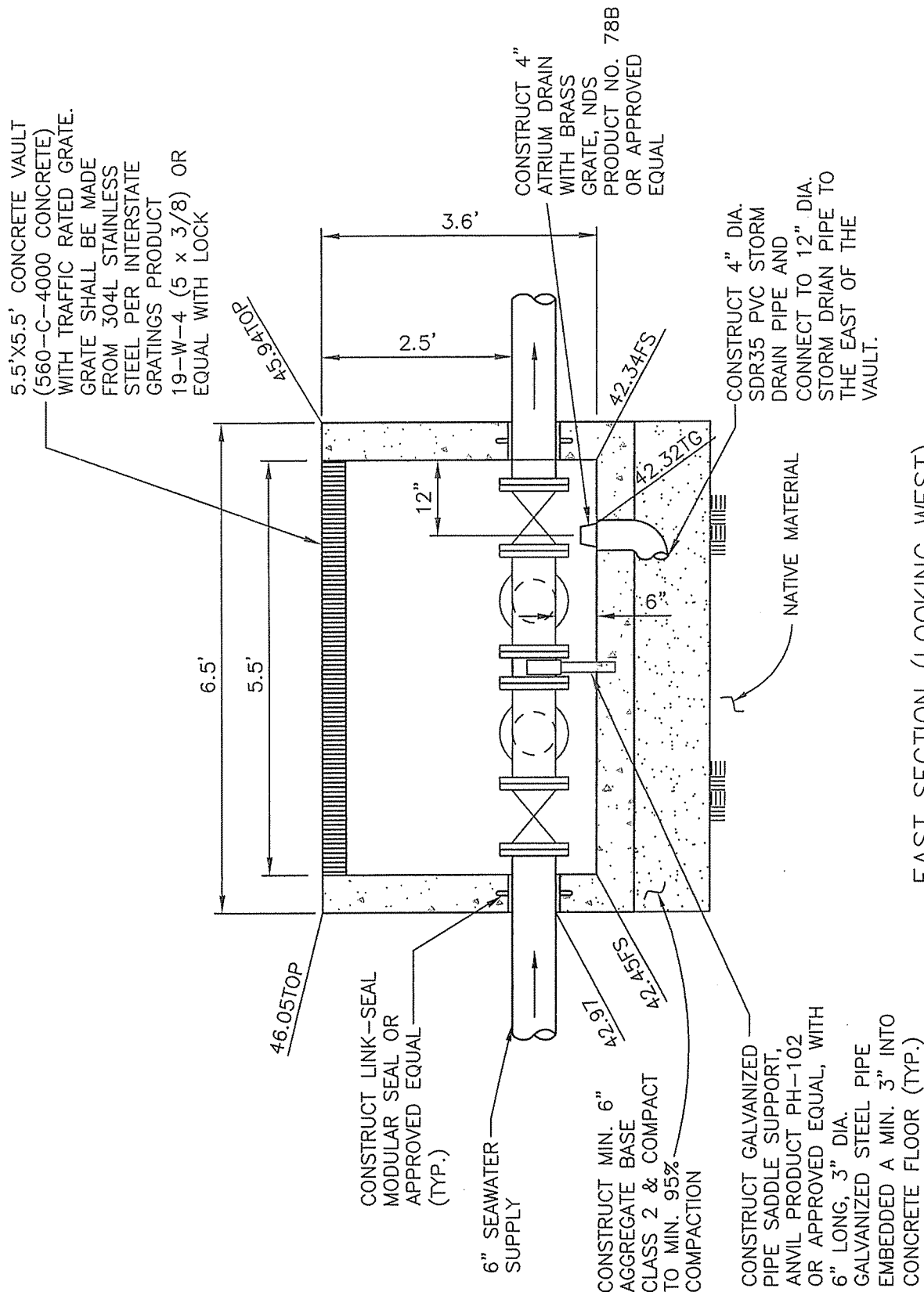
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Date: 11/20/2009

