

TABLE OF CONTENTS

Advertisement for Bids
 Announcement to Level 2 Prequalified Bidders
 Project Directory
 Instructions to Bidders
 Supplementary Instructions to Bidders
 Information Available to Bidders
 Bid Form
 Bid Bond – Version B
 Agreement
 General Conditions
 Supplementary Conditions
 Exhibits
 Exhibits Table of Contents
 Technical Narrative
 Drawings

Division 1 Specifications

Section	01 11 00	Summary of Work
	01 21 00	Allowances
	01 22 00	Unit Prices
	01 23 00	Alternates
	01 25 00	Product Options and Substitutions
	01 26 13	Requests For Information
	01 31 00	Project Coordination
	01 31 19	Project Meetings
	01 31 42	CM/Contractor Schedules
	01 31 45	Contract Schedules
	01 33 23	Shop Drawings, Product Data and Samples
	01 35 00	Special Requirements
	01 35 40	Environmental Mitigation
	01 35 43	Hazardous Materials Procedures
	01 41 00	Regulatory Requirements
	01 42 13	Abbreviation, Symbols, & Definitions
	01 43 39	Mockups
	01 43 40	Exterior Enclosure Performance Requirements – N/A
	01 45 00	Quality Control
	01 51 00	Temporary Utilities
	01 56 00	Temporary Barriers and Enclosures
	01 56 39	Tree and Plant Protection
	01 57 23	Storm Water Pollution Prevention
	01 60 00	Product Requirements
	01 71 23	Field Engineering
	01 73 23	Supporting from Building Structure
	01 73 29	Cutting, Patching, and Matching
	01 73 35	Selective Demolition
	01 74 19	Site Waste Management Program
	01 77 00	Closeout Procedures, Final Cleaning, and Extra Materials
	01 78 36	Guarantees, Warranties, Bonds, Service & Maintenance Contracts
	01 78 39	Project As-Built Documents
	01 79 00	Training
	01 81 13	LEED™ Requirements N/A
	01 81 13.1	LEED Requirements Score Card N/A

01 91 00 Commissioning
01 92 00 Operating and Maintenance

Technical Narrative

Siegfried

1/13/2016

List of Drawings

Sheet #	Sheet Description	Phase	Rev	Date
1	Site Plan	100% SD	0	1/13/2016
1	Utility Plan	100% SD	0	11/3/2016

Project No.: 906550



Construction Documents for NORTH BOWL PARKING PHASE 2 PROJECT

VOLUME 1

University of California Merced
Merced County
Merced, California

**Design & Construction
University of California
5200 N. Lake Road
Merced, California 95343**

February 8, 2016

**ADVERTISEMENT FOR BIDS
(AFTER PREQUALIFICATION)**

**NORTH BOWL PARKING PHASE 2
PROJECT NO.: 906550
UNIVERSITY OF CALIFORNIA, MERCED**

Subject to conditions prescribed by the University of California, Merced, sealed bids for a CM at Risk contract are invited for the following work: North Bowl Parking Phase 2, Project Number: 906550.

Description of Work:

Parking lot expansion including extensive earthwork, underground utilities, electrical transformer, parking lot lighting, extension of an existing water main, irrigation for future, AC paving and markings.

Procedures: Bidding Documents will be made available to the following Level 2 Prequalified CM/Contractors on Tuesday, February 9, 2016:

Otto Construction	Robert Ussery	russer@ottoconstruction.com
Granite Construction	Jeff Grimm	Jeff.grimm@gcinc.com
A. Teichert & Son	Daniel Brown	dbrown@teichert.com
Avison Construction, Inc.	Curtis Short	cshort@avisonic.com

Bidding documents will be available at the University's ShareFile site for electronic download: hardcopy bidding documents will not be provided by the University. Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfq.asp> and the University's ShareFile site.

Mandatory Pre-Bid Conference will be conducted on Friday, February 12, 2016, beginning promptly at 10:30 A.M.. Participants shall meet at Design+Construction, 5200 North Lake Rd, Merced, CA 95340. If you need accommodations related to disabilities, please call Fran Telechea (209) 228-4453 at least 3 working days prior to Pre-Bid Conference/Project Site Visit or Bid Opening.

Requests for clarification or interpretation of the Bidding Documents must be in writing and received by Tuesday, February 16, 2016, at 4:00 P.M.. Questions received after the above-noted deadline may be answered at the discretion of the University's Representative. Questions may be emailed to:

Fran Telechea – University of California, Merced
Email: ftelechea@ucmerced.edu

Revisions, additions or deletions will be made by written addenda issued by Design+Construction.

Bids will be received only at:

(Hand & Overnight delivery only)

**UNIVERSITY OF CALIFORNIA, MERCED
Design and Construction
767 E Yosemite Ave., Bldg. B, Ste C
Merced CA 95340**

Or by US Mail at:

**UNIVERSITY OF CALIFORNIA, MERCED
Design and Construction
5200 Lake Rd.
Merced CA 95343**

Bids must be received before:

**2:00:00 P.M.
March 1, 2016**

Bid Security in the amount of 10% of the Anticipated Contract Amount shall accompany each Bid. The surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120)."

The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the work.

The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid: A or B

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

No contractor or subcontractor, regardless of tier, may be listed on a Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

NORTH BOWL PARKING PHASE 2

PROJECT NO.: 906550

Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfq.asp> and the University's ShareFile site or by calling (209)228-4479.

Estimated construction cost: \$ 3,900,000

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

University of California, Merced

February 4, 2016

ANNOUNCEMENT TO LEVEL 2 PREQUALIFIED BIDDERS

1.0 INTRODUCTION

- A. The University of California, Merced has completed Level 1 & 2 Prequalification for the subject project. The Advertisement for Bids and this Announcement to Level 2 Prequalified Bidders establishes the requirements for sealed bids, which will only be accepted from Prequalified Bidders.
- B. The Bidding Documents will be made available on Tuesday, February 9, 2016 at the University's ShareFile site for electronic download: hardcopy bidding documents will not be provided by the University. Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfg.asp> or by calling (209) 228-4479. A Planholder's List will be made available on our website at <http://www.ucmerced.edu/community/rfprfg.asp> and on the University's ShareFile site.

1.1 PURPOSE

- A. The University's primary objective in utilizing the CM/Contractor approach for this project is to bring the best available construction management, construction experience and expertise together to work with the University and its Design Professional, as a team to successfully meet the unique challenges presented by this project.

1.2 PROJECT OVERVIEW - CM/CONTRACTOR CONTRACT PROVISIONS SUMMARY

- A. The University will retain a contractor, through competitively bidding the Project, to provide Pre-Construction Services during the Project design period and to act as a general contractor to construct the Project as the design is completed. The pre-construction services during design are referred to in the Contract Documents as Phase 1; the construction period is referred to as Phase 2.
- B. The CM/Contractor, after authorization by the University, will competitively bid the various Bid Packages representing the Construction Work required to complete the Project. The Contract provides the specific competitive bidding requirements. After approval by the University, the Bid Packages will be incorporated into the Contract by Contract Amendment, and the Contract Sum will be increased accordingly. No Contract Time will be added with the incorporation of Bid Packages. No cost for Subcontractors performance or payment bonds, or insurance in lieu thereof will be included in Contract Amendments.
- C. The amount the CM/Contractor will be paid for pre-construction services during Phase 1 is established in the Contract Documents. The Phase 1 scope of services is defined in the Scope of Work exhibit.
- D. The Option Sum – Phase 2 Bid by the CM/Contractor shall represent all costs for CM/Contractor's Base Fee, General Conditions Work, and all other costs to construct the Project as a general contractor. The CM/Contractor's Base Fee is defined in the Contract Documents, and it is the amount included by the CM/Contractor in his Option Sum – Phase 2 Bid and will compensate the CM/Contractor for all adjustments in the Contract Sum up to the Maximum Anticipated Contract Value. No CM/Contractor Fee will be provided to the CM/Contractor as a result of Change Orders, Contract Amendments, Bid Packages, or through any other means, until the Contract Sum exceeds the Maximum Anticipated Contract Value. If the Contract Sum does exceed the

Maximum Anticipated Contract Value, entitlement to CM/Contractor Fee will be afforded only pursuant to the provisions of Article 7 of the General Conditions.

- E. The minimum General Conditions Work is defined in the exhibits; CM/Contractor shall provide all General Conditions Work to complete the project. The minimum items of General Conditions Work that the CM/Contractor will be expected to make available to its Subcontractors are defined in the Exhibits. This list will be required to be included with all Bid Packages so Subcontractors understand what minimum General Conditions Work items will be provided by the CM/Contractor.
- F. The Contract provides for a University Option for Phase 2 Work. The Phase 2 Work may start prior to the completion of Phase 1 so long it is not earlier than the specified Design/Construction Overlap Duration. In the event that there is overlap, or "fast track" design/construction is utilized, the Contract Time will be the time allotted for Phase 2, plus the time used for Phase 1. The Phase 1 Pre-Construction Services shall continue into Phase 2, as the design work requires.
- G. Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance and Payment Bonds required by Article 11 of the General Conditions. Failure to furnish Performance and Payment bonds may result in the assessment of liquidated damages.
- H. If the Contract Time is extended (as allowed by the Contract Documents), the CM/Contractor may be entitled to additional compensation at the daily rate for Compensable Delay as provided in the Agreement.
- I. The provisions herein are in summary form only. The CM/Contractor shall in all cases review the CM/Contractor Contract Documents for specific requirements. If there are conflicts between the provisions herein and any other Contract Documents the provisions therein shall govern.

2.1 GENERAL REQUIREMENTS

The successful CM/Contractor shall be responsible for providing the Pre-Construction Services and Construction Work as indicated below and described in greater detail in the Contract Documents.

The University will award to the successful CM/Contractor a contract for Preconstruction Services with a University Option for Construction. The Contract Time for the completion of the Phases shall be as indicated in the Agreement. Liquidated damages will be assessed per the Contract Documents.

2.2 WORK PHASES

The successful CM/Contractor shall be responsible for providing Pre-Construction Services (Phase 1), and Construction Work (Phase 2). Construction Work under Phase 2 will only commence if the University elects to exercise its Options for this Phase.

2.2.1 Preconstruction Services – Phase 1

The selected CM/Contractor shall be responsible for the Preconstruction Services for the project as identified in the CM/Contractor Contract.

2.2.1.1 The Preconstruction Services shall include (at a minimum) the following:

- a. Development of construction schedule.
- b. Cost Estimates
- c. Constructability Reviews

- d. Value Engineering
- e. Development of Bid Packages.
- f. Bid Package bidding

2.2.1.2 University has established the fee for Phase 1 as Seventy Thousand Dollars (\$700,000).

2.2.2 Construction Work - Phase 2

If the University exercises its Option for Phase 2, upon Notice to Proceed from the University, the CM/Contractor shall be responsible for the construction of the Project.

The Option Sum will be the amount bid for CM/Contractor Base Fee and General Conditions. Construction Work will be added through the bidding and award of Bid Packages by the CM/Contractor using procedures required of the University under state law. The Bid Packages will be added to the Contract Sum by Contract Amendment after the lowest, responsible, responsive bidder has been identified.

Bids will only be received at:

(Hand & Overnight delivery only)

**Design and Construction
767 E Yosemite Ave., Bldg. B, Ste C
Merced CA 95340**

Or by US Mail at:

**UNIVERSITY OF CALIFORNIA, MERCED
Design and Construction
5200 Lake Rd.
Merced CA 95343**

Bids must be received before:

**2:00:00 P.M.
March 1, 2016**

Bid Security in the amount of 10% of the Anticipated Contract Value, shall accompany each Bid. The Surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

The successful Bidder and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates.

The successful Bidder will be required to have the following State of California Contractor's license current at the time of submission of the Bid:

LICENSE CLASSIFICATION/CODE: A or B

PROJECT DIRECTORY

Project Name: North Bowl Parking Phase 2

Project No: 906550

Location: Design + Construction
University of California
Merced Campus

University: The Regents of the University of California

University's Facility person
acting on behalf of University: Michael Chow
Design+Construction
(209) 228-7659

University's Representative is: Fran Telechea
Design + Construction
(209) 228-4453

All inquiries shall be in writing and shall be
directed only to: Min Jiang
Design + Construction
(209) 228-4463

Design Professional Consultants: Paul Schneider, P.E., QSD/QSP
Siegfried
3244 Brookside Road, Ste 100
Stockton, CA 95219
(209)943-2021

Address for Stop Notices: Marianna Eastman
University of California
5200 North Lake Road
Merced CA 95343
And
Design + Construction
University of California
5200 North Lake Road
Merced CA 95343

Address for Demand for Arbitration: Western Case Management Center
6795 N. Palm Avenue, 2nd Floor
Fresno CA 93704

A copy of the Demand for Arbitration must be
sent to: University of California
Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607-5200

INSTRUCTIONS TO BIDDERS
TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS

ARTICLE 2 - BIDDER'S REPRESENTATIONS

ARTICLE 3 - BIDDING DOCUMENTS

- 3.1 COPIES
- 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS
- 3.3 PRODUCT SUBSTITUTIONS
- 3.4 SUBCONTRACTORS
- 3.5 ADDENDA
- 3.6 BUILDER'S RISK PROPERTY INSURANCE

ARTICLE 4 - PRE-BID CONFERENCE

ARTICLE 5 - BIDDING PROCEDURES

- 5.1 FORM AND STYLE OF BIDS
- 5.2 BID SECURITY
- 5.3 SUBMISSION OF BIDS
- 5.4 MODIFICATION OR WITHDRAWAL OF BID

ARTICLE 6 - CONSIDERATION OF BIDS

- 6.1 OPENING OF BIDS
- 6.2 REJECTION OF BIDS
- 6.3 AWARD

ARTICLE 7 - BID PROTEST

- 7.1 FILING A BID PROTEST
- 7.2 RESOLUTION OF BID CONTROVERSY

ARTICLE 1 **DEFINITIONS**

- 1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents.
- 1.2 The term “Addenda” means written or graphic instruments issued by University prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term “Alternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.5 The term “Bidder” means a person or firm that submits a Bid.
- 1.6 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.
- 1.8 As used in these Instructions to Bidders, the term “Facility” means the University's Facility office issuing the Bidding Documents.
- 1.9 The term “Option Sum - Phase 2” means the sum stated in the Bid for which Bidder offers to perform the Work for Phase 2 described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.10 The term “Planholder” means a person or entity known by the Facility to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.
- 1.11 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 1.12 As used in these Instructions to Bidders, the term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the University is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders. Holidays include January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, December 25th, and every day designated by the University as a holiday.

ARTICLE 2
BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

ARTICLE 3
BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids, for the sum stated therein, if any. Documents are only available in full sets and shall not be returned.

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 University makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under

which the Work is to be performed, and the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the person or firm designated in the Supplementary Instructions to Bidders.

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in its Bid, in the form of the CM/Contractor Expanded List of Subcontractors Exhibit, all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form for General Conditions Work. The CM/Contractor Expanded List of Subcontractors contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location; (4) California contractor license number. An inadvertent error in listing the California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted in writing by, and actually received from the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. The failure to provide the CM/Contractor Expanded List of Subcontractors or to list on the form any one of the items set forth above will result in the University treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to University that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the CM/Contractor Expanded List of Subcontractors shall only be substituted after the Bid Deadline with the written consent of University and in accordance with the State of California "Subletting and Subcontracting Fair Practices Act."

3.5 ADDENDA

3.5.1 Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.

3.5.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than 3 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

3.6 BUILDER'S RISK PROPERTY INSURANCE

3.6.1 University will provide builder's risk property insurance subject to deductibles in the policy as required by the General Conditions if the Anticipated Contract Value exceeds \$200,000 at the time of award and the requirements of the Project are not excluded by such coverage. A summary of the provisions of the policy is included as an Exhibit to the Contract; the policy may be reviewed at the Facility office. Bidder agrees that the University's provision of builder's risk property insurance containing said provisions meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance.

ARTICLE 4 **PRE-BID CONFERENCE**

4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by University, comments and questions are received from Bidders, and a Project site visit is conducted. University requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5 **BIDDING PROCEDURES**

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the University's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as non-responsive. If Alternates are called for and no change in the Option Sum - Phase 2 is required, indicate "No Change" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Anticipated Contract Value as security for Bidder's obligation to enter into a Contract with University on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the University or

an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or University may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to University the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which University procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

5.2.5 University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance and Payment Bonds required by Article 11 of the General Conditions.

5.2.6 If the Bidder is awarded the Contract and fails to furnish the Performance and Payment Bonds within 10 days of the University's issuance of the Notice of Intent, as required by Article 11 of the General Conditions, University may:

.1 Elect to not exercise its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, as liquidated damages, \$250,000, or

.2 Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, the difference between the amount of the Option Sum Phase 2 and the larger amount for which University procures the Work, plus liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay, beyond the 10 days for furnishing payment and performance bonds, in awarding a contract for the Construction Work to another contractor, or

.3 Elect to exercise its Option for Phase 2, after the CM/Contractor furnishes the payment and performance bonds, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay beyond the 10 days for furnishing payment and performance bonds.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Supplementary Instructions to Bidders for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, electronic (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Facility receiving Bids at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline unless otherwise provided in Supplementary Instructions to Bidders.

ARTICLE 6
CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly.

6.2 REJECTION OF BIDS

6.2.1 University will have the right to reject all Bids.

6.2.2 University will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 University will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the University awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by University and who is not rejected by University for failing or refusing, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents.

6.3.2 University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at University's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify which Bid belongs to which Bidder

from being revealed to the representative of the University selecting the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, University will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.3.3 University will determine the low Bidder on the basis of the sum of the Option Sum – Phase 2 plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the “multiplier” as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award.

The Contract Sum will be the sum of the Contract Sum-Phase 1 and the additive or deductive amounts for all Alternates that University has elected to be included in the Contract Sum as of the time of award.

6.3.4 The University will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.5 University will select the apparent lowest responsive and responsible Bidder and notify such Bidder on University's form within 50 days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all bids. Within 10 days after receipt of notice of selection as the apparent lowest responsible Bidder, Bidder shall submit to University all of the following items:

- .1 Three originals of the Agreement signed by Bidder.
- .2 Written certification from CM/Contractor's surety company that it has encumbered an amount equal to the Anticipated Contract Value less the Phase 1 Contract Sum.
- .3 Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.
- .4 Names of all Subcontractors identified on the CM/Contractor Expanded List of Subcontractors with their addresses, telephone number, facsimile number, contact person, portion of the Work, California contractor license number, and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on Report of Subcontractor Information in the form contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- .5 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application For Payment, Selection of Retention Options accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.
- .6 Provide list of Key Personnel. See Exhibits.

6.3.6 Prior to award of the Contract, University will notify Bidder in writing, if University, after due investigation, objects to a Subcontractor or Key Personnel proposed by Bidder, in which case Bidder shall propose a substitute acceptable to University. Substitution of Key Personnel shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of University to object to a proposed Subcontractor or Key Personnel prior to award shall not preclude University from requiring replacement of Subcontractor or Key Personnel based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.7 If Bidder submits three originals of the signed Agreement and all other items required to be submitted to University within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to University, University will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

6.3.8 If University consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to University all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, University may reject such Bidder's Bid and select the next apparent lowest responsive Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, shall be liable to the University for all resulting damages.

ARTICLE 7 **BID PROTEST**

7.1 FILING A BID PROTEST

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the Facility not later than 5:00 pm on the 3rd business day following:

- .1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;
- .2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

7.1.2 If a Bid is rejected by the Facility, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Bidder's receipt of the notice of rejection.

7.1.3 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsive and responsive Bidder for the Contract. A written copy of the Facility's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility.

The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.4.

7.2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board
University of California
Office of the President
1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200
Attention: Director, Construction Services

and

constructionreviewboard@ucop.edu

A copy of the appeal must be sent to all parties involved in the Bid protest and to Facility, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.4 The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- 1. Contract Time:
 - A. The time allowed for Phase 1 – Pre-Construction Services is 60 days, the “Phase 1 Time.”
 - B. The time allowed for Phase 2 – Construction is 120 days, the “Phase 2 Time.”
 - C. The Design/Construction Overlap Duration is 30 days.
 - D. Within Phase 2 Contract Time the Work shall complete as follows:
 - 1. Construction Phase 1 – Complete for University use and occupancy the areas defined as “Rough Grading for Overflow/Staging for Events and/or Fleet Parking” and “Additive Alternate Gravel Parking Stalls” no later than July 15, 2016. Liquidated damages in the amount of \$2,500/day will be associated with this Milestone.
 - 2. Construction Phase 2 – Complete for University use and occupancy the access Road to each parking area no later than August 1, 2016. Liquidated damages in the amount of \$1,500/day will be associated with this Milestone.
 - 3. Construction Phase 3 – Complete for University use and occupancy the areas defined as “Parking Stalls 331 Standard, 12 Accessible, 7 Motorcycle for a total of 350 Stalls” no later than October 1, 2016. Liquidated damages in the amount of \$500/day will be associated with this Milestone.

- 2. Contract Sum:
Contract Sum – Phase 1 is Seventy Thousand Dollars (\$70,000)

- 3. Anticipated Contract Value:
 - A. Anticipated Contract Value is \$3,100,000
 - B. Maximum Anticipated Contract Value is \$4,300,000

- 4. Requests for clarification or interpretation of the Bidding Documents must be in writing and received by Tuesday, February 16, 2016 at 4:00 P.M. Questions received after the above-noted deadline may be answered at the discretion of the University’s Representative. Question may be E-Mailed only:

Fran Telechea – University of California, Merced
Email: ftelechea@ucmerced.edu

Revisions, additions or deletions will be made by written addenda issued by Design+Construction only. Addenda will be issued through University’s ShareFile with notifications to Bidders.

- 5. The Pre-Bid Conference will be conducted at the time, day, and place indicated in the Advertisement for Bids. Attendance at Pre-Bid Conference is **MANDATORY**.

- 6. Bids will be received on or before the Bid Deadline and only at:

**Hand or Overnight
Delivery Only**

**University of California, Merced
767 E. Yosemite Ave.
Merced, CA 95340**

- 7. **Bids will be opened**

**March 1, 2016
Design+Construction
767 E. Yosemite Ave., Bldg B, Ste C
Merced, CA 95340**

- 8. Liquidated damages will only apply if the University exercises its Option for Phase 2. CM/Contractor will be assessed liquidated damages the sum of \$ **2,5000.00** for each day Construction Phase 1 remains incomplete beyond the expiration of the Contract Time. CM/Contractor will be assessed liquidated damages the sum of \$1,500 each day for Construction Phase 2 remains incomplete beyond the expiration of the Contract Time. CM/Contractor will be assessed liquidated damages the sum of \$500 each day for Construction Phase 3 Work. After Substantial Completion, the rate for

liquidated damages shall be reduced to the sum of \$250.00 per day. See Article 6 of the Agreement for detailed requirements.

9. Unit Prices: University is requesting unit prices on this project. Refer to Instructions to Bidders, Bid Form and Section 01 22 00 - Unit Prices.
10. Paragraph 5.2 "Bid Security" of the Instructions to Bidders is replaced in its entirety with the following revised Paragraph 5.2:

3.5 ADDENDA

- 3.5.1 University will issue Addenda via email or Sharefile only.

5.2 MODIFICATION OF INSTRUCTIONS TO BIDDERS – BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security, in the amount of 10% of the Anticipated Contract Value as security for Bidder's obligation to enter into a Contract with University on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form, Version B, will result in the rejection of the Bid.

If the Bidder is the successful Bidder it will be required to submit, in addition to those items required by paragraph 6.3.5, three originals of its Payment and Performance Bonds in the amount of the Phase 1 Contract Sum. The Bid Bond Version B so submitted will be retained until the successful Bidder submits all required documents and the Contract has been awarded.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and to furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all bids have been exhausted or University may reject all bids. The rejected Bidder shall be liable for and forfeit to University the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the larger amount for which University procures the Work.

5.2.3 If the Bidder is awarded the Contract and fails to furnish the Performance and Payment Bonds, within 10 days of the University's issuance of the Notice of Intent, as required by Article 11 of the General Conditions, unless Bidder has elected to proceed under paragraph 5.2.1.2, University may:

.1 Elect to not exercise its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, as liquidated damages, \$250,000, or

.2 Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, the difference between the amount of the Option Sum Phase 2 and the larger amount for which University procures the Work, plus liquidated damages at the rate specified in Article 6 of this Agreement, for each day of delay, beyond the 10 days for furnishing Payment and Performance Bonds, in awarding a contract for the Construction Work to another contractor, or

.3 Elect to exercise its Option for Phase 2, after the CM/Contractor furnishes the Payment and Performance Bonds, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, liquidated damages at the rate specified in Article 6 of this Agreement, for each day of delay beyond the 10 days for furnishing Payment and Performance Bonds.

5.2.4 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing a notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

5.2.5 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

5.2.6 University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance and Payment Bonds required by Article 11 of the General Conditions.

11. The California State General Prevailing Wage Determination for this Project is determined by the first advertised date. Bidder is required to refer to the California Department of Industrial Relations website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>) and confirm the correct Prevailing Wage Determination for this Project.

INFORMATION AVAILABLE TO BIDDERS

The following information is made available for the convenience of bidders and is not a part of the Contract. The information is provided subject to the provisions of Article 3 of the General Conditions.

1. State of California, Department of Industrial Relations, Prevailing Wage Determinations for Statewide, Northern California, and Merced County may be found at http://www.dir.ca.gov/DLSR/statistics_research.html
 - A. No special determinations have been received from the Department of Industrial Relations for this project.
 - B. 1st publication date of the Advertisement for Bids.
2. List of CM/Contractors who are prequalified to submit bids.
3. Geotechnical Investigation Letter

The University of California has contracts for materials, equipment and/or services with the suppliers listed on the Office of the President Procurement Services website at <http://www.ucop.edu/procurement-services/supplier-information/ucop-designated-construction-agreements.html> .

General Contractors or others submitting bids for University construction projects may enter into agreements with these suppliers that utilize the pricing and terms contained in the University-supplier agreements. The university does not represent or warrant that materials/equipment/services of these suppliers meet the requirements of the University's construction contracts.

Use of such suppliers shall not relieve Contractor from its obligation to meet all contractual requirements in any contracts with the University. The university will not be a party to any agreements with such suppliers and accepts no performance obligations or liability with respect to such agreements.

BID FORM

FOR: NORTH BOWL PARKING PHASE 2
UNIVERSITY OF CALIFORNIA
MERCED CAMPUS, MERCED COUNTY
MERCED, CALIFORNIA

BID TO: DESIGN+CONSTRUCTION
UNIVERSITY OF CALIFORNIA, MERCED
767 E. YOSEMITE AVE., SUITE C
MERCED, CALIFORNIA 95340
TELEPHONE: (209) 228-4479

BID FROM:

(Name of Bidder)

(Address)

_____, _____
(City) (State) (Zip Code)

(Telephone Number)

(Date Bid Submitted)

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 will result in the Bid being rejected as non-responsive.

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license 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; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder represents that the Key Personnel identified in its Prequalification submittal shall be the Bidder's personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Bidder. Bidder further agrees that it will not withdraw its Bid within 60 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 for Phase 1 within 60 days after the date of commencement specified in the Notice to Proceed and to complete the Work for Phase 2 within 120 days after the date for commencement specified in the Notice to Proceed if the University exercises its Option for Phase 2.

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 have been issued for this Bid.

3.0 CONTRACT SUM – PHASE 1

The Contract Sum at time of award will be the Phase 1 Contract Sum. See Supplementary Instructions to Bidders for value.

4.0 OPTION SUM – PHASE 2

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(Place figures in appropriate boxes.)

Bidder includes in the Option Sum – Phase 2, the following allowances:

- \$20,000 for Allowance No. 1 Utilities as identified in Section 01 21 00.
- \$50,000 for Allowance No. 2 Traffic Control as identified in Section 01 21 00.

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES - N/A

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS

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 for Phase 2. (MINIMUM AMOUNT ALLOWED IS \$1.00)

\$

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 X {NUMBER} multiplier

(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. 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, of the CM/Contractor and all subcontractors, suppliers, persons and entities under CM/Contractor on the Project, including without limitation all subcontractors added by Contract Amendment. 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 – N/A

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the work included in this bid (Option Sum – Phase 2):

Yes _____

If “Yes”, attach a completed CM/Contractor Expanded List of Subcontractors form.

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES – N/A

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

If a corporation, corporation is organized under the laws:

STATE OF _____.
(State)

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

If A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS:

PERSONS SIGNING ON BEHALF OF BIDDER:

(Insert Names and Titles)

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.)

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)
2. If "Yes" in 9.0 above, a completed CM/Contractor Expanded List of Subcontractors form.
3. If "Yes" in 10.0 above, a completed CM/Contractor Expanded List of Subcontractors form identified as "LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES".
4. Exhibit 3 of Key Personnel Schedule

13.0 DECLARATION

I, _____, hereby declare that I am the
(Printed name)

_____ 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 further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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 City, otherwise Name of County), State of

_____, on _____.
(State) (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 \$ 310,000 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:

NORTH BOWL PARKING PHASE 2
PROJECT NO. 906550
UNIVERSITY OF CALIFORNIA, MERCED
MERCED CALIFORNIA

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 **60** 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 **60** 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.

Project Name:

Project No.:

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Principal:

(Name of Firm)

Surety:

(Name of Firm)

By:

By:

Title:

Title:

Address for Notices:

NOTE: The signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer must also be included with the Bid Bond.

AGREEMENT

THIS AGREEMENT is made as of the day of , 2016, between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”),

whose facility is:	University of California Merced Campus
whose address for notices is:	Design + Construction University of California 5200 N. Lake Rd. Merced, California, 95343
and CM/Contractor: whose address for notices is:	
for the Project:	North Bowl Parking Phase 2 University of California Project No. 906550 Merced Campus, Merced County Merced, California
University's Responsible Administrator:	Michael Chow
University's Representative is:	Fran Telechea
whose address for notices is:	Design + Construction University of California 5200 N. Lake Rd. Merced, California, 95343
Contract Documents for the Work Prepared by:	Siegfried 3244 Brookside Road, Ste 100 Stockton, CA 95219

University and CM/Contractor hereby agree as follows:

ARTICLE 1 WORK

CM/Contractor shall provide all work required by the Contract Documents (the "Work"). CM/Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions or Contract Amendments ordered by the University pursuant to Article 16 of the General Conditions. The Work will be performed in Phases identified as follows:

Phase 1 – Pre-Construction Services

Phase 2 – Construction

ARTICLE 2 OPTION

The University may require the performance of the Work under Phase 2 by exercising its option, in writing, directing the CM/Contractor to proceed with performance under Phase 2. The Option for Phase 2 may be exercised at any time after the Notice to Proceed is issued for Phase 1, but no earlier than the Phase 1 duration less the Design/Construction Overlap Duration, nor later than 30 days after the completion of Phase 1.

ARTICLE 3 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Prequalified CM/Contractors, the Announcement to Level 1 Prequalified Bidders, the Announcement to Level 2 Prequalified Bidders, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Contract Amendments, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and CM/Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and CM/Contractor and supersedes any previous agreements or understandings.

ARTICLE 4 CONTRACT SUM

Subject to the provisions of the Contract Documents, University shall pay to CM/Contractor for the performance of the Pre-Construction Services, the sum of 70,000, the Contract Sum. The Contract Sum may be increased by the following Option Sum – Phase 2, if the University exercises its option for Phase 2:

Option Sum - Phase 2 - ~~{ \$AMOUNT IN FIGURES }~~

Unit prices, if any, are as follows: N/A

If the University exercises its option for Phase 2, the Contract Sum will be increased, by an amount equal to the unit price multiplied by the actual number of units of each Unit Price item incorporated in the Work. The Anticipated Contract Value for the Work hereunder is 3,110,000. The Maximum Anticipated Contract Value for the Work hereunder is \$4,300,000. The University does not represent that either the Anticipated Contract Value or the Maximum Anticipated Contract Value will be reached and the CM/Contractor's right of recovery shall be limited to the Contract Sum as increased, if at all, pursuant to the provisions of this Agreement.

The Option Sum – Phase 2 includes the following Alternate accepted by University: NONE

ARTICLE 5 CONTRACT TIME

Phase 1 - CM/Contractor shall commence the Work for Phase 1 on the date specified in the Notice to Proceed for Phase 1 and fully complete the work within 60 days, the "Phase 1 Time". The Contract Time on the date of contract award is the Phase 1 Time.

Phase 2 – The CM/Contractor shall commence the Work for Phase 2 on the date specified in the Notice to Proceed for Phase 2 and fully complete the Work for Phase 2 within 120 days, the "Phase 2 Time". Upon issuance of the Notice to Proceed for Phase 2, the Contract Time will be revised to be number of days calculated from the date specified on the Phase 1 Notice to Proceed, as modified by Change Order, to the date of the Notice to Proceed for Phase 2 plus the Phase 2 Time.

By signing this agreement, CM/Contractor represents to University that the contract time for each Phase is reasonable for completion of the work for that Phase and that CM/Contractor will complete the Work within the Contract Time.

ARTICLE 6 LIQUIDATED DAMAGES

If CM/Contractor fails to complete the Work within the Contract Time, CM/Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of: \$2,5000.00 for Construction Phase 1, \$1,500 for Construction Phase 2 and \$500 for Construction Phase 3 each day after the expiration of the Contract Time for Construction that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$250.00 per day. University and CM/Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from CM/Contractor from any amounts otherwise due to CM/Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of CM/Contractor other than failing to complete the Work within the Contract Time. This Article 6 will only apply if the University exercises its Option for Phase 2.

ARTICLE 7 COMPENSABLE DELAY

If CM/Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of \$ {AMOUNT IN FIGURES} per day for each day for which such compensation is payable.

This Article 7 will only apply if the University exercises its Option for Phase 2, and only to the extent that CM/Contractor fulfills requisites proving entitlement to Compensable Delay damages.

ARTICLE 8 DUE AUTHORIZATION

The person or persons signing this Agreement on behalf of CM/Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by CM/Contractor.

ARTICLE 9 PHASE 1 TERMINATION

University may terminate the Phase 1 Work for convenience any time upon 5 days written notice. In the event of such termination of the Phase 1 Work for convenience, the University shall pay

CM/Contractor the reasonable value of CM/Contractor's Work up to the effective date of termination, not to exceed the Contract Sum for Phase 1.

Article 13.4 of the General Conditions shall not apply to any termination of the Phase 1 Work for convenience; Article 13.4 only shall apply to termination for convenience of the Phase 2 Work.

ARTICLE 10 CM/CONTRACTOR'S REPRESENTATIONS

Without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, the CM/Contractor makes the following representations to University:

- a. CM/Contractor accepts the relationship of trust and confidence with the University established by the Contract Documents. CM/Contractor will cooperate with University.
- b. CM/Contractor has carefully examined the site of the Project, to the extent available, and the adjacent areas, has suitably investigated the nature and location of the Work and has satisfied itself as to the general and local conditions which will be applicable, including but not limited to: (a) conditions related to site access and to the transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the site and existing site conditions including: size, utility capacities and connection options of external utilities; (e) the surface conditions of the ground and (f) the character and availability of the equipment and facilities which will be needed prior to and during the performance of Work.
- c. CM/Contractor has suitably reviewed documentation furnished by University in the Information Available to Bidders.
- d. All labor, services, materials, equipment and furnishings incorporated into or used in the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents) and free of liens, claims and security interests of third parties. If required by the University, CM/Contractor will furnish satisfactory evidence as to the kind and quality of the materials, equipment and furnishings.
- e. The Work will be of good quality, free of defects and will conform with the requirements of the Contract Documents. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the University in advance, may be considered defective.
- f. All Project Construction Cost Estimates provided by the CM/Contractor for the Work, based on 50% complete (or greater percentage of completion), Drawing and Specification submittals, produced by the University's Design Professional, will be complete and accurate; will incorporate the cost for the means and methods required to complete the Work; and will incorporate the cost for all schedule constraints shown in the Contract Schedule necessary to complete the work within Contract Time.

THIS AGREEMENT is entered into by University and CM/Contractor as of the date set forth above.

CM/CONTRACTOR:

UNIVERSITY:
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Name of Firm)

Design+Construction, Merced Campus

(Type of Organization)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

Michael Chow

(Printed Name)

(Title)

(Title)

California Contractor's License(s):

(Name of License)

(Classification and License Number)

(Expiration Date)

(Employer Identification Number)

Attach notary acknowledgment for all signatures of CM/Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.

GENERAL CONDITIONS
(CM at Risk – Without UCIP Coverage)

TABLE OF CONTENTS

	Page
ARTICLE 1 GENERAL PROVISIONS	
1.1 Basic Definitions	4
1.2 Ownership and Use of Contract Documents.....	8
1.3 Interpretation	8
ARTICLE 2 UNIVERSITY	
2.1 Information and Services Provided by University	9
2.2 Access to Project Site.....	9
2.3 University's Right to Stop the Work	10
2.4 University's Right to Carry Out the Work	10
2.5 University's Right to Replace University's Representative.....	10
ARTICLE 3 CM/CONTRACTOR	
3.1 Review of Contract Documents and Field Conditions by CM/Contractor.....	10
3.2 Supervision and Construction Procedures.....	10
3.3 Labor and Materials	11
3.4 CM/Contractor's Warranty	11
3.5 Taxes.....	11
3.6 Permits, Fees, and Notices.....	11
3.7 Applicable Code Requirements	12
3.8 Superintendent and Key Personnel	12
3.9 Schedules Required of CM/Contractor	14
3.10 As-Built Documents	14
3.11 Documents and Samples at Project Site	14
3.12 Shop Drawings, Product Data, and Samples.....	14
3.13 Use of Site and Clean Up	15
3.14 Cutting, Fitting, and Patching.....	15
3.15 Access to Construction Work.....	16
3.16 Royalties and Patents.....	16
3.17 Differing Site Conditions	16
3.18 Concealed, Unforeseen, or Unknown Conditions or Events.....	16
3.19 Hazardous Materials.....	17
3.20 Information Available to Bidders	17
3.21 Liability for and Repair of Damaged Construction Work	17
3.22 Indemnification	18
3.23 Bidding.....	19
ARTICLE 4 ADMINISTRATION OF THE CONTRACT	
4.1 Administration of the Contract by University's Representative.....	19
4.2 CM/Contractor Change Order Requests.....	20
4.3 Claims.....	21

4.4 Assertion of Claims 23
 4.5 Decision of University's Representative on Claims 23
 4.6 Mediation 24
 4.7 Arbitration 24
 4.8 Waiver 25

ARTICLE 5 SUBCONTRACTORS

5.1 Award of Subcontracts and Other Contracts for Portions of the Construction Work 25
 5.2 Subcontractual Relations 25
 5.3 Contingent Assignment of Subcontracts 26

ARTICLE 6 CONSTRUCTION BY UNIVERSITY OR BY SEPARATE CONTRACTORS

6.1 University's Right to Perform Construction and to Award Separate Contracts 26
 6.2 Mutual Responsibility 26
 6.3 University's Right to Clean Up 27

ARTICLE 7 CHANGES IN THE WORK

7.1 Changes 27
 7.2 Definitions 27
 7.3 Change Order Procedures 27
 7.4 Field Orders 30
 7.5 Variation in Quantity of Unit Price Work 31
 7.6 Waiver 31

ARTICLE 8 CONTRACT TIME

8.1 Commencement of the Work 31
 8.2 Progress and Completion 31
 8.3 Delay 32
 8.4 Adjustment of the Contract Time for Delay 32
 8.5 Compensation for Delay 33
 8.6 Waiver 33

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 Cost Breakdown 33
 9.2 Progress Payment 34
 9.3 Application for Payment 34
 9.4 Certificate for Payment 35
 9.5 Deposit of Securities in Lieu of Retention and Deposit of Retention into Escrow 36
 9.6 Beneficial Occupancy 36
 9.7 Substantial Completion 37
 9.8 Final Completion and Final Payment 37

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs 38
 10.2 Safety of Persons and Property 38
 10.3 Emergencies 38

ARTICLE 11 INSURANCE AND BONDS

11.1 CM/Contractor's Insurance 38

11.2 Builder's Risk Property Insurance 40
 11.3 Performance Bond and Payment Bond 40

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work 41
 12.2 Correction of Defective Work and Guarantee to Repair Period 41

ARTICLE 13 TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Termination by CM/Contractor..... 42
 13.2 Termination by University for Cause..... 42
 13.3 Suspension by University for Convenience 43
 13.4 Termination by University for Convenience 44

ARTICLE 14 STATUTORY AND OTHER REQUIREMENTS

14.1 Patient Health Information 45
 14.2 Nondiscrimination 45
 14.3 Prevailing Wage Rates 46
 14.4 Payroll Records 46
 14.5 Apprentices..... 47
 14. Construction Work Day..... 48

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Governing Law 48
 15.2 Successors and Assigns..... 48
 15.3 Rights and Remedies 48
 15.4 Survival..... 48
 15.5 Complete Agreement..... 49
 15.6 Severability of Provisions..... 49
 15.7 University's Right to Audit 49
 15.8 Methods of Delivery for Specified Documents 49
 15.9 Time of the Essence 49
 15.10 Mutual Duty to Mitigate 49

ARTICLE 16 CONTRACT AMENDMENTS

16.1 General..... 50
 16.2 Adjustment of Performance and Payment Bonds and Builder's Risk Insurance..... 50
 16.3 Option 50
 16.4 Bid Package(s) 50

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS**1.1.1 APPLICABLE CODE REQUIREMENTS**

The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, CM/Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work including without limitation the requirements set forth in Article 3.7 of the General Conditions.

1.1.2 APPLICATION FOR PAYMENT

The term "Application for Payment" means the submittal from CM/Contractor wherein payment for certain portions of the completed Work is requested in accordance with Article 9 of the General Conditions.

1.1.3 ANTICIPATED CONTRACT VALUE

The term "Anticipated Contract Value" means the amount that the University anticipates the Work will cost at Final Completion.

1.1.4 BENEFICIAL OCCUPANCY

The term "Beneficial Occupancy" means the University's occupancy or use of any part of the Work in accordance with Article 9 of the General Conditions.

1.1.5 BID PACKAGE

The term "Bid Package" means a part of the Construction Work represented by a particular Design Package prepared by the University's Design Professional, and reviewed by the CM/Contractor in Phase 1 per the Scope of Work, and performed by CM/Contractor's Subcontractors or self-performed. All Bid Packages will be incorporated into the Contract by Contract Amendment and the price thereof will, together with the CM/Contractor's Option Sum - Phase 2, be the total amount due the CM/Contractor.

1.1.6 CERTIFICATE FOR PAYMENT

The term "Certificate for Payment" means the form signed by University's Representative attesting to the CM/Contractor's right to receive payment for certain completed portions of the Work in accordance with Article 9 of the General Conditions.

1.1.7 CHANGE ORDER

See Article 7.2 of the General Conditions.

1.1.8 CLAIM

See Article 4.3 of the General Conditions.

1.1.9 CM/CONTRACTOR

The term "CM/Contractor" means the person or firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

1.1.10 CM/CONTRACTOR BASE FEE

The term "CM/Contractor Base Fee" means the price the CM/Contractor has included in his Option Sum - Phase 2 that represents all costs for the following items incurred in performing the Construction Work:

- .1 Salaries, or other compensation, of the CM/Contractor's officers, executives or other supervisory personnel at the CM/Contractor's Home Office.
- .2 All expenses of the CM/Contractor in connection with maintaining and operating its Home Office of CM/Contractor other than field office of the Project.
- .3 Any part of the CM/Contractor's capital expenses, including interest on the CM/Contractor's capital employed for the Work.
- .4 Except as specifically provided elsewhere in the Contract Documents, rental costs of machinery and equipment.
- .5 Profit, overhead or general expenses of any kind, except as may be expressly included elsewhere in the Contract Documents, including Home Office supervision of all subcontracted work.

- .6 Payments made by CM/Contractor to its employees or personnel on account of merit bonuses.
- .7 All salaries, cost and expenses incurred by CM/Contractor in estimating and preparing estimates, administration of the Construction Work and all other cost data and preparation required by University, exclusive of the time involving the CM/Contractor's field forces engaged in the actual field performance of the Construction Work.
- .8 All cost and expenses of purchasing and expediting all purchase orders, exclusive of the time involving the CM/Contractor's field forces engaged in the actual field performance of the Construction Work.
- .9 All cost and expenses of supervision and administration of progress and cost control by executives above the level of Project Manager.
- .10 General accounting, auditing and billing to University, Subcontractors and purchase orders, payment of voucher costs, and payment of labor taxes and insurance.
- .11 Supervision of insurance and taxation matters.
- .12 All travel expenses of CM/Contractor's officers and executives, and relocation costs of personnel involved in the Project.
- .13 All expenses paid or incurred for purchase or rental of office equipment, stationery, stamps and office supplies of any kind or nature whatsoever for Home Office.
- .14 All costs of any business licenses required by CM/Contractor, and all dues, assessments and contributions paid or payable to CM/Contractor's technical or trade associations.
- .15 All cost of insurance on tools and equipment owned or furnished by CM/Contractor; taxes assessed against property and equipment of CM/Contractor which is not to be incorporated into the Project; taxes on gross income, except gross receipts tax, profit and net income of CM/Contractor; and interest or money borrowed or furnished by CM/Contractor.
- .16 All cost of Subcontractor performance or payment bonds, or insurance in lieu thereof.
- .17 Storage costs at yards owned and leased by CM/Contractor, except any yard leased by CM/Contractor on a short-term basis solely for purposes of the Project, with University's prior written approval.
- .18 All costs incurred by CM/Contractor in violation of any terms, provision, or agreement set forth in the Contract Documents.
- .19 Consultations with University and its Design Professionals, and other consultants engaged by the University with respect to the Construction Work.

1.1.11 COMPENSABLE DELAY

The term "Compensable Delay" means a delay that entitles the CM/Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time pursuant to Articles 7 and 8 of the General Conditions.

1.1.12 CONSTRUCTION WORK

The term "Construction Work" means that portion of the Work consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents, including, without limitation, all CM/Contractor Base Fee, General Conditions Work, and Bid Packages.

1.1.13 CONTRACT

The term "Contract" shall have the meaning identified in Article 3 of the Agreement.

1.1.14 CONTRACT AMENDMENT

The term "Contract Amendment" means the contract instrument to modify the Contract to exercise the Option or to include Bid Packages.

1.1.15 CONTRACT DOCUMENTS

The term "Contract Documents" means all documents listed in Article 3 of the Agreement, as modified by Change Order, including but not limited to the Drawings and Specifications.

1.1.16 CONTRACT SCHEDULE

The term "Contract Schedule" means the graphical representation of a practical plan, in accordance with the Specifications, to perform and complete the Work within the Contract Time in accordance with Article 3 of the General Conditions.

1.1.17 CONTRACT SUM

The term "Contract Sum" means the amount of compensation stated in the Agreement for the performance of the Work, as adjusted by Change Order or Contract Amendment.

1.1.18 CONTRACT TIME

The term "Contract Time" means the number of days set forth in the Agreement, as adjusted by Change Order or Contract Amendment, within which CM/Contractor must achieve Final Completion of the Work.

1.1.19 CONTRACTOR FEE

See Article 7.3 of the General Conditions.

1.1.20 COST OF EXTRA WORK

See Article 7.3 of the General Conditions.

1.1.21 DAY

The term "day," as used in the Contract Documents, shall mean calendar day, unless otherwise specifically provided.

1.1.22 DEFECTIVE WORK

The term "Defective Work" means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of University's Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

1.1.23 DESIGN/CONSTRUCTION OVERLAP DURATION

The term "Design/Construction Overlap Duration" is the maximum period of time stipulated in the Contract Documents that the University will allow Phase 2 to start prior to the scheduled completion of Phase 1. See Supplementary Conditions for the specified time period for Design/Construction Overlap Duration.

1.1.24 DESIGN PACKAGE

The term "Design Package" means the Drawings and Specifications for a component of the Construction Work as shown on the Project Schedule Exhibit.

1.1.25 DESIGN PROFESSIONAL

The term "Design Professional" means the individuals or entities who University has hired to provide architectural, engineering, and other professional services required for the coordinated design of the Project.

1.1.26 DESIGN WORK

The term "Design Work" means the work performed by Design Professional(s) to produce Bid Packages and a coordinated design for the Project; which incorporates University approved input by CM/Contractor resulting from its Phase 1 Pre-Construction Services.