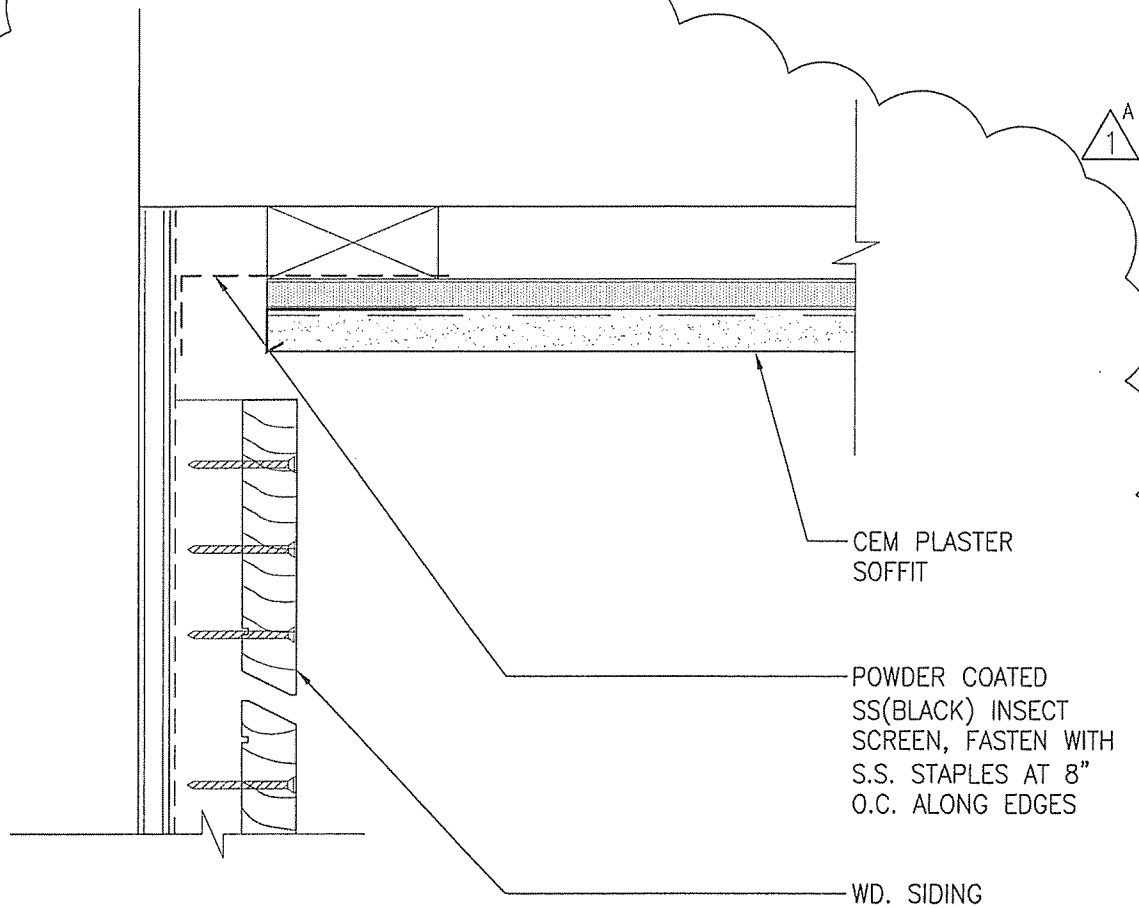
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**5**



SEAWATER VALVE STATION VAULT  
 N.T.S.