1.1.27 DRAWINGS

The term "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

1.1.28 EXCUSABLE DELAY

The term "Excusable Delay" means a delay that entitles the CM/Contractor to an adjustment of the Contract Time but not an adjustment of the Contract Sum, pursuant to Articles 7 and 8 of the General Conditions.

1.1.29 EXTRA WORK

The term "Extra Work" means Work beyond or in addition to the Work required by the Contract Documents.

1.1.30 FIELD ORDER

See Article 7.2 of the General Conditions.

1.1.31 FINAL COMPLETION

The term "Final Completion" means the date at which the Construction Work has been fully completed in accordance with the requirements of the Contract Documents pursuant to Article 9.8.1 of the General Conditions.

1.1.32 GENERAL CONDITIONS WORK

The term "General Conditions Work" means all work and associated cost to complete the Construction Work that is not included in CM/Contractor's Base Fee or in Bid Packages; including, but not limited to, items required by the exhibits. All costs for General Conditions Work incurred in performing the Contract shall be included in the CM/Contractor's Option Sum - Phase 2.

1.1.33 GUARANTEE TO REPAIR PERIOD

See Article 12.2 of the General Conditions.

1.1.34 HAZARDOUS MATERIAL

The term "Hazardous Material" means any substance or material identified as hazardous under any California or federal statute governing handling, disposal and/or cleanup of any such substance or material.

1.1.35 HOME OFFICE

The term "Home Office" means any and all offices, including but not limited to principal, branch, or main office, the CM/Contractor may have before or during the Work, except its field office for this Project.

1.1.36 MAXIMUM ANTICIPATED CONTRACT VALUE

The term "Maximum Anticipated Contract Value" means the maximum amount that the University anticipates the Work will cost at Final Completion.

1.1.37 NOTICE OF INTENT

The term "Notice of Intent" means the notice given by the University's Representative that the University intends to exercise its Option for Phase 2. This notice shall provide time for the CM/Contractor to submit certain Contract Documents prior to a Contract Amendment being issued for Phase 2.

1.1.38 OPTION

See Article 2 of the Agreement and Article 16 of these General Conditions.

1.1.39 OPTION SUM – PHASE 2

See Article 4 of the Agreement.

1.1.40 PHASE 2 TIME

See Article 5 of the Agreement.

1.1.41 PRE-CONSTRUCTION SERVICES

The term "Pre-Construction Services" means the services provided by the CM/Contractor under Phase 1 of the Scope of Work. The Pre-Construction Services shall continue through Design/Construction Overlap Duration, if any, after the University's Option for Phase 2 is exercised.

1.1.42 PROJECT

The term "Project" means the Work of the Contract and all other work, labor, equipment, and materials necessary to accomplish the Project. The Project may include construction by University or by Separate Contractors.

1.1.43 SEPARATE CONTRACTOR

The term "Separate Contractor" means a person or firm under separate contract with University performing other work related to the Project.

1.1.44 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

See Article 3.12 of the General Conditions.

1.1.45 SPECIFICATIONS

The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.46 SUBCONTRACTOR

The term "Subcontractor" means a person or firm that has a contract with CM/Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

1.1.47 SUBSTANTIAL COMPLETION

See Article 9.7 of the General Conditions.

1.1.48 SUPERINTENDENT

The term "Superintendent" means the person designated by CM/Contractor to represent CM/Contractor at the Project site in accordance with Article 3 of the General Conditions.

1.1.49 TIER

The term "tier" means the contractual level of a Subcontractor or supplier with respect to CM/Contractor. For example, a first-tier Subcontractor is under subcontract with CM/Contractor, a second-tier Subcontractor is under subcontract with a first-tier Subcontractor, and so on.

1.1.50 UNEXCUSABLE DELAY

The term "Unexcusable Delay" means a delay that does not entitle the CM/Contractor to an adjustment of the Contract Sum and does not entitle the CM/Contractor to an adjustment of the Contract Time.

1.1.51 UNILATERAL CHANGE ORDER

See Article 7.2 of the General Conditions.

1.1.52 UNIVERSITY

The term "University" means The Regents of the University of California.

1.1.53 UNIVERSITY'S BUILDING OFFICIAL

The term "University's Building Official" means the individual the University has designated to act in the capacity as the "Building Official" as defined by the California Building Standards Code. The University's Building Official will determine whether the Work complies with Applicable Code Requirements and will determine whether and when it is appropriate to issue a Certificate of Occupancy.

1.1.54 UNIVERSITY'S REPRESENTATIVE

The term "University's Representative" means the person or firm identified as such in the Agreement.

1.1.55 UNIVERSITY'S RESPONSIBLE ADMINISTRATOR

The term "University's Responsible Administrator" means the person, or his or her authorized designee, who is authorized to execute the Agreement, Change Order, Contract Amendment, Field Order and other applicable Contract Documents on behalf of the University.

1.1.56 WORK

The term "Work" means the Pre-Construction Services and all Construction Work and other requirements of the Contract Documents as modified by Change Order or Contract Amendment, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided, or to be provided by, CM/Contractor to fulfill CM/Contractor's obligations without limitation. The Work may constitute the whole or a part of the Project.

1.2 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

1.2.1 The Contract Documents and all copies thereof furnished to or provided by CM/Contractor are the property of the University and are not to be used by CM/Contractor on other work.

1.3 INTERPRETATION

1.3.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In the case of conflict between terms of the Contract Documents, the following order of precedence shall apply:

- .1 The Agreement
- .2 The Supplementary Conditions
- .3 The General Conditions

.4 The Specifications

.5 The Drawings

1.3.2 With respect to the Drawings, figured dimensions shall control over scaled measurements and specific details shall control over typical or standard details.

1.3.3 With respect to the Contract Documents, Addenda shall govern over other portions of the Contract Documents to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specifically noted.

1.3.4 Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control CM/Contractor in dividing the Construction Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.3.5 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings; and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.6 The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.3.7 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

ARTICLE 2

UNIVERSITY

2.1 INFORMATION AND SERVICES PROVIDED BY UNIVERSITY

2.1.1 If required for performance of the Work, as determined by University's Representative, University will make available a survey describing known physical characteristics, boundaries, easements, and utility locations for the Project site.

2.1.2 University is not subject to any requirement to obtain or pay for local building permits, inspection fees, plan checking fees, or certain utility fees. Except as otherwise provided in the Contract Documents, University will obtain and pay for any utility permits, demolition permits, easements, and government approvals for the use or occupancy of permanent structures required in connection with the Construction Work.

2.1.3 CM/Contractor will be furnished, free of charge, such copies of the Contract Documents, as University deems reasonably necessary for execution of the Work.

2.2 ACCESS TO PROJECT SITE

2.2.1 University will provide access to the lands and facilities upon which the Construction Work is to be performed at the time it exercises its Option for Phase 2, including such access and other lands and facilities designated in the Contract Documents for use by CM/Contractor.

2.3 UNIVERSITY'S RIGHT TO STOP THE WORK

2.3.1 If CM/Contractor fails to correct Defective Work as required by Article 12.2 of the General Conditions or fails to perform the Work in accordance with the Contract Documents, University or University's Representative may direct CM/Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by CM/Contractor. CM/Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. University and

University's Representative have no duty or responsibility to CM/Contractor or any other party to exercise the right to stop the Work.

2.4 UNIVERSITY'S RIGHT TO CARRY OUT THE WORK

2.4.1 If CM/Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and, after receipt of written notice from University, fails within 2 days, excluding Saturdays, Sundays and legal holidays, or within such additional time as the University may specify, to correct such failure, University may, without prejudice to other remedies University may have, correct such failure at CM/Contractor's expense. In such case, University will be entitled to deduct from payments then or thereafter due CM/Contractor the cost of correcting such failure, including without limitation compensation for the additional services and expenses of University's consultants made necessary thereby. If payments then or thereafter due CM/Contractor are not sufficient to cover such amounts, CM/Contractor shall pay the additional amount to University.

2.5 UNIVERSITY'S RIGHT TO REPLACE UNIVERSITY'S REPRESENTATIVE

2.5.1 University may at any time and from time to time, without prior notice to or approval of CM/Contractor, replace University's Representative with a new University's Representative. Upon receipt of notice from University informing CM/Contractor of such replacement and identifying the new University's Representative, CM/Contractor shall recognize such person or firm as University's Representative for all purposes under the Contract Documents.

ARTICLE 3

CM/CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CM/CONTRACTOR

3.1.1 CM/Contractor and its Subcontractors shall carefully study and compare each of the Contract Documents with the others and with information furnished or made available by University, and shall promptly report in writing to University's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements observed by CM/Contractor or its Subcontractors.

3.1.2 CM/Contractor and its Subcontractors shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to CM/Contractor before commencing any item of Construction Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to University's Representative.

3.1.3 If CM/Contractor and its Subcontractors performs any construction activity involving an error, inconsistency, or omission referred to in Articles 3.1.1 and 3.1.2 of the General Conditions, without giving the notice required in those Articles and obtaining the written consent of University's Representative, CM/Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

3.1.4 CM/Contractor, as part of the Scope of Work in the Exhibits, has assisted the University in preparing Contract Documents for Bid Packages that will be incorporated into the Contract by Contract Amendment. CM/Contractor shall be responsible for all Losses attributable to the errors or omissions of the CM/Contractor in the performance of Pre-Construction Services and all services required in the preparation of the various Bid Packages.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CM/Contractor shall supervise, coordinate, and direct the Construction Work using CM/Contractor's best skill and attention. CM/Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Construction Work. CM/Contractor shall manage and administer all phases of construction activities to achieve the completion of all Bid Packages within the requirements of the Contract Documents. The CM/Contractor shall coordinate the work of its Subcontractors to optimize efficiency and minimize conflict and interference between the various Subcontractors on-site.

3.2.2 CM/Contractor shall be responsible to University for acts and omissions of CM/Contractor's agents, employees, and Subcontractors, and their respective agents and employees.

3.2.3 CM/Contractor shall not be relieved of its obligation to perform the Construction Work in accordance with the Contract Documents either by acts or omissions of University or University's Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than CM/Contractor.

3.2.4 CM/Contractor shall be responsible for inspection of all portions of the Construction Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Construction Work.

3.2.5 CM/Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. CM/Contractor shall provide competent, fully qualified personnel to perform the Work.

3.2.6 CM/Contractor's responsibility shall include assuring that its Subcontractors are meeting all the terms of the Contract Documents. CM/Contractor shall provide on-site quality control and inspection to ensure compliance with documents, drawings and contract specifications, schedule coordination and information coordination for all construction activities on the construction site including all General Conditions Work. CM/Contractor shall schedule and coordinate testing and inspection services. This will include coordination with the Subcontractors of the scheduling of all University's Representative inspections, Fire Marshall, Test Labs, Materials Inspectors and other inspections as required. Prior to close-up of concealed areas, the CM/Contractor shall coordinate all Campus Fire Marshall, OSHPD, and all other applicable inspections with the University's Representative and create a punch list and distribute to all affected Subcontractors.

3.2.7 CM/Contractor shall coordinate all required utility shut downs, road closures, traffic closures, and the like. This coordination shall follow procedures at the Facility, and or direction as provided by the University's Representative.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, CM/Contractor shall provide and pay for all labor, services, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Final Completion of the Construction Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Construction Work.

3.4 CM/CONTRACTOR'S WARRANTY

3.4.1 CM/Contractor warrants to University that all materials and equipment used in or incorporated into the Construction Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that the Construction Work will be of good quality and free from defects; and that the Construction Work will conform with the requirements of the Contract Documents. If required by University's Representative, CM/Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.4.2 The CM/Contractor shall assure that there is no damage of existing utilities; and protect trees and root systems both during demolition and construction.

3.5 TAXES

3.5.1 CM/Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by CM/Contractor.

3.6 PERMITS, FEES, AND NOTICES

3.6.1 Except for the permits and approvals which are to be obtained by University or the requirements with respect to which University is not subject as provided in Article 2.1.2 of the General Conditions, CM/Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Construction Work. CM/Contractor shall deliver to University all original licenses, permits, and approvals obtained by CM/Contractor in connection with the Construction Work prior to the final payment or upon termination of the Contract, whichever is earlier.

3.7 APPLICABLE CODE REQUIREMENTS

3.7.1 CM/Contractor shall perform the Construction Work in accordance with the following Applicable Code Requirements:

- .1 All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, CM/Contractor, any Subcontractor, the Project, the Project site, the Construction Work, or the prosecution of the Construction Work.

- .2 All requirements of any insurance company issuing insurance required hereunder.
- .3 The Federal Occupational Safety and Health Act and all other Applicable Code Requirements relating to safety.
- .4 Applicable titles in the State of California Code of Regulations.
- .5 Applicable sections in the State of California Labor Code.
- .6 All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

3.7.2 Without limiting the foregoing, CM/Contractor shall comply with the provisions regarding nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day set forth in Article 14 of the General Conditions.

3.7.3 CM/Contractor shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements under the State of California Safe Drinking Water and Enforcement Act of 1986 (State of California Health and Safety Code Section 25249.5 and applicable sections that follow). CM/Contractor shall promptly notify University's Representative in writing if CM/Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

3.7.4 If CM/Contractor performs Construction Work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to University and University's Representative, CM/Contractor shall be responsible for such Construction Work and any resulting damages including, without limitation, the costs of correcting Defective Work.

3.8 SUPERINTENDENT AND KEY PERSONNEL

3.8.1 CM/Contractor shall employ a competent Superintendent satisfactory to University who shall be in attendance at the Project site at all times during the performance of the Construction Work. Superintendent shall represent CM/Contractor and communications given to and received from Superintendent shall be binding on CM/Contractor. Failure to maintain a Superintendent on the Project site at all times Construction Work is in progress shall be considered a material breach of this Contract, entitling University to terminate the Contract or alternatively, issue a stop Construction Work order until the Superintendent is on the Project site. If, by virtue of issuance of said stop Work order, CM/Contractor fails to complete the Contract on time, CM/Contractor will be assessed Liquidated Damages in accordance with the Agreement.

3.8.2 The Superintendent approved for the Project must be able to read, write and verbally communicate in English. The superintendent may not perform the Construction Work of any trade, pick-up materials, or perform any Construction Work not directly related to the supervision and coordination of the Construction Work at the Project site when Construction Work is in progress.

3.8.3 CM/Contractor shall provide the Key Personnel, in addition to the Superintendent, as named in the Key Personnel Exhibit to this Contract. Substitution or replacement of any named individual requires the written approval of the University's Representative and approval will be at the sole discretion of University. Failure to provide the listed individuals at all times Work is in progress shall be considered a material breach of this Contract unless the named individuals are no longer employed or retained by CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor; such material breach shall entitle University to terminate the Contract or alternatively, issue a Stop Work order until the individual or an acceptable replacement is provided. If, by virtue of issuance of said Stop Work order, CM/Contractor fails to complete the Contract on time, CM/Contractor will be assessed Liquidated Damages in accordance with the Agreement.

3.9 SCHEDULES REQUIRED OF CM/CONTRACTOR

3.9.1 CM/Contractor shall submit a Preliminary Contract Schedule to University's Representative in the form and within the time limit required by the Specifications. University's Representative will review the Preliminary Contract Schedule with CM/Contractor within the time limit required by the Specifications, or, if no such time period is specified, within a reasonable period of time.

3.9.2 CM/Contractor shall submit a Contract Schedule and updated Contract Schedules to University's Representative in the form and within the time limits required by the Specifications and acceptable to University's Representative. University's Representative will determine acceptability of the Contract Schedule and updated Contract Schedules within the time limits required by the Specifications, or if no such time period is specified, within a reasonable period of time. If University's Representative deems the Contract Schedule or updated Contract Schedule unacceptable, it shall specify in writing to CM/Contractor the basis for its objection.

3.9.3 The Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules shall represent a practical

plan to complete the Work within the Contract Time and/or Phase 2 Time. Schedules showing the Work completed in less than the Contract Time and/or Phase 2 Time may be acceptable if judged by University's Representative to be practical. Schedules showing the Work completed beyond the Contract Time may be submitted under the following circumstances:

- .1 If accompanied by a Change Order Request seeking an adjustment of the Contract Time consistent with the requirements of paragraph 8.4 for Adjustment of the Contract Time for Delay; or
- .2 If the Contract Time has passed, or if it is a practical impossibility to complete the Work within the Contract Time, then the updated Contract Schedule or fragnet schedule shall show completion at the earliest practical date.

University's Representative will timely review the updated Contract Schedule or Fragnet Schedule submitted by CM/Contractor. If University's Representative determines that additional supporting data are necessary to fully evaluate the updated Contract Schedule or Fragnet Schedule, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the updated Contract Schedule or Fragnet Schedule or the deadline for furnishing such additional supporting data. Failure of University's Representative to render a decision by the applicable deadline will be deemed a decision denying approval of the updated Contract Schedule or Fragnet Schedule. Acceptance of any schedule showing completion beyond the Contract Time by University's Representative shall not change the Contract Time and/or Phase 2 Time and is without prejudice to any right of the University. The Contract Time, not the Contract Schedule, shall control in the determination of liquidated damages payable by CM/Contractor under Article 5 and Article 6 of the Agreement and in the determination of any delay under Article 8 of the General Conditions.

3.9.4 If a schedule showing the Work completed in less than the Contract Time and/or Phase 2 Time is accepted, CM/Contractor shall not be entitled to extensions of the then current Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the Final Completion of the Work beyond the expiration of the then current Contract Time.

3.9.5 CM/Contractor shall prepare and keep current, to the reasonable satisfaction of University's Representative, a Submittal Schedule in the form contained in the Exhibits, for each submittal, as required by the Specifications, and that are coordinated with the other activities in the Contract Schedule.

3.9.6 The Preliminary Contract Schedule, Contract Schedule, and the Updated Contract Schedules shall meet the following requirements:

- .1 Schedules must be suitable for monitoring progress of the Work.
- .2 Schedules must provide necessary data about the timing for University decisions and University-furnished items.
- .3 Schedules must be in sufficient detail to demonstrate adequate planning for the Work.
- .4 Schedules must represent a practical plan to perform and complete the Work within the Contract Time.

University's Representative's review of the form and general content of the Preliminary Contract Schedule, Contract Schedule, and Updated Contract Schedules is for the purpose of determining if the above-listed requirements have been satisfied.

3.9.7 CM/Contractor shall plan, develop, supervise, control, and coordinate the performance of the Construction Work so that its progress and the sequence and timing of Construction Work will permit its completion within the Contract Time, any Contract milestones and any Contract phases.

3.9.8 In preparing the Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules, CM/Contractor shall obtain such information and data from Subcontractors as may be required to develop a reasonable and appropriate schedule for performance of the work and shall provide such information and data to the University's Representative upon request. CM/Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Construction Work and the delivery of equipment, shall coordinate and integrate such information and data into updated Contract Schedules, and shall monitor the progress of the Construction Work and the delivery of equipment.

3.9.9 CM/Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier. CM/Contractor shall cooperate with University's Representative in the development of the Contract Schedule and updated Contract Schedules.

3.9.10 University's Representative's acceptance of or its review comments about any schedule or scheduling data shall not relieve CM/Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time.

Acceptance of or review comments about any schedule shall not transfer responsibility for any schedule to University's Representative or University nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

3.9.11 Failure of University's Representative to discover errors or omissions in schedules that it has reviewed, or to inform CM/Contractor that CM/Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve CM/Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.10 AS-BUILT DOCUMENTS

3.10.1 CM/Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Construction Work of the Contract. All changes which are incorporated into the Construction Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials, equipment and installation methods used for the Construction Work and each revision shall be initialed and dated by Superintendent. Prior to filing of the Notice of Completion each drawing and the specification cover shall be signed by CM/Contractor and dated attesting to the completeness of the information noted therein. As-built Documents shall be turned over to the University's Representative and shall become part of the Record Documents.

3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.11.1 CM/Contractor shall maintain the following at the Project site:

- .1 One as-built copy of the Contract Documents, in good order and marked to record current changes and selections made during construction
- .2 The current accepted Contract Schedule
- .3 Shop Drawings, Product Data, and Samples
- .4 All other required submittals

These documents shall be available to University's Representative and shall be delivered to University's Representative for submittal to University upon the earlier of Final Completion or termination of the Contract.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1 Definitions:

- .1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Construction Work by CM/Contractor or a Subcontractor to illustrate some portion of the Construction Work.
- .2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CM/Contractor to illustrate or describe materials or equipment for some portion of the Construction Work.
- .3 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Construction Work will be judged.

3.12.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Construction Work for which submittals are required, how CM/Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.12.3 CM/Contractor shall review, approve, and submit to University's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of University or of Separate Contractors. Submittals made by CM/Contractor which are not required by the Contract Documents may be returned without action by University's Representative.

3.12.4 CM/Contractor shall perform no portion of the Construction Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been reviewed by University's Representative and no exceptions have been taken by University's Representative. Such Construction Work shall be in accordance with approved submittals and the Contract Documents.

3.12.5 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, CM/Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Construction Work.

3.12.6 If CM/Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, CM/Contractor shall notify University's Representative and receive instruction before proceeding with the affected Work.

3.12.7 CM/Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by University's Representative's review of Shop Drawings, Product Data, Samples, or similar submittals, unless CM/Contractor has specifically informed University's Representative in writing of such deviation at the time of submittal and University's Representative has given written approval of the specific deviation. CM/Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by University's Representative's review, acceptance, comment, or approval thereof.

3.12.8 CM/Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by University's Representative on previous submittals.

3.13 USE OF SITE AND CLEAN UP

3.13.1 CM/Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. CM/Contractor shall not unreasonably encumber the Project site with materials or equipment.

3.13.2 CM/Contractor shall, during performance of the Construction Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by CM/Contractor. CM/Contractor shall remove all excess dirt, waste material, and rubbish caused by the CM/Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Construction Work.

3.13.3 Personnel of CM/Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

3.14 CUTTING, FITTING, AND PATCHING

3.14.1 CM/Contractor shall do all cutting, fitting, or patching of the Construction Work required to make all parts of the Construction Work come together properly and to allow the Construction Work to receive or be received by work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents.

3.14.2 CM/Contractor shall not endanger the Construction Work, the Project, or adjacent property by cutting, digging, or otherwise. CM/Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of University's Representative.

3.15 ACCESS TO CONSTRUCTION WORK

3.15.1 University, University's Representative, their consultants, and other persons authorized by University will at all times have access to the Construction Work wherever it is in preparation or progress. CM/Contractor shall provide safe and proper facilities for such access and for inspection.

3.16 ROYALTIES AND PATENTS

3.16.1 CM/Contractor shall pay all royalties and license fees required for the performance of the Work. CM/Contractor shall defend suits or claims resulting from CM/Contractor's or any Subcontractor's infringement of patent rights and shall indemnify University and University's Representative from losses on account thereof.

3.17 DIFFERING SITE CONDITIONS

3.17.1 If CM/Contractor encounters any of the following conditions at the site, CM/Contractor shall immediately notify the University's Representative in writing of the specific differing conditions before they are disturbed and before any affected Work is performed, and permit investigation of the conditions:

- .1 Subsurface or latent physical conditions at the site (including Hazardous Materials) which differ materially from those indicated in this Contract, or if not indicated in this Contract, in the Information Available to Bidders; or

- .2 Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.17.2 CM/Contractor shall be entitled to an adjustment to the Contract Sum and/or Contract Time as the result of extra costs and/or delays resulting from a materially differing site condition, if and only if CM/Contractor fulfills the following conditions:

- .1 CM/Contractor fully complies with Article 3.17.1; and
- .2 CM/Contractor fully complies with Article 4 of the General Conditions (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

3.17.3 Adjustments to the Contract Sum and/or Contract Time shall be subject to the procedures and limitations set forth in Articles 7 and 8 of the General Conditions.

3.18 CONCEALED, UNFORESEEN, OR UNKNOWN CONDITIONS OR EVENTS

3.18.1 Except and only to the extent provided otherwise in Articles 3.17, 7 and 8 of the General Conditions, by signing the Agreement, CM/Contractor agrees:

- .1 To bear the risk of concealed, unforeseen or unknown conditions and events, if any, which may be encountered in performing the Contract; and
- .2 That CM/Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed, unforeseen or unknown conditions and events, CM/Contractor understands that, except and only to the extent provided otherwise in Articles 3.17, 7 and 8 of the General Conditions, concealed, unforeseen or unknown conditions or events shall not excuse CM/Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the CM/Contractor to an adjustment of the Contract Sum.

3.18.2 If CM/Contractor encounters concealed, unforeseen or unknown conditions or events that may require a change to the design shown in the Contract Documents, CM/Contractor shall immediately notify University's Representative in writing such that University's Representative can determine if a change to the design is required.. CM/Contractor shall be liable to University for any extra costs incurred as the result of CM/Contractor's failure to immediately give such notice.

3.18.3 If, as the result of concealed, unforeseen or unknown conditions or events, the University issues a Change Order or Field Order that changes the design from the design depicted in the Contract Documents, CM/Contractor shall be entitled, subject to compliance with all the provisions of the Contract, including those set forth in Articles 4, 7 and 8 of the General Conditions, to an adjustment of the Contract Sum and/or Contract Time, for the cost and delay resulting from implementing the changes to the design. Except as provided in this Article 3.18.3, or as may be expressly provided otherwise in the Contract, there shall be no adjustment of the Contract Sum and/or Contract Time as a result of concealed, unforeseen or unknown conditions or events.

3.18.4 CM/Contractor shall, as a condition precedent to any adjustment in Contract Sum or Contract Time under Article 3.18.3 above, fully comply with Article 4 of the General Conditions (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

3.19 HAZARDOUS MATERIALS

3.19.1 The University shall not be responsible for any Hazardous Material brought to the site by the CM/Contractor.

3.19.2 If the CM/Contractor: (i) introduces and/or discharges a Hazardous Material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the CM/Contractor shall hire a qualified remediation contractor at CM/Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the CM/Contractor perform Work for which it is not qualified. University, in its sole discretion, may require the CM/Contractor to retain at CM/Contractor's cost an independent testing laboratory.

3.19.3 If the CM/Contractor encounters a Hazardous Material which may cause foreseeable injury or damage, CM/Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify University (and promptly thereafter confirm such notice in writing)

3.19.4 Subject to CM/Contractor's compliance with Article 3.19.3, the University shall verify the presence or absence of the Hazardous Material reported by the CM/Contractor, except as qualified under Section 3.19.1 and 3.19.3, and, in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible

Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the University. The Contract Time and Sum shall be extended appropriately as provided in Articles 7 and 8.

3.19.5 The University shall indemnify and hold harmless the CM/Contractor from and against claims, damages, losses and expenses, arising from a Hazardous Material on the Project site, if such Hazardous Material: (i) was not shown on the Contract Documents or Information Available to Bidders; (ii) was not brought to the site by CM/Contractor; and (iii) exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste. The indemnity obligation in this Article shall not apply to:

- .1 Claims, damages, losses or expenses arising from the breach of contract, negligence or willful misconduct of CM/Contractor, its suppliers, its Subcontractors of all tiers and/or any persons or entities working under CM/Contractor; and
- .2 Claims, damages, losses or expenses arising from a Hazardous Material subject to Article 3.19.2.

3.19.6 In addition to the requirements in Article 3.22, CM/Contractor shall indemnify and hold harmless the University from and against claims, damages, losses and expenses, arising from a Hazardous Material on the Project site, if such Hazardous Material: (i) was shown on the Contract Documents or Information Available to Bidders; (ii) was brought to the site by CM/Contractor; and (iii) exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste. Nothing in this paragraph shall obligate the CM/Contractor to indemnify University in the event of the sole negligence of the University, its officers, agents, or employees.

3.20 INFORMATION AVAILABLE TO BIDDERS

3.20.1 Any information provided pursuant to Information Available to Bidders is subject to the following provisions:

- .1 The information is made available for the convenience of Bidders and is not a part of the Contract.
- .2 The CM/Contractor may rely on written descriptions of physical conditions included in the information to the extent such reliance is reasonable.
- .3 Other components of the information, including but not limited to recommendations, may not be relied upon by CM/Contractor. University shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by the CM/Contractor.

3.21 LIABILITY FOR AND REPAIR OF DAMAGED CONSTRUCTION WORK

3.21.1 CM/Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to University's acceptance of the Project as fully completed except that CM/Contractor shall not be liable for earthquake in excess of magnitude 3.5 on the Richter Scale, tidal wave, or flood, provided that the damages or losses were not caused in whole or in part by the negligent acts or omissions of CM/Contractor, its officers, agents or employees (including all Subcontractors and suppliers of all tiers). As used herein, "flood" shall have the same meaning as in the builder's risk property insurance.

3.21.2 CM/Contractor shall promptly repair and replace any Construction Work or materials damaged or destroyed for which the CM/Contractor is liable under Paragraph 3.21.1.

3.22 INDEMNIFICATION

3.22.1 CM/Contractor shall indemnify, defend and hold harmless University, University's consultants, University's Representative, University's Representative's consultants, and their respective directors, officers, agents, and employees from and against losses (including without limitation the cost of repairing defective work and remedying the consequences of defective work) arising out of, resulting from, or relating to the following:

- .1 The failure of CM/Contractor to perform its obligations under the Contract.
- .2 The inaccuracy of any representation or warranty by CM/Contractor given in accordance with or contained in the Contract Documents.
- .3 Any claim of damage or loss by any Subcontractor against University arising out of any alleged act or omission of CM/Contractor or any other Subcontractor, or anyone directly or indirectly employed by CM/Contractor or any Subcontractor.

- .4 Any claim of damage or loss resulting from Hazardous Materials introduced, discharged, or disturbed by CM/Contractor as required per Article 3.19.6.

3.22.2 The University shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the Work herein referred to or in connection therewith, to persons and/or property, and CM/Contractor shall fully indemnify, defend and hold harmless University and protect University from and against the same as provided in paragraph 3.22.1 above. In addition to the liability imposed by law upon the CM/Contractor for damage or injury (including death) to persons or property by reason of the negligence of the CM/Contractor, its officers, agents, employees or Subcontractors, which liability is not impaired or otherwise affected hereby, the CM/Contractor shall defend, indemnify, hold harmless, release and forever discharge the University, its officers, employees, and agents from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the CM/Contractor, its officers, agents, employees, or any of its Subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the CM/Contractor, its officers, agents, employees, or any of its Subcontractors or anyone directly or indirectly employed by either of them, arising out of the performance of the Work called for by this Contract. CM/Contractor agrees that this indemnity and hold harmless shall apply even in the event of negligence of University, its officers, agents, or employees, regardless of whether such negligence is contributory to any claim, demand, loss, damage, injury, expense, and/or liability; but such indemnity and hold harmless shall not apply (i) in the event of the sole negligence of University, its officers, agents, or employees; or (ii) to the extent that the University shall indemnify and hold harmless the CM/Contractor for Hazardous Materials pursuant to Article 3.19.5.

3.22.3 In claims against any person or entity indemnified under this Article 3.22 that are made by an employee of CM/Contractor or any Subcontractor, a person indirectly employed by CM/Contractor or any Subcontractor, or anyone for whose acts CM/Contractor or any Subcontractor may be liable, the indemnification obligation under this Article 3.22 shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for CM/Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

3.22.4 The indemnification obligations under this Article 3.22 shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

3.22.5 CM/Contractor shall indemnify University from and against losses resulting from any claim of damage made by any Separate Contractor against University arising out of any alleged acts or omissions of CM/Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

3.22.6 CM/Contractor shall indemnify Separate Contractors from and against losses arising out of the negligent acts, omissions, or willful misconduct of CM/Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable.

3.23 BIDDING

3.23.1 CM/Contractor is responsible as part of Pre-Construction Services, to competitively bid all work not performed by the CM/Contractor in accordance with the applicable provisions of the California Public Contract Code and University Policy. As such, CM/Contractor shall:

- .1 Provide public notice of the availability of work to be subcontracted in accordance with Section 10500 et seq. of the Public Contract Code.
- .2 The contents of the notice shall state the time and place for receiving and opening of sealed bids and general description of the work.
- .3 As authorized by the University, establish reasonable prequalification criteria and standards which are consistent with the competitive bidding laws.
- .4 Provide that the subcontracted work be awarded to the lowest responsive and responsible bidder, subject to University's right, in its sole discretion, to reject all bids and require CM/Contractor to re-bid any subcontract Bid Package.
- .5 Receive, open, and analyze for compliance with competitive bidding procedures, the bids received, other than for self-performed work, for Bid Package Contracts.
- .6 Provide University with a Bid Package Certification Form, as contained in the Exhibits, certifying to the University that the CM/Contractor has followed the procedures of this section and that the CM/Contractor has determined that the lowest bidder is both responsible and responsive. Additionally, upon submittal of the Bid Package

Certification Form for the final Bid Package as shown in the Contract Schedule, CM/Contractor shall certify to the University on the Bid Package Certification that all Construction Work, previously approved by the University for insertion into Bid Packages, has been incorporated into the Contract, whether by the final Bid Package or preceding Bid Packages. CM/Contractor shall bear the cost any such Construction Work not incorporated in the final Bid Package or preceding Bid Packages.

- .7 Incorporate requirements related to bid protest procedures, pursuant to University Policy, and comply with the procedures in Bid Protest Procedure Exhibit.

3.23.2 University will conduct bidding for any Bid Package when the CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor, intends to submit a bid to self-perform the work of the Bid Package.

3.23.3 CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor will be permitted to submit a bid to self-perform the work of a Bid Package if:

- .1 The categories of work to be bid are listed in the Supplementary Conditions, and
 .2 CM/Contractor has notified University's Representative in writing within the time period specified in the Supplementary Conditions of such intent.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ADMINISTRATION OF THE CONTRACT BY UNIVERSITY'S REPRESENTATIVE

4.1.1 University's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of University. University's Representative will have authority to act on behalf of University only to the extent provided in the Contract Documents.

4.1.2 University's Representative will have the right to visit the Project site at such intervals as deemed appropriate by the University's Representative. However, no actions taken during such Project site visit by University's Representative shall relieve CM/Contractor of its obligations as described in the Contract Documents.

4.1.3 University's Representative will not have control over, will not be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Construction Work, since these are solely CM/Contractor's responsibility.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, University and CM/Contractor shall communicate through University's Representative. Except when direct communication has been specifically authorized in writing by University's Representative, communications by CM/Contractor with University's consultants and University's Representative's consultants shall be through University's Representative. Communications by University and University's Representative with Subcontractors will be through CM/Contractor. Communications by CM/Contractor and Subcontractors with Separate Contractors shall be through University's Representative. CM/Contractor shall not rely on oral or other non-written communications.

4.1.5 Based on University's Representative's Project site visits and evaluations of CM/Contractor's Applications for Payment, University's Representative will recommend amounts, if any, due CM/Contractor and will issue Certificates for Payment in such amounts.

4.1.6 University's Representative will have the authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. University's Representative will have the authority to stop the Work or any portion thereof. Whenever University's Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, University's Representative will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of University's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise or not exercise such authority, will give rise to a duty or responsibility of University or University's Representative to CM/Contractor, or any person or entity claiming under or through CM/Contractor.

4.1.7 University's Representative will have the authority to conduct inspections as provided in the Contract Documents, to take Beneficial Occupancy and to determine the dates of Substantial Completion and Final Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by

CM/Contractor; and will issue a final Certificate for Payment upon CM/Contractor's compliance with the requirements of the Contract Documents.

4.1.8 University's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by CM/Contractor. Should CM/Contractor discover any conflicts, omissions, or errors in the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; or question that Work required is not sufficiently detailed or explained, then, before proceeding with the Work affected, CM/Contractor shall notify University's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. University's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should CM/Contractor proceed with the Work affected before receipt of a response from University's Representative, any portion of the Work which is not done in accordance with University's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and CM/Contractor shall be responsible for all resultant losses.

4.2 CM/CONTRACTOR CHANGE ORDER REQUESTS

4.2.1 CM/Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work, materially differing site conditions, or Delays to Final Completion of the Construction Work.

4.2.2 Conditions precedent to obtaining an adjustment of the Contract Sum and/or Contract Time, payment of money, or other relief with respect to the Contract Documents, for any other reason, are:

- .1 Timely submission of a Change Order Request that meets the requirements of Articles 4.2.3.1 and 4.2.3.2; and
- .2 If requested, timely submission of additional informational requested by the University's Representative pursuant to Article 4.2.3.3.

4.2.3 Change Order Request.

4.2.3.1 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date the CM/Contractor discovers, or reasonably should discover the circumstances giving rise to the Change Order Request, unless additional time is allowed in writing by University's Representative for submission of the Change Order Request, provided that if:

- .1 The Change Order Request includes compensation sought by a Subcontractor; AND
- .2 The CM/Contractor requests in writing to the University's Representative, within the 7-day time period, additional time to permit CM/Contractor to conduct an appropriate review of the Subcontractor Change Order Request, the time period for submission of the actual Change Order Request shall be extended by the number of days specified in writing by the University's Representative.

4.2.3.2 Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment of the Contract Sum, Contract Time, and/or other monetary relief. If the CM/Contractor requests an adjustment to the Contract Sum or other monetary relief, the CM/Contractor shall submit the following with the Change Order Request:

- .1 A completed Cost Proposal in the form contained in the Exhibits meeting the requirements of Article 7 of the General Conditions; OR
- .2 A partial Cost Proposal and a declaration of what required information is not then known to CM/Contractor. If CM/Contractor failed to submit a completed Cost Proposal with the Change Order Request, CM/Contractor shall submit a completed Cost Proposal meeting the requirements of Article 7 of the General Conditions within 7 days of the date the CM/Contractor submitted the Change Order Request unless additional time is allowed by the University's Representative.

4.2.3.3 Upon request of University's Representative, CM/Contractor shall submit such additional information as may be requested by University's Representative for the purpose of evaluating the Change Order Request. Such additional information may include:

- .1 If CM/Contractor seeks an adjustment of the Contract Sum or other monetary relief, actual cost records for any changed or extra costs (including without limitation, payroll records, material and rental invoices and the like), shall be submitted by the deadline established by the University's Representative, who may require such actual cost records to be submitted and reviewed, on a daily basis, by the University's Representative and/or representatives of the University's Representative.

- .2 If CM/Contractor seeks an adjustment of the Contract Time, written documentation demonstrating CM/Contractor's entitlement to a time extension under Article 8.4 of the General Conditions, which shall be submitted within 15 days of the date requested. If requested, CM/Contractor may submit a fragnet in support of its request for a time extension. The University may, but is not obligated to, grant a time extension on the basis of a fragnet alone which, by its nature, is not a complete schedule analysis. If deemed appropriate by University's Representative, CM/Contractor shall submit a more detailed schedule analysis in support of its request for a time extension.
- .3 If CM/Contractor seeks an adjustment of the Contract Sum or other monetary relief for delay, written documentation demonstrating CM/Contractor's entitlement to such an adjustment under Article 7.3.9 of the General Conditions, which shall be submitted within 15 days of the date requested.
- .4 Any other information requested by the University's Representative for the purpose of evaluating the Change Order Request, which shall be submitted by the deadline established by the University's Representative.

4.2.4 University's Representative will make a decision on a Change Order Request, within a reasonable time, after receipt of a Change Order Request. In the event the Change Order Request is submitted pursuant to Article 8.4.1 the University's Representative shall promptly review and accept or reject it within thirty (30) days. A final decision is any decision on a Change Order Request which states that it is final. If University's Representative issues a final decision denying a Change Order Request in whole or in part, CM/Contractor may contest the decision by filing a timely Claim under the procedures specified in Article 4.3 below.

4.2.5 CM/Contractor may file a written demand for a final decision by University's Representative on all or part of any Change Order Request as to which the University's Representative has not previously issued a final decision pursuant to Article 4.2.4 above; such written demand may not be made earlier than the 30th day after submission of the Change Order Request. Within 30 days of receipt of the demand, University's Representative will issue a final decision on the Change Order Request. The University's Representative's failure to issue a decision within the 30-day period shall be treated as the issuance, on the last day of the 30-day period, of a final decision to deny the Change Order Request in its entirety.

4.3 CLAIMS

4.3.1 The term "Claim" means a written demand or assertion by CM/Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between University and CM/Contractor arising out of or related to the Contract Documents or the performance of the Construction Work. However, the term "Claim" shall not include, and the Claims procedures provided under this Article 4, including but not limited to arbitration, shall not apply to the following:

- .1 Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine.
- .2 Claims respecting personal injury, death, reimbursement, or other compensation arising out of, or resulting from, liability for personal injury or death.
- .3 Claims by University, except as set forth Article 4.7.4 of the General Conditions.
- .4 Claims respecting stop notices.

4.3.2 A Claim arises upon the issuance of a written final decision denying in whole or in part CM/Contractor's Change Order Request pursuant to Article 4.2.4 above.

4.3.3 A Claim must include the following:

- .1 A statement that it is a Claim and a request for a decision pursuant to Article 4.5 of the General Conditions.
- .2 A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of work affected.
- .3 A certification, executed by CM/Contractor, that the claim is filed in good faith. The certification must be made on the Claim Certification form, included in the Exhibits to the Contract. The language of the Claim Certification form may not be modified.
- .4 A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the claim, that the subcontractor's portion of the claim is filed in good faith. The certification must be made on the Claim Certification form, included in the Exhibits to the Contract. The language of the Claim Certification form may not be modified.

- .5 A statement demonstrating that a Change Order Request was timely submitted as required by Article 4.2.3 above.
- .6 If a Cost Proposal or declaration was required by Article 4.2.3 above, a statement demonstrating that the Cost Proposal or the declaration was timely submitted as required by Article 4.2.3.
- .7 A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
 - .1 If the Claim involves Extra Work, a detailed cost breakdown of the amounts claimed, including the items specified in Article 7.3.2 of the General Conditions. An estimate of the costs must be provided even if the costs claimed have not been incurred when the Claim is submitted. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred. A cost record will be considered current if submitted within 30 days of the date the cost reflected in the record is incurred. At the request of the University's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make, model, hours of use, dates of use and equipment rental rates of any rented equipment.
 - .2 If the Claim involves an extension of the Contract Time, written documentation demonstrating the CM/Contractor's entitlement to a time extension under Article 8.4 of the General Conditions, including the specific dates for which a time extension is sought and the specific reasons for entitlement of a time extension.
 - .3 If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the CM/Contractor's entitlement to such an adjustment under Article 7.3.9 of the General Conditions, including but not limited to, a detailed time impact analysis of the Contract Schedule. The Contract Schedule must demonstrate CM/Contractor's entitlement to such an adjustment under Article 7.3.9.

4.4 ASSERTION OF CLAIMS

4.4.1 Claims by CM/Contractor shall be first submitted to University's Representative for decision.

4.4.2 Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by University's Representative, CM/Contractor shall not cause any delay, cessation, or termination in or of CM/Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents.

4.4.3 CM/Contractor shall submit a Claim in writing, together with all supporting data specified in Article 4.3.3 above, to University's Representative as soon as possible but not later than 30 days after the date the Claim arises under Article 4.3.2, provided that after written notification to the University's Representative within such time period, the time period for submission of the Claim shall be extended by the number of days specified in writing by the University's Representative where the Claim includes compensation sought by a Subcontractor and the CM/Contractor requests an extension of time to permit it to discharge its responsibilities to conduct an appropriate review of the Subcontractor claim.

4.4.4 Strict compliance with the requirements of Articles 4.2, 4.3, and 4.4 of the General Conditions are conditions precedent to CM/Contractor's right to arbitrate or litigate a Claim. CM/Contractor specifically agrees to assert no Claims in arbitration or litigation unless there has been strict compliance with Articles 4.2, 4.3, and 4.4. The failure of CM/Contractor to strictly comply with the requirements of Articles 4.2, 4.3 and 4.4 constitutes a failure by CM/Contractor to exhaust its administrative remedies with the University, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.

4.5 DECISION OF UNIVERSITY'S REPRESENTATIVE ON CLAIMS

4.5.1 University's Representative will timely review Claims submitted by CM/Contractor. If University's Representative determines that additional supporting data are necessary to fully evaluate a Claim, University's Representative will request such additional supporting data in writing. Such data shall be furnished no later than 10 days after the date of such request. University's Representative will render a decision promptly and in any case within 30 days after the later of the receipt of the

Claim or the deadline for furnishing such additional supporting data; provided that, if the amount of the Claim is in excess of \$50,000, the aforesaid 30-day period shall be 60 days. Failure of University's Representative to render a decision by the applicable deadline will be deemed a decision denying the Claim on the date of the deadline. The decision of University's Representative will be final and binding unless appealed in accordance with Articles 4.5.2, 4.5.3, and 4.5.4 of the General Conditions. The University's Representative's decision on a Claim or dispute will include a statement substantially as follows:

"This is a decision under Article 4.5 of the General Conditions of your contract. If you are dissatisfied with the decision, and if you complied with the procedural requirements for asserting claims specified in Article 4 of the General Conditions of your contract, you may have the right to arbitrate or litigate this decision. If you fail to take appropriate action within 30 days of the date of this decision, the decision shall become final and binding and not subject to further appeal."

4.5.2 If either CM/Contractor or University disputes University's Representative's decision on a Claim, such party (the "Disputing Party") must either provide a written notice of its election to arbitrate or provide written notice of its election to litigate the Claim within 30 days after the decision of University's Representative or, if no decision has been issued, within 30 days from the date of the applicable deadline in Article 4.5.1 above for University's Representative to render a decision.

4.5.3 If a notice of election to arbitrate or litigate is not given by either party within 30 days after the decision of University's Representative, University's Representative's decision on the Claim will be final and binding and not subject to appeal or challenge.

4.5.4 If the Disputing Party gives timely notice of its election to arbitrate the University's Representative's decision on a Claim, Disputing Party shall have the right, within 120 days after a Notice of Completion, or a Notice of Cessation, as applicable, is filed for the Contract, to make a demand for arbitration in accordance with Article 4.7 of the General Conditions. Failure to perfect a Claim for which a timely election to arbitrate has been made by the timely filing of a demand for arbitration and timely payment of all applicable and required fees to American Arbitration Association ("AAA") shall result in the University's Representative's decision on said Claim becoming final and binding and not subject to appeal or challenge. If the Disputing Party makes a timely demand for arbitration, and the amount of the Claim in question, when combined with all other Claims, if any, which are the subject of previously filed demands for arbitration that have not been resolved by settlement or arbitration award, is \$100,000 or more, then the other party may elect to litigate all such Claims by filing a written notice with the AAA within 30 days after its receipt of notice from AAA of the Disputing Party's demand for arbitration of the Claim that raises the total amount of Claims subject to arbitration to \$100,000 or more. If the other party fails to give notice of its election to litigate within such 30-day period, it shall be deemed to have consented to arbitration and waived the right to litigate. If after commencement of arbitration the amount of unresolved Claims in arbitration are allowed to be increased to \$100,000 or more, through an AAA-allowed amendment or otherwise, either party may elect to litigate within 30 days following the date that the electing party first receives written notification from AAA that total Claims in arbitration equal or exceed \$100,000. If neither party gives notice of its election to litigate within such 30-day period as applicable, then both parties shall be deemed to have consented to arbitration and waived the right to litigate.

4.5.5 Any litigation shall be filed in the Superior Court of the State of California for the County in which the contract was to be performed.

4.5.6 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Contract by negotiation.

4.6 MEDIATION

4.6.1 The parties may agree to mediate any controversy or Claim arising out of or relating to this Contract.

4.7 ARBITRATION

4.7.1 A demand for arbitration pursuant to Article 4.5 of the General Conditions shall include a copy of the Claim presented to University's Representative pursuant to Article 4.4 of the General Conditions and a copy of the decision of University's Representative pursuant to Article 4.5, if any. The demand shall state the amount in controversy, if any, and state the remedy sought. The demand shall identify the University's Responsible Administrator as the representative of the responding party and the Office of the General Counsel as counsel for the responding party. The demand shall be filed with the AAA and shall not be deemed to have been made until all applicable fees have been paid to the AAA by the demanding party. Copies of the demand and attachments shall be sent to University's Responsible Administrator as the representative of the responding party and the University's Office of General Counsel as attorney for the responding party, at the addresses set forth in the Project Directory, at the time the demand for arbitration is initiated with the AAA.

4.7.2 Except as modified by this Article 4.7, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid AAA rules:

- .1 Civil discovery shall be permitted for the production of documents. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.
- .2 University's Representative and/or University's consultants, shall if required by agreement with University, upon demand by University join in and be bound by the Arbitration. University's Representative and University's consultants will have the same rights in any arbitration proceeding as are afforded by the AAA rules to CM/Contractor and University.
- .3 CM/Contractor's sureties shall be bound by any arbitration award and may join in any arbitration proceeding.
- .4 Except as provided in Articles 4.7.2.2 and 4.7.2.3 above, no Subcontractor or other person shall have a right or obligation to join in or be a party to any arbitration proceeding provided for in this Article 4 either directly, by joinder, by consolidation or actions, by counterclaim or cross-claim, or otherwise without the express written consent of University, CM/Contractor, and the joining party.
- .5 If more than one demand for arbitration is made by a party with respect to Claims referred to University's Representative, all such Claims shall be consolidated into a single arbitration unless the parties otherwise agree in writing.
- .6 If total Claims are less than \$50,000, AAA expedited procedures as modified by this Article 4 shall apply. If total Claims are between \$50,000 and \$100,000, they shall be heard by a single arbitrator who shall be an attorney. If total Claims are in excess of \$100,000 and are submitted to arbitration, either by agreement or by failure to elect litigation, the controversy shall be heard by a panel of three arbitrators, one of which shall be an attorney.
- .7 No arbitrator shall be appointed and no discovery may be commenced prior to Final Completion unless University and CM/Contractor otherwise agree.
- .8 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California. AAA shall not submit to any arbitrator any matter concerning the arbitrability of the dispute if the arbitrability is contested.
- .9 If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 7 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt.

4.7.3 Unless University and CM/Contractor otherwise agree in writing, the arbitration decision shall be binding upon the parties, made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296. The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

4.7.4 University may, but is not required, to assert as a counterclaim any matter arising out of the claims asserted by CM/Contractor in the arbitration. University's failure to assert any such counterclaim in an arbitration shall be without prejudice to the University's right to assert the counterclaim in litigation or other proceeding.

4.8 WAIVER

4.8.1 A waiver of or failure by University or University's Representative to enforce any requirement in this Article 4, including without limitation the requirements in Articles 4.2, 4.3, 4.4 and 4.5 in connection with any Claim shall not constitute a waiver of, and shall not preclude the University or University's Representative from enforcing such requirements in connection with any other Claims.

4.8.2 The CM/Contractor agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 5

SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE CONSTRUCTION WORK

5.1.1 Unless otherwise stated in the Contract Documents, CM/Contractor shall submit in writing on the CM/Contractor Expanded List of Subcontractors, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Construction Work that were not previously listed in CM/Contractor's Bid. CM/Contractor shall submit an updated CM/Contractor Expanded List of Subcontractors, listing all additional subcontractors resulting from Bid Package(s) with its Bid Package Certification.

5.1.2 Any Subcontractor may be disqualified if University or University's Representative determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other reasons.

5.1.3 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle CM/Contractor, without the approval of University, to substitute other subcontractors for those named in current University approved CM/Contractor Expanded List of Subcontractors and, except with such approval, no such substitution shall be made.

5.1.4 Except as hereinafter provided, any increase in the cost of the Construction Work resulting from the replacement or substitution of a Subcontractor, as required by University or University's Representative pursuant to this Article 5.1 shall be borne solely by CM/Contractor and CM/Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 Any part of the Construction Work performed for CM/Contractor by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Construction Work to be performed by the Subcontractor, to be bound to CM/Contractor by the terms of the Contract Documents, to assume toward CM/Contractor all the obligations and responsibilities which CM/Contractor assumes towards University by the Contract Documents, and to perform such portion of the Construction Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of University under the Contract Documents, with respect to the Construction Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. CM/Contractor shall cause each such subcontract to expressly include the following requirements:

- .1 Subcontractor waives all rights that Subcontractor may have against University for damages caused by fire or other perils covered by builder's risk property insurance carried by CM/Contractor or University, except for such rights Subcontractor may have to the proceeds of such insurance held by University under Article 11 of the General Conditions.
- .2 University and entities and agencies designated by University will have access to and the right to audit and the right to copy at University's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.
- .3 Subcontractor recognizes the rights of University under Article 5.3, Contingent Assignment of Subcontracts, below and agrees, upon notice from University that University has elected to accept said assignment and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by University, to execute a written agreement confirming that Subcontractor is bound to University under the terms of the subcontract.

5.2.2 Upon the request of University, CM/Contractor shall promptly furnish to University a true, complete, and executed copy of any subcontract.

5.2.3 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and University, except when, and only to the extent that, University elects to accept the assignment of the subcontract with such Subcontractor pursuant to Article 5.3, Contingent Assignment of Subcontracts, below.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 CM/Contractor hereby assigns to University all its interest in first-tier subcontracts now or hereafter entered into by CM/Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by University in writing and only as to those subcontracts which University designates in writing. University may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of CM/Contractor's rights under the Contract Documents. Such assignment is part of the consideration to University for entering into the Contract with CM/Contractor and may not be withdrawn prior to Final Completion.

ARTICLE 6

CONSTRUCTION BY UNIVERSITY OR BY SEPARATE CONTRACTORS

6.1 UNIVERSITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 University reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of the Work which have been deleted by Change Order. CM/Contractor shall cooperate with University's forces and Separate Contractors.

6.1.2 University will provide coordination of the activities of University's forces and of each Separate Contractor with the Work of CM/Contractor. CM/Contractor shall participate with University and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. CM/Contractor shall make necessary revisions to the Contract Schedule after such joint review.

6.2 MUTUAL RESPONSIBILITY

6.2.1 CM/Contractor shall afford University and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. CM/Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of University and Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the Construction Work is dependent upon the proper execution or results of other construction or operations by University or Separate Contractors, CM/Contractor shall inspect such other construction or operations before proceeding with that portion of the Construction Work. CM/Contractor shall promptly report to University's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Construction Work. Unless otherwise directed by University's Representative, CM/Contractor shall not proceed with the portion of the Construction Work affected until apparent discrepancies or defects have been corrected. Failure of CM/Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by University or Separate Contractors is suitable to receive the Construction Work, except as to defects not then reasonably discoverable.

6.3 UNIVERSITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between CM/Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, University may clean up and allocate the cost between those firms it deems to be responsible.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 University may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to University.

7.1.2 CM/Contractor may request a Change Order under the procedures specified in Article 4.2 of the General Conditions.

7.1.3 A Field Order may be issued by University, does not require the agreement of CM/Contractor, and shall be valid with or without the signature of CM/Contractor.

7.1.4 CM/Contractor shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant Change Order or Field Order.

7.2 DEFINITIONS

7.2.1 A Change Order is a Contract Document (as shown in the Exhibits) which has been signed by both University and CM/Contractor, and states their agreement, as applicable, to the following:

- .1 A change in the Work, if any.

- .2 The amount of an adjustment of the Contract Sum, if any.
- .3 The amount of an adjustment of the Contract Time, if any.
- .4

7.2.2 A Unilateral Change Order may also be issued by University, without CM/Contractor's signature, where University determines that a change in the Work requires an adjustment of the Contract Sum or Contract Time, even though no agreement has been reached between University and CM/Contractor.

7.2.3 A Field Order (as shown in Exhibits) is a Contract Document issued by the University that orders the CM/Contractor to perform Work. A Field Order may, but need not, constitute a change in the Work and may, but need not, entitle CM/Contractor to an adjustment of the Contract Sum or Contract Time.

7.3 CHANGE ORDER PROCEDURES

7.3.1 CM/Contractor shall provide a Change Order Request and Cost Proposal pursuant to Article 4.2 of the General Conditions and this Article 7.3. Adjustments of the Contract Sum resulting from Extra Work and Deductive Work shall be determined using one of the methods described in this Article 7.3. Adjustments of the Contract Time shall be subject to the provisions in Article 8 of the General Conditions. CM/Contractor's obligation to provide Cost Proposals shall be subject to the following:

- .1 The obligation of CM/Contractor to provide Cost Proposals is not Extra Work, and shall not entitle the CM/Contractor to an adjustment of the Contract Sum or Contract Time.
- .2 The failure of CM/Contractor to timely provide a Cost Proposal pursuant to Article 4.2 and this Article 7.3.1 is a material breach of the Contract. CM/Contractor shall be responsible for any delay in implementing a change for which CM/Contractor failed to timely provide a Cost Proposal consistent with the requirements of Article 4.2 and this Article 7.3.1.

7.3.2 The term "Cost of Extra Work" as used in this Article 7.3 shall mean actual costs incurred or to be incurred by CM/Contractor and each Subcontractor regardless of tier involved, to the extent not otherwise disallowed under Article 7.3.3, and shall be limited to the following (to the extent the CM/Contractor demonstrates that the costs are both reasonable and actually incurred, if such costs have been incurred):

- .1 Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .2 Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .3 Overtime wages or salaries, specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .4 Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .5 Costs of materials and consumable items which are furnished and incorporated into the Extra Work as approved by University's Representative. Such costs shall be charged at the lowest price available to the CM/Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to University and CM/Contractor shall make provisions so that they may be obtained.
- .6 Sales tax on the cost of materials and consumable items, which are incorporated into and used in the performance of the Extra Work pursuant to Article 7.3.2.5 above.

- .7 Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by University's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current Equipment Rental Rates published by the California Department of Transportation for the area in which the work is performed. Such rental rates are found at <http://www.dot.ca.gov/hq/construc/equipmnt.html>. CM/Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.
- .8 Additional costs of royalties and permits due to the performance of the Extra Work.
- .9 The cost for Insurance and Bonds shall not exceed 2% of items .1 through .8 above.

University and CM/Contractor may agree upon rates to be charged for any of the items listed in this Article 7.3.2. Such agreed upon rates shall be subject to audit pursuant to Article 15.7 of the General Conditions. CM/Contractor shall promptly refund to University any amounts (including associated mark-ups) in excess of the actual costs of such items.

7.3.3 Cost of Extra Work shall not include any of the following:

- .1 Supervision
- .2 Superintendent(s)
- .3 Assistant Superintendent(s)
- .4 Project Engineer(s)
- .5 Project Manager(s)
- .6 Scheduler(s)
- .7 Estimator(s)
- .8 Small tools (Replacement value does not exceed \$300)
- .9 Office expenses including staff, materials and supplies
- .10 On-site or off-site trailer and storage rental and expenses
- .11 Site fencing
- .12 Utilities including gas, electric, sewer, water, telephone, telefax, copier equipment
- .13 Data processing personnel and equipment
- .14 Federal, state, or local business income and franchise taxes
- .15 Overhead and Profit
- .16 Costs and expenses of any kind or item not specifically and expressly included in Article 7.3.2 above
- .17 Costs and expenses of any kind or item specifically and expressly included in definition of CM/Contractor Base Fee

7.3.4 The term "CM/Contractor Fee" shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to CM/Contractor for its own Work and the Work of all Subcontractors, for all costs and expenses not included in the Cost of Extra Work, whether or not such costs and expenses are specifically referred to in Article 7.3.3 above. The CM/Contractor Fee shall not be compounded. The CM/Contractor Fee shall be computed as follows:

- .1 Fifteen percent (15%) of the cost of that portion of the Extra Work to be performed by the CM/Contractor with its own forces.
- .2 Fifteen percent (15%) of the cost of that portion of the Work to be performed by a Subcontractor with its own forces, plus 5% for the CM/Contractor. Total combined CM/Contractor and Subcontractor fee shall not exceed 20%.
- .3 Fifteen percent (15%) of the cost of that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of Subcontractor, plus 5% for the Subcontractor, plus 5% for the CM/Contractor. Total combined CM/Contractor, Subcontractor and all sub-subcontractor fee shall not exceed 25%.

7.3.5 Compensation for Extra Work shall be computed on the basis of the following:

- .1 Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of the Unit Prices to the quantities of the items involved.
- .2 Where Unit Prices are not applicable, a mutually agreed upon lump sum supported by a Cost Proposal pursuant to Article 7.3.1 above.
- .3 Where University and CM/Contractor cannot agree upon a lump sum, by the Cost of Extra Work plus CM/Contractor Fee applicable to such Extra Work.
- .4 The CM/Contractor shall not be entitled to any CM/Contractor Fee under any of the foregoing provisions, except for the fees for subcontractors of any tier, if the Contract Sum is then below Maximum Anticipated Contract Value.

7.3.6 As a condition to CM/Contractor's right to an adjustment of the Contract Sum, pursuant to Article 7.3.5.3 above, CM/Contractor must keep daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to University's Representative on a daily basis.

7.3.7 For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following:

- .1 Unit Prices stated in the Contract Documents.
- .2 Where Unit Prices are not applicable, a lump sum agreed upon by University and CM/Contractor, based upon the actual costs which would have been incurred in performing the deleted portions of the Work as calculated in accordance with Articles 7.3.2 and 7.3.3 above, supported by a Cost Proposal pursuant to Article 7.3.1 above.

7.3.8 If any one Change involves both Extra Work and Deleted Work in the same portion of the Work, a CM/Contractor Fee will not be allowed if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, a CM/Contractor Fee will be allowed only on the difference between the two amounts, subject to limitations in Article 7.3.5.5 above.

7.3.9 The Contract Sum will be adjusted for a delay if, and only if, CM/Contractor demonstrates that all of the following three conditions are met:

- .1 Condition Number One: The delay results in an extension of the Contract Time pursuant to Article 8.4.1 of the General Conditions.
- .2 Condition Number Two: The delay is caused solely by one or more of the following:
 - .1 An error or omission in the Contract Documents; or
 - .2 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or
 - .3 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or
 - .4 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's Representative) to timely perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of the CM/Contractor; or
 - .5 The decision of the University to direct the rejection of all bids for a given Bid Package(s) and the rebidding of same, if such rejection is not due to the failure of the CM/Contractor to fulfill its obligation to provide a Project Construction Cost Estimate per the requirements of the Agreement; or
 - .6 A materially differing site condition pursuant to Article 3.17 of the General Conditions.
- .3 Condition Number Three: The delay is not concurrent with a delay caused by an event other than those listed in Article 7.3.9.2.

7.3.10 For each day of delay that meets all three conditions prescribed in Article 7.3.9 above the Contract Sum will be adjusted by the daily rate included in the Agreement and specifically identified as the rate to be paid to CM/Contractor for Compensable Delays. Pursuant to Article 9.7.4 of the General Conditions, said daily rate shall not apply to delays occurring after Substantial Completion. Said daily rate shall not apply to Pre-Construction Services under Phase 1.

7.3.11 Except as provided in Articles 7 and 8 of the General Conditions, CM/Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

7.3.12 If for any reason one or more of the conditions prescribed in Article 7.3.9 above is held legally unenforceable, the remaining conditions must be met as a condition to obtaining an adjustment of the Contract Time under Article 7.3.10 above.

7.4 FIELD ORDERS

7.4.1 Field Orders issued by the University's Representative shall be subject to the following:

- .1 A Field Order may state that it does or does not constitute a change in the Work.
- .2 If the Field Order states that it does not constitute a change in the Work and the CM/Contractor asserts that the Field Order constitutes a change in the Work, in order to obtain an adjustment of the Contract Sum or Contract Time for the Work encompassed by the Field Order, CM/Contractor must follow all procedures set forth in Article 4 of the General Conditions, starting with the requirement of submitting a timely Change Order Request within 7 days of CM/Contractor's receipt of the Field Order; failure to strictly follow those procedures is a bar to any Claim for an adjustment of the Contract Sum or Contract Time arising from performance of the Work described in the Field Order.
- .3 If the Field Order states that it does constitute a change in the Work, the Work described in the Field Order shall be considered Extra Work and the CM/Contractor shall be entitled to an adjustment of the Contract Sum and Contract Time, calculated under and subject to CM/Contractor's compliance with the procedures for verifying and substantiating costs and delays in Articles 7 and 8 of the General Conditions.
- .4 In addition, if the Field Order states that it does constitute a change in the Work, the Field Order may or may not contain University's estimate of adjustment of Contract Sum and/or Contract Time. If the Field Order contains an estimate of adjustment of Contract Sum or Contract Time, the Field Order is subject to the following:
 - .1 The CM/Contractor shall not exceed the University's estimate of adjustment to Contract Sum or Contract Time without prior written notification to the University's Representative.
 - .2 If the CM/Contractor asserts that the change in the Work encompassed by the Field Order may entitle CM/Contractor to an adjustment of Contract Sum or Contract Time in excess of the University's estimate, in order not to be bound by University's estimate CM/Contractor must follow all procedures set forth in Article 4 of the General Conditions, starting with the requirement of submitting a timely Change Order Request within 7 days of CM/Contractor's receipt of the Field Order; failure to strictly follow those procedures is a bar to any Claim for an adjustment of the Contract Sum or Contract Time, in excess of the University's estimate, arising from performance of the Work described in the Field Order.

7.4.2 Upon receipt of a Field Order, CM/Contractor shall promptly proceed to perform the Work as ordered in the Field Order notwithstanding any disagreement by the CM/Contractor concerning whether the Work is extra.

7.5 VARIATION IN QUANTITY OF UNIT PRICE WORK

7.5.1 University has the right to increase or decrease the quantity of any Unit price item for which an Estimated Quantity is stated in the Bid Form.

7.6 WAIVER

7.6.1 A waiver of or failure by University or University's Representative to enforce any requirement in this Article 7, including without limitation the requirements in Articles 7.3.6, 7.3.8, 7.3.9, 7.3.10, 7.3.11, or 7.3.12 in connection with any adjustment of the Contract Sum, will not constitute a waiver of, and will not preclude the University or University's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum.

7.6.2 The CM/Contractor agrees and understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by University or its agents shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 8 **CONTRACT TIME**

8.1 COMMENCEMENT OF THE WORK

8.1.1 The date of commencement of the Work shall be set forth in the Phase I Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of CM/Contractor, Subcontractors, or of persons or firms for whom CM/Contractor is responsible, to act.

8.2 PROGRESS AND COMPLETION

8.2.1 By signing the Agreement:

- .1 CM/Contractor represents to University that the Contract Time is reasonable for performing the Work and that CM/Contractor is able to perform the Work within the Contract Time.
- .2 CM/Contractor agrees that University is purchasing the right to have the CM/Contractor present on the Project site for the full duration of the Contract Time, even if CM/Contractor could finish the Contract in less than the Contract Time.

8.2.2 CM/Contractor shall not, except by agreement or instruction of University in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 of the General Conditions to be furnished by CM/Contractor. The dates of commencement and Final Completion of the Construction Work shall not be changed by the effective date of such insurance.

8.2.3 CM/Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion of the Work within the Contract Time. If University's Representative determines and notifies CM/Contractor that CM/Contractor's progress is such that CM/Contractor will not achieve Final Completion of the Work within the Contract Time, CM/Contractor shall immediately and at no additional cost to University, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the Work is fully completed within the Contract Time. Upon receipt of such notice from University's representative, CM/Contractor shall immediately notify University's Representative of all measures to be taken to ensure Final Completion of the Work within the Contract Time. CM/Contractor shall reimburse University for any extra costs or expenses (including the reasonable value of any services provided by University's employees) incurred by University as the result of such measures.

8.3 DELAY

8.3.1 Except and only to the extent provided otherwise in Articles 7 and 8 of the General Conditions, by signing the Agreement, CM/Contractor agrees:

- .1 To bear the risk of delays to the Work; and
- .2 That CM/Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to the Work, CM/Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse CM/Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the CM/Contractor to an adjustment of the Contract Sum.

8.4 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY

8.4.1 Subject to Article 8.4.2 below, the Contract Time will be extended for each day of delay for which CM/Contractor demonstrates that all of the following four conditions have been met; a time extension will not be granted for any day of delay for which CM/Contractor fails to demonstrate compliance with the four conditions:

- .1 Condition Number One: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying Final Completion of the Work beyond the Contract Time. Under this Article 8.4.1.2, if the Contract Schedule shows Final Completion of the Work before expiration of the Contract Time, a delay is critical if and only to the extent the delay pushes Final Completion of the Work to a date that is beyond the Contract Time.
- .2 Condition Number Two: Within 7 days of the date the CM/Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay is likely to have an impact on the critical path of the Project, (even if the CM/Contractor has not yet been delayed when the CM/Contractor discovers or reasonably should discover the critical path impact of the act, error, omission or unforeseen condition giving rise to the delay) the CM/Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2 of the General Conditions.
- .3 Condition Number Three: The delay is not caused by:

- .1 A concealed, unforeseen or unknown condition or event except for a materially differing site condition pursuant to Article 3.17 of the General Conditions; or
- .2 The financial inability, misconduct or default of the CM/Contractor, a Subcontractor or supplier; or
- .3 The unavailability of materials or parts.
- .4 Condition Number Four: The delay is caused by:
 - .1 Fire; or
 - .2 Strikes, boycotts, or like obstructive actions by labor organizations; or
 - .3 Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
 - .4 A materially differing site condition pursuant to Article 3.17 of the General Conditions; or
 - .5 An error or omission in the Contract Documents; or
 - .6 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or
 - .7 The University's decision to suspend the Construction Work, where such decision is not the result of any default or misconduct of the CM/Contractor; or
 - .8 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's Representative) to perform any Contract obligation unless such failure is due to CM/Contractor's default or misconduct; or
 - .9 "Adverse weather," but only for such days of adverse weather, or on-site conditions caused by adverse weather, that are in excess of the number of days specified in the Supplementary Conditions. In order for a day to be considered a day of adverse weather for the purpose of determining whether CM/Contractor is entitled to an adjustment in Contract Time, both of the following conditions must be met:
 - .1 The day must be a day in which, as a result of adverse weather, less than one half day of critical path work is performed by CM/Contractor; and
 - .2 The day must be identified in the Contract Schedule as a scheduled work day.

8.4.2 If and only if a delay meets all four conditions prescribed in Article 8.4.1, then a time extension will be granted for each day that Final Completion of the Work is delayed beyond the Contract Time, subject to the following:

- .1 When two or more delays (each of which meet all four conditions prescribed in Article 8.4.1) occur concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to this Article 8.4.2, such concurrent critical delays shall be treated as a single delay for each such day.
- .2 CM/Contractor shall be entitled to a time extension for a day of delay that meets all four requirements of Article 8.4.1 if the delay is concurrent with a delay that does not meet all four conditions of Article 8.4.1.

8.4.3 If for any reason one or more of the four conditions prescribed in Article 8.4.1 above is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time under Article 8.4.2.

8.5 COMPENSATION FOR DELAY

8.5.1 To the maximum extent allowed by law, any adjustment of the Contract Sum as the result of delays shall be limited to the amounts specified in Article 7 of the General Conditions. Such adjustment shall, to the maximum extent allowed by law, constitute payment in full for all delay related costs (including costs for disruption, interruption and hindrance, general conditions, on and off-site overhead and profit) of CM/Contractor, its Suppliers and Subcontractors of all tiers and all persons and entities working under or claiming through CM/Contractor in connection with the Project.

8.5.2 By signing the Agreement, the parties agree that the University is buying the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

- .1 To order changes in the Work, regardless of the extent and number of changes, including without limitation:
 - .1 Changes to correct errors or omissions, if any, in the Contract Documents.

- .2 Changes resulting from the University's decision to change the scope of the Work subsequent to execution of the Contract.
- .3 Changes due to unforeseen conditions.
- .2 To suspend the Work or any part thereof.
- .3 To delay the Work, including without limitation, delays resulting from the failure of the University or the University's Representative to timely perform any Contract obligation and delays for University's convenience.

8.6 WAIVER

8.6.1 A waiver of or failure by University or University's Representative to enforce any requirement in this Article 8, including without limitation the requirements in Article 8.4 above, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude the University or University's Representative from enforcing, such requirements in connection with any present or future delays.

8.6.2 CM/Contractor agrees and understands that no oral approval, either express or implied, of any time extension by University or its agents shall be binding upon University unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 COST BREAKDOWN

9.1.1 Within 10 days after receipt of the Notice of Intent, CM/Contractor shall submit to University's Representative a Cost Breakdown of the Contract Sum in the form contained in the Exhibits. The Cost Breakdown shall itemize as separate line items the cost of each Work Activity and all associated costs, including but not limited to warranties, as-built documents, overhead expenses, and the total allowance for profit. Insurance and bonds shall each be listed as separate line items. The total of all line items shall equal the Contract Sum. The Cost Breakdown, when approved by the University's Representative, shall become the basis for determining the cost of Work performed for CM/Contractor's Applications for Payment. The Cost Breakdown shall be amended and updated after each Bid Package is bid and shall be submitted for University approval by the University's Representative. Such approval shall be obtained prior to University issuing a Contract Amendment incorporating the Bid Package into the Contract.

9.2 PROGRESS PAYMENT

9.2.1 University agrees to pay monthly to CM/Contractor, subject to Article 9.4.3 below, an amount equal to 95% of the sum of the following:

- .1 Cost of the Construction Work in permanent place as of the date of the CM/Contractor's Application for Payment.
- .2 Plus cost of materials not yet incorporated in the Construction Work, subject to Article 9.3.5 below.
- .3 Less amounts previously paid.
- .4 For Pre-Construction Services, the University shall pay CM/Contractor monthly a prorated amount, based on the Contract Sum for Phase 1.

Under this Article 9.2.1, University may, but is not required, to pay CM/Contractor more frequently than monthly.

9.2.2 After Substantial Completion and subject to Article 9.4.3 below, University will make any of the remaining progress payments in full.

9.3 APPLICATION FOR PAYMENT

9.3.1 On or before the 10th day of the month or such other date as is established by the Contract Documents, CM/Contractor shall submit to University's Representative an itemized Application for Payment, for the cost of the Work in permanent place, as approved by University's Representative, which has been completed in accordance with the Contract Documents, less amounts previously paid. The Application for Payment shall be prepared as follows:

- .1 Use the form contained in the Exhibits.

- .2 Itemize in accordance with the Cost Breakdown.
- .3 Include such data substantiating CM/Contractor's right to payment as University's Representative may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Article 9.5 below, a certification of the market value of all such securities as of a date not earlier than 5 days prior to the date of the Application for Payment.
- .4 Itemize retention.

9.3.2 Applications for Payment shall not include requests for payment on account of (1) changes which have not been authorized by Change Orders or (2) amounts CM/Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by University, an Application for Payment shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such application and conditional waivers and releases of claims and stop notices upon progress payment and final payment in the form contained in the Exhibits, and (2) unconditional waivers and releases of claims and stop notices, in the form contained in the Exhibits, from each Subcontractor listed in the preceding Application for Payment covering sums disbursed pursuant to that preceding Application for Payment.

9.3.4 CM/Contractor warrants that, upon submittal of an Application for Payment, all Work, for which Certificates for Payment have been previously issued and payment has been received from University, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of CM/Contractor, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to the Work.

9.3.5 At the sole discretion of University, University's Representative may approve for inclusion in the Application for Payment the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to University's Representative. In such case, CM/Contractor shall furnish evidence satisfactory to University's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of CM/Contractor. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve CM/Contractor from sole responsibility for the care and protection of such materials; nor relieve CM/Contractor from risk of loss to such materials from any cause whatsoever; nor relieve CM/Contractor from its obligation to complete the Work in accordance with the Contract; nor act as a waiver of the right of University to require fulfillment of all terms of the Contract. Nothing contained within this Article 9.3.5 shall be deemed to obligate University to agree to payment for any non-incorporated materials or any part thereof, payment being in the sole and absolute discretion of University.

9.4 CERTIFICATE FOR PAYMENT

9.4.1 If CM/Contractor has submitted an Application for Payment in accordance with Paragraph 9.3, University's Representative shall, not later than 5 working days after the date of receipt of the Application for Payment, issue to University, with a copy to CM/Contractor, a Certificate for Payment for such amount as University's Representative determines to be properly due.

9.4.2 If any such Application for Payment is determined not to be in accordance with Article 9.3 above, University will inform CM/Contractor as soon as practicable, but not later than 5 working days after receipt. Thereafter, CM/Contractor shall have 3 days to revise and resubmit such Application for Payment; otherwise University's Representative may issue a Certificate for Payment in the amount that University's Representative determines to be properly due without regard to such Application for Payment.

9.4.3 Approval of all or any part of an Application for Payment may be withheld, a Certificate for Payment may be withheld, and all or part of a previous Certificate for Payment may be nullified and that amount withheld from a current Certificate for Payment on account of any of the following:

- .1 Defective Work not remedied.
- .2 Third-party claims against CM/Contractor or University arising from the acts or omissions of CM/Contractor or Subcontractors.
- .3 Stop notices.
- .4 Failure of CM/Contractor to make timely payments due Subcontractors for material or labor.
- .5 A reasonable doubt that the Construction Work can be completed for the balance of the Contract Sum then unpaid.

- .6 Damage to University or Separate Contractor for which CM/Contractor is responsible.
- .7 Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover University's damages for the anticipated delay.
- .8 Failure of CM/Contractor to maintain and update as-built documents.
- .9 Failure of CM/Contractor to submit schedules or their updates as required by the Contract Documents.
- .10 Failure to provide conditional or unconditional releases from any Subcontractor or supplier, if such waiver(s) have been requested by University's Representative.
- .11 Performance of Construction Work by CM/Contractor without properly processed Shop Drawings.
- .12 Liquidated damages assessed in accordance with Article 6 of the Agreement.
- .13 Failure to provide updated Reports of Subcontractor Information and Self-Certifications, as applicable.
- .14 Failure to provide a Final Distribution of Contract Dollars with final Application for Payment.
- .15 Any other failure of CM/Contractor to perform its obligations under the Contract Documents.

9.4.4 Subject to the withholding provisions of Subparagraph 9.4.3, University will pay CM/Contractor the amount set forth in the Certificate for Payment no later than 10 days after the issuance of the Certificate for Payment.

9.4.5 Neither University nor University's Representative will have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.4.6 Neither a Certificate for Payment nor a progress payment made by University will constitute acceptance of Defective Work.

9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW

9.5.1 At the request and expense of CM/Contractor, a substitution of securities may be made for any monies retained by University under Article 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate For Payment shall be deposited by CM/Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the escrow agreement referred to in Article 9.5.3 until retention is due in accordance with Article 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. CM/Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Article 9.5.1 above, and at the request and expense of CM/Contractor, University will deposit retention directly with Escrow Agent. CM/Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits, or securities, shall be held by Escrow Agent upon the same terms provided for securities deposited by CM/Contractor. CM/Contractor and its surety shall bear the risk of failure of the Escrow Agent selected.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by CM/Contractor, University, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits. The CM/Contractor shall submit the Selection of Retention Options and the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention not later than the date when 50% of the Work has been completed. The terms of such escrow agreement are incorporated into the requirements of this Article 9.5.

9.6 BENEFICIAL OCCUPANCY

9.6.1 University reserves the right, at its option and convenience, to occupy or otherwise make use of any part of the Construction Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to CM/Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

- .1 University's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion. Prior to Beneficial Occupancy, University will issue a Certificate of Beneficial Occupancy on University's form.
- .2 Beneficial Occupancy by University shall not be construed by CM/Contractor as an acceptance by University of that portion of the Construction Work which is to be occupied.
- .3 Beneficial Occupancy by University shall not constitute a waiver of existing claims of University or CM/Contractor against each other.
- .4 CM/Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with CM/Contractor while the equipment is so operated. CM/Contractor shall submit to University an itemized list of each piece of equipment so operated with the date operation commences.
- .5 The Guarantee to Repair Periods, as defined in Article 12.2 of the General Conditions, will commence upon the occupancy date stated in the Certificate of Beneficial Occupancy except that the Guarantee to Repair Periods for that part of equipment or systems that serve portions of the Work for which University has not taken Beneficial Occupancy or issued a Certificate of Substantial Completion shall not commence until the University has taken Beneficial Occupancy for that portion of the Work or has issued a Certificate of Substantial Completion with respect to the entire Project. .6 University will pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- .7 University will pay all utility costs which arise out of the Beneficial Occupancy.
- .8 CM/Contractor shall not be responsible for providing security in areas beneficially occupied.
- .9 University will use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of CM/Contractor's remaining Construction Work.
- .10 CM/Contractor shall not be required to repair damage caused by University in its Beneficial Occupancy.
- .11 Except as provided in this Article 9.6, there shall be no added cost to University due to Beneficial Occupancy.
- .12 CM/Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.7 SUBSTANTIAL COMPLETION

9.7.1 "Substantial Completion" means the stage in the progress of the Construction Work, as determined by University's Representative, when the Construction Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair University's ability to occupy and fully utilize the Construction Work for its intended purpose and a Certificate of Occupancy has been issued by the University's Building Official.

9.7.2 When CM/Contractor gives notice to University's Representative that the Construction Work is substantially complete, unless University's Representative determines that the Construction Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, University's Representative will inspect the Construction Work. If the University's Representative determines that the Work is not substantially completed the University's Representative will prepare and give to CM/Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. CM/Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of CM/Contractor to complete all Construction Work in accordance with the Contract Documents. University's Representative will make an inspection to determine whether the Construction Work is substantially complete. Costs for additional inspection by University's Representative shall be deducted from any monies due and payable to CM/Contractor.

9.7.3 When University's Representative determines that the Construction Work is substantially complete, University's Representative will arrange for inspection by University's Building Official and other officials, as appropriate, for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued by the University's Building Official, the University's Representative will prepare a Certificate of Substantial Completion on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and CM/Contractor for security, maintenance, utilities, insurance, and damage to the Construction Work. The University's Representative will prepare and furnish to the CM/Contractor a comprehensive "punch list" of items to be completed or corrected prior to Final Completion.

9.7.4 Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee to Repair Period for the Construction Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Construction Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

- .1 Are not operational (equipment or systems shall not be considered operational if they cannot be used to provide the intended service; or
- .2 Are not accepted by the University.

The Guarantee to Repair Period for equipment or systems which become operational and accepted subsequent to Substantial Completion will begin on the date of their written acceptance by University.

9.7.5 The daily rate included in the Agreement and specifically identified as the rate to be paid to CM/Contractor for Compensable Delays shall not apply to any delays occurring after the Construction Work is substantially completed.

9.8 FINAL COMPLETION, FINAL PAYMENT, AND RELEASE OF RETENTION

9.8.1 Upon receipt of notice from CM/Contractor that the Work is ready for final inspection, University's Representative will make such inspection. Final Completion shall be when University's Representative determines that the Work is fully completed and in accordance with the Contract Documents, including without limitation, satisfaction of all "punch list" items, and determines that a Certificate of Occupancy has been issued by the University's Building Official. University will file a Notice of Completion within 15 days after Final Completion. After receipt of the final Application For Payment, if University's Representative determines that Final Completion has occurred, University's Representative will issue the final Certificate For Payment.

9.8.2 Final payment and retention shall be released to CM/Contractor, as set forth in Article 9.8.3, after:

- .1 CM/Contractor submits the final Application For Payment and all submittals required in accordance with Article 9.3;
- .2 CM/Contractor submits all guarantees and warranties procured by CM/Contractor from Subcontractors, all operating manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents;
- .3 CM/Contractor submits the Final Distribution of Contract Dollars in the form contained in the Exhibits; and
- .4 University's Representative issues the final Certificate For Payment.

At its sole discretion, after Final Completion, University may waive the requirement that CM/Contractor submit a final Application For Payment before making final payment and/or release of retention to CM/Contractor.

9.8.3 Final payment shall be paid not more than 10 days after University's Representative issues the final Certificate For Payment. Retention shall be released to CM/Contractor 35 days after the filing of the Notice of Completion.

9.8.4 Acceptance of final payment by CM/Contractor shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by CM/Contractor as unsettled at the time of the final Application For Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CM/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 CM/Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to the following:

- .1 Employees involved in the Work and other persons who may be affected thereby.
- .2 The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of CM/Contractor or Subcontractors.
- .3 Other property at the Project site and adjoining property.

10.2.2 CM/Contractor shall erect and maintain, as required by existing conditions and performance of the Construction Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Construction Work, CM/Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 CM/Contractor shall designate a responsible member of CM/Contractor's organization at the Project site whose duty shall be the prevention of accidents. That person shall be the Superintendent, unless otherwise designated by CM/Contractor in writing to University and University's Representative.

10.2.5 CM/Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 EMERGENCIES

10.3.1 In an emergency affecting the safety of persons or property, CM/Contractor shall act to prevent or minimize damage, injury, or loss. CM/Contractor shall promptly notify University's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and CM/Contractor's action.

ARTICLE 11**INSURANCE AND BONDS****11.1 CM/CONTRACTOR'S INSURANCE**

11.1.1 CM/Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and University from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by CM/Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the Supplementary Conditions. See Article 3.21 of the General Conditions regarding the scope and extent of CM/Contractor's liability for repair of damaged Work.

11.1.2 The following policies and coverages shall be furnished by CM/Contractor:

- .1 **COMMERCIAL FORM GENERAL LIABILITY INSURANCE** covering all Work done by or on behalf of CM/Contractor and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to Work required of CM/Contractor by these Contract Documents. If the insurance under this Article 11.1.2.1 is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this Contract. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.
- .2 **BUSINESS AUTOMOBILE LIABILITY INSURANCE** on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of CM/Contractor and providing insurance for bodily injury and property damage.

- .3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required by Federal and State of California law. CM/Contractor shall also require all of its Subcontractors to maintain this insurance coverage.
- .4 PROFESSIONAL LIABILITY INSURANCE. If the insurance under this Article 11.1.2.4 is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this Contract. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.

11.1.3 The coverages required under this Article 11 shall not in any way limit the liability of CM/Contractor.

11.1.4 Certificates of Insurance, as evidence of the insurance required by these Contract Documents and on the form contained in the Exhibits, shall be submitted by CM/Contractor to University. The Certificates of Insurance shall provide for no cancellation or modification of coverage without prior written notice to University, in accordance with policy provisions.

11.1.5 In the event CM/Contractor does not comply with these insurance requirements, University may, at its option, provide insurance coverage to protect University; and the cost of such insurance shall be paid by CM/Contractor and may be deducted from the Contract Sum.

11.1.6 CM/Contractor's insurance as required by Article 11.1.2, shall, by endorsement to the policies, include the following:

- .1 The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor's General Liability insurance for and relating to the Work to be performed by the Contractor and Subcontractors pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). This requirement shall not apply to Worker's Compensation and Employer's Liability insurance.
- .2 A Severability of Interest Clause that shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. The provision shall state that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability."
- .3 A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements."
- .4 University, University's consultants, University's Representative, and University's Representative's consultants will not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- .5 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by University, University's consultants, University's Representative, and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.6.1.
- .6 The Professional Liability insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist in the absence of the contract.

11.1.7 The form and substance of all insurance policies required to be obtained by CM/Contractor shall be subject to approval by University. All policies required by Articles 11.1.2.1, 11.1.2.2, and 11.1.2.3 above shall be issued by companies with ratings and financial classifications as specified in the Supplementary Conditions.

11.1.8 CM/Contractor shall, by mutual agreement with University, furnish any additional insurance as may be required by University. CM/Contractor shall provide Certificates of Insurance evidencing such additional insurance.

11.1.9 The Certificate of Insurance Exhibit shall show (1) all companies affording coverage and (2) the name of the insured exactly in the manner as shown on the Bid Form. The name of the insured must be the name under which the entity is licensed by the Contractors State License Board.

11.1.10 If insurance company refuses to use the Certificate of Insurance Exhibit, it must attach a Certificate of Insurance evidencing compliance with this Article 11 and Special Provisions 1 through 3 on Certificate of Insurance Exhibit.

11.1.11 At the request of University, CM/Contractor shall submit to University copies of the policies obtained by CM/Contractor.

11.2 BUILDER'S RISK PROPERTY INSURANCE

11.2.1 If and only if the Anticipated Contract Value exceeds \$200,000 at the time of award of Phase 2 of the Contract, University will provide its standard builder's risk property insurance, subject to the deductibles, terms and conditions, exclusions, and limitations as contained in the provisions of the policy. A copy of the University's standard builder's risk property insurance policy is available at the University's Facility office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Contract. CM/Contractor agrees that the University's provision of its standard builder's risk property insurance policy meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance. The proceeds under such insurance policies taken out by University insuring the Work and materials will be payable to University and CM/Contractor as their respective interests, from time to time, may appear. CM/Contractor shall be responsible for the deductible amount in the event of a loss. In addition, nothing in this Article 11.2 shall be construed to relieve CM/Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for CM/Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve CM/Contractor of its responsibilities referred to under this Article 11. "Materials incorporated in the Work," as used in this Article 11.2, shall mean materials furnished while in transit to, stored at, or in permanent place at the Project site.

11.2.2 Insurance policies referred to under this Article 11.2 shall:

- .1 Include a provision that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by CM/Contractor.
- .2 Include a waiver of subrogation against CM/Contractor, its Subcontractors, its agents and employees.

11.2.3 Builder's risk insurance coverage under this Article 11.2 will expire on the date of Final Completion recited in a Notice of Completion filed pursuant to Article 9.8.1. Should a Notice of Completion be filed more than 10 days after the date of Final Completion, the date of Final Completion recited in the Notice of Completion will govern.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 CM/Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Exhibits.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Anticipated Contract Value less the Phase 1 Contract Sum. If thereafter the Contract Sum exceeds the Anticipated Contract Value less the Phase 1 Contract Sum, CM/Contractor shall furnish supplemental Payment and Performance Bonds in an amount equal to any increase in the Contract Sum above the Anticipated Contract Value.

11.3.3 The Payment Bond and Performance Bond shall be in effect prior to the date the Contract Amendment for Phase 2 is signed by University. The CM/Contractor shall provide Payment Bond and Performance Bond within ten (10) days of Notice of Intent.

11.3.4 CM/Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those interests of persons or firms supplying labor or materials to the Construction Work.

11.3.5 Surety companies used by CM/Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by CM/Contractor.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to University's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by University's Representative, be uncovered for University's Representative's observation and be replaced at CM/Contractor's expense without adjustment of the Contract Time or the Contract Sum.

12.1.2 If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which University's Representative has not specifically requested to observe prior to its being covered, University's Representative may request to see such Work and it shall be uncovered and replaced by CM/Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Sum by Change Order; and if the uncovering and replacing of the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, CM/Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD

12.2.1 The term "Guarantee to Repair Period" means a period of 1 year, unless a longer period of time is specified, commencing as follows:

- .1 For any Construction Work not described as incomplete in the Certificate of Substantial Completion, on the date of Substantial Completion.
- .2 For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Article 9.6 of the General Conditions, from the first date of such Beneficial Occupancy or actual use, as established in a Certificate of Beneficial Occupancy.
- .3 For all Construction Work other than .1 or .2 above, from the date of Final Completion.

12.2.2 CM/Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Construction Work or during the Guarantee to Repair Period and (2) replace, repair, or restore to University's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. CM/Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from University's Representative or University, but in no case later than 10 days after receipt of such notice; and CM/Contractor shall diligently and continuously prosecute such correction to completion. CM/Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for University's Representative's services and expenses. CM/Contractor shall perform corrective Construction Work at such times that are acceptable to University and in such a manner as to avoid, to the extent practicable, disruption to University's activities.

12.2.3 If immediate correction of Defective Work is required for life safety or the protection of property and is performed by University or Separate Contractors, CM/Contractor shall pay to University all reasonable costs of correcting such Defective Work. CM/Contractor shall replace, repair, or restore to University's satisfaction any other parts of the Construction Work and any other real or personal property which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

12.2.4 CM/Contractor shall remove from the Project site portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by CM/Contractor nor accepted by University.

12.2.5 If CM/Contractor fails to commence correction of Defective Work within 10 days after notice from University or University's Representative or fails to diligently prosecute such correction to completion, University may correct the Defective Work in accordance with Article 2.4 of the General Conditions; and, in addition, University may remove the Defective Work and store salvageable materials and equipment at CM/Contractor's expense.

12.2.6 If CM/Contractor fails to pay the costs of such removal and storage as required by Articles 12.2.4 and 12.2.5 above within 10 days after written demand, University may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. CM/Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which CM/Contractor is liable to University, including compensation for University's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which CM/Contractor is liable to University, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due CM/Contractor or the remaining payments are insufficient to cover such deficiency, CM/Contractor shall promptly pay the difference to University.

12.2.7 CM/Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Article 3.4 of the General Conditions or any other obligation of CM/Contractor under the Contract Documents. Enforcement of CM/Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies University may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations of CM/Contractor under the Contract Documents. Establishment of the Guarantee to Repair Period relates only to the specific obligation of CM/Contractor to correct the Construction Work and in no way limits either CM/Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce CM/Contractor's obligations under the Contract Documents.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 TERMINATION BY CM/CONTRACTOR

13.1.1 Subject to Article 13.1.2 below, CM/Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

- .1 Provided that University has not commenced reasonable action to remove any order of a court within the 90 day period, the he Construction Work is stopped for 90 consecutive days, through no act or fault of CM/Contractor, any Subcontractor, or any employee or agent of CM/Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- .2 University fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or University has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from CM/Contractor stating the nature of such default.
- .3 Repeated suspensions by University, other than such suspensions as are agreed to by CM/Contractor under Article 13.3 below, which constitute in the aggregate more than 20% of the Contract Time.

13.1.2 Upon the occurrence of one of the events listed in Article 13.1.1 above, CM/Contractor may, upon 10 days additional notice to University and University's Representative, and provided that the condition giving rise to CM/Contractor's right to terminate is continuing, terminate the Contract.

13.1.3 Upon termination by CM/Contractor, University will pay to CM/Contractor the sum determined by Article 13.4.4 below. Such payment will be the sole and exclusive remedy to which CM/Contractor is entitled in the event of termination of the Contract by CM/Contractor pursuant to this Article 13.1; and CM/Contractor will be entitled to no other compensation or damages and expressly waives the same.

13.2 TERMINATION BY UNIVERSITY FOR CAUSE

13.2.1 University will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

- .1 CM/Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- .2 CM/Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- .3 A receiver is appointed to take charge of CM/Contractor's property.
- .4 The commencement or completion of any Work activity on the critical path is more than 30 days behind the date set forth in the Contract Schedule for such Work activity, and which results in an Unexcusable Delay. For a Contract with a Contract Time of less than 300 days, the 30-day period shall be reduced to the number of days commensurate with 10% of the Contract Time.
- .5 CM/Contractor abandons the Work.

13.2.2 Upon the occurrence of any of the following events, University will have the right to terminate the Contract for cause if CM/Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from University, or within such longer period of time as is reasonably necessary to complete such cure:

- .1 CM/Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- .2 CM/Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from University.
- .3 CM/Contractor disregards Applicable Code Requirements.
- .4 CM/Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
- .5 CM/Contractor is in default of any other material obligation under the Contract Documents.
- .6 CM/Contractor persistently or materially fails to comply with applicable safety requirements.

13.2.3 Upon any of the occurrences referred to in Articles 13.2.1 and 13.2.2 above, University may, at its election and by notice to CM/Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by CM/Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method University may deem expedient. If requested by University, CM/Contractor shall remove any part or all of CM/Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if CM/Contractor fails to do so, University may remove or store, and after 90 days sell, any of the same at CM/Contractor's expense.

13.2.4 If the Contract is terminated by University as provided in this Article 13.2, CM/Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Construction Work by University.

13.2.5 If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for University staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to CM/Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, CM/Contractor shall pay such excess to University.

13.2.6 No termination or action taken by University after termination shall prejudice any other rights or remedies of University provided by law or by the Contract Documents upon such termination; and University may proceed against CM/Contractor to recover all losses suffered by University.

13.3 SUSPENSION BY UNIVERSITY FOR CONVENIENCE

13.3.1 University may, at any time and from time to time, without cause, order CM/Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to 90 days, as University may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Article 13.3. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, CM/Contractor shall, at University's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within 90 days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by CM/Contractor and University, University shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order.

13.3.2 If a Suspension Order is canceled or expires, CM/Contractor shall continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by CM/Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within 21 days after the end of the Work suspension. CM/Contractor agrees that submission of its claim within said 21 days is an express condition precedent to its right to Arbitrate or Litigate such a claim.

13.3.3 The provisions of this Article 13.3 shall not apply if a Suspension Order is not issued by University. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

13.4 TERMINATION BY UNIVERSITY FOR CONVENIENCE

13.4.1 University may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to CM/Contractor. Upon such termination, CM/Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of CM/Contractor, University shall pay CM/Contractor in accordance with Article 13.4.4 below.

13.4.2 Upon receipt of notice of termination under this Article 13.4, CM/Contractor shall, unless the notice directs otherwise, do the following:

- .1 Immediately discontinue the Work to the extent specified in the notice.
- .2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Construction Work as is not discontinued.
- .3 Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- .4 Thereafter do only such Construction Work as may be necessary to preserve and protect Construction Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

13.4.3 Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to CM/Contractor's obligations under Article 13.4.2 above, as to bona fide obligations assumed by CM/Contractor prior to the date of termination.

13.4.4 Upon such termination, University shall pay to CM/Contractor the sum of the following:

- .1 The amount of the Contract Sum allocable to the portion of the Work properly performed by CM/Contractor as of the date of termination, less sums previously paid to CM/Contractor.
- .2 Plus an amount equal to the lesser of \$50,000 or 5% of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Work properly performed by CM/Contractor as of the date of termination.
- .3 Plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
- .4 Plus any proven Losses with respect to materials and equipment directly resulting from such termination.
- .5 Plus reasonable demobilization costs.
- .6 Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and Losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which CM/Contractor is entitled in the event of termination of the Contract by University pursuant to this Article 13.4; and CM/Contractor will be entitled to no other compensation or damages and expressly waives same.