10 CONTINUOUS SOFFIT VENT @ WD. SIDING WALLS - TYP.  
A8.73 3" = 1'-0"

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EHDD Project No. 07011

Scale: AS NOTED

Ref. Drawing - A8.73

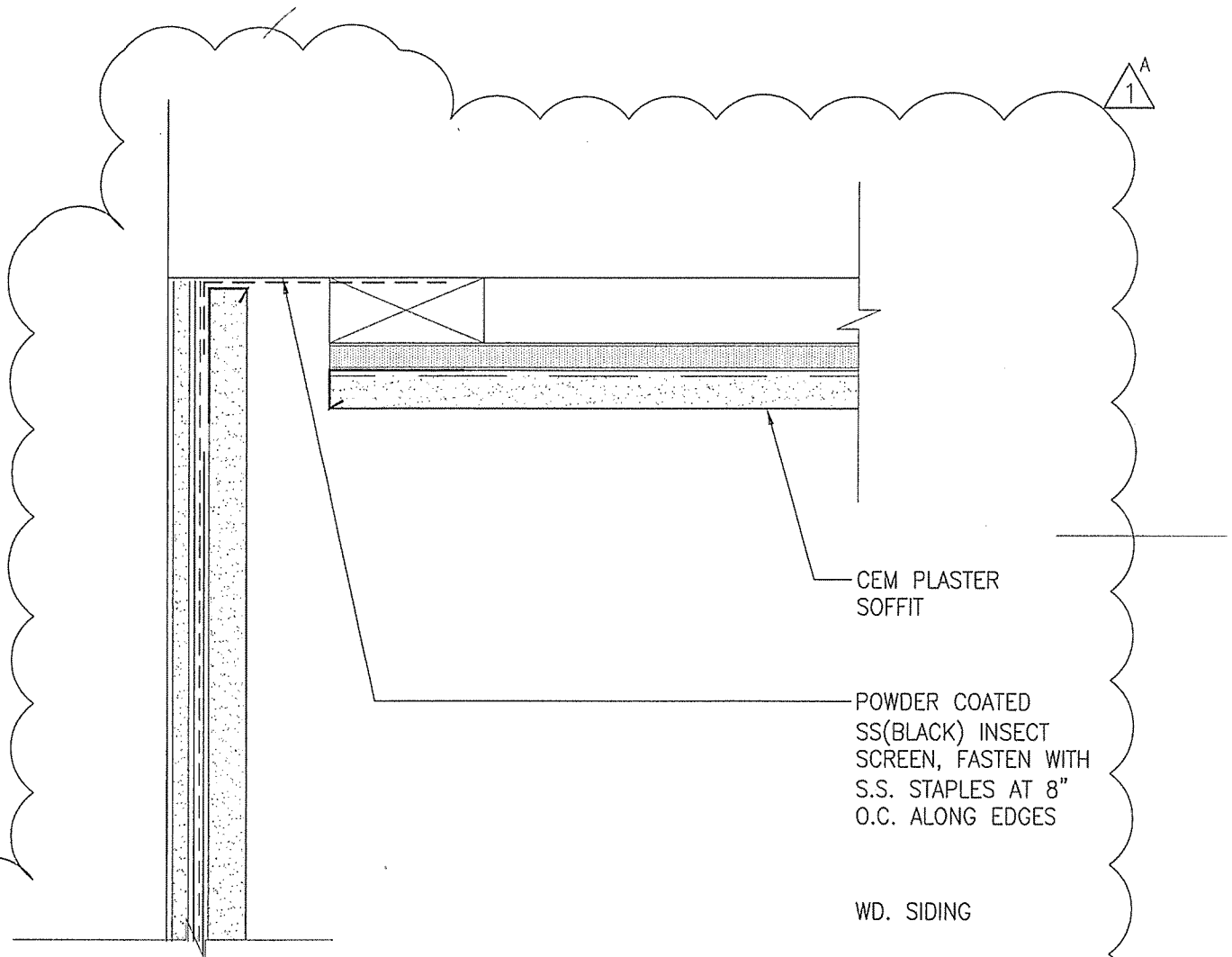
Addendum No. 1

Date: Nov. 20, 2009

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**6**



11

A8.73

# CONTINUOUS SOFFIT VENT @ CEM. PLASTER WALLS - TYP

3" = 1'-0"