ARTICLE 14
STATUTORY AND OTHER REQUIREMENTS

14.1 PATIENT HEALTH INFORMATION

Contractor acknowledges that its employees, agents, subcontractors, consultants and others acting on its behalf may come into contact with Patient Health Information ("PHI") while performing work at the Project Site. This contact is most likely rare and brief (e.g. walking through a clinic where patient files may be visible, overhearing conversations between physicians while working or touring a hospital, noticing a relative or acquaintance receiving treatment in a University facility, etc.). Contractor shall immediately notify University Representative of any such contact. Any and all forms of PHI should not be examined closer, copied, photographed, recorded in any manner, distributed or shared. Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, Contractor will report such actions immediately to the University Representative. Contractor will immediately take all steps necessary to stop any such actions and will ensure that no further violations of this contractual responsibility will occur. Contractor will report to University Representative within five (5) days after Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

14.2 NONDISCRIMINATION

14.2.1 For purposes of this Article 14.2, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.2.2 CM/Contractor shall comply and shall ensure that all Subcontractors comply with Sections 12900 through 12996, of the State of California Government Code.

14.2.3 CM/Contractor agrees as follows during the performance of the Work:

- .1 CM/Contractor shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). CM/Contractor will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CM/Contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CM/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the CM/Contractor, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.
- .2 CM/Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by University or any appropriate agency of the State of California designated by University for the purposes of investigation to ascertain compliance with this Article 14.2. The outcome of the investigation may result in the following:

- .1 A finding of willful violation of the provisions of this Contract or of the Fair Employment Practices Act may be regarded by University as (1) a basis for determining that CM/Contractor is not a "responsible bidder" as to future contracts for which such CM/Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of CM/Contractor for future contracts.
- .2 University may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that CM/Contractor has violated the Fair Employment Practices Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.
- .3 Upon receipt of such written notice from the Fair Employment Practices Commission, University may notify CM/Contractor that, unless it demonstrates to the satisfaction of University within a stated period that the violation has been corrected, CM/Contractor's bids on future projects will not be considered.
- .3 CM/Contractor agrees that, should University determine that CM/Contractor has not complied with this Article 14.2, CM/Contractor shall forfeit to University, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 14.3 below for violation of prevailing wage rates. Such penalty amounts may be recovered from CM/Contractor; and University may deduct any such penalty amounts from the Contract Sum.
- .4 Nothing contained in this Article 14.2 shall be construed in any manner so as to prevent University from pursuing any other remedies that may be available at law.
- .5 CM/Contractor shall meet the following standards for compliance and provide University with satisfactory evidence of such compliance upon University's request, which shall be evaluated in each case by University:
 - .1 CM/Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
 - .2 CM/Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).
 - .3 CM/Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, non-minority women, and minority men shall be available and given an equal opportunity for employment.
 - .4 CM/Contractor shall notify University of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract.
- .6 CM/Contractor shall include the provisions of the foregoing Articles 14.2.3.2.1 through 14.2.3.2.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

14.3 PREVAILING WAGE RATES

14.3.1 For purposes of this Article 14.3, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.3.2 CM/Contractor shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, and 1775, 1776, 1777.5, and 1777.6 of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations.

14.3.3 The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. CM/Contractor shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the job site. By this reference, such schedule is made part of the Contract Documents. CM/Contractor shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by CM/Contractor in the execution of the Work. CM/Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the execution of the Work. CM/Contractor shall forfeit to University, as a penalty, not more than \$200

for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Work done by CM/Contractor or any Subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the Contract Sum or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. CM/Contractor shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 1742 of the California Labor Code.

14.4 PAYROLL RECORDS

14.4.1 For purposes of this Article 14.4, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.4.2 CM/Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be certified as being true and correct by CM/Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of CM/Contractor on the following basis:

- .1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
- .3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of CM/Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CM/Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

14.4.3 CM/Contractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. CM/Contractor shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and CM/Contractor shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Article 14.4 or with the State of California Labor Code Section 1776, CM/Contractor shall have 10 days in which to comply following receipt of notice specifying in what respects CM/Contractor must comply. Should noncompliance still be evident after the 10 day period, CM/Contractor shall forfeit to University, as a penalty, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum.

14.5 APPRENTICES

14.5.1 For purposes of this Article 14.5, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

14.5.2 Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by CM/Contractor and Subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to Section 1777.5. The Contractor bears responsibility for compliance with this section for all apprenticeable occupations.

14.5.3 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the Construction Work in the craft or trade to which the apprentice is indentured.

14.5.4 When CM/Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Construction Work, CM/Contractor or Subcontractors shall 1) send contract award information to the applicable joint apprenticeship committee that

can supply apprentices to the site of the public work and 2) apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving CM/Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Construction Work. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours of journeyperson work, except as permitted by law. CM/Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

14.5.5 "Apprenticeship craft or trade," as used in this Article 14.5, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

14.5.6 If CM/Contractor or Subcontractors employ journeymen or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, CM/Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Construction Work in the same amount or upon the same basis and in the same manner done by the other contractors. CM/Contractor may include the amount of such contributions in computing its bid for the Contract; but if CM/Contractor fails to do so, it shall not be entitled to any additional compensation therefore from University.

14.5.7 In the event CM/Contractor willfully fails to comply with this Article 14.5, it will be considered in violation of the requirements of the Contract.

14.5.8 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by CM/Contractor or Subcontractors of journeyman trainees who may receive on-the-job training to enable them to achieve journeyman status in any craft or trade under standards other than those set forth for apprentices.

14.6 CONSTRUCTION WORK DAY

14.6.1 CM/Contractor shall not permit any worker to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. CM/Contractor shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of this Contract by CM/Contractor, or any Subcontractor, for each day during which such worker is required or permitted to work more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Article 14.6 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. CM/Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of University, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 GOVERNING LAW

15.1.1 The Contract shall be governed by the law of the State of California.

15.2 SUCCESSORS AND ASSIGNS

15.2.1 University and CM/Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

15.3 RIGHTS AND REMEDIES

15.3.1 All University's rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of University under the Contract Documents or otherwise available at law or in equity.

15.3.2 No action or failure to act by University or University's Representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by University or University's Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

15.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against University, University's Representative, or CM/Contractor.

15.4 SURVIVAL

15.4.1 The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and University's right to audit CM/Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

15.5 COMPLETE AGREEMENT

15.5.1 The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Articles 7 and 16 of the General Conditions.

15.6 SEVERABILITY OF PROVISIONS

15.6.1 If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.7 UNIVERSITY'S RIGHT TO AUDIT

15.7.1 University and entities and agencies designated by University will have access to and the right to audit and the right to copy at University's cost all of CM/Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. CM/Contractor shall preserve all such records and other items during the performance of the Contract and for a period of at least 3 years after Final Completion.

15.8 METHODS OF DELIVERY FOR SPECIFIED DOCUMENTS

15.8.1 The following documents must be delivered in a manner specified in Article 15.8.2:

- .1 CM/Contractor Notices of election to litigate or arbitrate;
- .2 Written demand for a final decision by University's Representative pursuant to Article 4.2.5;
- .3 CM/Contractor claims pursuant to Article 4.3;
- .4 CM/Contractor notices of conditions pursuant to Articles 3.17, 3.18, or 3.19;
- .5 University's notices of CM/Contractor's failure to perform and/or correct defective work pursuant to Articles 4.1.6, 12.2 and 13.2.3;
- .6 University's notice to stop work pursuant to Article 2.3.1;
- .7 Notices of termination or suspension pursuant to Article 13.

15.8.2 Delivery methods for documents specified in Article 15.8.1:

- .1 By personal delivery.
- .2 Sent by facsimile copy where receipt is confirmed.
- .3 Sent by Express Mail, or another method of delivery providing for overnight delivery where receipt is confirmed.
- .4 Sent by registered or certified mail, postage prepaid, return receipt requested.

15.8.3 The documents identified in Article 15.8.1 shall only be effective if delivered in the manner specified in Article 15.8.2. Subject to the forgoing, such documents shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Delivery of the specified documents shall be made at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 15.8.

15.9 TIME OF THE ESSENCE

15.9.1 Time limits stated in the Contract Documents are of the essence of the Contract.

15.10 MUTUAL DUTY TO MITIGATE

15.10.1 University and CM/Contractor shall use all reasonable and economically practicable efforts to mitigate delays and damages to the Project and to one another with respect to the Project, regardless of the cause of such delay or damage.

ARTICLE 16
CONTRACT AMENDMENTS

16.1 GENERAL

16.1.1 Contract Amendments shall be used to modify the Contract when either the University elects to exercise its Option for Phase 2, or to incorporate Construction Work from a University approved Bid Package. Contract Amendments will be issued by the University unilaterally and do not require the signature of the CM/Contractor.

16.2 INCREASE IN PERFORMANCE AND PAYMENT BONDS

16.2.1 The amount of the Payment and Performance Bonds shall be increased by CM/Contractor, as appropriate, pursuant to Article 11.3.2 of the General Conditions upon the University's issuance of a Contract Amendment. University shall withhold payment until increased Performance and Payment Bonds are received, if they are not received within ten (10) days of the Contract Amendment.

16.3 OPTION

16.3.1 When a Contract Amendment is issued to exercise the University's Option for Phase 2, it shall increase the Contract Sum by the amount of the Option Sum - Phase 2 and will extend the Contract Time as set forth in Article 5 of the Agreement. No other increase of the CM/Contractor Base Fee, cost of General Conditions Work, or any other cost of the Work shall be included in the Contract Amendment; all such cost shall be included in the CM/Contractor's Option Sum - Phase 2.

16.4 BID PACKAGE(S)

16.4.1 When a Contract Amendment is issued to incorporate the Work of a Bid Package, only the Contract Sum will be adjusted. Contract Time associated with Bid Packages shall be incorporated into the Contract when the University elects to exercise its Option for Phase 2. The Contract Sum will only be adjusted by the amount approved by the University in the Bid Package; no additional cost for CM/Contractor's Base Fee, General Conditions Work, or any other cost of the Work shall be included in the Contract Amendment unless and until the Contract Sum exceeds the Maximum Anticipated Contract Value; if the Contract Sum exceeds the Maximum Anticipated Contract Value, the Contract Sum will be adjusted by the amount approved by the University in the Bid Package plus 5% of the amount of the Bid Package that is in excess of the Maximum Anticipated Contract Value.

[End]

SUPPLEMENTARY CONDITIONS

The following article is added to Article 3 of the General Conditions:

1. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CM/CONTRACTOR

3.9.9.1 CM/Contractor shall incorporate in Contract Schedule a work activity of 10 days representing the time period for the University's Representative to obtain Department of Finance approval of each Bid Package.

3.9.9.2 CM/Contractor shall incorporate in Contract Schedule a work activity of 10 days representing the time period for the University's Representative to obtain approval of each Bid Package Certification. This duration follows and is in addition to the duration in 3.9.10.

3.9.12 The CM/Contractor shall insert, in all Preliminary Contract Schedule(s) and Contract Schedule(s), Work Activity(s) corresponding to each Bid Package immediately following the submittal by CM/Contractor to University of Bid Package Certification and preceding the University issuing a Contract Amendment for the Bid Package. The Work Activity shall be entitled "University Review of Bid Package Certification (Bid Package description)". This Work Activity represents the time required by the University to review the Bid Package Certification and time to resolve any bid protest under the University's Bid Protest Procedures exhibit. The CM/Contractor shall insert a duration of 5 days for all such work activities. CM/Contractor will not be entitled to an extension of the Contract Time or compensation for delay if:

- .1 The Contract Amendment is issued on or before the expiration of the duration specified above, or
- .2 The decision of the Hearing Officer results in a determination in favor of the protesting party and the CM/Contractor was responsible for the circumstances that resulted in such decision.

3.18 DAILY REPORTS

3.18.1 Contractor shall submit daily reports, on the form contained in the Exhibits, to the University's Representative not later than 2:00 p.m. each work day.

2. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 3 – CM/CONTRACTOR

3.23.3.1 The CM/Contractor may elect to bid for Construction Work for Bid Packages that primarily involve the following specific trade(s):

- .1 Demolition
- .2 Concrete
- .3 Rough Carpentry
- .4 Finish Carpentry
- .5 General Conditions

3.23.3.2 The CM/Contractor shall provide written notification to University's Representative within 5 days from the Phase 1 Notice to Proceed date if CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor intends to submit a bid to self-perform the work described above.

3. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 8 – CONTRACT TIME

Adverse weather in excess of the following number of days will be granted a Contract Time extension pursuant to Article 8.4 of the General Conditions:

8.4.1.6.11 "Rainy weather", but only for such days of rain that are in excess of the number of days specified.

- January – 5 days
- February – 6 days
- March – 5 days
- April – 3 days
- May – September – 0 days
- October – 1 day
- November – 2 days
- December – 3 days

In order for a day to be considered a "day for rainy weather" for the purposes of determining whether the CM/Contractor is entitled to a time extension, all of the following conditions must be met:

- .3 the CM/Contractor must have employed all reasonable rain mitigation measures to enable the Work to continue on the day; and
- .4 all other conditions of Article 8 must be met.

When the total number of rainy weather days with a month does not exceed the number of days specified the remaining days shall carry forward to the next month of the project. Remaining rain days for the calendar year shall carry forward to the next calendar year through final completion of the project.

4. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

Insurance required by Paragraphs 11.1.2.1, 11.1.2.2, and 11.1.2.4 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

				<u>Minimum Requirement</u>
11.1.2.1	Commercial Form	General	Liability	
	Insurance-Limits of Liability			
	Each Occurrence-Combined Single Limit for Bodily Injury and Property			\$2,000,000
	Products-Completed Operations Aggregate			\$4,000,000
	Personal and Advertising Injury			\$2,000,000
	General Aggregate			\$4,000,000

11.1.2.2	Business Automobile Liability Insurance- Limits of Liability	
	Each Accident-Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
11.1.2.4	Professional Liability Insurance - Limits of Liability	
	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000

Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

11.1.2.3	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY –	Minimum Requirement
	Worker's Compensation:	(as required by Federal and State of California law).
	Employer's Liability:	
	Each Employee	\$1,000,000
	Each Accident	\$1,000,000
	Policy Limit	\$1,000,000

The following article is added to the General Conditions:

11.1.2.4 The Contractor shall obtain, either itself or through the applicable Subcontractor(s) performing Work involving hazardous materials, Contractor's Pollution Liability (CPL) insurance coverage for such Work AND an endorsement to either its CPL or Business Auto policies for transporting or hauling of hazardous materials. The insurance required by this paragraph 11.1.2.4 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following and include the University as Additional Insured by endorsement:

CONTRACTOR'S POLLUTION LIABILITY - Limits of Liability	Minimum Requirement
Each Occurrence	\$1,000,000
Products-Completed Operations	\$1,000,000}
General Aggregate	\$2,000,000

If coverage is provided on a Claims-Made form, Contractor shall evidence coverage to include a three (3)-year Extended Reporting Period beyond completion of such Work. Coverage must extend to Transportation and Hauling of hazardous materials. The University shall require a copy of the policy endorsement noting extension of Transportation coverage. If this extension of coverage is not provided under the Contractor's or

applicable Subcontractor's Contractor's Pollution Liability, then the Contractor/Subcontractor shall also be required to evidence the following under its Business Auto policy:

BUSINESS AUTO - Combined Single Limit Per Accident \$1,000,000
 Covering Transportation and/or Hauling of hazardous materials by amending the pollution exclusion of ISO Form CA 00010 6/92 (or its equivalent) in the following manner:

1. Delete Section a.(1)a.: (Pollution) "being transported or towed away by, or handled for movement into, onto or from the Covered Auto"
2. Delete Section a.(1)b.: "Otherwise in the course of transit by the insured."

Coverage shall include MCS-90 endorsement with the University as Additional Insured and shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

5. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

11.1.10 CM/Contractor may require all Subcontractors added by Contract Amendment to provide insurance meeting the requirements of Article 11 in amounts up to and including the limits specified below. CM/Contractor shall include in its Option Sum - Phase 2 the cost of insurance provided by subcontractors added by Contract Amendment, to the extent the cost results from the CM/Contractor's decision to require insurance exceeding the requirements of Article 11 and/or the specified limits:

		<u>Minimum Requirement</u>
11.1.10.1	Commercial Form General Liability Insurance-Limits of Liability	
	Each Occurrence-Combined Single Limit for Bodily Injury and Property	\$2,000,000
	Products-Completed Operations Aggregate	\$4,000,000
	Personal and Advertising Injury	\$2,000,000
	General Aggregate	\$4,000,000
11.1.10.2	Business Automobile Liability Insurance-Limits of Liability	
	Each Accident-Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
11.1.10.3	Workers' Compensation and Employer's Liability Insurance as required by Federal and State of California law.	

6. MODIFICATION OF GENERAL CONDITIONS ARTICLE 11 – INSURANCE AND BONDS

Article 11.3 of the General Conditions is replaced in its entirety with the following revised Article 11.3 (see Article 5.2 – Supplementary Instructions to Bidders).

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 CM/Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Exhibits.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Phase 1 Contract
 April 29, 2015 Supplementary Conditions

Sum.

11.3.3 The Payment Bond and Performance Bond shall be increased so that each is in the amount of the Anticipated Contract Value less the Phase 1 Contract Sum. The CM/Contractor shall provide the increased Payment Bond and the increased Performance Bond within ten (10) days of Notice of Intent.

If thereafter the Contract Sum exceeds the Anticipated Contract Value less the Phase 1 Contract Sum, CM/Contractor shall furnish supplemental Payment and Performance Bonds in an amount equal to any increase in the Contract Sum above the Anticipated Contract Value.

11.3.4 CM/Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those interests of persons or firms supplying labor or materials to the Construction Work.

11.3.5 Surety companies used by CM/Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by CM/Contractor.

11.3.7 If CM/Contractor fails to furnish the increased performance and payment bonds required hereunder within 10 days of the University's issuance of the Notice of Intent, University may:

.1 Elect to not exercise its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, as liquidated damages, \$250,000, or

.2 Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the University the difference between the amount of the Option Sum Phase 2 and the larger amount for which University procures the Work, plus liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay, beyond the 10 days for furnishing the increased payment and performance bonds, in awarding a contract for the Construction Work to another contractor, or

.3 Elect to exercise its Option for Phase 2, after the CM/Contractor furnishes the payment and performance bonds, in which case the CM/Contractor shall pay to the University liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay beyond the 10 days for furnishing the increased payment and performance bonds.

7. MODIFICATION OF GENERAL CONDITIONS ARTICLE 15 – MISCELLANEOUS PROVISIONS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a University approved digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature that cannot be positively verified by the University system as an authentic digital signature.

EXHIBITS TABLE OF CONTENTS

Exhibit 1	Certificate Insurance
Exhibit 2	Scope of Work
Exhibit 3	Key Personnel
Exhibit 4	Payment Bond
Exhibit 5	Performance Bond
Exhibit 6	Application for Payment
Exhibit 7	Selection of Retention Options
Exhibit 8	Escrow Agreement for Deposit of Securities in lieu of Retention and Deposit of Retention
Exhibit 9	Submittal Schedule
Exhibit 10	Cost Proposal
Exhibit 11	Field Order
Exhibit 12	Change Order / Contract Amendment
Exhibit 13	Conditional Waiver and Release Upon Progress Payment
Exhibit 14	Conditional Waiver and Release Upon Final Payment
Exhibit 15	Unconditional Waiver and Release Upon Progress Payment
Exhibit 16	Unconditional Waiver and Release Upon Final Payment
Exhibit 17	Master Builder's Risk Program Coverage Summary
Exhibit 18	Bid Package Certification
Exhibit 19	Notice of Intent
Exhibit 20	CM/Contractor Provided General Conditions to Subcontractors
Exhibit 21	Letter of Bid Package Review
Exhibit 22	Bid Protest Procedures
Exhibit 23	Self-Certification – CM/Contractor/Subcontractor
Exhibit 24	CM/Contractor Expanded List of Subcontractors
Exhibit 25	Report of Subcontractor Information
Exhibit 26	Final Distribution of Contract Dollars
Exhibit 27	Value Engineering Program/Process
Exhibit 28	Certificate of Substantial Completion
Exhibit 29	CM/Contractor Claim Certification
Exhibit 30	Subcontractor Claim Certification
Exhibit 31	Guarantee / Warranty Form
Exhibit 32	Request for Information
Exhibit 33	Utility Interruption / Shut Down Request
Exhibit 34	General Permit to Discharge Storm Water
Exhibit 35	Automatic Sprinkler Systems Above Ground Certification
Exhibit 36	Automatic Sprinkler Systems Underground Certification
Exhibit 37	Material Substitution Form
Exhibit 38	Submittal Approval Form
Exhibit 39	Waste Management Plan
Exhibit 40	Waste Management Report
Exhibit 41	Letter of Instruction
Exhibit 42	Daily Report
Exhibit 43	Welding Hot Work Permit
Exhibit 44	Inspections and Testing Request
Exhibit 45	Preliminary Project Schedule
Exhibit 46	Checklist of Labor Law Requirements

Project Description

There are four distinct elements of the project:

1. Mineral King Road will be extended from the existing eastern terminus of the Corp Yard to approximately the limit of the 2020 boundary. The proposed roadway is 24 feet wide approximately 670 linear feet in length which consist of heavy duty asphalt that will terminate with a 45 foot radius cul-de sac. The south side of the roadway will include a 6-inch asphalt concrete dike and the extension of the 10 foot concrete walkway approximately 600 feet terminating at the new shuttle stop. The new shuttle stop turnout is 15 feet wide approximately 90 feet in length. The north side of the roadway will require minimal improvements, minor grading to tie into the existing Corp yard improvements. Catch basins will be installed along with approximately 350 feet of 12-inch plastic pipe to collect the drainage from the proposed Mineral King extension. Lighting will also be installed along the entire length of the roadway spaced approximately 100 feet apart.
2. A new 12-inch water main loop extension approximately 1700 linear feet within the new parking that will be connected to the first phase of the parking lot. The loop will also include 3 fire hydrants.
3. A new paved parking lot extension approximately 2.6 acres of light duty asphalt for 350 stalls. The parking lot will be striped with no concrete curbs or asphalt dike. The eastern edge treatment of redwood header for the future parking lot extension. Lighting for the parking lot will also be installed. The parking lot will be sloped to the south and the drainage will sheet flow across the parking lot into a 5 foot wide cobble swale that will discharge into the existing slope bank. The grading for the parking lot will be a balanced condition.
4. A new gravel parking lot extension approximately 1.7 acres for 460 stalls. An additional 1.6 acres will be rough graded for overflow/staging parking.

The North Bowl Parking Lot Phase 2 project will provide approximately 810 new parking places on a single parcel of land in the new Campus North Neighborhood, which currently is a semi-undeveloped area east of the existing Facilities Services and the campus Central Plant located in the North Campus neighborhood.

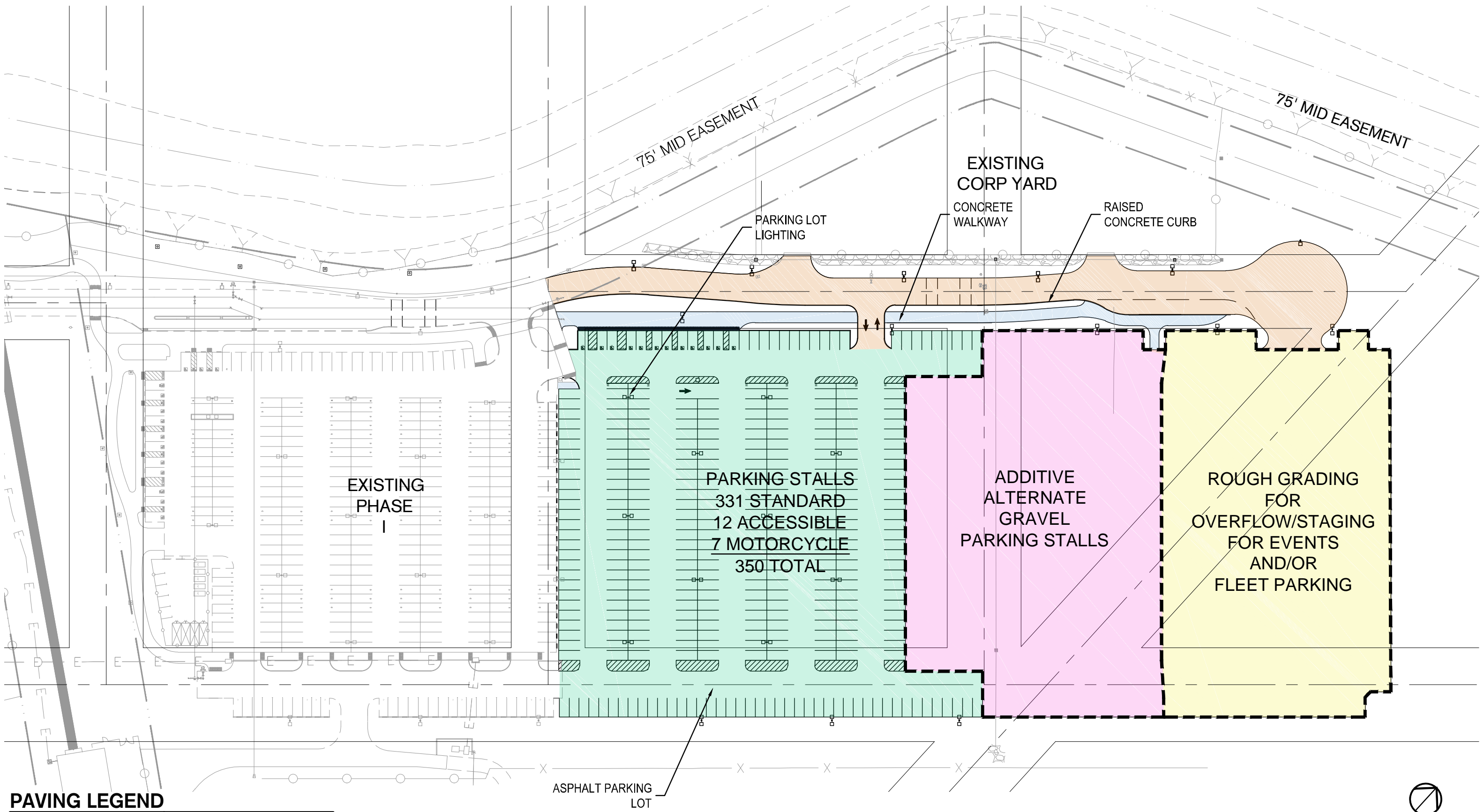
In addition to the list above the improvements will generally include grading; lot surfacing or paving; parking stall marking; site drainage; lighting; mass notification ; parking permit vending; and signage. The parking lots will use a combination of semi-permeable paving surfaces like gravel, which are more sustainable than asphalt paving, and asphalt paving. Facilities Management - Transportation and Parking Services (TAPS) would provide overall parking management and maintenance.

UC Merced campus is committed to sustainability and requires parking lot projects to be designed or accommodate in future phases campus wide "core" LEED credits that are applicable to the nature of the project. Examples range from storm water disposition and water-conserving irrigation, to LED site lighting and low water use drought tolerant planting. The intent of the project is to utilize a combination of paved surfaces and gravel surfaces.

The campus has previously built gravel parking lots, and gravel parking lots with asphalt-paved drive aisles, either of which may also be considered depending on the budget. The project will be designed to accommodate the future installation of photovoltaic panels on overhead structures to help our campus achieve its 2020 goal of zero net energy use and to reduce heat island effect. These panels and structures will be built as a separate project.

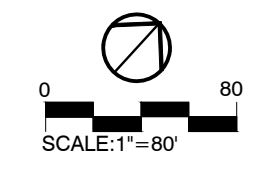
The project currently does not plan to construct the landscaping, however the design will allow for future incorporation of as many shade trees for the lots as are practicable within to reduce heat island effect, as well as to create suitable site edge treatments and sidewalks where needed. Bike racks and additional shuttle stops will also be considered in the design.

The design of the project will be consistent with campus design standards and compatible with the existing surface parking lots on campus. This project will comply with the University of California Policy on Sustainable Practices (2007). As required by UC policy, the project would adopt the principles of energy efficiency and sustainability to the fullest extent possible, consistent with budgetary constraints and regulatory and programmatic requirements.



PAVING LEGEND

- HEAVY DUTY ASPHALT
- LIGHT DUTY ASPHALT
- PEDESTRIAN CONCRETE
- GRAVEL
- ROUGH GRADE



Otto Construction	Robert Ussery	russery@ottoconstruction.com	1717 2nd Street, Sacramento, CA 95811	916-441-6870	Yes
Granite Construction	Jeff Grimm	Jeff.grimm@gcinc.com	2716 Granite Court, Fresno, CA 93706	559-441-5700	Yes
A. Teichert & Son	Daniel Brown	dbrown@teichert.com	265 Val Dervin Parkway, Stockton, CA, 95206	209-9883-2300	Yes
Avison Construction, Inc.	Curtis Short	cshort@avisoninc.com	40434 Brickyard Dr. Madera, CA 93636	559-431-0317	YES

North Bowl Parking Lot 2



121 HERON WAY, SUITE D
MERCED, CA
95340
P. 209-384-7552
F. 209-384-8218

May 20, 2015
Revised June 5, 2015
File No.: 20160548

University of California, Merced
Design + Construction
5200 N. Lake Rd
Merced, California 95343

Attention: Ms. Min Jiang

**SUBJECT: Geotechnical Investigation Letter
North Bowl Parking Lot Phase 2
University of California, Merced
Merced, California**

Dear Ms. Jiang:

As requested, Kleinfelder is please to present this letter for grading and pavement recommendations for the North Bowl Parking Lot Phase 2 project. It should be noted that this letter report was prepared before, and does not include data for, the More Park Parking Structure. The More Park Parking Structure will require additional laboratory testing, analysis, and reporting. The new parking lot will be located east of the existing North Bowl Parking Lot Phase 1. The new parking lot is anticipated to include 600 parking stalls. The natural grade slopes downward from north to south. As such, engineered fill will range from 0 feet at the north end of the parking lot to 6 feet at the southern end.

The western third of the project site is currently occupied by undocumented fill ranging from approximately zero (0) to twelve (12) feet in depth. The fill in this area contains some debris that will need to be removed in order to be used as engineered fill. The middle third is occupied by a temporary parking lot with approximately eight (8) to twelve (12) inches of aggregate base underlain by zero (0) to ten (10) feet of undocumented fill. The eastern third is occupied by approximately zero (0) to twenty (20) of undocumented fill. The fill material in the middle and eastern thirds are generally



121 HERON WAY, SUITE D
MERCED, CA
95340
P. 209-384-7552
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free from debris on the surface. However, any debris that is encountered should be removed before using as engineered fill.

Bulk soil samples were obtained at seven (7) locations on May 11, 2015. The test pits were excavated with a rubber tire backhoe equipped with a 24-inch bucket. The test pits extended to depths ranging from 5 to 10 feet below the existing ground/fill surface. The approximate locations of the test pits are indicated on the Test Pit Location Map, Figure 1. Test pits TP-1 and TP-6 were selected for resistance value (R-value) testing and TP-4 was selected for optimum moisture/maximum density relationship and expansion index testing.

It should be noted that the natural material encountered consisted of sandy lean clay with gravel and cobble, and clayey gravel with cobble. These soils may inhibit the compaction process due to the amount of gravel and cobble in the soil. Where this condition exists, alternate methods may be used to obtain compaction or a firm and unyielding subgrade. Option 1 is removal of the native material and replacement with a suitable material for compaction to a depth of 12 inches. The material should be tested by a representative of the geotechnical engineer prior to importing in order to determine compaction and moisture conditioning criteria. Option 2 is to scarify the gravel and cobble and proof roll with a fully loaded water truck. Compaction tests will not be taken if this option is chosen. A representative of the geotechnical engineer should be on-site for all proof rolling in order to visually approve a firm subgrade.

PAVEMENT DESIGN

General

The subgrade R-value for the on-site soil was evaluated in the laboratory on near surface soil samples taken from test boring TP-1 and TP-6. The laboratory tests were performed in conformance to Caltrans Test Method 301. The soil had measured R-values of less than 5 by exudation. The laboratory maximum density, optimum

moisture, and expansion index was 109.0 pounds per cubic foot, 18.5 percent and 88, respectively. The expansion index indicates the site has a moderate to high expansion potential.

Flexible Pavement

The flexible pavement design recommendations presented are based upon the California Department of Transportation (Caltrans) design procedures. A R-value of 5 and assumed Traffic Index's (T.I.s) of 4.0, 5.0, 6.0 have been chosen for design. The flexible asphalt concrete pavement section associated with the T.I.s is summarized in Table 1.

**TABLE 1
RECOMMENDED MINIMUM PAVEMENT SECTIONS**

Traffic Index	Hot Mix Asphalt (HMA-A)	Aggregate Base (Class 2)
4.0	0.20'	0.60'
5.0	0.20'	0.90'
6.0	0.25'	1.15'

The design criteria assumes a 20-year design period and that normal maintenance (crack sealing, etc.) is performed.

The flexible pavement should conform to, and be placed in accordance with, current Caltrans Standard Specification. The aggregate base (Class 2) should comply with Section 26 of the Caltrans Standard Specifications. The aggregate base should be compacted to a minimum of 95 percent relative compaction as determined by the ASTM D1557 or California Test Method 216/231 (dry method) test procedures. The upper 12 inches of pavement subgrade should be moisture conditioned to at least 3% above optimum and compacted to at least 90%, but not more than 95%, of the maximum density.

Moisture Considerations

The pavement design should consider both the vehicular loading, as well as the environmental factors. The vehicular loading will depend on the amount and type of traffic anticipated for the pavement design life. Environmental factors include the potential for moisture variations beneath the pavement structural section. It is recommended that all pavement areas conform to the following criteria:

- All trench backfill should be properly placed and adequately compacted to provide a stable subgrade.
- Adequate shoulder drainage should be provided to prevent ponding of surface water which could saturate the subgrade soil.
- A periodic maintenance program should be incorporated to include sealing cracks and other measures.
- Any concrete curbs and gutters should extend to the subgrade.

Construction Considerations

During the construction of the North Bowl Parking Lot Phase 1, significant seepage from the Le Grand canal was observed. This seepage started occurring immediately after stripping the site and caused wet soil conditions and construction delays. A drainage system was put in to place to intercept the water during and after construction. This system remains in place and appears to be working well as no seepage has been observed since completion. The drainage system should be extended before the start of construction to help mitigate any seepage from the canal. It should be noted that potential sand seams can vary in length, thickness, and depth. There is a potential for sand seams that run below the drainage system to seep. Seepage could occur even with the drainage system in place and the contractor should be prepared to mitigate the seepage.

In the event unstable (pumping) subgrades are encountered within planned pavement areas, it is recommended a heavy, rubber-tired vehicle (typically a loaded water truck) be used to test the load/deflection characteristics of the finished subgrade materials. It is recommended this vehicle have a minimum rear axle load (at the time of testing) of 16,000 pounds with tires inflated to at least 65-psi pressure. If the tested surface shows

a visible deflection extending more than about 6 inches from the wheel track at the time of loading, or a visible crack remains after loading, corrective measures should be implemented. Such measures could include disking to aerate, chemical treatment, replacement with drier material, or other methods. It is recommended Kleinfelder be retained to assist in developing which method (or methods) would be applicable for this project.

LIMITATIONS

Recommendations contained in this letter are based on the field observations and subsurface explorations, laboratory tests, and present knowledge of the proposed construction. It is possible that soil conditions could vary between or beyond the points explored. If soil conditions are encountered during construction that differ from those described herein, Kleinfelder should be notified immediately in order that a review may be made and any supplemental recommendations provided. If the scope of the proposed construction changes from that described in this letter, the recommendations provided should also be reviewed.

This letter has been prepared in substantial accordance with the generally accepted geotechnical engineering practice, as it exists in the general area at the time of the study. No warranty express or implied, is provided or intended. The recommendations provided in this letter are based on the assumption that Kleinfelder will conduct an adequate program of tests and observations during the construction phase in order to evaluate compliance with the recommendations.

This letter may be used only by University of California, Merced, and their designated representatives and designers and governing regulatory agencies, and only for the purposes stated, within a reasonable time from its issuance, but in no event later than two years (without review) from the date of the letter. Land use, site conditions or other factors may change over time, and additional work may be required with the passage of time. Any other party who wishes to use this letter shall notify Kleinfelder of such intended use. Based on the intended use of the letter, Kleinfelder may require that additional work be performed and that an updated letter be issued. Non-compliance

with any of these requirements by the client or anyone else will release Kleinfelder from any liability resulting from the use of this letter by any unauthorized party.

CLOSURE

Kleinfelder appreciates the opportunity to continue to provide geotechnical engineering services to the University of California, Merced, and their designers. Kleinfelder trusts this information meets your current needs. If there are any questions concerning the information presented in this letter, please contact this office at your convenience.

Respectfully submitted,
KLEINFELDER, INC.



Michael R. Beltran, P.E.
Area Manager



Nathan L. Dahlen, P.E.
Senior Project Engineer

Attachments: Figure 1 – Test Pit Location Map





CERTIFICATE OF LIABILITY INSURANCE

(for non-UCIP Construction Projects and Consultant/Design Contracts)

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> <small>GENL</small> AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <small>Y/N</small> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	PROFESSIONAL LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						

Special Provisions:

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with North Bowl Phase 2, Project No.: 906550.
- The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

CERTIFICATE HOLDER: The Regents of the University of California

Forward to: <i>Design+Construction</i> University of California, <i>Merced</i> 767 E. Yosemite Ave., Suite C Merced, CA 95340	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

EXHIBIT 2
SCOPE OF WORK

GENERAL INFORMATION

The Work shall include all services, labor, material, tools, equipment, excavation, shoring, testing, inspection, commissioning and all necessary General Conditions Work, that is required by or may be reasonably inferred from the Contract Documents to provide Pre-Construction Services and Construction Work for:

There are four distinct elements of the project:

1. Mineral King Road will be extended from the existing eastern terminus of the Corp Yard to approximately the limit of the 2020 boundary. The proposed roadway is 24 feet wide approximately 670 linear feet in length which consist of heavy duty asphalt that will terminate with a 45 foot radius cul-de sac. The south side of the roadway will include a 6-inch asphalt concrete dike and the extension of the 10 foot concrete walkway approximately 600 feet terminating at the new shuttle stop. The new shuttle stop turnout is 15 feet wide approximately 90 feet in length. The north side of the roadway will require minimal improvements, minor grading to tie into the existing Corp yard improvements. Catch basins will be installed along with approximately 350 feet of 12-inch plastic pipe to collect the drainage from the proposed Mineral King extension. Lighting will also be installed along the entire length of the roadway spaced approximately 100 feet apart.
2. A new 12-inch water main loop extension approximately 1700 linear feet within the new parking that will be connected to the first phase of the parking lot. The loop will also include 3 fire hydrants.
3. A new paved parking lot extension approximately 2.6 acres of light duty asphalt for 350 stalls. The parking lot will be striped with no concrete curbs or asphalt dike. The eastern edge treatment of redwood header for the future parking lot extension. Lighting for the parking lot will also be installed. The parking lot will be sloped to the south and the drainage will sheet flow across the parking lot into a 5 foot wide cobble swale that will discharge into the existing slope bank. The grading for the parking lot will be a balanced condition.
4. A new gravel parking lot extension approximately 1.7 acres for 460 stalls. An additional 1.6 acres will be rough graded for overflow/staging parking.

The North Bowl Parking Lot Phase 2 project will provide approximately 810 new parking places on a single parcel of land in the new Campus North Neighborhood, which currently is a semi-undeveloped area east of the existing Facilities Services and the campus Central Plant located in the North Campus neighborhood.

In addition to the list above the improvements will generally include grading; lot surfacing or paving; parking stall marking; site drainage; lighting; mass notification ; parking permit vending; and signage. The parking lots will use a combination of semi-permeable paving surfaces like gravel, which are more sustainable than asphalt paving, and asphalt paving. Facilities Management - Transportation and Parking Services (TAPS) would provide overall parking management and maintenance.

The project currently does not plan to construct the landscaping, however the design will allow for future incorporation of as many shade trees for the lots as are practicable within to reduce heat island effect, as well as to create suitable site edge treatments and sidewalks where needed. Bike racks and additional shuttle stops will also be considered in the design.

The design of the project will be consistent with campus design standards and compatible with the existing surface parking lots on campus. This project will comply with the University of California Policy on Sustainable Practices (2007). As required by UC policy, the project would adopt the principles of energy efficiency and sustainability to the fullest extent possible, consistent with budgetary constraints and regulatory and programmatic requirements.

ARTICLE 1

GENERAL PROVISIONS/SCM/CONTRACTOR GENERAL PROJECT PROVISIONS

1.1.1 Staffing: The CM/Contractor shall provide a full-time Project Manager for the Work with the authority to commit resources of the firm to monitor, manage and administer all phases of the Project activities and to help achieve the completion of all construction. CM/Contractor shall provide all necessary qualified personnel to perform CM/Contractor services under this Contract. If the CM/Contractor's personnel fail to perform to the University's satisfaction, the University may, upon 15 days written notice, require the CM/Contractor to remove such person(s) from the project and replace them with personnel acceptable to the University.

1.1.2 All General Requirements, Division 1 shall be provided by CM/Contractor as part of its CM/Contractor Option Sum, except General Requirements listed in 1.1.2.1. CM/Contractor shall also include as part of its CM/Contractor Option Sum any portion of the General Requirements listed in 1.1.2.1 otherwise specified by either this Exhibit or the CM/Contractor Provided General Conditions to Subcontractors Exhibit.

1.1.2.1 All General Requirements, Division 1, except those General Requirements listed below, shall be provided by CM/Contractor as part of its CM/Contractor Option Sum:

- a. 01 73 29 Cutting, Patching and Matching
- b. 01 73 35 Selective Demolition
- c. 01 77 00 Closeout Procedures, Final Cleaning, and Extra Materials as it pertains to Final Cleaning

1.1.3 The provisions of 1.1.2.1 shall not limit the responsibility of the CM/Contractor to provide the services required to coordinate and manage all General Requirements, Division 1 and the Work, including but not limited to the requirements in Paragraphs 3.15, 3.16 and 3.17. The CM/Contractor shall include in its Option Sum all costs for such services.

1.1.4 Any Work required herein, including but not limited to Work in the CM/Contractor Provided General Conditions to Subcontractors Exhibit 20, shall not be included in a Bid Package.

ARTICLE 2

PHASE 1 – PRE-CONSTRUCTION SERVICES PHASE

2.1 UPON UNIVERSITY’S WRITTEN NOTICE TO PROCEED, CM/Contractor shall commence the services listed in this Article. Phase 1 services may continue into Phase 2 dependent on when the University exercises the Option for Phase 2.

2.2. CM/CONTRACTOR PRE-CONSTRUCTION SERVICES

2.2.1 CM/Contractor shall provide other services that are reasonable and necessary to assist the University in the maintenance of the Project budget and schedule.

2.2.2 CM/Contractor, its officers, agents, employees, Subcontractors, consultants and any persons or entities for whom CM/Contractor is responsible, shall provide all services pursuant to the Contract Documents in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of this Project.

2.2.3 The Pre-construction services shall be provided for a minimum of 2 separate Bid Releases. Bid Release No. 1 is tentatively programmed to include the following scopes of work: soil stabilization, site work, clearing, excavation, grading and underground utilities. Bid Release No. 2 would be the balance of the scopes required to complete the Work. The University, at their discretion, may opt to change the scopes of work within these Bid Releases, or elect to proceed with bidding of all scopes in a single Bid Release. These Bid Releases as identified are not inclusive of the pre-construction services and bidding required for any scope(s) that are pursued under Design Assist procurement.

2.2.4 CM/Contractor shall provide, at a minimum, pre-construction staffing levels per the matrix below. The following minimal personnel will be provided by the CM/Contractor to manage, implement and supervise the Work during Phase 1 – Pre-Construction Services of the Project. If the CM/Contractor needs to provide more than the minimum requirements to complete the Work, the University will not be required to compensate the CM/Contractor for any additional personnel requirements.2.3

Quantity	Title/Function	% Time Pre-Construction
1	Preconstruction Manager	75%
1	Project Estimator	50%
1	Project Manager	20%
1	Superintendent	45%

2.2.5 After bidding is completed, the University will issue a Phase 1 Memorandum of Understanding (Phase 1 MOU) which will record all decisions made during Preconstruction Coordination Meetings, and include all final Preconstruction Deliverables as exhibits. This Phase 1 MOU will serve as record of preconstruction decisions and services to be used as reference throughout Phase 2 – Construction as necessary. CM/Contractor may elect to respond to Phase 1 MOU with additional clarifications or questions until its record is satisfactory to both parties. Prior to issuing Notice to Proceed for Phase 2 – Construction, CM/Contractor will be required to sign an acknowledgement of the Phase 1 MOU.

2.3 PROJECT CONTROL/ESTIMATING

2.3.1 Within fifteen (15) days of the Notice to proceed for Phase 1, the CM/Contractor shall develop and implement integrated management control systems, utilizing both manual and automated procedures (using the University's format and systems as directed) to support such functions as planning, organizing, scheduling, budgeting, reporting progress and expenditures, and identifying and documenting problems and solutions. CM/Contractor shall not implement management control system until the integrated management control system has been reviewed and accepted in writing by the University Representative.

2.3.2 Upon University Design Professional's 25% Schematic Design cost estimate, the CM/Contractor shall prepare a peer review cost estimate. If 25% Schematic Design cost estimate has been prepared prior to CM/Contractor being under contract, then the CM/Contractor shall prepare and submit the peer review cost estimate within fifteen (15) days of Notice to Proceed. CM/Contractor shall meet with the Design Professional to reconcile discrepancies between its estimate and Design Professional's estimate. The estimate shall be based on detailed quantity takeoffs of the design Drawings and Specifications. The CM/Contractor shall obtain University's Representative's written approval of estimate format and structure prior to proceeding with estimate. CM/Contractor shall be the lead role in all estimate reconciliations, with the final reconciled budget issued by the CM/Contractor. The University's intent with CM/Contractor leading the reconciliation effort is to ensure CM/Contractor maintains ownership of construction budget. Upon the following Design Phase Submittals, the CM/Contractor shall prepare and submit for University approval, an independent written Project Construction Cost Estimate followed with reconciled estimates:

Design Phase	Percent Milestone
Schematic Design	100%
Design Development	50%, 100%
Construction Documents	50%, 90%, 100%

2.3.3 CM/Contractor shall prepare a Project Procedures Manual in conjunction with the University and is approved by the University's Representative for all major project activities including, but not limited to: roles and responsibilities; project directories; communication protocols; project tracking forms; general administration processes and monthly reports; budget reporting and control; management of the schedule; design review; value analysis; bidding process; claims avoidance; project documentation and control; and other relevant information. The final draft of the Project Procedures Manual shall be submitted to the University prior to the authorization to proceed with Option Sum Phase 2.

2.3.4 The CM/Contractor shall prepare a comprehensive critical path schedule, Preliminary Contract Schedule, showing all project related construction activities; including sequencing and durations for work tasks of the Subcontractors. The Preliminary Contract Schedule shall be able to be filtered per each Subcontractor to illustrate their planned basic construction sequence and interface with other Subcontractors. The Preliminary Contract Schedule shall identify the proposed Bid Packages the CM/Contractor recommends as appropriate to complete the Work per the Contract Documents and Contract Time. In the preparation of the Preliminary Contract Schedule, the CM/Contractor shall investigate the procurement lead-time required for delivery of time-critical items and incorporate these into the Preliminary Contract Schedule. CM/Contractor shall submit the Preliminary Contract Schedule at 50% Construction Documents Phase, with an updated schedule at 90% Construction Documents Phase.

2.3.5 CM/Contractor shall prepare a detailed work plan identifying all CM/Contractor tasks and Subcontractor tasks required for the completion of the construction Work as provided in this Contract

2.3.6 Within fifteen (15) days of Notice to Proceed for Phase 1, CM/Contractor shall prepare a detailed Preconstruction Phase Schedule, including tasks for each design milestone and anticipated bidding schedule in conjunction with the University and Design Team. CM/Contractor shall submit to the University the Preconstruction Phase Schedule within thirty (30) days of Notice to Proceed for Phase 1. Preconstruction Phase Schedule shall be updated as necessary, with a final Preconstruction Phase Schedule submitted at the start of bid phase. Final Preconstruction Phase Schedule will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.3.7 Within fifteen (15) days of the Notice to Proceed for Phase 1, CM/Contractors shall submit to the University the proposed scheduling system it plans to use for its scheduling effort on the Project. The scheduling software shall be Primavera 6 or equal. Approval for any proposed equal shall be in writing from the University.

2.3.8 CM/Contractor is to perform an initial thorough Value Engineering Analysis aimed at reducing the cost of the work, while maintaining the design intent, design integrity, and functionality. As a minimum, the Value Engineering Analysis will include the detailed review of current drawings, specifications, addenda, proposals for cost saving alternatives, first cost and life cycle analysis, and schedule implications created by Value Engineering Analysis options. The Value Engineering shall be done for each of the Bid Packages. CM/Contractor to provide a list of Value Engineering changes for the Project. At a minimum, this list shall include the following references: location; drawing number and detail number or specification section; trades involved; approximate cost savings; details for proposed changes; and schedule impact. Value Engineering Analysis is to be submitted at each design milestone up through 50% Construction Documents. CM/Contractor is to provide confirmation that all accepted value engineering comments/items were incorporated in 100% Construction Documents, and any subsequent backcheck sets.

2.3.8.1 The CM/Contractor's Pre-Construction Manager, Project Manager, Project Estimator, and Superintendent (if requested) shall be present in Value Engineering Analysis meeting with the University's Representative and the Design Professionals. These meetings will be required until the Value Engineering Analysis options have been finalized and fully incorporated into the Project Documents. CM/Contractor is responsible for maintaining and managing all Value Engineering comments raised during these meetings, regardless of who originated the comment (University, Design Team, etc). Final Value Engineering Analysis submission, with backcheck confirmation, will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4 CM/CONTRACTOR DESIGN COORDINATION SERVICES

CM/Contractor shall review all provided as-built references in the Project documents and confirm that all references are consistent with actual conditions in the field. CM/Contractor is coordinate with the University for access. CM/Contractor to provide a report of conflicts, noting actual conditions in the field. As-Built Conditions Report shall include, at a minimum, photos of actual field conditions, mark-up of Project documents where applicable, and method of tracking each condition to resolution. As-Built Conditions Report shall be submitted during the 100% Design Development constructability review. CM/Contractor's Project Manager and Superintendent (if requested) shall be present in As-Built Conditions Review meetings with the University's Representative and the Design Professionals. These meetings will be required until the as-built conflicts have been finalized and fully incorporated into the Project Documents. CM/Contractor shall track each condition/conflict through to resolution prior to issuance of Bidding Documents.

The University will not be responsible for any cost and/or schedule impacts resulting from any item(s) not resolved prior to the authorization of Option Sum Phase 2. Final As-Built Conditions Report will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.2 At the end of 100% Design Development phase of design, CM/Contractor shall provide a list of recommended alternates, allowances and unit prices for each Bid Package. CM/Contractor shall assist in evaluating proposed add and deduct alternates proposed by the University and Design Professional in order to assist in recommending the most economical and efficient bid results based on the specific alternates. List of recommended allowances will be reviewed and ultimately approved by the University prior to inclusion in Bid Packages. Final List of Allowances will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.3 Prior to bidding and based on projected bid market conditions, CM/Contractor shall recommend in writing to the University's Representative the percentage of bid contingency to carry for each Bid Package in the University's budget. CM/Contractor to submit Bid Contingency Matrix to the University by the 50% Construction Documents design phase independent cost estimate. If Bid Contingency Matrix warrants any revisions due to unforeseen market changes, CM/Contractor is to provide an updated Matrix prior to the issuance of Bidding Documents. Final Bid Contingency Matrix will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.4 CM/Contractor shall schedule and conduct plan check reviews on the Construction Documents. Plan check comments are to be tracked in the Comment Log described in 2.4.7. Plan check is defined as coordination between plan sheets and specifications, review of document completeness, identification of vague or misreferenced drawings and/or specifications, and any other comment that addresses overall cohesiveness of the documents. At the same time the CM/Contractor performs cost estimates as called for by this exhibit, it shall conduct thorough plan check reviews. Its plan check reviews shall determine and identify items that the CM/Contractor feels in its professional opinion could lead to a higher cost of bids for the Bid Packages; and/or change orders resulting from ambiguities, coordination of Design Work for various trades, errors, and/or omissions in the Contract Documents prepared during the Design Work by the Design Professionals.

2.4.5 At the same time the CM/Contractor performs cost estimates as called for by this exhibit, it shall conduct thorough plan check reviews. Its plan check reviews shall determine and identify items that the CM/Contractor feels in its professional opinion could lead to a higher cost of bids for the Bid Packages; and/or change orders resulting from ambiguities, coordination of Design Work for various trades, errors, and/or omissions in the Contract Documents prepared during the Design Work by the Design Professionals. The CM/Contractor shall present its plan check reviews in both a written report to the University's Representative; and meet with both the University's Representative and the Design Professional(s) to present and explain its findings.

2.4.6 CM/Contractor shall schedule and conduct constructability reviews on the Construction Documents and provide input during the design phase. Constructability review comments are to be tracked in the Comment Log described in 2.4.7 below. Constructability review is defined as a thorough investigation and confirmation that prescribed method of construction or building system is the best value for the building, including but not limited to review of details for adequate specificity, confirmation that specified products are available within schedule constraints, and coordination between major trades.

2.4.7 The CM/Contractor shall present its plan check reviews in both a written report, "Comment Log", to the University's Representative; and meet with both the University's Representative and the Design Professional(s) to present and explain its findings. CM/Contractor shall be responsible for ensuring that all comments/concerns raised during its plan check review and the University's plan check review are logged and tracked until resolution of those comments/concerns prior to issuance of Bidding Documents. Comment Log shall maintained by the CM/Contractor throughout all design phases, recording at a minimum: the issue type (plan check or constructability), issue, issue location (drawing number/detail and/or specification section/subparagraph), the issue author, the resolution, resolution location (drawing number/detail and/or specification section/subparagraph), resolution author, and backcheck confirmation. At 100% CD, CM/Contractor is to provide a cost reconciliation of the Comment Log with the documents. If any comments remain unresolved, the CM/Contractor shall determine a cost exposure for each such unresolved comment. This 100% CD Comment Log Reconciliation shall be submitted and approved by the University prior to bidding. Final Comment Log with Reconciliation will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.7.1 CM/Contractor to submit proposed Comment Log format to University for approval within fifteen (15) days of Notice to Proceed for Phase 1. University will not be responsible for any cost and/or schedule impact resulting from any item(s) not resolved prior to the authorization of Option Sum Phase

2.4.8 CM/Contractor is to prepare and develop a site logistics plan in coordination with the University's Representative. The Site Logistics Plan will be fully incorporated into the Project Documents for bidding. CM/Contractor is to submit a draft Site Logistics Plan by 50% Construction Documents design phase, with the final draft submitted by 100% Construction Documents design phase.

2.4.9 CM/Contractor to prepare Preliminary Commissioning Schedule for the Project and submit to the University for review and approval by 100% Construction Documents design phase.

2.4.10 CM/Contractor shall attend weekly meetings with the University and Design Professional (as required) throughout Phase 1 – Pre-Construction in order to coordinate all reviews, tasks and deliverables required throughout this Exhibit. CM/Contractor's Pre-Construction Manager, Project Manager (if requested), Superintendent (if requested) and Project Estimator (if requested) shall be in attendance for each meeting. It is the University's intention to also have the Design Professional attend every other week in order to facilitate coordination and resolution of issues. University will take and distribute meeting minutes for all such coordination meetings.

2. 2.5 CM/CONTRACTOR BID PHASE SERVICES

2.5.1 Unless otherwise provided in General Conditions, CM/Contractor shall perform the services hereunder.

2.5.2 The CM/Contractor shall be responsible, with the assistance of the Design Professional and the University's Representative, for sequencing, assembly, scope definition and preparation of Bid Packages and all cover information for individual packages to assure that all items as indicated in Contract Documents, including coordination of details and Subcontractor required General Conditions Work are included with bid documents. The CM/Contractor shall not create or permit duplication of work between Bid Packages and/or General Conditions through scope descriptions, or by any other means. The CM/Contractor shall analyze the Bid Packages, identify elements of uncertainty or risk prior to the bidding, verify government permits and approvals, endeavor to eliminate conflicts, duplications and omissions and mitigate the University's exposure to bidding error through instructions to bidders.

2.5.2.1 CM/Contractor, with the assistance of the Design Professional and the University's Representative, review Project documents and advise on which, if any, trade package(s) would benefit from utilizing the Design Assist contract delivery method. CM/Contractor is to propose Design Assist trade packages to the University by 100% Design Development design phase, including a proposed timeline of when would be the most beneficial to have the Design Assist

trade(s) under contract. If Design Assist for select trades is approved, CM/Contractor shall be responsible for preparing all Design Assist prequalification material and bidding documents exclusive of drawings and technical specifications in coordination with the University. If CM/Contractor wishes to utilize Best Value method of selecting the Design Assist trade(s), notification must be made to the University prior to preparing the bidding documents. All bidding documents, including Best Value Evaluation Material, are to be approved by the University prior to publication.

2.5.3 The CM/Contractor shall submit pro forma Bidding Documents to University for review and approval. This submittal shall include the CM/Contractor's proposed Instructions to Bidders, Bid Form, and all other proposed Bidding Documents except Drawings and Specifications Divisions 2 and above. CM/Contractor is to utilize University's Bid Form per Exhibit 45. Pro Forma Bidding Documents shall be submitted to the University for review and approval by 100% Construction Documents design phase.

2.5.4 The CM/Contractor shall assemble Bid Packages in a complete, coordinated and most cost-effective manner for the University. CM/Contractor shall obtain all necessary design documents from the Design Professional and with the assistance of the University's Representative, arrange for printing, binding, wrapping and delivery to the bidders, and shall maintain a list of bidders receiving the Bid Documents. The University shall be responsible for all postage, delivery and printing costs; such cost shall be included in the Contract Sum by Change Order if print services are obtained through CM/Contractor. University will be responsible for above identified printing costs for up to one hardcopy set per prequalified bidder, as well as one hardcopy for CM/Contractor.

2.5.5 The CM/Contractor shall review, recommend, develop and estimate allowances, alternates, unit prices and other requirements for inclusion in the Bid Packages. If the CM/Contractor elects to require Subcontractor performance or payment bonds, it may include such item as an alternate that shall not be used as the basis of award. The cost of Subcontractor payment or performance bond, or insurance purchased in lieu thereof, if any, will not be included by University in Contract Amendment(s) for Bid Package(s).

2.5.6 The CM/Contractor shall develop lists of possible bidders to solicit bids for the Bid Package(s), provide pre-bid Subcontractor prequalification criteria, and conduct prequalification of Subcontractors when directed by the University's Representative. The CM/Contractor shall conduct an outreach effort to attract broad interest among qualified bidders. The CM/Contractor shall contact potential bidders to develop a sufficient pool of bidders. The CM/Contractor shall secure the commitment to bid from a minimum of 3 bidders for each Bid Package. CM/Contractor shall bid the Bid Packages as required by the General Conditions, after University's Representative reviews Bid Package and issues Letter of Bid Package Review. Such review will confirm that CM/Contractor has complied with the provisions of this section. CM/Contractor shall make any changes to Bid Packages as directed by University in its sole discretion.

2.5.6.1 Prequalification materials, and the proposed method of evaluating the prequalification materials, are to be submitted to the University by 50% Construction Documents design phase for review and approval prior to issuance. For reference, University's standard subcontractor prequalification is provided under Exhibit 46. CM/Contractor is not required to use University's subcontractor prequalification, however, the sample is indicative of the sort of criteria the University anticipates the CM/Contractor including in their prequalification material. In addition to utilizing CM/Contractor's network of contacts with contractors/subcontractors, CM/Contractor shall also post prequalification materials at the following locations: University's website www.ucmerced.edu/rfprfq; University's ShareFile for all California's Builders Exchanges; and anywhere else the University deems appropriate.

2.5.6.2 CM/Contractor is to maintain a Prequalification Outreach Log recording at a minimum: subcontractor firm; contact person; phone; email; response and any follow up. The Prequalification Outreach Log will also track whether or not each subcontractor submitted a prequalification, and if they were prequalified.

2.5.6.3 Prior to posting the results of the Prequalification phase, CM/Contractor is to provide a summary of the results to the University for review and approval. If it appears the pool of prequalified bidders is not sufficient to meet the minimum of three (3) bidders, the CM/Contractor is responsible for revising the prequalification to the University's satisfaction and re-post until the pool of prequalified bidders is acceptable.

2.5.7 The CM/Contractor shall, as directed by the University's Representative, respond to bid questions during the bid period and at pre-bid conferences, pre-construction conferences and walk-throughs. All bid questions are to be logged and tracked to resolution by CM/Contractor. University shall not be held responsible for any impacts due to unresolved bid questions.

2.5.7.1 The CM/Contractor shall, as directed by the University's Representative, compile and distribute Addenda to the bidding documents. Addenda format is to be per Exhibit 47. University shall review and approve final Addenda package (coversheet, attachments, document updates, etc) prior to publication. CM/Contractor will be required to coordination with Design Professional for any specification/drawing updates required for Addenda.

2.5.8 The CM/Contractor shall evaluate the bids received in detail for technical deficiencies. The CM/Contractor shall analyze the bid results for potential error, review the apparent low bids for responsiveness and compliance with this Contract, and shall recommend award or other action. The CM/Contractor shall determine if potential bidder(s) are not responsive or if bid(s) are non-responsive; CM/Contractor shall provide a debriefing of its decision regarding bidder(s)/bid(s) and provide Bid Package Certification to the University. The CM/Contractor shall notify all bidders of the bid results at the same time CM/Contractor submits Bid Package Certification to University. The CM/Contractor shall review the bid results for such bidding climate issues as bid responsiveness, adequacy in the number of bidders and the spreading or grouping of bid results. CM/Contractor shall make recommendations as to which add or delete alternatives to award.

2.5.9 The CM/Contractor shall record bids received. The CM/Contractor shall prepare spreadsheet analyses comparing the lowest responsible bids with the cost estimate for that Bid Package. CM/Contractor shall submit the spreadsheet analyses and copies of the lowest responsible bids to the University at the time Bid Certification is submitted.

ARTICLE 3

PHASE 2 – CONSTRUCTION PHASE

3.1 GENERAL

3.1.1 The CM/Contractor shall provide all materials, labor, and services required by the Contract Documents to construct the Work for the Contract Sum and within the Contract Time during Phase 2, also described as the Construction Phase. The Contract Sum will be adjusted by Contract Amendment after each Bid Package in Phase 2 has been bid and certified by the CM/Contractor and approved by the University.

3.2 GENERAL CONDITIONS WORK

3.2.1 The CM/Contractor shall provide all items identified in this section and in the CM/Contractor Provided General Conditions to Subcontractors Exhibit in its Option Sum - Phase 2; in addition CM/Contractor shall provide, and include in its Option Sum - Phase 2 all other items required by the Contract Documents and any other General Conditions Work items not included in the CM/Contractor's Base Fee or this section, required to complete the Work.

3.3 ENVIRONMENTAL IMPACT REPORT (EIR)

3.3.1 The following mitigation measures from the EIR are part of the General Conditions Work required of the CM/Contractor

Reference Exhibit 38 for Erosion Control/SWPPP and BMP's, as well as Street Sweeping requirements.

3.3.2 The following items related to the EIR are not part of the General Conditions Work:

Not Applicable

3.4 PERSONNEL

3.4.1. FIELD STAFF

3.4.2. The following Field Personnel shall be provided as a minimum on a full time basis for the Construction Phase duration; unless otherwise noted any additional Field Personnel that the CM/Contractor determines that is necessary to manage, implement, and supervise the Work shall be included in its Option Sum – Phase 2:

Quantity	Title/Function	% Time Personnel Phase 2 Construction
	Project Executive	5%
1	Project Manager	75%
1	Superintendent	100%
1	Assistant Superintendent	100%
1	Project Engineer	100%
1	Safety Coordinator	5%

3.5 OFFICE STAFF

3.5.1 Provide all necessary effort and staff to supplement the Field Personnel listed above. See the General Conditions for Work to be covered as part of CM/Contractor’s Base Fee.

3.5.2 This personnel shall be committed to and continuously retained throughout the project. Substitution or replacement of any named individual can be made only if the personnel is no longer employed by CM/Contractor or is on a medical/disability leave, and requires the written approval of the University and the approval will be at the sole discretion of University. Failure to provide the listed individuals at all times while Work is in progress may be considered a material breach of this Contract, entitling University to terminate the Contract. Alternately, University may issue a Stop Work order until the individual or an acceptable replacement is provided. If, by virtue of issuance of said Stop Work order, Design Builder fails to complete the Contract on time, Prequalified Proposer will be assessed Liquidated Damages in accordance with the Agreement. Acceptance of a replacement individual may be conditioned upon replacement individual's attendance at University training sessions at a cost to CM/Contractor not to exceed \$25,000 as determined by University and payable to the University.

3.6 JOB SITE OFFICE(S)

3.6.1 In addition to those requirements set forth in the Contract, CM/Contractor shall include in its Option Sum – Phase 2 all Field Office expenses, including but not limited to postal costs, office supplies, maintenance of office equipment, office furniture, telephone service and utility service for CM/Contractor facilities, plan reproduction, and office drinking water. In addition the CM/Contractor shall provide as a minimum the following equipment and/or facilities (all additional equipment and/or facilities that the CM/Contractor determines necessary to manage, implement, and supervise the Work shall be included in the its Option Sum – Phase 2). All cost for installing and removing such equipment and/or facilities shall be included in CM/Contractors Option Sum – Phase 2.

Quantity	Equipment/Facility	% Time of Phase 2 Construction
1	Jobsite Trailer	100%
1	Copy Machine/Fax/Intranet	100%
1	Plan Table	100%

Quantity	Equipment/Facility	% Time of Phase 2 Construction
1	Desk and chairs for Staff Personnel	100%
1	Conference Table with chairs	100%
1	Telephone Lines with Voicemail/Email	100%
1	Cellular/Mobile Phones for Field Personnel	100%

3.7 TEMPORARY CONSTRUCTION

3.7.1 Provide all Temporary Construction items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. CM/Contractor Provided General Conditions to Subcontractors shall be included with all Bid Packages to Subcontractors so that all bidding Subcontractors understand what General Conditions Work items are being provided by the CM/Contractor for the benefit of the Project and its Subcontractors.

3.7.2 Project Sign - OFCI. Maintenance of Project Sign by CM/Contractor

3.8 SAFETY

3.8.1 The CM/Contractor shall be responsible for job site safety and shall follow all applicable laws, Specifications, and furnish all items specified in CM/Contractor Provided General Conditions to Subcontractors Exhibit for the duration of the Work for the benefit of the Project and the CM/Contractor's Subcontractors.

3.8.2 Safety signage throughout Project.

3.8.3 Personal protective gear for CM/Contractor's personnel and job site visitors.

3.9 TEMPORARY PROTECTION

3.9.1 Provide all Temporary Protection items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors.

3.10 TEMPORARY UTILITIES

3.10.1 Provide all Temporary Utilities items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Temporary Utilities shall include all labor and materials for hook-up and disconnection, relocation as the Work requires, and utility usage-

3.11 CONSTRUCTION EQUIPMENT

3.11.1 Provide all Construction Equipment items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Construction Equipment shall include all labor and materials for mobilizing and demobilizing, maintaining, storing, rental, usage, operating cost.

3.12 MATERIAL HANDLING & HOISTING

3.12.1 Provide all Material Handling & Hoisting items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit

of the Project and the CM/Contractor's Subcontractors. Material Handling & Hoisting shall include all labor and materials for mobilizing and demobilizing, maintaining, storing, rental, usage, operating cost.

3.13 CLEAN UP

3.13.1 CM/Contractor to be responsible for all clean up. CM/Contractor may transfer some of the continuous clean up responsibilities to its Subcontractors, but the University shall still hold CM/Contractor responsible for continuous clean up in the event it feels the Project is not being maintained in a clean manner or meeting the requirements of the Specifications. All other clean up and items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit such as but not limited to: final clean up, trash and debris disposal, glass cleaning, trash chutes, street cleaning shall be the direct responsibility of the CM/Contractor and not transferred to its Subcontractors.

3.14 SMALL TOOLS

3.14.1 Provide all small tools to required for the portion of Construction Work to be performed by the CM/Contractor and reasonable for CM/Contractor to support the Construction Work associated with the Bid Packages. Small Tools shall be defined as small tools, small equipment, and accessories required in connection with the Work, including, but not limited to, hammers, ladders, ropes, adzes, blocks, brooms, wire brushes, goggles, gloves, raincoats, boots, capes, tarpaulins, bits, chisels, pliers, bolt cutters, picks, hoes, scrapers, shovels, sledges, bars, wheelbarrows, dollies, wrenches, hoses (other than air hoses rented with compressors) and all similar tools. CM/Contractor at all times shall furnish an adequate quantity of all such tools, appliances and equipment required for the Work. Such tools, appliances and equipment shall remain the property of the CM/Contractor following completion of the Work.

3.15 OTHER

3.15.1 The CM/Contractor shall include in its Option Sum - Phase 2 all other costs for labor and materials for items required by the Contract Documents and reasonably expected for the scope of this Project for implementing, supervising, and managing the Work which is not included in CM/Contractor's Base Fee; including, but not limited to warranty, punch list, field personnel, supervision and management of the Work, meetings, inspections, observing the Work, coordinating the Work, scheduling and planning the Work, shop drawing and submittal review/coordination, safety, clean up and other items as described in the applicable Specifications Division 1.

3.16 COORDINATION/MANAGEMENT OF SUBCONTRACTORS AND CONSTRUCTION WORK

3.16.1 The CM/Contractor's control of the Work shall include the immediate direction of the specific means and methods of Subcontractors' activities or forces, or their scheduling of individual work tasks; including that required to create, update or revise the Contract Schedule per the Contract Documents and to assure the project is completed within the Contract Time.

3.16.2 The CM/Contractor's responsibility shall include timely coordination of the Contract Schedule between Subcontractors to resolve and expedite resolutions of any work that may be disputed between Subcontractors.

3.16.3 The CM/Contractor shall determine the adequacy of Subcontractors' personnel, equipment, safety programs and availability of materials and supplies. If these items are determined inadequate, the CM/Contractor shall develop a plan of recovery with the Subcontractor(s) and shall enforce the applicable provisions of the Contract Documents within its authority given by this Contract.

3.16.4 The CM/Contractor shall conduct and record regular Mechanical/Electrical/Plumbing coordination meetings to review Coordination Drawings and other coordination issues with all related Subcontractors.

3.16.5 CM/Contractor shall conduct regular walk-throughs of the project with University management and project personnel, including at least 2 formal reviews by University Facilities Maintenance staff at appropriate comment periods.

3.16.6 CM/Contractor shall coordinate the delivery, storage and inventory of University-supplied materials and equipment to the Subcontractor.

3.16.7 The CM/Contractor shall continuously require and follow up with Subcontractors about their job site maintenance and their conformance in providing a safe work place. CM/Contractor shall enforce all safety-related requirements in the Contract Documents. CM/Contractor shall assure that at all times, access to the site in case of fire or other campus emergency shall be maintained. The CM/Contractor shall monitor security of site for safety and impacts on neighboring facilities adjacent to the site and take immediate action, if required, when non-compliant conditions are discovered.

3.16.8 CM/Contractor shall develop and monitor an overall Safety Program for the Project. The program shall be in compliance with applicable Federal, State and University regulations, Campus Standards and the Contract Documents. The CM/Contractor shall review, monitor and coordinate the implementation of individual Subcontractors' Safety Programs. The CM/Contractor shall confirm that Subcontractors' Safety Programs include, but are not limited to, weekly formal safety tours, weekly Safety Toolbox Meetings (with documented minutes), and daily check of safety of the Project. The CM/Contractor's Project Superintendent, or his/her designated representative, shall be responsible for implementing, controlling and monitoring the CM/Contractor's own Safety Program and reviewing and monitoring the Subcontractors' Safety Programs.

3.16.9 The CM/Contractor shall direct the initial startup and testing of utilities, building, electrical and mechanical systems and equipment. The CM/Contractor shall coordinate Subcontractor's training of University's facilities maintenance and other personnel in conjunction with the University's Representative. The CM/Contractor shall videotape the Subcontractors' training sessions for future reference and provide a copy of the videotape to University with other project closeout documents.

3.16.10 CM/Contractor's responsibility shall include the management and coordination of the Commissioning process for the Project. CM/Contractor to develop a detailed Commissioning Schedule for University review submitted ninety (90) days after Notice to Proceed for Phase 2 – Construction. Once approved, CM/Contractor shall insert detailed Commissioning Schedule into the Baseline Project Schedule. Commissioning Schedule is to be maintained and updated, with progress reports on Commissioning progress/status issued with the Monthly Schedule Update Report as described in specification section 01 31 45 Contract Schedules.

3.17 PROJECT/CONTRACT ADMINISTRATION

3.17.1 The CM/Contractor shall, through University's Representative, or as directed by University's Representative, coordinate its efforts between Subcontractors and Design Professional to clarify interpretation of drawings and specifications; work with Design Professional on the interpretation of plans and specifications; review all requests for clarification and appropriateness prior to forwarding to Design Professionals.

3.17.2 The CM/Contractor shall, through University's Representative, or as directed by University's Representative, coordinate and administer the shop drawing review and approval process and advise Design Professionals of any unusual site conditions or Contract Document requirements affecting shop drawing approvals; and review submittals for format, compliance and general completeness prior to forwarding to Design Professional for review. The CM/Contractor's Contract Schedule shall establish submittal schedules that allow sufficient time for review and interpretation. The CM/Contractor shall verify and document that the shop drawing process is adhering to the submittal schedule.

3.17.3 CM/Contractor's responsibility shall include the management and coordination of preparing complete Operations & Maintenance Manuals to the University.

EXHIBIT 3

KEY PERSONNEL SCHEDULE

The following personnel have been committed to the Project by the CM/Contractor for the minimum level of effort and contract phases indicated:

The listed individuals have been reviewed by the undersigned on behalf of the named Bidder. Bidder hereby agrees that these individuals will be provided pursuant to the provisions of the contract, if awarded to Bidder, and that such contract will include this exhibit as completed above.

Quantity	Title/Function	Name	% Time Phase 1 Preconstruction	% Time Phase 2 Construction
1	Project Manager		50%	50%
1	Superintendent		30%	100%
1	Project Engineer		0	100%
1	Preconstruction Manager		75%	0%

Name and Title

Date

Bidder

Bond No.: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to

_____ as Principal a contract dated the ___ day of _____, 2016, (the "Contract") for the work described as follows:

**NORTH BOWL PARKING PHASE 2
UNIVERSITY OF CALIFORNIA MERCED CAMPUS
MERCED COUNTY, MERCED CALIFORNIA**

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and

_____ as Surety, are held and firmly bound unto The Regents in the sum of

_____ dollars (\$ _____), for which payment 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 THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in State of California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the other.

In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2016

Principal: _____ (Name of Firm)

By: _____ (Signature)

(Printed Name)

Title: _____

Surety: _____
(Name of Firm)

By: _____ (Signature)

(Printed Name)

Title: _____

Address for Notices:

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

EXHIBIT 5

Bond No.: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to _____ as Principal, a contract dated the _____ day of _____, 2016 (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

**NORTH BOWL PARKING PHASE 2
UNIVERSITY OF CALIFORNIA MERCED CAMPUS
MERCED COUNTY, MERCED CALIFORNIA**

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto The Regents in the sum of \$ _____, to be paid to The Regents or its successors and assigns; for which payment, 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 THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by The Regents, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless The Regents as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by The Regents to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly:

- 1. Undertake through its agents or independent contractors, reasonably acceptable to The Regents, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, or, at Surety's election, or, if required by The Regents.

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by The Regents of the lowest responsible bidder, arrange for a contract between such bidder and The Regents and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by The Regents to the Principal under the Contract and any amendments thereto, less the amount paid by The Regents to Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than The Regents or its successors or assigns.

Surety may join in any arbitration proceedings brought under the Contract and shall be bound by any arbitration award.

In the event suit is brought upon this bond by The Regents, Surety shall pay reasonable attorney's fees and costs incurred by The Regents in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

NOTE: Notary acknowledgement for individual signing above on behalf of Surety is required. Surety's Power of Attorney must also be attached with Notary Acknowledgement of Signature on Power of Attorney

EXHIBIT 6

APPLICATION FOR PAYMENT

Number: _____ Period to: _____

TO UNIVERSITY: , UNIVERSITY OF CALIFORNIA,

AND UNIVERSITY'S REPRESENTATIVE: _____

FROM CM/CONTRACTOR: _____

ADDRESS: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

FACILITY: _____

CONTRACT DATE (Agreement Date): _____

APPLICATION DATE: _____

CHANGE ORDER/CONTRACT
AMENDMENT SUMMARY:

	<u>Additions</u>	<u>Deductions</u>
Total:	_____	_____

Change Orders/Contract Amendments
approved in previous months:

Number:	Date Approved:		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	Total:	_____

NET CHANGE BY CHANGE ORDERS/CONTRACT AMENDMENTS:

Application is made for payment under the Contract as shown below and in Schedule 1 attached hereto:

1. ORIGINAL CONTRACT SUM		\$	<hr/>
2. NET CHANGE BY CHANGE ORDERS/CONTRACT AMENDMENTS		\$	<hr/>
3. CONTRACT SUM TO DATE (Line 1 + Line 2)		\$	<hr/>
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)		\$	<hr/>
5. RETENTION: 5% of Completed Work (Column H on Schedule 1)*		\$	<hr/>
a. Current Value of Securities Deposited in Escrow	\$		<hr/>
b. Current Value of Retention Deposited in Escrow	\$		<hr/>
c. Retention Held by University	\$		<hr/>
Current Retention Value (a + b + c)	\$		<hr/>
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5)		\$	<hr/>
7. TOTAL AMOUNT PREVIOUSLY PAID		\$	<hr/>
8. CURRENT PAYMENT DUE (Line 6 less Line 7)		\$	<hr/>
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)		\$	<hr/>

*Pursuant to Article 9.2.2 of the General Conditions.

The undersigned CM/Contractor hereby represents and warrants to University that all Work, for which Certificates For Payment have previously been issued and payment received from University, is free and clear of all claims, stop notices, security interests, and encumbrances in favor of CM/Contractor, any Subcontractor, and any other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the Work.

The following Schedules are attached and incorporated herein, and made a part of this Application For Payment:

- Schedule 1 Cost Breakdown Schedule
- Schedule 2 Certification of Current Market Value of Securities in Escrow in Lieu of Retention
- Schedule 3 List of Subcontractors (if required)
- Schedule 4 Declaration of Releases of Claims (if required)

 (CM/Contractor)

 (Name)

 (Title)

DECLARATION

I, _____, hereby declare that I am the _____ of CM/Contractor submitting this Application For Payment; that I am duly authorized to execute and deliver this Application For Payment on behalf of CM/Contractor; and that all information set forth in this Application For Payment and all Schedules attached hereto are true, accurate, and complete as of its date.

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

_____, _____, State of _____ on _____, 20____.

 (Signature)

 (Print Name)

NORTH BOWL PARKING PHASE 2

PROJECT NO.: 906550

PROJECT NAME: _____ APPLICATION NUMBER: _____
 PROJECT NUMBER: _____ APPLICATION DATE: _____
 FACILITY: _____ PERIOD TO: _____
 CONTRACT DATE: _____ CM/CONTRACTOR: _____

SCHEDULE 1 TO
APPLICATION FOR PAYMENT

COST BREAKDOWN

A	B	C	D	E	F	G	H
ITEM NO.	DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM	SCHEDULED VALUE	% COMPLETE TO DATE	TOTAL AMOUNT COMPLETED TO DATE (C x D)	TOTAL AMOUNT COMPLETED ON PRIOR APPLICATION FOR PAYMENT	AMOUNT OF THIS APPLICATION (E - F)	RETENTION (5% x E)

PROJECT NAME: _____
 CM/CONTRACTOR: _____
 PROJECT NUMBER: _____
 APPLICATION NUMBER: _____

SCHEDULE 2
 TO
APPLICATION FOR PAYMENT

CERTIFICATION OF CURRENT MARKET VALUE
 OF SECURITIES IN ESCROW IN LIEU OF RETENTION

As of _____, _____ (not earlier than 5 days prior to the date of the Application For Payment of which this certification is a part), the aggregate market value of securities on deposit in Escrow

Account No. _____ with _____
 (Escrow Agent)

is _____ Dollars (\$_____).

 (Escrow Agent)

 (CM/Contractor)

By: _____
 (Name)

By: _____
 (Name)

 (Title)

 (Title)

Date: _____

Date: _____

NOTE: Notary acknowledgment for CM/Contractor and Escrow Agent must be attached.

PROJECT NAME: _____
 CM/CONTRACTOR: _____
 PROJECT NUMBER: _____
 APPLICATION NUMBER: _____

SCHEDULE 3
 TO
APPLICATION FOR PAYMENT
LIST OF SUBCONTRACTORS

Subcontractors listed below are all Subcontractors furnishing labor, services, or materials for the period referred to in the Application For Payment referenced above, of which this Schedule 3 is a part:

Design Package	Bid Package	Name of Subcontractor	Subcontracted Work Activity	Date Work Activity Completed

 (CM/Contractor)

 (Name)

 (Title)

PROJECT NAME: _____
 CM/CONTRACTOR: _____
 PROJECT NUMBER: _____
 APPLICATION NUMBER: _____

SCHEDULE 4
 TO
APPLICATION FOR PAYMENT
DECLARATION OF RELEASE OF CLAIMS

CM/Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate For Payment dated _____, 20_____, except those listed below:

 (CM/Contractor)

 (Name)

 (Title)

EXHIBIT 7
SELECTION OF RETENTION OPTIONS

I (we): _____
(CM/Contractor)

SELECTION OPTION 1 Check here for Option 1
University will withhold retention _____

OR SELECTION OPTION 2 Check here for Option 2

herewith elect to substitute securities in the form of:

(Type of security)

in lieu of retention being withheld by University for the above-referenced project.

OR SELECT OPTION 3 Check here for Option 3

herewith elect to have retention on the above-referenced project paid directly into the Escrow Account.

(Type of Security to be purchased)

An Escrow Account will be opened with**:

(Name of state or federally chartered bank in California)

whose address is:

(Street)

(City, County)

(State, Zip Code)

On Behalf of CM/Contractor*

On Behalf of University Acknowledged and Approved

(Name)

(Name)

(Title)

(Title)

*Signature shall be by the authorized party who signs the Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention ("Escrow Agreement").

**Note: CM/Contractor and its surety bear the risk of failure of the bank selected.

Note: If a completed and signed Escrow Agreement is not submitted with this form, University will not allow deposit of securities in lieu of retention.

EXHIBIT 8

RETURN THIS AGREEMENT SIGNED BY CM/CONTRACTOR AND ESCROW AGENT TO:
DESIGN+CONSTRUCTION, UNIVERSITY OF CALIFORNIA, MERCED, 5200 N. LAKE RD,
MERCED, CA 95340

Escrow Account No.: _____

**ESCROW AGREEMENT FOR
DEPOSIT OF SECURITIES IN LIEU OF RETENTION
AND
DEPOSIT OF RETENTION**

This Escrow Agreement is made as of _____, _____, and entered into by
and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called
"University," and

_____,
whose address is _____,

hereinafter called "CM/Contractor," and _____,

a state or federally chartered bank in the state of California, whose address is:

_____,
hereinafter called "Escrow Agent."

For consideration hereinafter set forth, University, CM/Contractor, and Escrow Agent agree
as follows:

(1) CM/Contractor has the option to deposit securities with Escrow Agent as a substitute
for retention required to be withheld by University pursuant to the Contract Documents,
hereinafter referred to as "Contract," entered into between University and CM/Contractor for the
Project titled **North Bowl Parking Phase 2, Project Number 906550** in the amount of \$_____
_____, dated _____. Alternatively, on written request of CM/Contractor,
University shall deposit retention directly with Escrow Agent. CM/Contractor and its surety shall
be at risk of failure of the Escrow Agent selected. When CM/Contractor deposits the securities as
a substitute for retention, Escrow Agent shall notify University within 5 days after the deposit. At
all times, CM/Contractor shall have on deposit securities the market value of which is at least
equal to the cash amount then required to be withheld as retention under the terms of the
Contract. Securities shall be held in the name of The Regents of the University of California,
Merced Campus; and CM/Contractor shall be designated as the beneficial owner.

(2) Escrow Agent shall review the market value of securities deposited in escrow under
this Escrow Agreement as often as conditions of the securities market warrant, but in no case
less than once per month. Escrow Agent shall promptly notify University and CM/Contractor of
the market value of the deposited securities if such market value is less than the total amount of
retention required to be withheld under the terms of the Contract. CM/Contractor shall promptly
deposit additional securities so that the current market value of the total of all deposited securities
shall be at least equal to the total required amount of retention. Escrow Agent shall, within 5 days
after University's request, provide a statement to University of the current market value of all
securities deposited under this Escrow Agreement as of a date not earlier than 5 days prior to
such request. The provisions of this Paragraph 2 shall not apply to securities consisting of
monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the

bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and CM/Contractor.

(3) CM/Contractor shall not use any or all of the securities deposited in lieu of retention under this Escrow Agreement for any other obligations, including deposits in lieu of retention for other contracts. CM/Contractor represents, covenants and warrants that all deposited securities shall be lien free when tendered to the Escrow Agents and shall remain lien free during their retention by the Escrow Agent.

(4) University shall make progress payments to CM/Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provision, provided that Escrow Agent holds securities in the form and amount specified herein.

(5) Prior to CM/Contractor's submission of each Application For Payment, Escrow Agent shall issue a current statement of (a) the value of the securities currently being deposited in lieu of retention and (b) the current value of all securities being held in escrow pursuant to this Escrow Agreement. Such statement shall be no more than 5 days old at the time of submission, shall be notarized or have a guarantee of signature, and shall be submitted to CM/Contractor with a copy to University under separate cover. CM/Contractor shall attach such original statement to each Application For Payment. The provisions of this Paragraph 5 shall not apply to securities consisting of monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and CM/Contractor.

(6) If, at the request of CM/Contractor, University deposits retention directly with Escrow Agent, Escrow Agent shall hold such retention for the benefit of CM/Contractor until such time as the escrow created under the Contract is terminated. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when University deposits retention directly with Escrow Agent.

(7) University will allow CM/Contractor to deposit the following securities in lieu of retention and direct the investment of the retention deposits into any of the following which at the time of payment are legal investments under the laws of the State of California:

- a. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America or any Federal Reserve Bank), or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, or tax-exempt obligations which are rated in the highest rating category of a nationally recognized bond rating agency.
- b. Obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Federal Farm Credits, Government National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation, or Federal Housing Administration.
- c. Bonds of the State of California or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- d. Interest-bearing bankers acceptances and demand or time deposits (including certificates of deposit) in banks, provided such deposits are either (1) secured at all times, in the manner and to the extent provided by law, by collateral security described in clauses a or b of this Paragraph 7 continuously having a market value at least equal to the amount so invested so long as such underlying obligations or securities are in the possession of the Securities Investors

Protection Corporation, (2) in banks having a combined capital and surplus of at least One Hundred Million Dollars, or (3) fully insured by the Federal Deposit Insurance Corporation.

- e. Taxable government money market portfolios restricted to obligations with maturities of one (1) year or less, issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States of America.
- f. Commercial paper rated in the highest rating category of a nationally recognized rating agency, and issued by corporations organized and operating within the United States of America and having total assets in excess of Five Hundred Million Dollars.

(8) CM/Contractor shall be responsible for paying all fees, costs, and expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by CM/Contractor and Escrow Agent. All fees, costs, and expenses of this Escrow Agreement, and any transactions carried out hereunder shall be billed by Escrow Agent to CM/Contractor. In the event that any fees, costs, or expenses shall remain unpaid in excess of 30 days from the date due, Escrow Agent may withhold such unpaid amount from any income distributable to CM/Contractor, but shall not withhold such unpaid amount from any income distributable to University.

(9) Interest earned on the securities or the money market accounts held in escrow and all interest earned on the interest shall be for the sole account of CM/Contractor and shall be held in escrow. Interest may be withdrawn by CM/Contractor from time to time, without notice to University, only to the extent that the total amount held in escrow meets or exceeds the required amount of retention.

(10) Except as provided in Paragraph 9, CM/Contractor shall have the right to withdraw all or any part of the escrow account only by written notice to Escrow Agent accompanied by written authorization from University to Escrow Agent stating that University consents to the withdrawal of the amount sought to be withdrawn by CM/Contractor. University shall not be obligated to consent to any withdrawal to the extent of stop notice claims which cannot be satisfied from other funds then due and payable to CM/Contractor.

(11) University shall have the right to draw upon the securities, any interest earned on the securities, and any interest earned on the interest in the event of default by CM/Contractor. Upon 7 days written notice to Escrow Agent from University, with a copy to CM/Contractor, Escrow Agent shall immediately convert the securities, any interest earned on the securities, and all interest earned on the interest to cash and shall distribute the cash as instructed by University. Escrow Agent shall have no duty to determine whether a default has occurred and may rely solely upon the written notice of such default from University.

(12) Upon receipt of written notification from University certifying that final payment is due under the Contract, Escrow Agent shall release to CM/Contractor the amount, if any, by which the value of all securities and interest on deposit less escrow fees and charges of the escrow account exceeds 125% of all stop notice claims on file. Escrow Agent shall pay the remaining amount to University or as directed by University. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payment of fees and charges.

(13) Escrow Agent shall rely upon the written notifications from University and CM/Contractor pursuant to this Escrow Agreement; and University and CM/Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion, and disbursement of the securities and interest as set forth herein.

(14) Escrow Agent shall have the right to terminate this Escrow Agreement upon 30 days notice to all parties hereunder. Upon receipt of such notice, University and CM/Contractor shall appoint a successor Escrow Agent in writing and deliver written notice of such appointment to

Escrow Agent. Thereupon, Escrow Agent shall deliver all assets in its custody to such successor Escrow Agent and all responsibility of Escrow Agent under this Escrow Agreement shall terminate; provided, however, if CM/Contractor and University fail to appoint a successor Escrow Agent on or before the end of the 30 day notice period, then Escrow Agent is authorized and instructed to return all assets, documents, and other items in its custody to University and this Escrow Agreement shall be terminated without further instruction.

(15) The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement; provided, however, that, with Escrow Agent's written consent, the duties and responsibilities in this Escrow Agreement may be amended at any time or times by an instrument in writing signed by all parties.

(16) Whenever CM/Contractor tenders securities to be deposited in lieu of retention, an authorized representative of the CM/Contractor shall declare under penalty of perjury that the securities are lien free and shall remain lien free during their retention by the Escrow Agent. The declaration shall be in the following form:

"The undersigned, on behalf of _____ (Name of the CM/Contractor) whose address is _____ represents, covenants and warrants that the securities tendered herewith are lien free and shall remain lien free during their retention by the Escrow Agent.

I, _____, (Name) hereby declare that I am the _____ (Title) of _____, (Name of the CM/Contractor) that I am duly authorized to make this representation, and that I declare under perjury under the laws of the State of California that the foregoing is true and correct."

(Signature)

(Date)

(17) The names of the persons authorized to give written notice or to receive written notice on behalf of University and on behalf of CM/Contractor in connection with this Escrow Agreement, and exemplars of their respective signatures, are as set forth below. Such names may be changed by written notice to the other parties.

On behalf of University:

On behalf of CM/Contractor:

1. _____

1. _____

(Name)

(Name)

(Signature)

(Signature)

(Telephone Number)

(Telephone Number)

2. _____

2. _____

(Name)

(Name)

(Signature)

(Signature)

(Telephone Number)

(Telephone Number)

CM/Contractor, Escrow Agent, and University hereby agree to the covenants contained herein.

IN WITNESS WHEREOF, CM/Contractor, Escrow Agent, and University have executed this Escrow Agreement, the day and year first written above.

University:

CM/Contractor:

By

By

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Telephone Number)

(Telephone Number)

By

By

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Telephone Number)

(Telephone Number)

Escrow Agent:

By:

(Signature)

(Printed Name)

(Title)

(Telephone Number)

EXHIBIT 9

SUBMITTAL SCHEDULE

Project Name: _____

Project Number: _____

Facility: _____

Contract Date: _____

Subcontractor: _____

Specification Section: _____

Work Activity: _____

Event	Scheduled Completion Date	Actual Completion Date	Calendar Days Required to Complete
1. Received by CM/Contractor and Time for Checking			
2. First Delivered to University's Representative and Time for Checking			
3. Return to CM/Contractor			
4. Corrections Completed and Time for Corrections			
5. Next Delivered to University's Representative and Time for Checking			
6. Return to CM/Contractor			
7. Approval for Job Information			
8. Approval for Fabrication and Time for Fabrication			
9. Fabrication Completed			
10. Shipping Date and Time Enroute			
11. Delivery to Job			

COST PROPOSAL

Date: _____

Change Order Request No.: _____

Scope of Change: _____

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary," (f) the attached form titled "Cost Breakdown for Supporting Documentation," and (g) the attached form titled "Labor Breakdown for Supporting Documentation." Items (f) and (g) listed above are optional and shall be completed as instructed.
2. Attach the forms titled "Supporting Documentation for the Cost Proposal Summary", "Cost Breakdown for Supporting Documentation," and "Labor Breakdown for Supporting Documentation", for CM/Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by CM/Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The CM/Contractor Fee shall be computed on the Cost of Extra Work of CM/Contractor if the Contract Sum exceeds the maximum anticipated contract value and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Article 7.3 of the General Conditions for the method of computing the CM/Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule): _____
(Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total from line 18, col. 4 of Cost Proposal Summary): \$ _____

Refer to Article 7 of the General Conditions.

Submitted: _____
(CM/Contractor)

Received: _____
(University's Representative)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

COST PROPOSAL SUMMARY

Change Order Request No.: _____

CM/Contractor Name: _____

University of California, Merced

		(1)	(2)	(3)	(4)
		Contractor	1st Tier Subs	2nd & Lower Tier Subs	Total
ACTUAL COSTS	1. Straight Time Wages/Salaries - Labor				
	2. Fringe Benefits and Payroll Taxes - Labor				
	3. Overtime Wages/Salaries - Labor				
	4. Fringe Benefits and Payroll Taxes - Overtime				
	5. Materials and Consumable Items				
	6. Sales Taxes (On line 5)				
	7. Rental Charges				
	8. Royalties				
	9. Permits				
	10. Total Direct Expense (Sum of lines 1-9)				
	11. Insurance & Bonds (up to 2% of line 10)				
CM/CONTRACTOR FEE	12. Sub-Sub (15% of line 10; col. 3)				
	13. Subcontractor (5% of line 10; col. 3)				
	14. Subcontractor (15% of line 10; col. 2)				
	15. CM/Contractor (5% of line 10; col. 2 & 3)				
	16. CM/ Contractor (15% of line 10; col. 1)				
	17. CM/Contractor Fee (Sum of lines 12-16)				
TOTAL	18. Sum of lines 10, 11, & 17				

Actual Costs are taken from line 12 of the attached forms titled, "Supporting Documentation For the Cost Proposal Summary" for CM/Contractor and each Subcontractor involved in the Extra Work.

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

CM/Contractor/Subcontractor Name: _____

Change Order Request No.: _____

Work Activity: _____

University of California, {Facility Name}

COST ITEM	DESCRIPTION	COST ⁽¹⁾
	1. Straight Time Wages/Salaries -- Labor	
	2. Fringe Benefits and Payroll Taxes -- Labor: % of line 1	
	3. Overtime Wages/Salaries - Labor (Attach University Representative's written authorization)	
ACTUAL	4. Fringe Benefits and Payroll Taxes -- Overtime: % of line 3	
COSTS	5. Materials and Consumable items	
	6. Sales Taxes: % of line 5	
	7. Rental Charges (attach CalTrans' Schedule)	
	8. Royalties	
	9. Permits	
	10. Total Direct Expense -- sum of lines 1-9	
	11. Insurance and Bonds % of line 10 (up to 2% of line 10)	
TOTAL	12. Sum of lines 10 and 11	

(Company Name)

(CM/Contractor's Company Name)

(Signature) ⁽²⁾

(Signature) ⁽³⁾

(Title)

(Title)

(Date)

(Date)

- Notes:
- (1) Round off all costs to the nearest dollar.
 - (2) This form shall be prepared and signed by CM/Contractor or Subcontractor actually performing the Work activity indicated above.
 - (3) If this form is signed by a Subcontractor, it shall be reviewed and signed by CM/Contractor certifying the accuracy of the information.