**EHDD**

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EHDD Project No. 07011

Scale: AS NOTED

Ref. Drawing - A8.73

Addendum No. 1

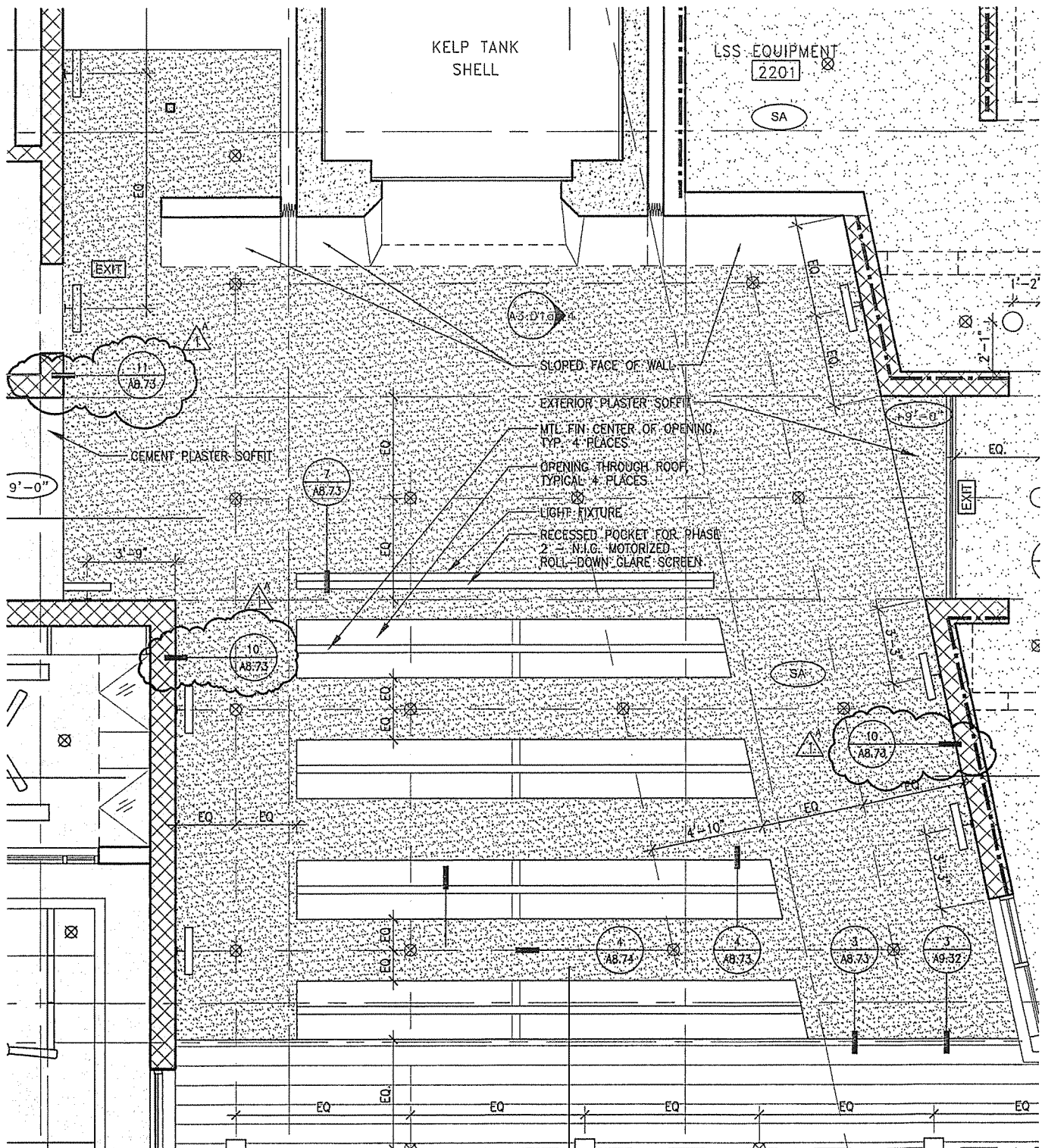
Date: Nov. 20, 2009

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UCSB Project No. FM090295L/981220

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**7**





**EHDD**

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EHDD Project No. 07011

Scale: AS NOTED

Ref. Drawing - A6.02a

Addendum No. 1

Date: Nov. 20, 2009

**UCSB Ocean Science Education Building - Phase 1**  
**UCSB Project No. FM090295L/981220**

**SK**

**8**