This form is optional. If used coordinate with optional (Grey highlighted) text of the Cost Proposal

LABOR RATE BREAKDOWN for SUPPORTING DOCUMENTATION

CM/CONTRACTOR/SUBCONTRACTOR _____ Date: _____

(1)\$ _____ BASIC HOURLY RATE for _____ CRAFT

- _____ Prevailing Wage Employer Payments
- _____ HEALTH AND WELFARE
- _____ PENSION
- _____ VACATION/HOLIDAY
- _____ TRAINING

(2)\$ _____ Subtotal - Employer Payments

- _____ Labor Burden paid by Employer
- _____ WORKERS COMP INSURANCE
- _____ STATE UNEMPLOYMENT (SUI)
- _____ FED UNEMPLOYMENT (FUI)
- _____ SOCIAL SECURITY (FICA)
- _____ MEDICARE (FMI)

(3)\$ _____ Subtotal - Burden

\$ _____ TOTAL LINES 1 +2 +3

I certify the above information is true and correct

Signed: _____

EXHIBIT 11

FIELD ORDER

University of California Facility: Merced

FIELD ORDER NO. _____

Project Name: _____

Project Number: _____ Contract Date: _____

To
CM/Contractor: _____

Address: _____

DESCRIPTION OF WORK:

Estimated Adjustment
of Contract Sum: _____

Estimated Adjustment
of Contract Time: _____

(University's Representative)

By: _____
(Signature)

(Title)

Date: _____

(University Project Manager)

(Signature)

(Title)

Date: _____

(CM/Contractor)

(Signature)

(Title)

Date: _____

NOTE: If the Work described above constitutes a change, this Field Order will be superseded by a Change Order that will include the scope of the change in the Work and any actual adjustments of the Contract Sum and the Contract Time. Field Order shall only be used for Work currently under contract; and shall not be used to modify Option Sum or Option Time.

EXHIBIT 12

CHANGE ORDER/CONTRACT AMENDMENT

University of California Facility: _____

CHANGE ORDER /CONTRACT AMENDMENT NO. ____

Reference Field Order No. _____

Project Name: _____

Project Number: _____ Contract Date _____

To CM/Contractor: _____

Address: _____

DESCRIPTION OF CONTRACT AMENDMENT

University hereby exercises its Option for Phase 2.

University hereby incorporates the Work of Bid Package Number ____ into the Contract.

DESCRIPTION OF CHANGE:

1.0 Change Order Adjustment

ADJUSTMENT OF CONTRACT SUM

ADJUSTMENT OF CONTRACT TIME

Original Contract Sum: _____

Original Contract Time: _____ (Days)

Prior Adjustments: _____

Prior Adjustments: _____ (Days)

Contract Sum Prior to this Change: _____

Contract Time Prior to this Change: _____ (Days)

Adjustment for this Change: _____

Adjustment for this Change: _____ (Days)

Revised Contract Sum: _____

Revised Contract Time: _____ (Days)

1.2

ADJUSTMENT OF OPTION SUM-PHASE 2

ADJUSTMENT OF OPTION TIME – PHASE 2

Original Option Sum Phase 2: _____

Original Option Time Phase 2: _____ (Days)

Prior Adjustments: _____

Prior Adjustments: _____ (Days)

Option Sum Prior to this Change: _____

Option Time Prior to this Change: _____ (Days)

Adjustment for this Change: _____

Adjustment for this Change: _____ (Days)

Revised Option Sum Phase 2 : _____

Revised Option Time Phase 2: _____ (Days)

2.0 Contract Amendment - Exercise of Option for Phase 2

ADJUSTMENT OF CONTRACT SUM

ADJUSTMENT OF CONTRACT TIME

Original Contract Sum: _____

Original Contract Time: _____ (Days)

Prior Adjustments by
Change Order (if
applicable): _____

Prior Adjustments by
Change Order (if
applicable): _____ (Days)

Contract Sum Prior to
this Amendment: _____

Contract Time Prior to this
Amendment: _____ (Days)

Current Option Sum –
Phase 2: _____

Current Option Time -
Phase 2: _____ (Days)

Revised Contract Sum: _____

Revised Contract Time: _____ (Days)

3.0 Contract Amendment – Incorporation of Bid Package

ADJUSTMENT OF CONTRACT SUM

Current Contract Sum Prior
to this Amendment: _____

Adjustment for this
Amendment: _____

Revised Contract Sum: _____

4.0 Current Contract Status Summary (Inclusive of Adjustments Above)

Contract Sum _____

Contract Time _____

Option Sum _____

Option Time _____

5.0 CM/Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work. (Applicable only if signed by CM/Contractor.)

Recommended:
Contract Amendment)

Accepted: (Signature not required if this is a

By: _____
(Signature of University's Representative)

By: _____
(CM/Contractor Signature)

(Printed Name)

(Printed CM/Contractor Name)

Date: _____

Date _____

Reviewed and Recommended

By: _____
(Signature of University's Designated Administrator)

(Printed Name)

Date: _____

Funds Sufficient:

By: _____
(Signature from University's Accounting Office)

(Printed Name)

Date: _____

Approved:

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
(Printed Name)

(Signature)

(Title)

Date: _____

**CONDITIONAL WAIVER AND
RELEASE ON PROGRESS PAYMENT**

Exhibit 13

Notice:

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**
Exhibit 14

NOTICE:

THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following: Disputed claims for extras in the amount of:
\$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

**UNCONDITIONAL WAIVER AND
RELEASE ON PROGRESS PAYMENT**
Exhibit 15

NOTICE TO CLAIMANT:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

**UNCONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**
Exhibit 16

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following: Disputed claims for extras in the amount of:
\$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

Exhibit 17

This document summarizes the Builder's Risk policy and is not intended to reflect all the terms, conditions, or exclusions of such policy as of the effective date of coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy. The actual insurance policy defines all the terms, exclusions and conditions of coverage, and not this summary. Should any ambiguities or conflicts between the summary and policy exist, the policy terms and conditions will apply.

*Some Projects may be excluded and/or must be underwritten separately and may be subject to different rates, deductibles, and terms and conditions (see page 13). Therefore, **this document should be used as a guideline only.***

INSURANCE COMPANY: Allianz Global Risks U.S. Insurance Company

BEST'S RATING: A+

NAMED INSURED: The Regents of the University of California

INSURING AGREEMENT

This Policy, subject to the Limit of Liability and the terms, conditions, and limitations contained herein or endorsed hereon, insures against all risks of direct physical loss of or direct physical damage to Insured Property while at the construction site, stored off-site, or in the course of transit within the Territorial Limits specified in the Schedule during the Period of Insurance of each Insured Project.

LIMITS OF LIABILITY

SCHEDULE OF LIMITS

This Company shall not be liable for more than the Limit of Liability as stated on the Certificate of Insurance in any one Occurrence for any one Insured Project, subject to the following limits and sublimits:

MASTER POLICY LIMITS

\$150,000,000 per project, per occurrence
\$ 25,000,000 per project, Joisted Masonry construction
\$ 25,000,000 per project, Wood Frame construction

NOTE: *This Limit of Liability will correspond with the Total Estimated Construction Cost as indicated on the original Builder's Risk Insurance Application. If the construction costs should increase, the Limit of Liability can be subsequently increased once prior notice has been given by the University's Representative to Willis Insurance Services of California, Inc.*

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

SUBLIMITS (percentage or dollar value, whichever is less):

1. \$25,000,000 for **Wood Frame Construction**
2. \$100,000 for **Pollution Cleanup Expenses**
3. 15% of the declared estimated Total Project Value, subject to a maximum of \$25,000,000 for **Demolition and Increased Cost of Construction**
4. 25% of the adjusted property damage loss, subject to a maximum of \$2,500,000 for **Expediting Expense/Extra Expense**
5. 10% of the declared estimated Total Project Value, subject to a maximum of \$10,000,000 for **Insured Property while Stored Off-site**
6. 10% of the declared estimated Total Project Value, subject to a maximum of \$10,000,000 for **Insured Property while in the Course of Inland Transit (continental US)**
7. 25% of the declared estimated Total Project Value, subject to a maximum of \$25,000,000 for **Debris Removal**
8. \$500,000 for **Plans, Blueprints and Specifications**
9. \$500,000 for **Trees, Grass, Shrubbery, Seed and Plants**
10. Total Project Value limit for **Water Damage** (prior sublimit is removed 9/1/14)
11. 10% of estimated Total Project Value, subject to a maximum of \$10,000,000 for Frost, Freeze, Falling of Ice (added 9/1/14)
12. 15% of the adjusted property damage loss, subject to a maximum of \$10,000,000 for **Green/LEED Rating System**
13. 10% of the adjusted property damage loss, subject to a maximum of \$50,000 for **Mold/Fungi**
14. 5% of the declared estimated Total Project Value, subject to a maximum of \$10,000,000 for additional **Architects, Engineering and Professional Fees**
15. \$100,000 for **Claims Preparation Expenses**
16. \$500,000 for **Fire Department Service Charges**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

TERMS AND CONDITIONS

NAMED INSURED

The Regents of the University of California and all affiliated and subsidiary companies, corporations, ventures, partnerships or other organizations, all owned, controlled or managed by the Named Insured and all as now exist or may hereafter be constituted or acquired.

ADDITIONAL INSUREDS

General Contractors, Construction Managers and subcontractors of every tier. Additionally, any other person or entity(ies) as identified on a Project Declaration Endorsement, Quarterly Report Endorsement, or to the extent required by a written contract or agreement. As respects architects, engineers, manufacturers and suppliers, the foregoing is limited to their site activities only.

ATTACHMENT/TERMINATION

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement or in a Project Declaration Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2014 at 12:01AM and ends on September 1, 2017 at 12:01AM.

Coverage for each Insured Project declared under the Master Policy will go into effect and continue in full force and effect during the Certificate Period specified in the project's Certificate of Insurance.

NOTIFICATION OF COVERAGE/TERMINATION: *The Certificate Period will correspond with the Estimated Dates of Commencement and Completion of Work as indicated on the original Builder's Risk Insurance Application. If construction is not completed on time and coverage beyond the Estimated Date of Completion of Work is required, prior notification must be given by the University Representative to Willis Insurance Services of California, Inc. in order to ensure that coverage remains in force for the project.*

DEDUCTIBLES *(tiered based on estimated completed Total Project Value at the time of loss)*

NOTE: *The contractor shall be responsible for the deductibles.*

All Other Perils (except Water Damage; Electrical/Mechanical Breakdown and/or Hot testing)

\$25,000 for Projects **over** \$2,500,000

\$10,000 for Projects **under** \$2,500,000

Water Damage or Frost/Freeze/Falling Ice

\$100,000 for **all** projects

Electrical/Mechanical Breakdown and/or Hot Testing

\$50,000 for Projects **under** \$25,000,000

\$100,000 for Projects **between** \$25-\$100,000,000

\$250,000 for Projects **between** \$100-\$150,000,000

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

EXCLUSIONS

PROPERTY EXCLUDED

This Policy does not insure:

1. Land, but this exclusion does not apply to excavation and grading as long as the cost of the excavation and grading is included in the Limit of Liability as stated in the Certificate of Insurance.
2. Contractor's plant and equipment, machinery, tools, or property of similar nature not destined to become a permanent part of the Insured Project but this exclusion shall not apply to formwork, fences, shoring, falsework and temporary buildings as long as the value of these items are included in the estimated Limit of Liability as stated in the Certificate of Insurance.
3. Automobiles or other vehicles, watercraft or aircraft.
4. Water.
5. Accounts, bills, currency, deeds, securities, books, records, manuscripts, other similar papers, or data processing media.
6. Existing buildings or structures or any other existing property.
7. Owner supplied material, equipment, machinery and supplies, unless the value of such is included in the Limit of Liability as stated in the Certificate of Insurance.
8. Transmission and/or distribution lines; including wires, cables, poles, towers and all equipment attached thereto beyond 1,000 feet from the perimeter of the project site.
9. Partially or completely excavated or open trench, pipeline or workface, at any one time beyond 1,000 feet in length.

EXCLUDED CAUSES OF LOSS

1. Loss or damage caused by, or resulting from, wear and tear, moth, vermin, termites or other insects, inherent vice, latent defect, gradual deterioration, wet or dry rot and rust, corrosion, erosion or normal settling, shrinkage, and/or expansion of buildings and/or foundations.
2. Any loss of use or occupancy or consequential loss of any nature howsoever caused.
3. Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.
4. Hostile or warlike action.
5. Nuclear reaction, nuclear radiation, or radioactive contamination.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

6. Any cost or expenses incurred to test for, monitor, or assess the existence, concentration or effects of Fungi.
7. Loss or damage caused by or resulting from infidelity or dishonesty on the part of the Insured and/or any employee of the Insured; inventory shortage or unexplained disappearance.
8. Loss or damage caused by or resulting from the enforcement of any ordinance or law, or any order of governmental or municipal authority; by suspension, lapse, termination and/or cancellation of any license, lease, or permit, or any injunction or process of any court, unless otherwise endorsed herein.
9. Loss or damage caused by, resulting from, contributed to or made worse by actual, alleged, or threatened release, discharge, escape or dispersal of Contaminants and/or Pollutants.
10. Loss or damage to Insured Property while aboard any aircraft or watercraft.
11. The cost of making good faulty or defective workmanship, material, construction, designs, plans and/or specifications unless direct physical loss or direct physical damage not otherwise excluded under this policy ensues and then this Policy will cover such ensuing loss or damage only.
12. Loss, damage, corruption, destruction, distortion, interruption, disruption, erasure, deletion, alteration, loss of use, reduction in functionality, loss of access to, denial of access to or breakdown of Electronic Data from any cause whatsoever.
13. Loss or damage to Used Equipment caused by mechanical and/or electrical breakdown.
14. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Land Movement.
15. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Flood.
16. Loss or damage covered under any guarantee or warranty, expressed or implied, by any manufacturer or supplier whether or not such manufacturer or supplier is an Insured under this policy.
17. Terrorism.
18. Loss or damage arising out of the performance of the professional activities of any consulting engineer, architect, or designer, or any person employed by them or any others whose acts they are legally liable for whether or not named as an Insured under this Policy.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

SELECTED EXTENSIONS OF COVERAGE

1. EXPEDITING/EXTRA EXPENSES

Subject to the stated sublimit, this Policy is extended to cover extra charges for overtime, night work, work on public holidays, the extra cost of rental construction equipment, express freight, including air freight all incurred solely:

- A. to facilitate the repair or replacement of the Insured Property which has sustained physical loss or physical damage from a peril insured, or;
- B. which are necessary to return the work on the Insured Property to the same schedule actually being observed immediately prior to the sustaining of physical loss or physical damage from a peril insured.

This Policy does not cover charges incurred to expedite work on parts of the Insured Property which have not sustained physical loss or physical damage.

2. DEMOLITION AND INCREASED COST OF CONSTRUCTION

- A. Subject to the stated sublimit, in the event of direct physical loss and/or direct physical damage by perils insured under this Policy, the Company shall also pay:
 - (i) The increased cost to repair, replace or re-erect the Insured Property caused by the enforcement of any building, zoning or land use ordinance or law in force at the time of loss. If the Insured Property is replaced, it must be intended for similar occupancy of the current Insured Property, unless otherwise required by zoning or land use ordinance or law.
 - (ii) The cost to demolish and clear the construction site of undamaged parts of the Insured Property caused by the enforcement of any building, zoning or land use law in force at the time of the loss.
- B. In no event, however, shall the Company be liable for costs associated with the enforcement of any ordinance or law which requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkali, toxic chemicals, liquids or gasses, waste materials or other irritants, any Contaminants and/or Pollutants.
- C. The Company shall not pay for the increased cost of construction until the Insured Property is actually repaired, replaced, or re-erected at the same construction site or elsewhere and as soon as reasonably possible after the loss or damage, not to exceed thirty (30) months.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

D. In no event, however, shall the Company pay more:

- (i) If the Insured Property is repaired, replaced or re-erected at the same construction site than the amount the insured actually spends to:
 - a) Demolish and clear the construction site; and
 - b) Repair, replace or re-erect the Insured Property but not for more than property of like height, floor area and style at the same construction site.
- (ii) If the Insured Property is not repaired, replaced, or re-erected at the same construction site than:
 - a) The amount the Insured actually spends to demolish and clear the construction site; and
 - b) The cost to replace, at the same construction site, the damaged or destroyed Insured Property with other property;
 - 1) of like kind and quality;
 - 2) of like height, floor area and style; and
 - 3) used for the same purpose.
- (iii) Than the stated sublimit of Demolition and Increased Cost of Construction.

3. FIRE DEPARTMENT SERVICE CHARGES

Subject to the stated sublimit, when property insured is destroyed or damaged by a peril insured, this Policy shall also pay for the cost of fire department service charges for which the Insured is liable, provided they are assumed by contract or written agreement prior to a loss or they are required by a local ordinance.

4. PLANS, BLUEPRINTS, AND SPECIFICATIONS

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to plans, blueprints or specifications by perils insured under this policy, this insurance shall also pay the costs of mechanical reproduction from originals stored off-site for plans, blueprints or specifications.

5. TREES, GRASS, SHRUBBERY, SEED AND PLANTS

Subject to the stated sublimit, this policy is extended to insure direct physical loss or direct physical damage to trees, grass, shrubbery, seed and plants caused by or resulting from fire, lightning, windstorm, hail, explosion, smoke, collision by aircraft or vehicle, riot, riot attending a strike or civil commotion, vandalism or malicious mischief.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

6. DEBRIS REMOVAL

Subject to the stated sublimit, in the event of direct physical loss or physical damage to Insured Property by perils insured under this policy, this insurance shall also pay the cost of removal of material and debris being a part of the Insured Property located at the construction site and the cost to demolish and clear the construction site of undamaged parts caused by the enforcement of any building, zoning or land use law in force at the time of the loss.

This Policy also covers cost or expense to:

- A. Extract Contaminants and/or Pollutants from the debris; or
- B. Extract Contaminants and/or Pollutants from land and/or water; or
- C. Remove, restore, or replace land and/or water made necessary due to the presence of Contaminants and/or Pollutants; or
- D. Remove or transport any property, material, or debris to a site for storage or decontamination required because the property, material, or debris is affected by Contaminants and/or Pollutants, whether or not such removal, transport, or decontamination is required by law or regulation.
- E. This sub-clause (Items A - D above), is subject to a sublimit for **Pollution Cleanup Expenses**.

It is a condition precedent to recovery under this clause, that the Company shall have paid, or agreed to pay for direct physical loss or direct physical damage to the Insured Property and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or the cost of cleanup no later than (12) twelve months after the date the original physical loss or physical damage occurred.

7. ARCHITECT, ENGINEERING AND PROFESSIONAL FEES

Subject to the stated sublimit, Architect, Engineering and Professional Fees shall mean the additional architectural and engineering expenses, excluding any costs for redesign or betterment, or owner's consultant service expenses, or owner's legal, appraisal, title and/or inspection fees incurred to facilitate repair or replacement of the Insured Property which has sustained physical loss or physical damage from an insured peril.

8. GREEN/LEED

Subject to the stated sublimit, in the event of a direct physical loss or direct physical damage not otherwise excluded in the policy to Insured Property by perils insured under the policy the Insurer shall also pay the reasonable additional cost, if any, incurred by the Insured to repair or replace such damaged or destroyed Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

Coverage under this extension applies only if the Insured Project has been registered with the US Green Building Council during the Period of Insurance specified on the Certificate of Builder's Risk Insurance and prior to any loss, and only to the initial and intended building certification level that has been registered with the US Green Building Council, in accordance with the criteria outlined in order to comply with the requirements of the LEED Rating System existing at the time of the loss or damage to the Insured Project, which upon completion will undergo the process of being certified by the US Green Building Council.

The following exclusions and limitations apply to this coverage extension:

No coverage is provided under this extension:

- A. If no such products or materials exist at the time of the loss or damage; or
- B. If the Insured does not repair or replace the damaged or destroyed Insured Property.

In no event will the policy pay more than the lesser of the:

- A. The cost to repair; or
- B. The cost to replace;

the damaged Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System existing at the time of the loss or damage.

No coverage is provided under this extension of coverage for any of the following items:

- A. Re-registering the Insured project with the US Green Building Council.
- B. Failure to meet the registered LEED Building Rating certification level.
- C. Land and land values.
- D. Any additional cost incurred to comply with any law or ordinance.
- E. Personal property of others in the Insured's care, custody or control.
- F. Raw materials, stock-in-process and finished goods.
- G. Motor vehicles.
- H. Property located outside the Territorial Limits of the policy.

9. CLAIMS PREPARATIONS EXPENSE

Subject to the stated sublimit, this policy is extended to include reasonable expenses incurred by the Insured, or by the Insured's representatives for preparing the details of a claim resulting from a loss which would be payable under this policy. However, the Company shall not be liable for expenses incurred by the Insured in utilizing or retaining the services of attorneys, insurance agents or brokers; or any subsidiary, related or associated entities either partially or wholly owned by an attorney or public adjuster.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

10. MOLD/FUNGI

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, the insurance shall also pay, subject to the Limit of Liability and the terms, conditions, and limitations of this policy, the cost to clean up or remove Mold/Fungi from Insured Property located at the construction site.

Notwithstanding any terms or conditions, this policy does not insure any cost or expense incurred to test for, monitor, or assess the existence, concentration or effects of Mold/Fungi.

SELECTED GENERAL CONDITIONS

1. REQUIREMENTS IN CASE OF LOSS

In the event of loss or damage to Insured Property the Insured shall:

- A. Give immediate notice to the insurance company;
- B. Protect the Insured Property from further loss or damage;
- C. Within ninety (90) days from the date of discovery of the loss or damage, the Named Insured shall render a statement to the Insurer signed and sworn to by the Named Insured stating the knowledge and belief of the Insured as to the time and cause of the loss or damage and the interest of the Insured and all others in the Insured Property;
- D. Exhibit to any person designated by the Insurer all that remains of the Insured Property.
- E. Coordinate and cooperate with investigation and/or inspection of property and provide documentation as requested by the insurance adjuster. Do NOT destroy or salvage damaged property unless authorized to do so by the insurance adjuster.
- F. Submit to examinations under oath by any person named by the Insurer and produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representative, and permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents shall be deemed to be a waiver of any defense which the Insurer might otherwise have with respect to any loss or claim; but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
- G. Subject to the Limit of Liability and the terms, conditions, and limitations of the policy, all adjusted losses shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of the satisfactory proof of interest and loss to the Insurer. No amount shall be paid on an adjusted loss or made good if the Insured has collected the same from others.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

2. VALUATION

Subject to the Limit of Liability, sublimits or Aggregate Limit of Liability, the Insurer shall not be liable beyond the cost to repair, replace, or re-erect the Insured Property at the time and place of loss, with materials of like kind and quality, less the cost of betterment, salvage, or other recovery including contractors reasonable profit and overhead in the proportion as that included in the original contract documents, or 15% profit and overhead, whichever is lesser. If the Insured Property is not replaced, then the loss shall be settled on the Actual Cash Value basis with proper deduction for depreciation, salvage or other recovery and exclusive of profit and overhead.

3. PROTECTION OF PROPERTY

In the case of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, it shall be lawful and necessary for the Insured, his or their factors, servants, or assigns, to sue, labor, and travel for in and about the defense, safeguard, and recovery of the Insured Property, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or Insurer, in recovering, saving, and preserving the Insured Property in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Insurer proportionately to the extent of their respective interests.

4. OTHER INSURANCE

This Policy shall not provide coverage to the extent of any other insurance, whether prior or subsequent hereto in date, and by whomsoever effected, directly or indirectly covering the same property against the same peril; and the Company shall be liable for direct physical loss or direct physical damage only for the excess value beyond the amount due from such other insurance, subject to the applicable Deductible.

5. INSUREDS' REPRESENTATIVE

The first Named Insured shall be the sole and irrevocable agent of each and every Insured for the purpose of:

- A. Payment of premium;
- B. Giving or receiving notice of cancellation;
- C. Requesting amendments to this policy and accepting amendments to the policy made by the Insurer.

6. LOSS PAYABLE

Loss, if any, shall be payable to the first Named Insured and/or its assigned designee.

7. PARTIAL OCCUPANCY OR USE

Notwithstanding anything to the contrary elsewhere in the policy, the Owner and/or tenants may occupy or use any completed or partially completed portion of the Insured Property, provided that the Insured warrants that all fire protection shall be in service and fully operational during such occupancy or use.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

SELECTED DEFINITIONS

The following terms have been defined in the Master Policy and will be applied in the interpretation of certain wording used herein or within the Master Policy.

1. FLOOD:

Flood shall mean the rising, overflowing or breaking of boundaries of rivers, lakes, streams, ponds or similar natural or man-made bodies of water, or from waves, tidal waves, tidal waters, wave wash, or spray from any of the foregoing, surface waters, rain accumulation run off, all whether driven by wind or not.

2. CONTAMINANTS OR POLLUTANTS:

Contaminants and/or Pollutants shall mean any material which after its release or discharge can cause or threaten damage to human health and/or human welfare, or causes or threatens damage, deterioration, loss of value, marketability and/or loss of use to Insured Property; including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and/or Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency.

3. LAND MOVEMENT:

Land Movement shall mean all land movement however caused, whether by natural event or man-made including but not limited to, earthquake, volcanic eruption, tsunami, subsidence, landslide, mudflow, or rockfall.

4. OCCURRENCE:

Occurrence shall mean any one loss, disaster, or casualty, or series of losses, disasters, or casualties arising out of one event. With respect to the perils of Water Damage, Flood, Land Movement, or riots, one event shall be construed to be all losses arising during a continuous period of seventy-two (72) hours.

The Insured may choose the time from which any such seventy-two (72) hour period shall be deemed to have commenced, provided it shall not be earlier than the time of the first loss sustained by the Insured during the Occurrence.

5. WATER DAMAGE:

All water damage excluding flood, however caused, whether by natural event or man-made, including but not limited to interior water damage, damage due to water from pipe breakage or sprinkler leakage, damage from rainfall and/or resulting runoff; all whether wind driven or not.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

PROJECTS EXCLUDED AND/OR MUST BE UNDERWRITTEN SEPARATELY. THESE PROJECTS WILL BE SUBJECT TO DIFFERENT RATES, DEDUCTIBLES, AND TERMS AND CONDITIONS.

(A) Construction Cost exceeds:

- \$150 Million regardless of Construction Type (Standalone policy may apply on projects over \$100 Million)
- \$25 Million for Wood Frame (Standalone projects may apply on projects over \$5 Million)
- \$25 Million for Joisted Masonry
- \$50 Million for Structural Renovations

(B) Project involves:

- Construction occurring outside of the State of California
- Co-Generation Facility
- Stadium or arena
- Bridge
- Tunnel
- Excavations greater than 1,000 feet in length or 40 feet in depth
- Transmission and/or distribution lines extending greater than 1,000 feet in length from the perimeter project site including cable, telecom, wires, poles, towers, and electrical
- Directional Drilling
- Gas Turbine
- Power Plants
- Standalone Projects for Water or Sewer Pipelines, Cut and Cover, Open Trench, Utility Relocations, Central Utility Plants, Waste Water, or Water Treatment Facilities. Standalone projects means when the scope of work is not included in the estimated Construction Cost of a building project

(C) Project requires coverage for:

- Land Movement (e.g. Earthquake)
- Flood
- Terrorism
- Delay in Completion

EXHIBIT 18

BID PACKAGE CERTIFICATION

The CM/Contractor, _____, certifies the following regarding Bid Package number _____:

- 1) That bids listed below represent all bids received;
- 2) That the CM/Contractor has determined that bidder number one, listed below, is the lowest bidder that is both responsive and responsible, and that bid number one represents the entire scope of work called for by the Bid and Contract Documents;
- 3) That the CM/Contractor has followed all competitive bidding requirements of the Contract Documents for this Bid Package and that all determinations regarding responsiveness or responsibility have been made in accordance with such requirements;
- 4) That the Bid Documents used for bidding Bid Package are the same as those approved by University, without modification;
- 5) That the Bid Documents used for bidding Bid Package do not include any General Conditions work covered by Scope of Work or General Conditions Provided to Subcontractors;
- 6) That the CM/Contractor has notified all bidders of the determination of lowest responsive, responsible bidder listed in this Bid Package Certification below;
- 7) That the attached updated CM/Contractor Expanded List of Subcontractors accurately reflects all current subcontractors and that it contains no changes to previously listed subcontractors;
- 8) That the cost of Subcontractor payment or performance bond, or insurance purchased in lieu there of, if any, is not included in this Bid Package price.
- 9) That CM/Contractor has attached the following Exhibits completed by the proposed Subcontractor:
 - a. Self-certification
 - b. Report of Subcontractor Information

CM/Contractor certifies that the bid amount of this Bid Package, when taken in conjunction with the CM/Contractor's General Conditions Work and General Conditions Provided to Subcontractors Exhibit associated with this Bid Package, represents the total cost of all labor, materials, furnishings, equipment and services necessary to complete the work associated with this Bid Package.

The CM/Contractor requests the University incorporate bid number one below into the Work by Contract Amendment as called for in the Contract Documents.

The Bid Package scope is for all items required in the Bid Documents, and in brief is for the following:

Bid results for Bid Package:

	Bidder*	Bid Amount	Responsive	
			Yes	No
1)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
2)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
3)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
4)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
5)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
6)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
7)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
8)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
9)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
10)	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

*NOTE – Bidder number _____ is the lowest responsive and responsible bidder.

CM/Contractor waives any claim for further adjustments of the Contract Sum or adjustment to the Contract Time related to the above described Bid Package upon issuance by University of a Contract Amendment reflecting bid number one above for this Bid Package.

CM/Contractor check this box for the **final** Bid Package as shown in the Contract Schedule:

By marking this box, CM/Contractor certifies to the University on the Bid Package Certification that all Construction Work, previously approved by the University for insertion into Bid Packages, has been incorporated into the Contract, whether by this final Bid Package or preceding Bid Packages.

Accepted and Certified:

By: _____
(CM/Contractor Signature)

(Printed Name - CM/Contractor Name)

Date: _____

EXHIBIT 20

CM/CONTRACTOR PROVIDED GENERAL CONDITIONS TO SUBCONTRACTORS

The following listed items shall be provided by the CM/Contractor, and made available throughout the Project as indicated, as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Unless otherwise noted, all items references shall include set up, maintenance, removal, rental or usage charges, operation, and all associated labor. In addition to the items listed, the CM/Contractor and its Subcontractors shall provide all General Conditions Work items necessary to complete the Work, and/or called for by the Contract Documents. Other specific items to be provided by the CM/Contractor, for the benefit of the CM/Contractor and the Project are listed in the Scope of Work Exhibit. Subcontractors shall be responsible for all General Conditions Work incurred as part of their respective scope of work and not addressed in this exhibit. This exhibit shall be required to be included with all Bid Package(s). If "Applicable Phase(s)" not identified in column of table below, General Conditions task applies to "All" Contract Time.

General Conditions Category	CM/Contractor Responsible	Notes
Layout/Survey		
	N/A	
Offices		
	Construction Trailers	Provide, install and hook-up Construction Trailer(s) with ADA access such as ramps, etc. Does not include subcontractor trailers and/or hook-ups.
Temporary Construction		
	Erosion Control/SWPPP and BMP's	Maintain and repair SWPPP elements as required to meet the requirements established by the state water resources board. CM/Contractor shall have a Qualified SWPPP practitioner available for all required inspections per Section 01 57 23 Storm Water Pollution Prevention as it applies to the Work.
	Traffic Control Allowance	Include allowance of \$50,000 for traffic control as required by Section 01 35 00 Special Requirements. Refer to Section 01 21 00 Allowances for more information regarding the Traffic Control Allowance.
Safety		
	Emergency Safety Equipment	Includes: Cost of safety materials and First Aid for the CM/Contractor and staff as well as supply for emergency cases for the subcontractors including other items such as hard hats, safety glasses, gloves, boots, jackets, handouts, signage, awards, and other promotional materials. All other safety items should be included in subcontractor bid.
	Temporary Fire Protection	Furnish, install and maintain fire extinguishers for each location in which work will be performed. Fire

		Extinguishers are to be new, 10lbs, ABC, tagged at time of installation.
Temporary Protection		
	Temporary Perimeter Construction Fencing	Provide, maintain and install a new 8-foot high chain link fence with new black mesh fabric, with double automobile traffic gates and man gates as shown on the Site Logistics Plan for the entire duration of the Project. All fence posts are to be drilled or driven unless expressly allowed by University Representative. Project duration assumed to be 8 months. Bidder is to assume that power, data and water connections are within 1200 feet of the trailer location for the purposes of bidding.
	Tree Protection	Provide and maintain tree protection per Section 01 56 39 Tree and Plant Protection.
Temporary Utilities		
	Utility Allowance	Include allowance of \$20,000 for payment of electric and water utilities as required by Section 01 51 00 Temporary Utilities. Refer to Section 01 21 00 Allowances for more information regarding the Utility Allowance.
Construction Equipment		
	Small Tools and Equipment	Provide Laborer and Carpenter with all hand and power tools and all material required to perform this scope of work. In addition, provide the following:
	Shaded Break Area	Provide shaded break area with table(s) and chairs as necessary to serve the demands of the site.
	Portable Toilets	Furnish and maintain portable chemical toilets as necessary to serve the demands of the site to be serviced once a week and one (1) hand wash station for the duration of the project. Assume Project duration of 8 months.
Material Handling & Hoisting		
	N/A	
Clean Up		
	Waste Management	CM/Contractor is responsible for implementation, documentation and management of the waste management program per Section 01 74 19 Site Waste Management Program. All debris is to be recycled per the University waste management plan. Project must meet a minimum of 90% diversion of construction waste.
	Dumpsters	Furnish, manage and maintain 40 yard dumpsters as per Section 01 74 19 Site

		Waste Management Program (note that the University is not responsible for any overweight dumpster fees).
	Continuous Clean Up	CM/Contractor is to provide general cleaning, sweeping and miscellaneous work for every work day throughout the Project duration. Subcontractors will be responsible for daily cleaning and disposal of their trash into CM/Contractor provided dumpsters. CM/Contractor is to provide a deep cleaning of all areas under construction at least once a week. All other site cleaning should be as necessary for keeping a clean and safe site.
	Street Sweeper	Provide mechanical street sweeper as required to maintain acceptably clean entrances and roadways around and to the jobsite. Figure a total of 500 hours on site sweeping hours for this sweeper. Cost to include operator.
	Final Clean	Provide Final Clean of the Project per Section 01 77 00 Closeout Procedures, Final Cleaning and Extra Material, at all locations where work was performed in existing buildings, and site prior to University occupancy. Subcontractors to be responsible for cleaning up their individual areas of work including disposal of waste materials related to their relative scopes of work.
Construction Labor		
	Miscellaneous Labor	Provide 50 hours of miscellaneous labor. The intent is to have a full time dedicated Laborer available on site to perform general cleaning, sweeping and miscellaneous work.
	Carpenter Labor	Provide 100 hours of Carpenter labor. The intent is to have a part time dedicated Carpenter available on site.

EXHIBIT 20

CM/CONTRACTOR PROVIDED GENERAL CONDITIONS TO SUBCONTRACTORS

The following listed items shall be provided by the CM/Contractor, and made available throughout the Project as indicated, as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Unless otherwise noted, all items references shall include set up, maintenance, removal, rental or usage charges, operation, and all associated labor. In addition to the items listed, the CM/Contractor and its Subcontractors shall provide all General Conditions Work items necessary to complete the Work, and/or called for by the Contract Documents. Other specific items to be provided by the CM/Contractor, for the benefit of the CM/Contractor and the Project are listed in the Scope of Work Exhibit. Subcontractors shall be responsible for all General Conditions Work incurred as part of their respective scope of work and not addressed in this exhibit. This exhibit shall be required to be included with all Bid Package(s). If "Applicable Phase(s)" not identified in column of table below, General Conditions task applies to "All" Contract Time.

General Conditions Category	CM/Contractor Responsible	Notes
Layout/Survey		
	N/A	
Offices		
	Construction Trailers	Provide, install and hook-up Construction Trailer(s) with ADA access such as ramps, etc. Does not include subcontractor trailers and/or hook-ups.
Temporary Construction		
	Erosion Control/SWPPP and BMP's	Maintain and repair SWPPP elements as required to meet the requirements established by the state water resources board. CM/Contractor shall have a Qualified SWPPP practitioner available for all required inspections per Section 01 57 23 Storm Water Pollution Prevention as it applies to the Work.
	Traffic Control Allowance	Include allowance of \$50,000 for traffic control as required by Section 01 35 00 Special Requirements. Refer to Section 01 21 00 Allowances for more information regarding the Traffic Control Allowance.
Safety		
	Emergency Safety Equipment	Includes: Cost of safety materials and First Aid for the CM/Contractor and staff as well as supply for emergency cases for the subcontractors including other items such as hard hats, safety glasses, gloves, boots, jackets, handouts, signage, awards, and other promotional materials. All other safety items should be included in subcontractor bid.
	Temporary Fire Protection	Furnish, install and maintain fire extinguishers for each location in which work will be performed. Fire

		Extinguishers are to be new, 10lbs, ABC, tagged at time of installation.
Temporary Protection		
	Temporary Perimeter Construction Fencing	Provide, maintain and install a new 8-foot high chain link fence with new black mesh fabric, with double automobile traffic gates and man gates as shown on the Site Logistics Plan for the entire duration of the Project. All fence posts are to be drilled or driven unless expressly allowed by University Representative. Project duration assumed to be 8 months. Bidder is to assume that power, data and water connections are within 1200 feet of the trailer location for the purposes of bidding.
	Tree Protection	Provide and maintain tree protection per Section 01 56 39 Tree and Plant Protection.
Temporary Utilities		
	Utility Allowance	Include allowance of \$20,000 for payment of electric and water utilities as required by Section 01 51 00 Temporary Utilities. Refer to Section 01 21 00 Allowances for more information regarding the Utility Allowance.
Construction Equipment		
	Small Tools and Equipment	Provide Laborer and Carpenter with all hand and power tools and all material required to perform this scope of work. In addition, provide the following:
	Shaded Break Area	Provide shaded break area with table(s) and chairs as necessary to serve the demands of the site.
	Portable Toilets	Furnish and maintain portable chemical toilets as necessary to serve the demands of the site to be serviced once a week and one (1) hand wash station for the duration of the project. Assume Project duration of 8 months.
Material Handling & Hoisting		
	N/A	
Clean Up		
	Waste Management	CM/Contractor is responsible for implementation, documentation and management of the waste management program per Section 01 74 19 Site Waste Management Program. All debris is to be recycled per the University waste management plan. Project must meet a minimum of 90% diversion of construction waste.
	Dumpsters	Furnish, manage and maintain 40 yard dumpsters as per Section 01 74 19 Site Waste Management Program (note that the University is not responsible for any overweight dumpster fees).

	Continuous Clean Up	CM/Contractor is to provide general cleaning, sweeping and miscellaneous work for every work day throughout the Project duration. Subcontractors will be responsible for daily cleaning and disposal of their trash into CM/Contractor provided dumpsters. CM/Contractor is to provide a deep cleaning of all areas under construction at least once a week. All other site cleaning should be as necessary for keeping a clean and safe site.
	Street Sweeper	Provide mechanical street sweeper as required to maintain acceptably clean entrances and roadways around and to the jobsite. Figure a total of 500 hours on site sweeping hours for this sweeper. Cost to include operator.
	Final Clean	Provide Final Clean of the Project per Section 01 77 00 Closeout Procedures, Final Cleaning and Extra Material, at all locations where work was performed in existing buildings, and site prior to University occupancy. Subcontractors to be responsible for cleaning up their individual areas of work including disposal of waste materials related to their relative scopes of work.
Construction Labor		
	Miscellaneous Labor	Provide 100 hours of miscellaneous labor. The intent is to have a full time dedicated Laborer available on site to perform general cleaning, sweeping and miscellaneous work.
	Carpenter Labor	Provide 100 hours of Carpenter labor. The intent is to have a part time dedicated Carpenter available on site.

EXHIBIT 21

LETTER OF BID PACKAGE REVIEW

Date:

CM/Contractor Name:

Address:

The University of California has completed its review of Bid Package number _____ for the North Bowl Parking Phase 2 Project. Since the review is now complete, you should proceed as follows:

Bid this scope of work. After completion of bidding you must provide the University's Representative with a "Bid Package Certification" and an updated "Expanded List of Subcontractors." University will not issue a Contract Amendment until these documents are submitted and approved.

Prepare to submit a bid to self-perform this scope of work. University will be bidding this scope of work.

Should you have any questions related to this letter, please direct them to the University's Representative, Fran Telechea.

Sincerely,

Fran Telechea
Interim Director of Construction
University of California Merced

EXHIBIT 22

BID PROTEST PROCEDURES

The CM/Contractor shall include the following provisions in the bidding documents issued for all Bid Packages:

BID PROTEST**1.0 FILING A BID PROTEST**

1.1 For purposes of a bid protest, the address of University's Facility office is:

**University of California, Merced
5200 N. Lake Rd
Merced, California 95340**

1.2 Any Bidder, person, or entity may file a Bid protest. The protest must state the specific reasons and facts upon which the protest is based and shall be filed in writing with the Facility office issuing the bidding documents, not later than 5:00 pm on the 3rd business day after:

- .1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;
- .2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

1.3 If a Bid is rejected by the Facility, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 3 business days of the rejected Bidder's receipt of the notice of rejection.

2.0 RESOLUTION OF BID CONTROVERSY

2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract.

2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.4.

2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the

decision being appealed and all the facts and circumstances relied upon in support of the appeal. The appeal must be received by the Chair, Construction Review Board, no later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board
University of California
Office of the President
1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200
Attention: Associate Director, Construction Services

And, by email to:

constructionreviewboard@ucop.edu

2.4 A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility. An appeal received after close of business is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by close of business on the following business day.

2.5 The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

EXHIBIT 23

SELF-CERTIFICATION

For the Contractor and each Subcontractor indicated on the Report of Subcontractor Information, the following must be completed.

Indicate all Business category(ies) that apply by initialing next to the applicable category(ies):

(Initial, if applicable) **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at <http://www.sba.gov/content/table-small-business-size-standards>.) The eligibility requirements for California contracting purposes is on the [Department of General Services website](http://www.dgs.ca.gov/pd/Programs/OSDS/SBEeligibilityBenefits.aspx) at <http://www.dgs.ca.gov/pd/Programs/OSDS/SBEeligibilityBenefits.aspx>. The University may rely on written representation by the vendors regarding their status.

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

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

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

(Initial, if applicable) **None of the above categories apply.**

I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of

this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

(Print or Type Name of Owner and/or Principal)

(Name of Business or Firm)

a

(Insert type of business e.g. corporation, sole proprietorship, partnership, etc.)

By:

(Print Name)

(Title)

(Signature)

(Date)

PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply personal information about themselves. Information furnished on the Self-Certification form may, in some cases, identify personal information of an individual.

- The University of California, Merced, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Outreach Program Manager at the University of California, Merced, is responsible for maintaining the requested information. The contact information for the Small Business Outreach Program Manager may be found at: <http://www.ucop.edu/procurement-services/files/sbdmgr.xlsx>
- The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Outreach Program Manager(s).

EXHIBIT 24

CM/CONTRACTOR EXPANDED LIST OF SUBCONTRACTORS

(to be submitted as soon as each subcontractor is selected – see General Conditions)

Provide in the spaces below:

- (a) Enter Design Package designation. If subcontractor is identified as part of original CM/Contractor Bid, enter N/A.
- (b) Enter Bid Package designation. If subcontractor is identified as part of original CM/Contractor Bid, enter N/A.
- (c) The portion of the work which will be done by each subcontractor, the CM/Contractor shall list only one subcontractor for each such portion,
- (d) The name of each subcontractor who will perform work or labor or render service to the CM/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 CM/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 CM/Contractor's total bid. As used in this form, the word "Subcontractor" shall mean a contractor, within the meaning of the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, State of California, who contracts directly with the CM/Contractor.
- (e) Type of license,
- (f) Verified license number,
- (g) Location of the place of business (full street address, city, state and zip code).

			Subcontractor Information				
Design Package (a)	Bid Package (b)	Portion of the Work Activity (c)	Full Name (d)	Type of License (e)	Verified License No. (f)	Street Address (g)	City, State, Zip Code (h)

(Note: Add additional pages if required.)

EXHIBIT 27

VALUE ENGINEERING PROCESS

Provide a value Engineering Analysis as required for Pre-Construction Services.

**EXHIBIT 28
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: _____
CM/Contractor: _____
Project Number: _____
Date of Issuance: _____

The Construction Work has been reviewed and the date of Substantial Completion is hereby established as of the date of issuance above.

A Certificate of Occupancy has been issued by the University's Building Official {NAME} on {MONTH} {DAY}, {YEAR}.

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of CM/Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, CM/Contractor is notified as follows:

1. Without limitation of CM/Contractor's obligation to fully complete the Work within the Contract Time, CM/Contractor shall complete or correct the Construction Work on the list of items attached hereto within _____ days from the date of Substantial Completion.
2. University will be responsible for _____
3. CM/Contractor shall be responsible for all Contract requirements except items or responsibilities of University set forth in Paragraph 2 above.
4. List of items to be completed or corrected: _____ (See Attached List)

UNIVERSITY'S REPRESENTATIVE:

(Name of Firm)

(Signature)

(Typed or Printed Name)

(Title)

(Date)

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Signature)

(Typed or Printed Name)

(Title)

(Date)

cc: Office of Risk Management

EXHIBIT 30

SUBCONTRACTOR CLAIM CERTIFICATION

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.
2. Amounts claimed for costs, expenses and damages incurred by the Subcontractor are accurate and complete. Supporting data for amounts incurred by the Subcontractor is accurate and complete. Any such supporting data, including any such new amounts, submitted to CM/Contractor after the execution of this certification, will be accurate and complete.
3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted to CM/Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.
4. The amount requested accurately reflects the amount for which the Subcontractor believes the University is liable to CM/Contractor.
5. I am duly authorized to certify the Claim on behalf of the Subcontractor.

I declare under penalty of perjury under the laws of the State of California 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 _____.
(State) (Date)

(Signature)

(Print Name)

(Name of Subcontractor)

TABLE OF CONTENTS

Cover Page

Table of Contents

Advertisement for Bids

Instructions to Bidders

Information Available to Bidders

Bid Form

Bid Bond

Subcontract Agreement

{ADD ANY ADDITIONAL DOCUMENTS NEEDED}

**SUBCONTRACT BIDDING DOCUMENTS
FOR**

University of California Merced
North Bowl Parking Phase 2
906550

ADVERTISEMENT FOR BIDS

Sealed bids for a {ENTER "LUMP SUM" OR "DESIGN/BUILD" AS APPLICABLE} subcontract are invited from {ENTER APPLICABLE TRADE(S)} subcontractors (hereinafter "Subcontractors") for the following work:

{FACILITY NAME} {PROJECT NAME}
Project Number {PROJECT #}

DESCRIPTION OF WORK:

General Description: {ENTER GENERAL SCOPE DESCRIPTION OF PROJECT}

The University has bid and awarded a CM at Risk Contract to {CM/CONTRACTOR'S FIRM NAME} (hereafter "CM/Contractor"). CM/Contractor is responsible for bidding and awarding all subsequent subcontractor packages, including this package. The successful Subcontractor Bidder shall sign a Subcontract Agreement directly with CM/Contractor, and shall be bound by all the terms of the contract between University and CM/Contractor. Refer to "{ENTER NAME OF APPLICABLE ATTACHED DOCUMENT}," which contains the contract between University and CM/Contractor, attached to the subcontract bidding documents and incorporated by this reference.

Bid Package {ENTER BID PACKAGE # & NAME AS APPLICABLE} (this contract): This Bid Package consists of {ENTER BRIEF DESCRIPTION OF BID PACKAGE WORK SCOPE}.

The estimated construction cost of this bid package is \${ENTER \$}.

BIDDING DOCUMENTS:

Bidding Documents will be available beginning on {ENTER DATE} and will be issued at:

{ENTER PHYSICAL LOCATION OR WEBSITE, AS APPLICABLE}

BID DEADLINE: Bids will be received only at the following location:

{ENTER PHYSICAL LOCATION}

and must be received at or before:

{ENTER TIME, MONTH, DATE, YEAR}

MANDATORY PRE-BID CONFERENCE: A mandatory Pre-Bid Conference will be conducted on {ENTER DATE}, beginning promptly at {ENTER TIME} Only Subcontractor bidders who participate in both the Conference in its entirety will be allowed to bid on the Project as {ENTER TRADE} subcontractors. Participants shall meet at {ENTER PHYSICAL LOCATION}. For further information, contact {ENTER NAME} at {ENTER PHONE# OR EMAIL ADDRESS}.

LICENSE REQUIREMENTS: The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid:

{ENTER LICENSE CLASSIFICATION(S)}

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the contract between the University and the CM/Contractor, and to pay prevailing wage at the location of No contractor or subcontractor, regardless of tier, may be listed on a Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in the contract between the University and the CM/Contractor are applicable to all Bidding Documents.
- 1.2 The term "Addenda" means written or graphic instruments issued by CM/Contractor prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.5 The term "Bidder" means a person or firm that submits a Bid.
- 1.6 The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 The term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.
- 1.8 Not Used.
- 1.9 The term "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.10 Not Used.
- 1.11 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 1.12 Not Used.
- 1.13 The term "CM/Contractor" means {ENTER CM FIRM NAME}, who has signed a CM at Risk Contract agreement with University for the work of the {FACILITY} {ENTER PROJECT NAME} project, of which this {ENTER TRADE PACKAGE NAME} package is a part.
- 1.14 The California State General Prevailing Wage Determination for this Project is {ENTER APPLICABLE DETERMINATION (i.e. "2015-1")}. Bidder is required to refer to the California Department of Industrial Relations website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>) and confirm the correct Prevailing Wage Determination for this Project.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 Bidder, by making a Bid, represents that:
- 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
- 2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.
- 2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.

- 2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the contract between the University and the CM/Contractor.
- 2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.
- 2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
- 2.1.9 Bidder, and Bidder's subcontractors of all tiers, meet the following minimum occupational safety and health qualifications:
- .1 Bidder has had no serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the five-year period prior to bid opening.
 - .2 Bidder has maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.15 for the past five years. (If Bidder has been in business for less than five years, and is not otherwise prohibited from bidding by the terms of other Bid qualification documents, then Bidder must have maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.15 for all years Bidder has been in business.)
 - .3 Bidder has instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code.

After contract award, Bidder will verify that each of its Subcontractors at all tiers meet the requirements in 2.1.9 above by furnishing a fully executed "Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications" form (Exhibit 1B to the contract between the University and the CM/Contractor) prior to each Subcontractor's commencement of Work.

ARTICLE 3 **BIDDING DOCUMENTS**

3.1 COPIES

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents as indicated in the Advertisement for Bids.
- 3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.
- 3.1.3 Not Used.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to CM/Contractor errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Subcontract Agreement, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Subcontract Agreement became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:
{ENTER NAME AND CONTACT INFO (PHONE OR FAX OR EMAIL)}

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 NOT USED

3.5 ADDENDA

3.5.1 {ENTER AS NEEDED DEPENDING ON HOW ADDENDA WILL BE ISSUED} Addenda will be issued only by CM/Contractor and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the CM/Contractor may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.

3.5.2 Not Used.

3.5.3 Not Used.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

3.6 BUILDER'S RISK PROPERTY INSURANCE AND UNIVERSITY CONTROLLED INSURANCE PROGRAM

3.6.1 University will provide builder's risk property insurance subject to the deductibles in the policy as required by the General Conditions if the Contract Sum exceeds \$200,000 at the time of award and the requirements of the Project are not excluded by such coverage. A summary of the provisions of the policy is included as an Exhibit to the Contract; the policy may be reviewed at the Facility office. Bidder agrees that the University's provision of builder's risk property insurance containing said provisions meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance.

3.6.2 Refer to Article 11.1 of the General Conditions in the contract between the University and the CM/GC:

- .1 The University shall pay for, obtain and maintain a University Controlled Insurance Program ("UCIP") providing workers' compensation and employer's liability insurance coverage, commercial general liability insurance coverage, and excess liability insurance coverage, to persons and entities enrolled in the UCIP, for Work performed on or at the Project site ("UCIP Coverages"). A summary of the UCIP Coverages is included as an Exhibit to the Contract. The summary descriptions of the UCIP Coverages in the Exhibit, the General Conditions, or elsewhere, are not intended to be complete or to alter or amend any provision of the actual UCIP Coverages. In the event that any provision of this Article, the Contract Documents, or elsewhere, conflicts with the UCIP insurance policies, the provisions of the actual UCIP insurance policies shall govern. A copy of the policy is available for review at <https://AonLine.Aon.com>. The user name and password will be provided to potential bidders at the pre-bid conference. The University's provision of its standard UCIP insurance policies meets the University's obligation to provide UCIP insurance under the Contract and, in the event of a conflict between the provisions of the policies and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide UCIP insurance.
- .2 Parties eligible to participate in the UCIP (generally Contractor and all Subcontractors of all tiers who perform Work at the Project site, unless excluded under General Conditions Article 11.1.5) shall not include in their bids for any Work to be performed at the Project site any projected or actual cost to provide the workers' compensation and employer's liability insurance, commercial general liability insurance, and excess liability insurance that is being provided under the UCIP. The University may reduce the Contract Sum by an amount commensurate with any projected or actual costs included contrary to the requirements of this Article 3.6.2.2.
- .3 Notwithstanding the UCIP, Contractor and all Subcontractors are required to provide insurance as set forth in General Conditions Article 11.1.10 (including certificates of insurance evidencing the required coverages).
- .4 UCIP Workers' Compensation Insurance will be primary for all covered occurrences within the 50 United States, except that this insurance does not apply in any monopolistic workers' compensation state.

ARTICLE 4 **PRE-BID CONFERENCE**

4.1 (IF THERE IS NO PRE-BID CONFERENCE, RETAIN THE NUMBER AND DELETE THE ARTICLE AND REPLACE WITH "NOT USED") Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by CM/Contractor, comments and questions are received from Bidders. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5 **BIDDING PROCEDURES**

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the CM/Contractor's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate "No Change" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Subcontract Agreement with CM/Contractor on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by CM/Contractor and included herein. Failure to use CM/Contractor's Bid Bond form will result in the rejection of the Bid.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Subcontract Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, CM/Contractor may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or CM/Contractor may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to CM/Contractor the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which CM/Contractor procures the Work.

5.2.3 The signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond.

5.2.4 Bid Security will be returned after the Subcontract Agreement has been signed by the successful Bidder and the CM/Contractor. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, the CM/Contractor will retain that Bidder's Bid Security. The Bid Security will be retained until the CM/Contractor has been appropriately compensated.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Advertisement for Bids for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the CM/Contractor at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline.

ARTICLE 6 **CONSIDERATION OF BIDS**

6.1 OPENING OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly.

6.2 REJECTION OF BIDS

6.2.1 CM/Contractor will have the right to reject all Bids.

6.2.2 CM/Contractor will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 CM/Contractor will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the CM/Contractor awards the Subcontract Agreement, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by CM/Contractor and who is not rejected by CM/Contractor for failing or refusing, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents.

6.3.2 CM/Contractor will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

6.3.3 CM/Contractor will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has selected to be included in the Contract Sum as of the time of award.

6.3.4 CM/Contractor will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.5 CM/Contractor will select the apparent lowest responsive and responsible Bidder and such Bidder will be notified by CM/Contractor on CM/Contractor's form within 50 days after the Bid Deadline or CM/Contractor will reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to CM/Contractor all items listed in the Subcontract Agreement, including the following items:

- .1 Two originals of the Subcontract Agreement signed by Bidder.
- .2 Fully executed "Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications" form (Exhibit 1B in the Contract Documents for Agreement between University and CM/Contractor completed by Bidder.

6.3.6 Not Used.

6.3.7 If Bidder submits two originals of the signed Subcontract Agreement and all other items required to be submitted to CM/Contractor within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to CM/Contractor, CM/Contractor will award the Subcontract Agreement to Bidder by signing the agreement and returning a signed copy of the agreement to Bidder.

6.3.8 If CM/Contractor consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, CM/Contractor may reject such Bidder's Bid and select the next apparent lowest responsive Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, shall be liable to the CM/Contractor for all resulting damages.

ARTICLE 7 **BID PROTEST**

7.1 FILING A BID PROTEST

7.1.1 For purposes of a bid protest, the address of University's Facility office is:

University of California, {FACILITY}
{Address}
{City}, {State} {Zip}

7.1.2 Any Bidder, person, or entity may file a Bid protest. The protest must state the specific reasons and facts upon which the protest is based and shall be filed in writing with the Facility office issuing the bidding documents, not later than 5:00 pm on the 3rd business day after:

- .1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;
- .2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

7.1.3 If a Bid is rejected by the CM/Contractor and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Bidder's receipt of the notice of rejection.

7.1.4 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the Facility's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.5.

7.2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, no later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board
University of California
Office of the President
1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200
Attention: Director, Construction Services

And, by email to:

constructionreviewboard@ucop.edu

7.2.4 A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility and to the CM/Contractor, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.5 The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

END OF INSTRUCTIONS TO BIDDERS INFORMATION AVAILABLE TO BIDDERS

The following information is made available for the convenience of bidders and is not a part of the Contract.

{REQUIRED: PROVIDE INFORMATION APPROPRIATE TO THE SPECIFIC PROJECT—All relevant data, e.g., current Record Drawings and/or as-builts, utility plans/maps, geotechnical data and other contracts performed at or near the Project site.}

The University of California has contracts for materials, equipment and/or services with the suppliers listed on the Office of the President Procurement Services website at <http://www.ucop.edu/procurement-services/supplier-information/ucop-designated-construction-agreements.html> .

Bidders submitting bids for University construction projects may enter into agreements with these suppliers that utilize the pricing and terms contained in the University-supplier agreements. The university does not represent or warrant that materials/equipment/services of these suppliers meet the requirements of the University's construction contracts.

Use of such suppliers shall not relieve subcontractor from its obligation to meet all contractual requirements. The university will not be a party to any agreements with such suppliers and accepts no performance obligations or liability with respect to such agreements.

END OF INFORMATION AVAILABLE TO BIDDERS

BID FORM

FOR: {FACILITY} {PROJECT NAME}

{MONTH, YEAR}

BID TO: {ENTER CM/CONTRACTOR'S FIRM NAME & FULL ADDRESS}

BID FROM:

(Name of Firm Submitting Bid)

(Address)

(City, State, Zip Code)

(Telephone No.)

(Date Bid submitted)

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 will 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, have the appropriate current and active Contractor's license 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 ; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. 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 60 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 CM/Contractor the Subcontract Agreement and furnish to CM/Contractor all items required by the Bidding Documents. If awarded the Subcontract Agreement, Bidder agrees to complete the proposed Work within the time frame established in the construction schedule. Refer to the contract between the University and CM/Contractor.

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 CM/Contractor as specified in the Instructions to Bidders. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED.

4.0 LUMP SUM BASE BID

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(Place figures in appropriate boxes.)

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. CM/Contractor does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. CM/Contractor will perform the extension of the Unit Price times the respective Estimated Quantity. Unit Prices will be used for quantities in excess of those currently shown or specified as base bid work.

Unit Price Number 1: {ENTER BRIEF DESCRIPTION}

Estimated Quantity of units: {ENTER QUANTITY}

\$

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 ,

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 .

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 per {ENTER UNIT OF MEASURE (SF; ETC.)}

(Place figures in appropriate boxes.)

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS

Refer to contract between University and CM/Contractor.

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. 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.

ALTERNATE NUMBER: 1

Description: {ENTER BRIEF DESCRIPTION}

Bid for Alternate No. 1

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box.

Add	\$	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>
Deduct	\$	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>

No Change Bidder will perform this Alternate without change to Contract Sum.

9.0 NOT USED.

10.0 NOT USED.

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:
THE STATE OF: _____
(State)

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.)

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)

{ADD ADDITIONAL ITEMS AS APPLICABLE}

13.0 DECLARATION

I, _____, hereby declare that I am the
(Printed Name)

(Title) of _____
(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 further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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 _____
(State) (Date)

(Signature)

END OF BID FORM

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal,
and _____, as Surety,

are held and firmly bound unto {ENTER CM/CONTRACTOR FIRM NAME}, hereinafter called CM/CONTRACTOR, in the sum of 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:

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 60 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 CM/CONTRACTOR, 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 60 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 CM/Contractor 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 CM/Contractor procures 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 CM/Contractor, Surety shall pay reasonable attorneys' fees and costs incurred by CM/Contractor in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Addresses for Notices:

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

END OF BID BOND

UNIVERSITY OF CALIFORNIA, MERCED
Project: North Bowl Parking Phase 2
Project Number:

Task Name	2015/2016												2016/2017											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Design P-Phase							■	■																
Design W-Phase								■	■	■	■													
CM @ Risk GC & Fee Bid & Award								■	■															
Agencies Review/Approval									■	■	■													
Sub Contractor Bid & Award										■	■													
Construction-Phase 1-Earth Work and Compaction											■	■	■	■										
Construction-Phase 2-Road, Path of Travel and ADA Stall Asphalt															■									
Construction-Phase 3-Remaining Scope																■	■	■	■					
Closeout																	■	■						

Cumulative Calendar Months (9) Approved: Michael Chow 13 JAN 2016
 Title: Michael Chow
 Interim Assist. Vice Chancellor - D+C

Completion: Open to use by August 15, 2016. Final completion by October 1, 2016

**EXHIBIT 31
GUARANTEE/WARRANTY FORM**

Date: _____
Project Name NORTH BOWL PARKING PHASE 2
UNIVERSITY OF CALIFORNIA, MERCED
Project Location Merced County, Merced, California
Project Number 906550
GUARANTEE FOR: _____

(Specification SECTION and Contract No.)
(the "Contract"), between the Regents of the University of California ("University") and

(Name of Contractor)
("Contractor") and _____
(Name of Subcontractor)

Hereby guarantee to University that the portion of the work described as follows:

Which it has provided for the above referenced Project, is of good quality; free from defects; free from any liens, claims, and security interests; and has been completed in accordance with Specifications SECTION _____ and the other requirements of the Contract.

The undersigned further agrees that, if at any time within _____ months after the date of the guarantee the undersigned receives notice from University that the aforesaid portion of the Work is unsatisfactory, faulty, deficient, incomplete, or not in conformance with the requirements of the Contract, the undersigned will, within 10 days after receipt of such notice, correct, repair, or replace such portion of the Work, together with any other parts of the Work and any other property which is damaged or destroyed as a result of such defective portion of the Work or the correction, repair, or replacement thereof; and that it shall diligently and continuously prosecute such correction, repair, or replacement to completion.

In the event the undersigned fails to commence such correction, repair, or replacement within 10 days after such notice, or to diligently and continuously prosecute the same to completion, the undersigned, collectively and separately, do hereby authorize University to undertake such correction, repair, or replacement at the expense of the undersigned; and Contractor will pay to University promptly upon demand all costs and expenses incurred by University in connection therewith.

SUBCONTRACTOR

Signed: _____
Title: _____
Typed Name: _____
Name of Firm: _____
Contractor License Classification, Code, and Number: _____
Address: _____

CONTRACTOR

Signed: _____
Title: _____
Typed Name: _____
Name of Firm: _____

Project No.: 906550

University of California,
Merced

Request for Information			
RFI Number:	_____		
Date Created:	___/___/___	___/___/___	___/___/___
Answer Required by:	___/___/___	___/___/___	___/___/___
Priority:	<input type="checkbox"/> Urgent	<input type="checkbox"/> High	
	<input type="checkbox"/> Normal	<input type="checkbox"/> Low	

Submitted By

Company:	_____	Subject:	_____
Contact:	_____	Discipline:	_____
Telephone:	_____	Category:	_____
Email:	_____	Reason:	_____

Question

Suggestion

Answer

Received
By: _____ Date: ___/___/___

EXHIBIT 33

UTILITY SERVICE INTERRUPTION/SHUT DOWN REQUEST

A minimum of 7 working days advance notice
is required prior to each utility service interruption/shut down
(Refer to Section 01 35 00 Special Requirements)

SUBMIT DIFFERENT FORM FOR EACH UTILITY

To University's Representative: _____

Submitted by Contractor: _____

(Printed Name/Title) _____

Project No: 907057 _____

Project Name: CPTU TEMPORARY COOLING

Date Request Submitted: _____

Shut Down Date Requested: _____

Commencing Time of Shut Down: _____ A.M. _____ P.M.

Duration of Shutdown: _____ A.M. _____ P.M.

Type of Utility Service to be shut down:

Contractor Signature: _____

The above shut down HAS / HAS NOT been scheduled as requested.

EXHIBIT 33

UTILITY SERVICE INTERRUPTION/SHUT DOWN REQUEST

Additional comments if required:

Confirmed by telephone with _____

Confirmed via fax on _____ by _____

EXHIBIT 34
 UNIVERSITY OF CALIFORNIA, MERCED CAMPUS
 NEW CONSTRUCTION PROJECT INFORMATION FORM
 TO COMPLY WITH THE TERMS OF THE
 GENERAL PERMIT TO DISCHARGE STORM WATER
 ASSOCIATED WITH CONSTRUCTION ACTIVITY (WQ ORDER No. 2009-0009-DWQ)

I. NOTICE OF INTENT

UNIVERSITY OF CALIFORNIA, MERCED CAMPUS	WDID#	5F24S319219
--	--------------	--------------------

II. PROPERTY OWNER

Name UNIVERSITY OF CALIFORNIA	Contact Person Fran Telechea		
Mailing Address 5200 N LAKE ROAD	Title DIRECTOR OF CONSTRUCTION SERVICES		
City MERCED	State CA	Zip 95343	Phone (209) 228-4404

III. CONTRACTOR INFORMATION

Contractor	Contact Person		
Mailing Address	Title		
City	State	Zip	Phone () -

IV. NEW CONSTRUCTION PROJECT INFORMATION

Project No 900290			
Project Name Classroom & Academic Office Building	University's Representative		
Physical Address/Location	Latitude	Longitude	County
City (or nearest City) Merced	Zip	Site Phone Number () -	Emergency Phone Number () -
A. Total size of construction site area: ___ Acres	B. Total area to be disturbed: ___ Acres (% of total ___)		
C. Percent of site imperviousness (including rooftops): Before Construction: ___% After Construction: ___%			
D. Tract Number(s): ___,	E. Mile Post Marker:		
F. Is the construction site part of a larger common plan of development or sale? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	G. Name of plan or development: UNIVERSITY OF CALIFORNIA, MERCED CAMPUS	H. Construction commencement date: ___/___/___	
I. Percentage of site to be mass graded:	J. Projected construction dates: Complete grading: ___/___/___ Complete project: ___/___/___		
K. Type of Construction (Check all that apply):			
1. <input type="checkbox"/> Residential 2. <input type="checkbox"/> Commercial 3. <input type="checkbox"/> Industrial 4. <input type="checkbox"/> Reconstruction 5. <input type="checkbox"/> Transportation 6. <input type="checkbox"/> Utility Description: 7. <input type="checkbox"/> Other (Please List):			

V. IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

A. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (check one)

A SWPPP has been prepared for this facility and is available for review:
Date Prepared: ___/___/___ Date Amended: ___/___/___

A SWPPP will be prepared and ready for review by (enter date): ___/___/___

A tentative schedule has been included in the SWPPP for activities such as grading, street construction, home construction, etc.

B. MONITORING PROGRAM

A monitoring and maintenance schedule has been developed that includes inspection of the construction BMPs before Anticipated storm events and after actual storm events and is available for review.

If checked above: A qualified person has been assigned responsibility for pre-storm and post-storm BMP inspections to identify effectiveness and necessary repairs or design changes. YES NO

Name: _____ Phone: () - _____

C. PERMIT COMPLIANCE RESPONSIBILITY

A qualified person has been assigned responsibility to ensure full compliance with the Permit, and to implement all elements of the Storm Water Pollution Prevention Plan including:

1. Preparing an annual compliance evaluation. YES NO
Name: _____ Phone: () - _____

2. Eliminating all unauthorized discharges. YES NO

VI. VICINITY MAP AND FEE (must show site location in relation to nearest named streets, intersections, etc.)

Have you included a vicinity map with this submittal? YES NO

UC Merced pays annual fee; no fee required by Contractor

VII. CONTRACTOR CERTIFICATION

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a Storm Water Pollution Prevention Plan and a Monitoring Program Plan will be complied with."

Printed Name: _____

Signature: _____ Date: _____

Title: _____

THE NEXT SECTION TO BE COMPLETED BY UNIVERSITY'S REPRESENTATIVE

VIII. UNIVERSITY CERTIFICATION

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a Storm Water Pollution Prevention Plan and a Monitoring Program Plan will be complied with."

Printed Name: _____

Signature: _____ Date: _____

Title: _____

**EXHIBIT 37
MATERIAL SUBSTITUTION PROPOSAL**

TO (NAME): _____
 PROJECT: **NORTH BOWL PARKING PHASE 2** PROJECT No.: **906550**

- A. We hereby submit for your consideration the following product instead of the specified item:
1. Section: _____
 2. Article Number: _____
 3. Specified Item: _____
 4. Proposed Substitution (Mfg., Type, Model, etc.): _____

- B. Complete all of the following:
1. Does this substitution offer University a cost credit (including costs for changes by other subcontractors)?
 Yes No How much? \$ _____

List of Subcontractors, if any that may be affected by the substitution.	
Name	Trade

2. Does this substitution offer earlier delivery or less Contract Time?
 Yes No
 How much and why? _____
3. How does this substitution affect any dimensions, layout, or details of other subcontractors as shown on the Drawings?

4. What are the specific differences between this substitution and the specified item?

- C. Attach the following as applicable (Check if attached):
1. Manufacturer's technical data
 2. Laboratory test or performance results
 3. Drawings & wiring diagrams of the proposed product
 4. Drawings & description of changes required by other subcontractors
 5. Samples
 6. Manufacturer's guarantee & maintenance instructions

D. Submitted by Contractor: _____

Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and Applicable Code Requirements.

Signature: _____ Date: _____

E. University Review Decision:

For Use Only by University's Representative			
Accepted	Rejected	Revise and Resubmit	See Attached

University's Representative

Signature: _____ Date: _____

EXHIBIT 39
WASTE MANAGEMENT PLAN
CONSTRUCTION/MAINTENANCE/ALTERATION AND DEMOLITION PROJECTS

Project Name: NORTH BOWL PARKING PHASE 2

Project No.: 906550

Name of Company: _____

Contact Person: _____

Telephone: _____

Project Site Location: _____

Project Type: New Construction Demolition
 Maintenance/Alteration

Project Size (in sqft): _____

	Pre-Project		Project Updates		
			For Period: _____ to _____		
1 Materials	2 Estimated Generation		3 Recycled/Salvaged/Disposed		4 Disposal Location
	Cubic Yard(s)	Metric Ton(s)	Cubic Yard(s)	Metric Ton(s)	
Total					

*Attach proposed Recycling & Waste Bin Location plan for approval by University Representative.

Signature _____ Title _____ Date _____

- Column 1: "Material" – Enter materials targeted for recycling and/or salvage and include a category for waste materials requiring disposals
- Column 2: "Estimated Generation" – Enter estimated volumes (cu. yd.) or quantities (metric tons) of recyclable and waste materials generated and state number of salvageable items
- Columns 3: "Recycled/Salvaged/Disposed" – Enter volumes (cu. yd.) or quantities (metric tons) of materials recycled and disposed and state number of items salvaged
- Column 4: "Disposal Location" – Enter end-distribution of recycled, salvaged and disposed materials

EXHIBIT 40
WASTE MANAGEMENT REPORT
CONSTRUCTION/MAINTENANCE/ALTERATION AND DEMOLITION PROJECTS

Project Name: NORTH BOWL PARKING PHASE 2

Project No.: 906550

Name of Company: _____

Contact Person: _____

Telephone: _____

Project Site Location: _____

Project Type: New Construction Demolition
 Maintenance/Alteration

Project Size (in sqft): _____

Pre-Project	Project Updates		
	For Period: _____ to _____		
1 Materials	3 Recycled/Salvaged/Disposed		4 Disposal Location
	Cubic Yard(s)	Metric Ton(s)	
Total			

Signature _____ Title _____ Date _____

- Column 1: “Material” – Enter materials targeted for recycling and/or salvage and include a category for waste materials requiring disposals
- Column 2: “Recycled/Salvaged/Disposed” – Enter volumes (cu. yd.) or quantities (metric tons) of materials recycled and disposed and state number of items salvaged
- Column 3: “Disposal Location” – Enter end-distribution of recycled, salvaged and disposed materials



Letter of Instruction

Detailed, Grouped by Each Number

NORTH BOWL PARKING PHASE 2
5200 N Lake Rd
Merced CA 95343

Project # 906550
Tel: 209 228-4479 Fax: 209 228-4468

University of California, Merced

Number: 001

Date: 5/9/2012

To:

From: University of California, Merced
Fran Telechea
5200 North Lake Road
Merced, CA 95343

Subject	Type	Reason
---------	------	--------

NORTH BOWL PARKING PHASE 2

Location	Reference	Not To Exceed Cost
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0

Description

The following information is hereby issued as a clarification or interpretation of the Contract Documents. This is a clarification or interpretation only and not intended to change the scope of the Work, the Contract Sum, or the Contract Time.

Signature

Signed Date

Prolog Manager

Printed on: 5/9/2012

PM2008UCMerced

Page 1 of 1

November 5, 2004
Revision: 3.1/2.1/1.2
LF/SF/BF:EX41

Exhibit 41
Letter of Instruction

CONTRACTOR / SUBCONTRACTOR DAILY REPORT

Contractor /Subcontractor: _____

Daily Details

Date: ____ / ____ / _____

Temperature: A.M. ____ °F P.M. ____ °F

Weather: _____

Manpower *(List Quantity)*

Project Managers: _____ Other: _____

Superintendents: _____ Other: _____

Non-Working Foremen: _____ Other: _____

Working Foremen: _____ Other: _____

Journeymen: _____ Other: _____

Apprentices: _____ Other: _____

Laborers: _____ Other: _____

Subcontractors on Site: _____

Work Performed in Each Area: _____

**Equipment
Rented/Used:**

**Shortages/Discrepancies
of Delivered Materials:**

Delays/Problems:

**Unsafe or Hazardous
Conditions:**

Questions:

Last Safety Meeting

Date: ___ ___/ ___ ___/ ___ ___ ___

Topic: _____

Number of Additional Sheets Attached: _____

Signed: _____
Printed
Name: _____
Title: _____

HOT WORK PERMIT

**BEFORE INITIATING HOT WORK, ENSURE PRECAUTIONS ARE IN PLACE!
MAKE SURE AN APPROPRIATE FIRE EXTINGUISHER IS READILY AVAILABLE!**

This Hot Work Permit is required for any operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch-Applied Roofing, and Cadwelding

INSTRUCTIONS

1. Verification below is to be completed by a qualified person.
2. The completed original is to be presented to the inspector prior to commencing work.
3. Must also be submitted to C.M. 24 hours before work is started to insure proper notifications are made.

HOT WORK BEING DONE BY:

UCM Employee

Contractor: _____

Date: _____ W.O.# _____

Start Time: _____

Location / Building / Floor _____

Nature of Job / Object _____

Name of Person Doing Hot Work _____

I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for work.

Signed: _____

Permit Expires	Date	Time
		AM PM

Fire Detection Disabled Reactivated

Date / Time _____ _____

Initial: _____ _____

**THIS PERMIT IS GOOD FOR
ONE DAY ONLY**

Ref: -

Inspection No. -

REQUIRED PRECAUTIONS CHECKLIST

- Automatic Fire Detection Disabled?
- Available sprinklers, hose streams, and extinguishers are in service/operable?
- Hot work equipment is in good repair?

Requirements within 10 m (35 feet) or work:

- Flammable liquids, dust, lint, and oil deposits removed?
- Explosive atmosphere in area eliminated?
- Floors swept clean?
- Combustible floors wet down, covered with damp sand or fire-resistant sheets?
- Remove other combustibles where possible. Otherwise protect with fire-resistant tarpaulins of metal sheets?
- All wall and floor openings covered?
- Fire-resistant tarpaulins suspended beneath work?

Work on walls or ceiling / enclosed equipment:

- Construction is non-combustible and without combustible covering or insulation?
- Combustibles on other side of walls moved away?
- Danger exists by condition of heat into another area?
- Enclosed equipment cleaned of all combustibles?
- Containers purged of flammable liquids/vapors?

Fire Watch / Hot Work area monitoring:

- Fire watch will be provided during and for 30 minutes after work, including any coffee or lunch breaks?
- Fire watch is supplied with suitable extinguishers?
- Fire watch is trained in use of this equipment? And is sounding alarm?
- Fire watch may be required for adjoining areas, above and below?
- Monitor hot work area 30 minutes after job is completed.

Other precautions taken:

- Confined space entry permit required?
- Area protected with smoke or heat detection?
- Ample ventilation to remove smoke/vapor from work area?
- Lockout / tagout required?

NORTH BOWL PARKING PHASE 2

UNIVERSITY OF CALIFORNIA, MERCED
MERCED, CALIFORNIA
PROJECT NO.: 907057

EXHIBIT 43 – WELDING/HOT WORK PERMIT

**Requests for
Inspections and/or Tests**

Initial Inspection No.: _____ (CM)

NORTH BOWL PARKING PHASE 2
5200 N Lake Rd

Project No.: 906550
Tel: 209-228-4485

University of California – Merced
Fax: 209-228-4300

Date of Request: _____ Person Accompanying Inspector: _____

Date of Inspection: _____ Cell Phone: _____

Installing Company: _____ Requested Time: _____ Reference # _____

Description

System / Discipline

Location – Items to Be Inspected

Quality Control

Verified by: _____ on _____ (date).

IOR's Observations

Items Passed

Items Failed

Signature _____

Signed Date _____

NOTICE OF COMPLETION, UNIVERSITY OWNS LAND AND IMPROVEMENTS

WHEN RECORDED, MAIL TO:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on the _____ day of _____, 20__, the Work on the NORTH BOWL PARKING PHASE 2 Project was completed. The name of the owner is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "The Regents." The address of The Regents is University of California, Office of the President, 1111 Franklin St. 6th Floor, Oakland, California, 94607-5200. The Regents is the owner in fee simple of the real property commonly known as: {Building name, if any}, {Building number i.e. CAAN}, {Names of streets abutting project, if any, and street address, if any}, {Facility name e.g. campus, laboratory, etc.}, {City in which project is located}, {County in which project is located} and of all improvements and buildings thereon including the above-named Project. The name of the original Contractor is: {Insert name of original Contractor}.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: _____

I, _____, say that I am the _____ of the Merced Campus of the University of California, and as such, make this verification on behalf of The Regents, a corporation; and that I have read the above Notice of Completion and know the contents thereof and that the facts stated therein are true. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20 , at _____.

(Signature)

(Note: See attached optional Notary Acknowledgment)

Note: California Civil Code section 9208 provides that a Notice of Completion in the form required by Civil Code secs. 8100-8118, 8182 "shall be accepted by the recorder for recording and is deemed duly recorded without acknowledgment." Nevertheless, clerks in the county recorder's office may be unused to accepting any document without an acknowledgment, so it may be easier to have the document acknowledged, even though unnecessary.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, my hand and official seal.

Signature

My Commission expires: _____

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

- A. Scope of Work: The work to be done includes all labor, tools and equipment necessary to furnish and install all materials and equipment shown on the drawings and described herein and to perform tests described herein, to provide complete and operating systems to the extent specified and shown on the Drawings. The CM/Contractor shall furnish all equipment, material and supplies, except where specifically noted as existing or as supplied by The University. The University is the Regents of the University of California.
- B. The North Bowl Parking Lot Phase 2 project will provide approximately 810 new parking places on a single parcel of land in the new Campus North Neighborhood, which currently is a semi-undeveloped area east of the existing Facilities Services and the campus Central Plant located in the North Campus neighborhood.

1.2 PROJECT PHASING

- A. Work Phases:
 - 1. CM/Contractor shall provide Phase 1 pre-construction services as described in Exhibit 2 Scope of Work.
 - 2. CM/Contractor shall provide Phase 2 construction phase work in a single phase. Final Completion of the project will be within 120 calendar days from Notice to Proceed for the Phase 2. CM/Contractor shall provide Phase 2 construction services as described in Exhibit 2 Scope of Work and Exhibit 20 CM/Contractor Provided General Conditions to Subcontractors.
- B. The Work will be completed to allow maximum use by the University for Fall 2016 Semester.
- C. Within Phase 2 Contract Time the Work shall complete as follows:
 - 1. **Construction Phase 1** – Complete for University use and occupancy the areas defined as “Rough Grading for Overflow/Staging for Events and/or Fleet Parking” and “Additive Alternate Gravel Parking Stalls” no later than July 15, 2016. Liquidated damages in the amount of \$2,500/day will be associated with this Milestone.
 - 2. **Construction Phase 2** – Complete for University use and occupancy the access Road to each parking area no later than August 1, 2016. Liquidated damages in the amount of \$1,500/day will be associated with this Milestone

2. **Construction Phase 3** – Complete for University use and occupancy the areas defined as “Parking Stalls 331 Standard, 12 Accessible, and 7 Motorcycle for a total of 350 Stalls” no later than August 1, 2016. Liquidated damages in the amount of \$1,500/day will be associated with this Milestone.

1.3. SCHEDULING

- A. CM/Contractor is to develop Contract Schedules as described in Section 01 31 45. CM/Contractor will be required to perform its work in accordance with a Detailed Project Schedule approved by the University’s Representative to be developed, updated, and maintained by the General Contractor after award of the Contract. General Contractor will be required to provide specified scheduling information necessary for the development, updating, and maintenance of the Detailed Project Schedule such that the schedule meets all occupancy and completion milestones.

1.3 FINAL COMPLETION

- A. Final Completion shall be applicable to the entire work as required by Article 4 of the Contract Agreement.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 11 00

**SECTION 01 21 00
ALLOWANCES**

PART 1 – GENERAL

1.1 ALLOWANCES REQUIREMENTS

- A. Included in the Contract Sum are all Allowances stated below. Items covered by Allowances shall be supplied for such amounts and by such persons or firms as University's Representative may direct.
- B. The following shall apply, unless otherwise provided in the Contract Documents:
 - 1. Allowances shall cover the cost to General Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
 - 2. General 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 contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances.
 - 3. Unless otherwise provided herein, 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 General 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 full amount listed below.

1.2 DESCRIPTION OF ALLOWANCES

- A. Allowance No. 1 - Utilities: \$20,000 for payment of electric and water utilities as required by Section 01 51 00. Include this amount in the lump sum bid.
- B. Allowance No.2 – Traffic Control \$50,000 for payment of traffic control materials, equipment and documents for University's Representative approval. Traffic Control shall be in accordance with Section 01 35 00 Special Requirements and shall follow CalTrans requirements. Include this amount in the lump sum base bid.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 21 00

SECTION 01 22 00
UNIT PRICES

PART 1 - GENERAL (NOT USED)

1.1 DESCRIPTION

- A. Unit Price quotations shall be inserted in the appropriate spaces in the Bid Form for each Unit Price item of Work described herein.
- B. Unit Prices stated in the Agreement shall be used to compute adjustments of the Contract Sum for approved Unit Price items of Work. Such adjustments shall be made by Change Order (Exhibit 12).
- C. Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the Unit Price Work with adjacent Work; and shall include all overhead and profit. General Contractor shall accept compensation computed in accordance with the Unit Prices for work installed in place as full compensation for furnishing such Work.
- D. Compensation will be paid for those items of Work described in below, Unit Prices.

1.2 SPECIFIED WORK (NOT USED)

- A. Applicable Sections of the Specifications describe the materials and methods required under the various Unit Price items of Work.

1.3 UNIT PRICES (NOT USED)

- A. List of Unit Price Items and Descriptions

1.4 ADVANCED COORDINATION (NOT USED)

- A. Immediately notify University's Representative when conditions require the use of Unit Price items of Work.
- B. The applicability of, measurement methods for, documentation of, and the final adjustment of the Contract Sum for Unit Price items of Work shall be determined by the University's Representative.
- C. After performing Unit Price items of Work as directed by University's Representative, General Contractor shall take necessary measurements in the presence of University's Representative and shall submit calculations of quantities to University's Representative for approval. General Contractor shall notify University's Representative 1 day in advance of taking measurements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 22 00

**SECTION 01 23 00
ALTERNATES**

PART 1 - GENERAL

1.1 ALTERNATES REQUIREMENTS

- A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement.
- B. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.
- C. Except as otherwise specifically provided by University, the Work described in Alternates shall be completed with no increase in Contract Time.
- D. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2-33 of the Specifications for technical descriptions of the Alternates.
- E. Coordinate related Work and modify surrounding Work as required to properly and completely integrate the Alternates into the Work.
- F. The General Contractor shall quote prices for the Alternates listed below in the space provided therefore on the Bid Form. The General Contractor shall be responsible for determining exact quantities of materials involved with the Alternates. Work for the Alternates shall be in strict accordance with the Specifications and Drawings.

1.2 BIDS REQUIRED

Base Bid: The Base Bid consists of all items indicated and/or specified in the Drawings, Specifications and/or Bid Form. The costs for Additive Alternates will be added to the Base Bid, and the costs for Deductive Alternates will be subtracted from the Base Bid.

1.3 DESCRIPTION OF ALTERNATES

- A. Alternate No.1: **To Be Determined**

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 23 00

SECTION 01 25 00
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

- 1.1 GENERAL PROVISIONS REGARDING SPECIFICATION OF PRODUCTS, MATERIAL OR EQUIPMENT BY BRAND OR TRADE NAME.
- A. Products, material or equipment specified by both brand or trade name and model number are approved for use, provided the CM/Contractor complies with all Contract requirements. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment can be used without modification, to meet the requirements of the plans and specifications; CM/Contractor shall, at its sole cost, modify such products, material, or equipment so that they comply with all requirements of the plans and specifications.
 - B. The first-named product, material or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first-named one may require modifications of that design. If CM/Contractor uses any product, material or equipment other than the first-named one, CM/Contractor shall, at its sole cost:
 - 1. Make all revisions and modifications to the design and construction of the Work necessitated by the use the product, material or equipment.
 - 2. Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of the Work, the work of Separate Contractors, or any other property or operations of the University.
 - C. When a product, material or equipment specified by brand or trade name is followed by the words "or equal," a substitution may be permitted if the substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and if the substitution complies with all other requirements of the plans and specifications.
 - D. A product, material or equipment specified by brand or trade name followed by the words "or equal, no known equal," signifies that University does not have sufficient knowledge to specify a product, material or equipment, other than the one specified by brand or trade name, that is suitable for use on the Project. The use of the words "no known equal" is not intended to discourage substitution requests in accordance with the requirements specified herein.
 - E. When catalog numbers and specific brands or trade names not followed by the designation "or equal" are used in conjunction with a product, material or equipment required by the specifications, substitutions will not be allowed and the named product, material or equipment must be used.
 - F. Specification of a product, material or equipment by brand or trade name and model number is not a representation or warranty that the product, material or equipment is available; CM/Contractor should confirm, prior to submitting its Bid, the availability of any product, material or equipment specified by brand or trade name and model number.

- G. **COMPLETE AND ACCEPTABLE SUBSTITUTION** SUBMITTALS SHALL BE DELIVERED TO THE UNIVERSITY'S REPRESENTATIVE NO LATER THAN 35 DAYS FROM THE NOTICE TO PROCEED. SUBMITTALS MAY BE REQUIRED SOONER THAN 35 DAYS IF THE NOTICE TO PROCEED WAS DELAYED BY THE CM/CONTRACTOR OR IF REQUIRED BY EARLY ACTIVITIES INDICATED ON THE PRELIMINARY MASTER PROJECT SCHEDULE.

1.2 SPECIAL REQUIREMENTS FOR PRODUCTS, MATERIAL OR EQUIPMENT, OTHER THAN THE FIRST-NAMED PRODUCT, MATERIAL OR EQUIPMENT, SPECIFIED BY BOTH BRAND OR TRADE NAME AND MODEL NUMBER.

- A. In addition to complying with all other submittal requirements of the Contract, submit within 5 days after the date of commencement specified in the Notice to Proceed, for review and approval by the University's Representative, CM/Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriate licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment. If no revisions or modifications are necessary, submit within 5 days after the date of commencement specified in the Notice to Proceed, a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. CM/Contractor shall utilize the first-named product, material or equipment if CM/Contractor fails to make the appropriate required submittal pursuant to this paragraph within the 5-day period.
- B. A product, material or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number may be used if no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. If such revisions or modifications are necessary, the product, material or equipment may be used only if the revisions or modifications are approved in writing by the University's Representative. CM/Contractor has the burden of demonstrating, through the procedures specified herein, that any such revisions or modifications will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, CM/Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility or appearance of the Project or any portion of the Project.

1.3 SPECIAL REQUIREMENTS FOR SUBSTITUTIONS.

- A. In addition to complying with all other submittal requirements of the Contract, submit written data demonstrating that the proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and otherwise complies with all requirements of the plans and specifications, including:
1. Complete technical data including drawings, performance specifications, samples, and test reports of the article proposed for substitution.

2. Statement by CM/Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and Applicable Code Requirements.
 3. List of Subcontractors, if any, that may be affected by the substitution.
 4. CM/Contractor prepared specifications and drawings, including design and engineering calculations, prepared by an appropriately licensed professional, depicting all revisions and modifications to the design and construction of the Work necessitated by the use of the substitution. If no revisions or modifications are necessary, submit a written representation that no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment.
- B. At the request of and within the timeframes specified by the University's Representative:
1. Submit samples as deemed necessary by the University's Representative to evaluate the proposed substitution.
 2. Submit proposed substitution to tests deemed necessary by the University's Representative to evaluate the proposed substitution. Such tests shall be made by an independent Testing Laboratory and at the sole expense of CM/Contractor, after review and approval of the test procedures by University's Representative. If re-testing is deemed necessary by the University's Representative to evaluate the proposed substitution, such re-testing shall be made by an independent Testing Laboratory at the sole expense of the General Contractor.
 3. Provide any additional information deemed necessary by the University's Representative to evaluate the proposed substitution.
- C. If University's Representative, in reviewing a proposed substitution, requires revisions or corrections to be made to previously accepted shop drawings and supplemental supporting data to be resubmitted, CM/Contractor shall do so within the time period specified by the University's Representative. A proposed substitution may be rejected if CM/Contractor fails to submit such revisions, corrections, or supplemental supporting data within the specified time period.
- D. Except for products, material or equipment designated in the Bidding Documents for evaluation of substitutions prior to award, requests for substitution, including the data required by Paragraph 1.3.A, must be submitted to the University's Representative not later than 35 days after the date of commencement specified in the Notice to Proceed. No requests for substitutions of products, material or equipment subject to the 35-day deadline shall be considered unless the request and supporting data is submitted on or before the deadline, except those deemed, in University's Representative's sole opinion, to be necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.
- E. If a product, material or equipment is designated in the Bidding Documents for evaluation of substitutions prior to award, then a request for substitution of the product, material or equipment, including the data required by Paragraph 1.3.A, must be submitted by the deadline specified in the Bidding Documents. Because of time constraints, only one submittal will be allowed for each such substitution request. Requests for substitutions of products, material or equipment designated for evaluation prior to award may not be made after the deadline specified in the Bidding Documents, and such

requests be shall not be considered unless the request and supporting data is submitted on or before the deadline specified in the Bidding Documents. Notwithstanding the forgoing, the University may consider, after award of the Contract, requests for substitution of a product, material or equipment designated for evaluation prior to award where, in University's Representative's sole opinion, a substitution is necessary because (i) previously specified or approved manufactured products, material or equipment are no longer manufactured, (ii) of University initiated change orders, or (iii) it is in the best interest of University to accept such substitution.

- F. In reviewing the supporting data submitted for substitutions, University's Representative will use, for purposes of comparison, all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications. If more than 2 submissions of supporting data are required, the cost of reviewing the additional supporting data shall be at CM/Contractor's expense.
- G. CM/Contractor has the burden of demonstrating, through the procedures specified herein, that its proposed substitution is equal to or superior to the first-named product, material or equipment in quality, utility and appearance and complies with all other requirements of the plans and specifications. If revisions or modifications to the design or construction of the work are necessitated by the use of the substitution, CM/Contractor also has the burden of demonstrating, through the procedures specified herein, that the use of the substitution will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project.
- H. The University's Representative may refuse to approve any requested substitution where, in the reasonable opinion of the University's Representative, CM/Contractor has failed to demonstrate, through the procedures specified herein, that the proposed substitution is equal to, or superior to, the first-named product, material or equipment, in quality, utility and appearance and that the proposed substitution complies with all other requirements of the plans and specifications.
- I. University's Representative may reject any substitution not proposed in the manner and within the time limits prescribed herein.
- J. Substitutions are not allowed unless approved in writing by the University's Representative. Any such approval shall not relieve CM/Contractor from the requirements of the Contract Documents.
- K. The 35-day and 5-day submittal periods do not excuse CM/Contractor from completing the Work within the Contract Time or excuse CM/Contractor from paying liquidated damages if Final Completion is delayed.
- L. If revisions or modifications to the design or construction of the Work are necessitated by the use of a substitution, the substitution may be used only if the revisions and modifications are approved in writing by the University's Representative. The University's Representative may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the University's Representative, CM/Contractor has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility and appearance of the Project or any portion of the Project.

- M. If a substitution request is finally rejected by the University Representative, CM/Contractor shall furnish and install:
1. the first-named product, material, or equipment; or
 2. a product, material, or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number, provided CM/Contractor complies with the submittal requirements (including deadlines) of subsection 1.2 above.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 25 00

SECTION 01 26 13
REQUESTS FOR INFORMATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This section contains the procedures to be followed by the CM/Contractor for submitting requests for clarification or additional information.

1.2 PROCEDURES

A. Notification by the CM/Contractor:

1. Submit all requests for clarification and/or additional information in writing to the University's Representative using the Request for Information (RFI) form (Exhibit 32).
2. RFI's not completely and correctly filled out by the CM/Contractor will not be answered. Impacts to the Project arising from the CM/Contractor's failure to properly submit RFI's are the CM/Contractor's sole responsibility.
3. Number RFI's sequentially. Submit a new RFI for each new question. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI shall be '001.' The second RFI shall be '002.' The first resubmittal of RFI 002 shall be '002-001.'

- B. Limit each RFI to one subject and one subject only. RFI's addressing more than one subject will not be answered.

C. Submit RFI's if one of the following conditions occur:

1. CM/Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
2. CM/Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.
3. CM/Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

D. Non Compliant RFI's

1. RFI's will not be recognized or accepted if, in the opinion of the University's Representative, one of the following conditions exist:
 - a. The CM/Contractor submits the RFI as a request for substitution.
 - b. The CM/Contractor submits the RFI as a submittal.
 - c. The CM/Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Documents.
 - d. The CM/Contractor submits the RFI in manner that suggest that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
 - e. The CM/Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work or related trades.
2. If over 10% of the RFI's received from the CM/Contractor are found to fall into these categories, the CM/Contractor will be back charged the cost to the University of the

additional effort required to respond to these inappropriate questions. Such back charges may include expenses incurred by the University's Design Professional as determined by the University's Representative. Said back charges will be deducted from the Contract Sum.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 Requests for Information

- A. CM/Contractor shall ask for any clarification or request for information immediately upon discovery. CM/Contractor shall submit RFI's in a reasonable time frame so as not to affect the project schedule while allowing the full response time described below. RFI's shall include:
 - 1. Specification Section or Drawing Number and Detail impacted.
 - 2. Address impacts to schedule and cost.
 - 3. Suggest possible solutions to fit field conditions, if appropriate.
- B. Response Time:
 - 1. The University's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to the CM/Contractor within a reasonable time frame. In most cases, RFI's will receive a response within 14 days. In some cases, this time frame may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing between the University's Representative and the CM/Contractor.
 - 2. Should the CM/Contractor proceed with the Work affected before receipt of a response from the University's Representative, any portion of the Work which is not done in accordance with the University's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and the General Contractor shall be responsible for all resultant losses.
- C. Failure to Agree: In the event of failure to agree as to the scope of the Contract requirements, the CM/Contractor shall follow procedures set forth in the General Conditions.

END OF SECTION 01 26 13

SECTION 01 31 00
PROJECT COORDINATION

PART 1 - GENERAL

1.1 COORDINATION REQUIREMENTS

- A. CM/Contractor shall coordinate the Work and shall not delegate responsibility for coordination to any Subcontractor.
1. CM/Contractor shall anticipate the interrelationship of all Subcontractors and their relationship with the Work.
 2. CM/ Contractor shall resolve differences or disputes between Subcontractors concerning coordination, interference, or extent of the Work between Sections.
 3. CM/Contractor shall coordinate the Work of Subcontractors so that portions of the Work are performed in a manner that minimizes interference with the progress of the Work.
 4. CM/Contractor shall not obstruct spaces and installations that are required to be clear by Applicable Code Requirements.
 5. CM/Contractor shall not cover any piping, wiring, ducts, or other installations until they have been inspected and approved and required certificates of inspection issued.
 6. CM/Contractor shall remove and replace all Work that does not comply with the Contract Documents. Repair or replace any other Work or property damaged by these operations with no adjustment of Contract Sum.
 7. CM/Contractor shall coordinate all portions of the Work requiring careful coordination in order to fit in space available. Before commencing such portions of the Work, prepare supplementary drawings for review by the University's Representative.
 8. CM/ Contractor shall ensure that anchorage, blocking, joining, and other detailing are provided as required.
- B. Electrical and Mechanical Coordination
1. Routing and Coordination of underground Site Utilities
 - a. CM/Contractor shall schedule and coordinate the Work of all site water, sanitary sewer, storm drain, electrical, telecommunications, hydronic, and other utilities Subcontractors having installation responsibilities within the limits of work, with respect to the sequence of Work and the allocation of space among the trades. The planned sequence of Work in such areas and any proposed departure from it affecting or potentially affecting coordination of the overall installation shall be brought promptly, in writing, to the attention of the University's Representative.
 - b. As soon as practical and in no case starting later than 15 days after the Notice to Proceed, the CM/Contractor and above named Subcontractors, shall participate in a meeting for the preparation of coordinating site water, sanitary sewer, storm drain, electrical, telecommunications, hydronic, and other utilities will fit within the limits of work. These utilities will be fully coordinated one with the other as well as with architectural and structural components of the

Work. This effort shall be in accordance with the Coordination Process Article of the Instructions to Bidders.

- 1) The CM/Contractor shall within 15 days after the Notice To Proceed commence and manage the initial coordination with mechanical, plumbing, fire protection, security, telephone/data, , and electrical Subcontractors who shall then begin participating in regular coordination meetings.
- 2) After all conflicts, interferences and associated issues are resolved, the CM/Contractor shall then develop a final composite drawing showing the agreed upon routing, layout and placement of all piping, conduit, valves, panels, lighting fixtures and all other major mechanical and electrical installations. In preparing the final composite drawing, any supplementary drawings shall be created as well to accurately communicate the as-built condition. These final composite drawings shall then be signed off by each of the Subcontractors, indicating their awareness and agreement with the indicated routings, layouts and their interrelationship with the other work and systems of all other Subcontractors. After sign-off, no unauthorized deviations will be permitted and if made without written agreement of the University's Representative, this unauthorized work will be removed and corrected by the CM/Contractor at no additional cost to the University. Furthermore, no extra compensation will be paid or additional time allowed relating to any system or component installed without proper coordination between all the trades involved. If any improperly coordinated work or work installed that is not in accordance with the approved coordinated composite model requires additional work by other trades, the costs of all such additional work shall be borne by the CM/Contractor.
- 3) After the final composite drawings have been agreed upon and signed by the CM/Contractor and all Subcontractors, the CM/Contractor shall reproduce copies and distribute the drawings for reference purposes to each of the participating Subcontractors and the University's Representative. Other Subcontractors responsible for supplementary composite drawings as previously indicated herein shall provide their information for the CM/Contractor's distribution. The University's Representative, CM/Contractor and each Subcontractor shall retain the record copies of final composite drawings as working references. All shop drawings and fabrication models, prior to their submittal to the University and their design consultants, shall be compared with the record composite model/drawings and developed accordingly by the responsible Subcontractor. The CM/Contractor with the participation of Subcontractors shall be responsible for the up-to-date maintenance of their record copies of the composite model and to keep one copy available at the site. Any such revision to the drawing(s), which may become necessary during the progression of work shall be communicated to the

CM/Contractor and shall be accurately recorded during construction and in a record model and associated drawings at the completion of work by the CM/Contractor. The University, the CM/Contractor and each Subcontractor shall utilize the composite drawings and any subsequent revisions in the development of their as-built model and drawings. The Final Composite BIM Model and Drawings are to be submitted as part of the Closeout Record Documents.

- c. Should unavoidable conflicts be encountered during the preparation or review of the Shop Drawings, or during construction, they shall be promptly brought to the attention of the University's Representative, in writing, for resolution.
- d. Where the Drawings are diagrammatic, showing only the general arrangement of the systems, CM/Contractor shall have responsibility for the fitting of materials and equipment to other parts of the equipment and structure, and to make adjustments as necessary or required to resolve space problems, preserve service room, and avoid architectural and structural elements and the Work of other trades. CM/Contractor may be required to identify certain areas to relocate installations within the spaces depicted on the Drawings, e.g., ductwork may be shifted within the space shown to accommodate other systems. Such functional relocations shall not be deemed a change to the requirements of the Contract. In the event a major re-routing of a system appears necessary, CM/Contractor shall prepare and submit for approval, Shop Drawings of the proposed rearrangement.
- e. Because of the diagrammatic nature and small scale of the Drawings, all necessary offsets, adjustments, and transitions required for the complete installation are not shown. CM/Contractor shall carefully investigate the structural and finish conditions affecting all the Work and shall arrange such Work accordingly, furnishing such fittings, equipment, valves, accessories, etc., as may be required to meet such conditions, at no additional cost to the University.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 31 00

**SECTION 01 31 19
PROJECT MEETINGS**

PART 1 - GENERAL

1.1 CM/CONTRACTOR PRECONSTRUCTION CONFERENCE(S)

- A. Prior to commencement of Work, a preconstruction conference will be conducted by the University's Representative to discuss procedures that are to be followed during performance of the Work.
- B. Location: As designated by University's Representative.
- C. Attending shall be:
 - 1. University's Representative.
 - 2. CM/Contractor's Project Manager
 - 3. CM/Contractor's Project Site Superintendent.
 - 4. Subcontractors, as appropriate or as requested by the University's Representative.
 - 5. Others as appropriate or as requested by the University's Representative.

1.2 BILLING MEETINGS

- A. Monthly billing meeting shall be conducted by University's Representative each month prior to submittal of the Application For Payment (Exhibit 6).
- B. Location: As designated by University's Representative.
- C. Attending shall be:
 - 1. University's Representative.
 - 2. University's Inspection Team.
 - 3. Others as appropriate or as requested by the University's Representative.

1.3 OAC (OWNER, ARCHITECT, CONSTRUCTION MANAGER) PROGRESS MEETINGS

- A. Weekly progress meetings will be held to discuss and resolve field problems. The University's Representative shall conduct these meetings.
- B. Location: At University's Representative job trailer and via conference call.
- C. Attending shall be:
 - 1. University's Representative.
 - 2. University's Consultants (optional)
 - 3. University's Design Professional and Design Professional's Consultants as appropriate.
 - 4. Others as appropriate or as requested by the University's Representative.

1.4 PREPATORY MEETINGS AND PRE-INSTALLATION CONFERENCES

- A. The University's Representative will conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction or when required in technical Specification Section.
- B. Attendance will be required of parties directly affecting, or affected by, or involved in the installation and its coordination or integration with other materials and installations that

have preceded or will follow the particular item of work or activity under consideration. Parties attending the conference shall be qualified and authorized to act on behalf of entity each represents.

- C. Conference Schedule: Schedule conference to assure a sufficient amount of time prior to the scheduled work or activity under consideration so that any concerns, problems or disagreements can be resolved without delaying the Project. Notify the University's Representative 7 days in advance of meeting date.
- D. The University's Representative will make physical arrangements for conferences, prepare agenda, preside at conferences, record minutes, and distribute copies within two days after conference to the University's Representative, the Project Inspector, conference participants and those affected by the decisions made at the conference. The University's Representative will record in the minute's significant discussions and agreements and disagreements.
- E. Do not proceed with the work or activity if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.

1.5 GUARANTEES, BONDS, WARRANTIES AND SERVICE/OPERATION AND MAINTENANCE CONTRACTS/DATA REVIEW MEETING

- A. Eleven months following the date of Substantial Completion, a meeting shall be conducted by the University's Representative for the purpose of reviewing the guarantees, bonds, and service and maintenance contracts for materials and equipment. The CM/Contractor shall take action as appropriate to implement repair or replacement of defective items, and to extend service and maintenance contracts as required.
- B. Attending shall be:
 - 1. University's Representative.
 - 2. University's Consultants, as appropriate.
 - 3. University's Design Professional and Design Professional's Consultants as appropriate.
 - 4. CM/Contractor superintendent(s) whom will be managing the project from on site.
 - 5. Subcontractors, as appropriate or as requested by the University's Representative.
 - 6. Others as appropriate or as requested by the University's Representative.

1.6 LEAN SCHEDULING AND PULL-PLANNING MEETINGS

- A. The University Representative will be utilizing the "Last Planner System" to develop and implement a phased schedule that supplements and supports the Master Schedule included within the bid documents.
 - 1. This will require time commitment from officers and supervisors of CM/Contractor and all Subcontractors.
 - 2. CM/Contractor will be required to provide their input and commitment to the final schedule.
 - 3. There will be a workshop held prior to the start of construction where the process will be explained in detail and the Master Project Schedule reviewed.

Periodically “pull planning” sessions will be held to refine and expand on the detail in the Master Project Schedule. These sessions will require the contractor’s superintendents and foreman to brainstorm and create detailed activities and resource requirements that support the Master Schedule.

B. Attending shall be:

1. University’s Representative.
2. University’s Consultants (optional).
3. University’s Design Professional and Design Professional’s Consultants as appropriate (optional)
4. CM/Contractor superintendent(s) whom will be managing the project from on site.
5. Subcontractors, as appropriate or as requested by the University’s Representative.
6. Others as appropriate or as requested by the University’s Representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 31 19

SECTION 01 31 42
CM/CONTRACTOR SCHEDULES

PART 1 - GENERAL

1. CM/CONTRACTOR SCHEDULE

The CM/Contractor is to utilize the “Last Planner System” to develop and implement a phased schedule that supplements and supports the Preliminary Master Project Schedule as defined in this section. This will require time commitment from officers and supervisors of the CM/Contractor and all Subcontractors. The CM/Contractor and all Subcontractors will be required to provide their input and commitment to the final schedule.

A. Pull Planning Sessions

1. There will be a workshop held prior to the start of construction where the process will be explained in detail and the CM/Contractor’s Preliminary Master Project Schedule reviewed.
2. Periodically “pull planning” sessions will be held to refine and expand on the detail in the Preliminary Master Project Schedule.
3. These sessions will require the CM/Contractor and Subcontractor’s superintendents and foreman to brainstorm and create detailed activities and resource requirements that support the Preliminary Master Project Schedule.
4. After the CM/Contractor and all Subcontractors agree to each other’s input, all parties will commit to this updated schedule.

B. Submit

1. Six week look-ahead schedules will be reviewed and updated each week and will be the basis of a Weekly Work Plan (WWP).
2. The CM/Contractor will be required to submit their WWP on a weekly basis prior to that week.

C. Form

1. The WWP will consist of a production plan in which quantity goals as well as weekly manpower requirements established consistent with meeting the overall project schedule.
2. Prepare the WWP in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time and in accordance with the Preliminary Master Project Schedule.

D. Activities

1. The WWP will consist of a production plan in which quantity goals as well as weekly manpower requirements established consistent with meeting the overall project schedule.
2. Identify all holidays, including University holidays, and non-working days on the WWP.

3. During the Pull Planning Sessions the CM/Contractor and each Subcontractor will identify all Work activities in correct sequence for the completion of the Work. Work activities will include the following:
 - a. Major Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or University's prior approval.
 - b. System test dates.
 - c. Scheduled overtime Work if required by Contract Documents.
 - d. Dates designated for working spaces, storage areas, access, and other facilities to be provided by University.
 - e. Dates orders and decisions from University on designated items are due.
 - f. Dates for delivery of University-furnished equipment.
 - g. Dates for University-furnished utilities.
 - h. Connection and relocation of existing utilities.
 - i. Connection to or penetrating existing structures.
 - j. Scheduled inspections as required by Codes, or as otherwise specified.
4. During the Pull Planning Sessions the CM/Contractor and each Subcontractor will identify all Work activities that constitute the critical path.
 - a. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of one or more of the milestones specified in this Section or the scheduled completion of the Work, or both. All other Work activities are defined as non-critical Work activities and are considered to have float.

1.2 PRELIMINARY MASTER PROJECT SCHEDULE

- A. The Preliminary Master Project Schedule shall be utilized for monitoring progress of the Work and represent a practical plan to complete the Work within the Contract Time.
- B. The Preliminary Master Project Schedule will identify the following milestone events:
 1. Refer to the Preliminary Master Project Schedule shown in the Bidding Documents for milestone activities listed in Section 01 31 45 Contractor Schedules.
- C. The Preliminary Master Project Schedule will identify all holidays and non- working days.
- D. Updating.
 1. The Preliminary Master Project Schedule and WWP will be monitored and updated each week during the construction phase by the whole project team.
 2. Monitoring and evaluation will cover not only future activities; but completed activities will be evaluated from a "lesson learned" perspective in order to improve on future planning activities.
 3. Project team members will be held accountable for meeting these goals.
 4. No Applications For Payment will be processed nor shall any progress payments become due until updated information is accepted by University's Representative.

1.3 TIME CONTROL

- A. Set up control procedures so that approved schedules are adhered to. CM/Contractor's responsibility is to properly notify University's Representative of anticipated and actual time delays (refer to General Conditions).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 31 42

**SECTION 01 31 45
CONTRACT SCHEDULES**

PART 1 - GENERAL

1.1 PRELIMINARY CONTRACT SCHEDULE

- A. Within the time stated in the Notice of Selection as Apparent Lowest Responsible Bidder, CM/Contractor shall submit a preliminary work plan or schedule of proposed operations to the University's Representative for approval. This schedule shall acknowledge the full contract duration as well as significant known contract constraints. In preparation of the plan or schedule, the CM/Contractor shall make due allowance for and include the following:
1. Preparation of equipment and material submittals for review.
 2. Procurement schedule.
 3. Construction and installation schedule.
 4. Major milestones.
 5. Commissioning
 6. Training
- B. Form
1. Prepare the Preliminary Contract Schedule in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time.

1.2 PROJECT OR CONTRACT SCHEDULE

1. Within 30 working days of receipt of the Notice to Proceed, the CM/Contractor shall submit a detailed project schedule. This Detailed Project Schedule shall incorporate the first 90 calendar days of contract Work as shown in the accepted Preliminary Contract Schedule.
2. Form:
 - a. The Detailed Contract Schedule shall be CPM (Critical Path Method), using PDM (Precedence Diagram Method) method of scheduling, with time scaled diagrams (plots) and tabular charts.
 - b. The Detailed Contract CPM Schedule when approved by the University, shall serve as the contract schedule for the project.
 - c. The Detailed Contract CPM Schedule duration shall conform to the full contract duration; and may include one or more float activities, to show full accounting of the Contract Time.
 - d. Prepare the Detailed Contract Schedule in sufficient detail to demonstrate serious planning for the Work and to represent a practical plan to complete the Work within the Contract Time.
 - e. Identify all holidays, UC Merced finals weeks and non-working days.
 - f. Critical Work activities are defined as Work activities that, if delayed or extended, will delay the scheduled completion of 1 or more of the milestones

specified in this Section or the scheduled completion of the Work, or both. All other Work activities are defined as non-critical Work activities and are considered to have float.

- g. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion of the Work, or both. Neither the CM/Contractor nor the University shall have an exclusive right to the use of float. The party using float shall document the effect on the updated Contract Schedule.

B. Content:

1. The Contract Schedule shall identify all Work activities in correct sequence for the completion of the Work. Work activities shall include the following:
 - a. Major CM/Contractor-furnished equipment, materials, and building elements, and scheduled activities requiring submittals or University's Representative's prior approval.
 - 1) Show dates for the submission, review, and approval of each such submittal. Dates shall be shown for the procurement, fabrication, delivery, and installation of major equipment, materials, and building elements, and for scheduled activities designated by the University.
 - 2) A minimum of 14 days shall be allotted for University's Representative to review each submittal.
2. Date mobilization complete.
3. System test dates.
4. Scheduled overtime Work if required by Contract Documents.
5. Dates CM/Contractor requests designated workspaces, storage area, access, and other facilities to be provided by the University.
6. Dates CM/Contractor requests orders and decisions from the University on designated items.
7. Dates CM/Contractor requests University-furnished equipment.
8. Dates CM/Contractor requests University-furnished utilities.
9. Dates CM/Contractor requests road closures.
10. Mock-up construction and reviews
11. Connection and relocation of existing utilities including utility shutdowns.
12. Connecting to or penetrating existing structures.
13. Scheduled inspections as required by Codes, or as otherwise specified.
14. Milestone activities showing the point of substantial completion and final completion for each stage of the work, if designated in the Contract Documents, shall be included in The Preliminary Contract Schedule, Contract Schedule, and updates.

C. Presentation

1. Network Logic Diagrams

- a. The Contract Schedule shall include all construction and demolition activities, procurement of equipment components and major off-site fabricated items, through the entire construction phase, including pre-commissioning and job close out. Completion or "Punch List" work shall be included in the Contract Time.
 - b. The Contract Schedule shall include a complete sequence of construction, in adequate detail for the planning and coordination of the Work. Unless approved by the University's Representative, there shall be no activities shown with durations in excess of 10 working days.
 - c. The Contract Schedule shall be depicted in the form of precedence diagramming method (PDM) and shall be segregated or divided into bands of activities to reflect the CM/Contractor's scheduling areas and/or phasing of all construction and procurement activities.
 - d. The PDM Diagram may be divided into a number of separate pages with suitable notation relating to the interface points from one page to the other. Individual pages shall not exceed 30 by 42 inches.
 - e. Each activity shall be drawn so that the early start and early finish dates (or actual dates) are clearly indicated. The schedule plot also shall show the dates in tabular form.
 - f. Each activity shall reflect at least the following information:
 - 1) Description of the work.
 - 2) Activity duration (in work days).
 - 3) Activity number.
 - 4) Activity relationship and float.
 - g. All activities shall be shown, distinguishing critical
 - h. Critical path activities, non-critical activities and milestone activities.
 - i. For large schedules, a summary page shall be provided indicating the major milestones. The summary page shall include a legend that clearly identifies all symbols used within the CPM PDM Diagram. The summary page shall include an index listing all sheets within each sub-network.
 - j. Graphic schedules shall be accompanied by electronic data files of the network, showing all activities, durations, dependencies and constraints. The files shall be provided on CD-ROM, MS Windows format.
2. Tabular Computer Reports
- a. Accompanying the Construction Schedule, the Contractor shall submit various computer generated tabular reports as further described within this Section.
 - b. As requested by the University's Representative, the Contractor will be required to submit additional Schedule and Cost Reports.
- D. Computer System and Computer Generated Tabular Reports:
1. The computer system selected shall be based on PRIMAVERA/PRIMAVISION®, or equal.
 2. The computer software employed by the University's Representative will be capable of:
 - a. Numeric or Alpha/Numeric activity numbering.
 - b. Activity coding's (to facilitate selecting groups or groupings of activities), with at least a 6-position alpha/numeric code.

- c. Activity description field of at least 48 characters.
 - d. Reporting capabilities that allow sorting of a group or groupings of activities to generate various computer tabular reports and, establishing various planning schedules, as well as bar graphs.
 - e. Identifying any user assigned constraint; e.g., start not earlier than on the printout, adjacent to the activity.
 - f. Activity coding to allow graphic presentation in Gantt or PERT chart format.
3. Computer generated tabular reports:
- a. Construction Schedule tabular reports shall include the activity number, activity description, duration, remaining duration, percent complete, early start date, early finish date, late start date, late finish date, total float, precedence relationships, lead/lag values and shall correlate work days to schedule dates. If the activity is completed or in progress, it shall have actual start or actual finish dates in lieu of the planned dates. The following sorts are required:
 - 1) A Schedule of all activities, sorted by activity number, with the CPM Logic.
 - 2) A Schedule of all activities, sorted by early start date without the CPM Logic.
 - 3) A Schedule of all activities, sorted by total float without the CPM Logic.
 - 4) When requested, a Schedule of all activities showing successors, predecessors and constraints.
 - b. Computer generated bar graphs of all activities. The following sorts are required:
 - 1) Sorted by early start only.
 - 2) Sorted by trade and/or responsibility, by early start.
 - c. Computer generated milestone schedule.
- E. Submission
1. Upon receipt, the University's Representative shall review the, Detailed Contract Schedule; the University's Representative and the CM/Contractor shall meet to jointly review the Schedule.
 2. If the Schedule is found to be acceptable, the schedule will then be approved by the University's Representative as the Baseline Construction Schedule (Contract Schedule).
 3. If the CM/Contractor or the University's Representative determines the Contract Schedule to be in need of revision, within 10 working days thereafter, the CM/Contractor shall revise and resubmit the Schedule to the University's Representative for approval, and, upon acceptance thereof, the Schedule shall be approved as the Baseline Construction Schedule (Contract Schedule).
- F. Distribution:
1. University's Representative, Electronic file and 3 copies.
 2. CM/Contractor's Superintendent.
- G. Updating:

1. CM/Contractor shall update the Contract Schedule reflecting progress as of the end of the month and shall submit to the University's Representative for approval by no later than the tenth day of the following month. The updates shall be made as follows:
 - a. The schedule update shall consist of updated CPM Schedule reports similar to the Baseline Construction Schedule. The CPM Schedule reports shall report progress based upon percent complete of actual time and remaining duration. If the CM/Contractor is behind schedule, or requests an extension to the Contract time, the Contract Schedule must be updated and submitted for review in support of the request. Contract Schedules must be updated any time that delays or a change in scheduled work occurs.
 - b. The updated Contract Schedule shall reflect an up-to-date status of the contract work as completed, and materials furnished and in permanent place that qualify for payment.
 - c. The updated Contract Schedule shall reflect the true effect of all processed change orders for the progress month. Subject to the provisions stated in the General Conditions, the CM/Contractor will be granted an extension to the contract time for the cumulative effect any approved change orders have had on the critical path; refer to General Conditions for the prerequisites for entitlement to a time extension.
 - d. The updated Contract Schedule shall include all delays for the progress month. Subject to the provisions stated in the General Conditions, the CM/Contractor will be granted an extension to the contract time for the cumulative effect any excusable delay(s) had on the critical path. No time extension will be granted for a claimed delay, unless the CM/Contractor can demonstrate to the satisfaction of the University's Representative the claimed delay affected the controlling operation or operations of the project. To receive an extension to the contract time, the following conditions must be met:
 - 1) Written notice has been provided, within 7 days of the delay.
 - 2) The written notice meets the notice requirements as outlined in the General Conditions.
 - 3) The CM/Contractor has met the conditions of the General Conditions, all of which are prerequisites for entitlement of an extension of the contract time. The CM/Contractor may submit, with the written notification or with the updated Construction Schedule, a CPM sub-net sketch that delineates the activities that were affected by the delay and the effect the delay had on the critical path. No time extension will be granted if the CM/Contractor has not met the requirements of the General Conditions, or if the CM/Contractor has not satisfactorily demonstrated that the claimed delay affected the critical path. Accordingly, all delays not incorporated into the updated Construction Schedule shall be deemed denied by the University.
2. At the updating, in addition to the above, the CM/Contractor shall provide short interval schedule reports, which include:
 - a. A bar graph spanning 1 month prior to the datum line to 2 months beyond the datum line.
 - b. A "Four-Week Look Ahead" or predicated status report, covering the work within the next 4 week period, with activities sorted by early start.

3. The CM/Contractor shall provide an Accompanying Narrative Report as needed to explain changes to the schedule, changes to the critical path and shall include a list of critical activities that require action from the University's Representative. The Accompanying Narrative Report shall include a listing of all delays that affected the critical path and shall clearly explain the impact the claimed delay(s) had on the critical path and shall include an account audit of days lost/gained.
4. Other conditions under which additional schedule updating will be required are as follows:
 - a. When delay in completion of any work items or sequence of work items result in an indicated extension of the project completion.
 - b. When delays in submittals or deliveries or work stoppages known to the CM/Contractor are encountered that make re-planning or rescheduling of the work necessary.
 - c. When the schedule does not represent the actual prosecution and progress of the work.
5. Subject to all other requirements of the Contract Documents, nothing in these requirements shall be deemed to be a usurpation of the CM/Contractor's authority and responsibility to plan and schedule the Work.
6. Distribute copies as required for initial distribution and monthly distribution.

1.3 RECOVERY PLAN

If CM/Contractor is behind schedule by more than ten (10) calendar days for any stage of work, based on the updated Contract Schedule after incorporating all approved time extensions, CM/Contractor shall submit to The University's Representative within five (5) working days of notification of such delay, a "Recovery Plan." The Recovery Plan shall be based on proposed revisions to Contract Schedule for the next sixty (60) calendar day period and shall show how CM/Contractor intends to bring the work back on schedule. The Recovery Plan shall also include a written description of the measures that CM/Contractor intends to take without additional cost to The University to regain schedule compliance. The Recovery Plan activities shall be identified according to their relationship to activities on the accepted schedule.

- A. Should CM/Contractor fail to submit and execute such Recovery Plan, The University shall have the option to require CM/Contractor to employ any or all measures that The University deems fit to regain schedule compliance without additional cost to The University.
- B. The Recovery Plan submitted by CM/Contractor, upon acceptance by The University's Representative, shall be incorporated into the Contract Schedule during the next update.
- C. CM/Contractor will be required to submit a Recovery Plan for each update that indicates that the work progress is more than ten (10) calendar days behind schedule.
- D. Should CM/Contractor dispute the determination of The University's Representative regarding the status on Contract delay, such dispute shall not relieve the CM/Contractor of the responsibility to comply with the requirements of this Section and other related Sections until the dispute is resolved per Article 4 of the General Conditions.

1.4 TIME CONTROL

- A. Set up control procedures so that approved schedules are adhered to. CM/Contractor's responsibility is to properly notify University's Representative of anticipated and actual time delays (refer to General Conditions).
- B. Time extension requests shall be submitted in accordance with the provisions of General Conditions.
- C. The CM/Contractor's time extension request shall be reviewed and evaluated by the University's Representative. A request for the extension shall be deemed denied if not responded to by University's Representative within 21 days.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 31 45

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Shop Drawings, Product Data, and Samples shall be submitted to the University's Representative only in connection with proposed substitutions or when specifically required by the Specifications. CM/Contractor will, however, be required to certify in writing that materials to be provided will be as specified by individual Specification Sections. The University's Representative will not review any other such submittals. Product Data and Samples for proposed substitutions shall be submitted to University's Representative in accordance with Section 01 25 00 Product Options and Substitutions. CM/Contractor shall be responsible for obtaining copies of Shop Drawings, Product Data, and Samples as it may require for its own use.

1.2 RELATED REQUIREMENTS

A. Definitions

1. The terms "Shop Drawings" and "Product Data" as used herein also include, but are not limited to fabrication, erection, layout and setting drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams as well as all other drawings and descriptive data pertaining to materials, equipment, piping, duct, conduit systems, and methods of construction as required to show that the materials, equipment, or systems and the positions thereof conform to the Contract Documents.
2. As used herein, the term "manufactured" applies to standard units usually mass-produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relationship to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relationship to physical spaces in the structure.

B. Manufacturer's Instructions

1. Where any item of Work is required by the Contract Documents to be furnished, installed, or performed in accordance with a specified product manufacturer's instructions, General Contractor shall procure and distribute the necessary copies of such instructions to the University's Representative and the General Contractor shall furnish, install, or perform the Work in strict accordance therewith.

C. Submittal Schedule

1. The minimum time required by University's Representative and University's Design Professional to review and process Shop Drawings, Product Data and Samples shall be 18 days after receipt.
2. The CM/Contractor shall submit a schedule for submission of Shop Drawings, Product Data, and Samples (the "Submittal Schedule"). The schedule shall include the CM/Contractor's time to process the submittal(s), and the time required for review by the University's Representative and University's Design

Professional. The schedule shall be agreed upon by the University's Representative, the University's Design Professional, and the CM/Contractor in order that submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner. All required submittals shall be initially submitted no later than 2 months after the Notice to Proceed.

3. CM/Contractor shall prepare the Submittal Schedule in the form contained in the Submittal Schedule (Exhibit 9) and coordinate it with the Contract Schedule. No submittals will be processed prior to University's Representative and University's Design Professional receiving and approving the Submittal Schedule, unless an exception is made by the University's Representative.
4. In preparing the Submittal Schedule, the CM/Contractor must first determine from the Contract Schedule the date the particular item is needed for the Work. Working backwards, the CM/Contractor will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal. CM/Contractor shall be responsible for the impact to the schedule resulting from submittals that do not conform to contract requirements. CM/Contractor shall make reasonable allowances in the Submittal Schedule for the re-submittal of items that do not conform to contract requirements.
5. The Submittal Schedule shall be adjusted to meet the needs of the construction process and the Contract Schedule. Submit 2 copies of the Submittal Schedule after it is completed and each time it is updated by the CM/Contractor.

1.3 SHOP DRAWINGS

- A. Present information required on Shop Drawings in a clear and thorough manner. Identify details by reference to drawing and detail, schedule and/or room numbers shown and specified.
- B. The CM/Contractor shall prepare Shop Drawings that comply with the Requirements of Section 01 78 39 Project As-Built Documents.

1.4 PRODUCT DATA

- A. Preparation
 1. Clearly mark each copy to identify pertinent products or models.
 2. Show performance characteristics and capacities.
 3. Show dimensions and clearances required.
 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams
 1. Modify the standard schematic drawings and other diagrams to delete information that is not applicable to the Work.
 2. Supplement standard information to provide information specifically applicable to the Work.
 3. Clearly indicate manufacturer's model or part number intended for Project.
- C. Material Safety Data Sheets
 1. Material Safety Data Sheets (MSDS) shall be submitted for all hazardous substances so defined by the State of California. MSDS shall also be provided for all substances

furnished under this contract that are not available to the general public from retail outlets; e.g., paints, coatings, lacquers, varnishes, sealers, removers, thinners, solvents, adhesives, cleaners, acids, putty, fillers, disinfectants, fungicides, pesticides, gases, oils, lubricants, treatments, liquid-applied flooring, etc.

1.5 SAMPLES

- A. Samples shall be of sufficient size and quality to clearly illustrate the following:
 - 1. Functional characteristics of the products with integrally related parts and attachment devices.
 - 2. Full ranges of color, texture and pattern or as specified by the University's Representative.
 - 3. Or as specified.
- B. Field Samples and mock-ups
 - 1. Erect at the Project site, at a location as directed by the University's Representative;
 - 2. Size: As specified;
 - 3. Fabricate each Sample and mock-up to be complete and fully finished;
 - 4. Remove mock-ups at conclusion of the Work;
 - 5. Or as specified.

1.6 LEED™ SUBMITTAL INFORMATION

- A. All information noted in Section 01 81 13 LEED® Requirements shall be noted on Exhibit 49, LEED NC v3.0 Product Data Submittal Data Form of every submittal including , but not limited to:
 - 1. Distance in miles from final assembly location to project site;
 - 2. All recycled content information;
 - 3. All FSC certified wood information;
 - 4. All electric, natural gas and water efficiency information;
 - 5. VOC and other LEED® related issues.
- B. Any submittals not containing this information on the cover will be rejected.

1.7 CM/CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Review, edit as appropriate, and stamp Shop Drawings, Product Data, and Samples prior to submission. Submittals shall clearly show that they have been reviewed by the CM/Contractor for conformance with the requirements of the Contract Documents and for coordination with other Sections. CM/Contractor's stamp and signature shall indicate that the submittal has been reviewed by the CM/Contractor for conformance with the Contract requirements. Submittals that do not comply with this paragraph shall not be reviewed.
- B. Determine and verify
 - 1. Field measurements.
 - 2. Field construction criteria.

3. Catalog numbers and similar data.
 4. Conformance with Contract Documents.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the University's Representative and University's Design Professional in writing, at time of submission, of any changes in the submittals from requirements of the Contract Documents.
- E. Do not proceed with fabrication or Work that requires submittal review approval.

1.8 SUBMITTAL REQUIREMENTS

A. The CM/Contractor shall:

1. Submit items in a group or in a sequence which provide the University's Representative with sufficient information to review items of Work which require coordination with each other. Submissions that do not provide sufficient information to review items of Work requiring coordination with each other shall be returned to the CM/Contractor for re-submittal.
2. Submit submittals promptly in timely manner to avoid delay in the Work or in the Work of any Separate Contractor.
3. Submit a completed Exhibit 38 Submittal Approval Form with every submittal.
4. Submit new samples as required for initial submittal.

B. Number of Submittals Required

1. Shop Drawings: Submit blue line reproductions (as requested) and an electronic file of shop drawings to the University's Representative. The University's Representative shall return (1 blue line reproduction only as necessary) an electronic copy with review comments to the CM/Contractor. Verify quantity required for each shop drawing prior to submission.
2. Project Data and Non-Reproducible Submittals: Submit copies (as requested) and an electronic file to the University's Representative. The University's Design Professional shall return 1 copy with review comments to the CM/Contractor. Verify quantity required for each shop drawing prior to submission.
3. Samples and Non-Reproducible Submittals: Submit number as specified in individual Specification Section(s) to University's Representative.
4. University requires submittals to be submitted electronically in the format of AUTOCAD® (latest version available at date of Bid). Files must be ORIGINAL.DWG format. Electronic media must be CD-ROM. One set of original plots must be provided with the electronic media.
 - a. Drawings are to use a specified title block, orientation and north arrow provided by the University.
 - b. All actual Drawings are to be done on Model space and plot set up/title block are on Paper space.
 - c. Shop Drawing size should be 30"x 42" unless is requested differently by the University's Representative.
 - d. All Cross references within the same AUTOCAD® Drawing must be bound.

- C. Submittals shall contain:
1. A unique number. Submittal Numbering shall be by specification number with incremental numerical suffix as necessary for each resubmission. For example, the first submittal of a specification section will be 'XX XX XX-001'. The second submittal will be 'XX XX XX-001-2'. Actual date of submission, date of submission as shown on Submittal Schedule, date response due, and dates of any previous submissions.
 2. Project name and number.
 3. Contract identification.
 4. The names of:
 - a. CM/Contractor.
 - b. Subcontractor.
 - c. Supplier.
 - d. Manufacturer.
 - e. Bid Package Number if applicable.
 5. Identification of the product with the Specification Section number.
 6. Field dimensions clearly identified as such.
 7. Relation to adjacent or critical features of the Work or materials including interaction with work of other trades.
 8. Reference standards such as American Society for Testing and Materials (ASTM) or Federal Specification (FS) numbers.
 9. Identification of changes from requirements of the Contract Documents.
 10. Identification of revisions on re-submittals. Note any departures from the Contract Documents or changes in previously reviewed submittals that were not commented upon by the University's Representative.
 11. An 8 by 3 inch blank space for review stamps.
 12. CM/Contractor's stamp, initialed or signed, certifying to the review of the submittal; verification of materials field measurements and conditions; and compliance of the information within the submittal with requirements of the Work and of the Contract Documents.
 13. CM/Contractor shall submit submittal(s) with transmittal provided by the University's Representative.
- D. Resubmission Requirements
1. Shop Drawings and Product Data
 - a. Note any departures from the Contract Documents or changes in previously reviewed submittals that were not commented upon by the University's Representative.
 - b. University's Representative and the University's Design Professional will review a total of 2 submittals for the same item at no cost to the CM/Contractor. The cost for the review of more than 2 submittals of the same item shall be deducted from the Contract Sum.
 2. Samples: Submit samples as required for review/approval.
- E. Distribution
1. Reproduce and distribute copies of Shop Drawings and Product Data that carry the University's Representative's review stamp, to the following locations:
 - a. CM/Contractor's Project site file.
 - b. Record documents file maintained by the CM/Contractor.
 - c. Separate General Contractors.
 - d. Subcontractors.

- e. Supplier, manufacturer or fabricator.
 2. Distribute Samples that carry the University's Representative's review stamp as directed.
 3. Provide electronic copies of Shop Drawings and Product Data that have the final approved review stamp to the University's Representative for file.
- F. University's Representative and the University's Design Professional will review CM/Contractor's submittals, such as Shop Drawings, Product Data and Samples, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CM/Contractor as required by the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 33 23

**SECTION 01 35 00
SPECIAL REQUIREMENTS**

PART 1 - GENERAL

1.1 DEFINITION OF PROJECT SITE

- A. CM/Contractor's use of the Project site for the Work and storage is restricted to the areas designated on the Drawings.
- B. The Project site is located at University of California, Merced Campus, 5200 N. Lake Rd. Merced CA 95344.

1.2 WORK HOURS

- A. No Work shall be done outside of standard Monday through Friday 7:00 A.M. to 5:00 P.M. working hours, on holidays or weekends unless prior written approval has been obtained from the University's Representative.

1.3 SITE INGRESS AND EGRESS

- A. CM/Contractor shall use the Project Access Road off of Lake Road at Ranchers Road as shown on the Site Logistics Plan.
- B. CM/Contractor shall construct and maintain temporary access roads and laydown areas as shown on the Site Logistics Plan. All temporary access roads shall comply with all applicable laws, regulations & permit requirements.

1.4 SITE RESTRICTIONS

A. OUT OF BOUNDS AREAS

- 1. Little Lake
 - a. The CM/Contractor shall not permit any personnel or construction vehicle to approach within 100 feet of Little Lake except with the prior written approval of the University's Representative.
 - b. The CM/Contractor shall ensure that no personnel shall use the Lake to fish, swim or for other non-construction activities.
 - c. The CM/Contractor shall ensure that no run-off shall enter the Lake except as indicated on the Drawings.
 - d. The CM/Contractor shall ensure that no construction garbage, detritus, waste or debris (whether solid or liquid) of any type shall enter the Lake.
- 2. Merced Irrigation District
 - a. The CM/Contractor shall not permit any personnel or construction vehicle to approach within 50 feet of the Fairfield Canal and the penstock between Le Grand and Fairfield Canals except with the prior written approval of the University's Representative.
 - b. The CM/Contractor shall ensure that no personnel shall use the Fairfield Canal or the penstock between Le Grand and Fairfield Canals to fish, swim or for other non-construction activities.

- c. The CM/Contractor shall ensure that no run-off shall enter the Fairfield Canal or the penstock between Le Grand and Fairfield Canals except as indicated in the Contract documents.
- d. The CM/Contractor shall ensure that no construction garbage, detritus, waste or debris (whether solid or liquid) of any type shall enter the Fairfield Canal or the penstock between Le Grand and Fairfield Canals.

1.5 ROADS

- A. Existing roads and existing or planned construction roads shall be used for construction access within the limits defined herein.
- B. CM/Contractor shall take all necessary precaution to insure the safety of University Students, Faculty and Visitors at all times.
- C. CM/Contractor must obtain prior written approval from the University's Representative to block streets or parking areas at any time.
- D. The CM/Contractor shall clear all roads (including Lake Road), parking areas and sidewalks affected by the CM/Contractor's operations. This will include the immediate removal of dust, dirt, or any other debris or detritus so that roads and sidewalks are maintained in a safe and usable condition.

1.6 PARKING

- A. All parking locations and arrangements must be coordinated and approved by University's Transportation and Parking Services (TAPS) prior to the start of work.
- B. A parking permit and fee to utilize the University of California, Merced (UCM) parking facilities will be required for all areas. Parking permits can be purchased on a monthly basis at a fee of \$31 per month per vehicle. Contact Transportation and Parking Services (TAPS) at (209) 228-4548 or visit the Facilities modular behind Central Plant for information on obtaining permits and increases in parking fees. A valid permit must be displayed at all times by all vehicles while parking on campus, whether in fenced construction areas or not.
- C. The CM/Contractor shall not permit any personnel to park within the construction site or construction yard. Parking will be limited to a maximum of one company insured vehicle on site or within the construction yard.
- D. On-street parking is not permitted in areas not designated for parking or construction.
- F. Vehicles found to be on university property without a valid permit, will be cited. Fines range from \$50.00 for no permit to \$445.00 for parking in a handicapped stall without a valid blue tag.

1.7 TRAFFIC CONTROL

- A. The CM/Contractor shall adopt all practical means to minimize interference to traffic. Access to other facilities under construction shall be maintained at all times. The CM/Contractor shall provide a schedule of any activity that will impact traffic, or any

planned closing of the streets, for approval by the University's Representative and shall give a minimum of 14 working days notice before closing any street or access.

- B. CM/Contractor shall furnish at CM/Contractor's expense all barricades, lights, and other devices and means necessary to control traffic and shall maintain these devices at all times to protect the public and/or Work.
- C. It is the responsibility of the CM/Contractor performing Work on or adjacent to a highway to install and maintain such devices as are necessary to provide safe passage for the traveling public through the Work, as well as for the safeguard of workers. Before Work begins, traffic control plans for handling traffic through a construction or maintenance Project shall be submitted to and approved by the University's Representative and public agency or authority having jurisdiction over the highway, in accordance with Chapter 5 of the CalTrans Traffic Manual.
- D. The CM/Contractor shall comply with the provisions of 01 35 40 Environmental Mitigation.
- E. The CM/Contractor shall ensure that all of the General Contractor's activities that affect traffic control, road use, materials delivery, equipment delivery, rights of way and preservation of 3rd party access rights are coordinated with those of all Separate Contractors.

1.8 SURROUNDING SITE CONDITION SURVEY

- A. Prior to commencing the Work, CM/Contractor, and University's Representative shall tour the Project site together to examine and record damage to existing adjacent buildings, campus streets and city streets, bicycle paths, sidewalks, and all other improvements. This record shall serve as a basis for determination of subsequent damage due to CM/Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to the University's Representative.

1.9 INTERRUPTION OF BUILDING SERVICES

- A. Planned utility service shutdowns shall be accomplished during periods of minimum usage. In some cases this will require Work activities before 8:00 A.M. and after 5:00 P.M. and weekend Work, at no additional cost to the University. At least 7 working days advance notice shall be given to the University's Representative before interruptions to utility service (refer to Exhibit 33 Utility Interruption/Shut Down Request) and other interferences with use of existing buildings, surrounding hardscape and roads.
- B. Shutdowns critical to the completion of the project shall be listed as Milestones on the project schedule. The CM/Contractor shall program Work so that service will be restored in the minimum possible time, and shall cooperate with the University in reducing shutdowns of utility systems.
- C. The University reserves the right to deny shutdown requests based on scheduled work load, research projects, and usage of surrounding buildings or other activities planned on campus.

1.10 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show, if applicable, existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other utilities that are known to the University.
- B. CM/Contractor shall locate all known existing installations before proceeding with construction operations that may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired at no additional cost to the University.
- C. Existing underground structures and utilities shall be kept in service unless prior approval to interrupt or shutdown service is obtained from University's Representative. If damaged, they shall be repaired by the CM/Contractor with no adjustment of Contract Sum or Contract Time.
- D. The CM/Contractor shall coordinate all Work with the operations of separate Contractors as needed. This shall include, but not be limited to, the responsibility of the CM/Contractor to coordinate with University's separate Site Infrastructure Phase 4 Contractor installing underground utilities, Ansel Adams and Ranchers Road street improvements, sidewalks and streetlights. Such coordination should take place prior to any excavation or trenching operations by the CM/Contractor.
- E. If any other structures or utilities are encountered, the CM/Contractor shall request University's Representative to provide direction on how to proceed with the Work.
- F. If any structure or utility is damaged by the CM/Contractor, the CM/Contractor shall take appropriate action to ensure the safety of persons and property.
- G. No Work is to be performed on energized electrical equipment unless scheduled with the University's Representative. The University reserves the right to specify specific conditions for all Work involving energized high-voltage electrical equipment.
- H. CM/Contractor shall uncover, prior to any earthwork for new construction, all existing piping where crossings, interferences or connections are shown on the Drawings, from 1 foot below proposed construction limit to the existing ground surface. Any variation in the actual elevations and the indicated elevations shall be brought to the University's Representative's attention. If the CM/Contractor does not expose all existing utilities, General Contractor shall not be entitled to additional compensation for Work necessary to avoid interferences.
- I. If interferences occur at locations other than the general locations shown on the Drawings, and such utilities are damaged before their locations have been established, or create an interference, the CM/Contractor shall notify the University's Representative and a method for repairing the damage or correcting the interference shall be supplied by the University's Representative. Payment for additional Work due to interferences not shown on the Drawings shall be in accordance with the General Conditions.
- J. Care shall be exercised to prevent damage to adjacent facilities including walks, streets, curbs, and gutters; where equipment will pass over these obstructions suitable planking

shall be placed. Damaged facilities, due to the CM/Contractor operations, shall be removed and replaced at the CM/Contractor's expense.

1.11 PROTECTION OF PERSONNEL

- A. CM/Contractor shall take proper precautions to ensure the safety of all persons at all times during the construction period.

1.12 PROJECT SITE SECURITY

- A. The CM/Contractor shall install and maintain 8' high chain link site security fencing and gates as shown on the Site Logistics Plan. Fencing at the building perimeter shall include black shade screen to shield construction activities from view. CM/Contractor shall be responsible for keeping areas involved in this Work locked and secure at all times when Work is not in progress.
- B. All persons working on the Project site shall receive a site safety briefing and Natural Resource Awareness Training from the University prior to being allowed to start work.

1.13 CONSTRUCTION STAGING & MULTIPLE CONSTRUCTION CONTRACTS

- A. The following describes the scheduling of the Work and the coordination required for the Work done by Separate Contractors:
 - 1. The University reserves the right to let other construction contracts.
 - 2. The following projects may be in progress at times during this project:
 - a. CAOB
 - 3. Disagreements between the CM/Contractor and other Separate Contractors about concurrent use of Work areas or access to the Project site which are not resolved by the participants shall be referred to the University's Representative and the CM/Contractor agrees to abide by the University's Representative's determination as to concurrent use or priority of access and to perform its Work in compliance with the University's Representative's resolution at no additional cost to the University.
- B. All material and equipment for construction operations shall be brought in and the Work so conducted as to avoid any interference with existing University facilities or their normal operations, and with concurrent construction Work by other Separate Contractors.

1.14 FINAL EXAM SCHEDULE

- A. CM/Contractor shall be advised that academic finals week takes place on the UC Merced campus during May, August and December of each year. During these periods of time, students are involved in intensive testing relative to their academic course work. During these periods of time, noise level generated as a result of construction activity must be kept to a minimum. CM/Contractors will be expected to Work with the University's requirements to achieve a level of noise that is acceptable to the University. Actual

schedule for finals weeks during each year will be coordinated with CM/Contractor following the issuance of the Notice to Proceed.

1.15 WORK SITE DECORUM

- A. Extreme care to limit noise and odors shall be taken at all times. Loud or unnecessary conversation shall be avoided. The playing of radios tapes, or compact discs shall be strictly prohibited.
- B. CM/Contractor shall control the conduct of its employees and those of its subcontractors and suppliers so as to prevent interaction initiated by said employees with University of California Merced students, staff, or other individuals (except those associated with the Project), on or adjacent to the Project site. Without limitation, unwanted interaction by these employees includes whistling at, motioning toward, or initiating conversations with passersby. In the event that any employee initiates such unwanted interaction, or utilizes profanity, CM/Contractor shall, either upon request of University's Representative or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the University.
- C. **Smoking and tobacco products are prohibited on University property, including but not limited to; chew tobacco, cigarettes and e-cigarettes.** Firearms are prohibited on University property.
- D. Alcoholic beverages are prohibited on University property unless the prior written approval of the University's Representative is obtained.
- E. Pets are prohibited on the Project site.

1.16 PUBLICITY

- A. CM/Contractor shall not release any information, story, photograph, plan or drawing relating to the Project to anyone, including press or other public communications medium, except as submitted and approved for release by the University's Representative.

1.17 PROJECT SIGN

- A. No signs or advertisements will be permitted on the Project site, except with express permission of University's Representative.

1.18 JOB OFFICE

- A. Space on the Project Site is limited. Trailer space must be requested and approved by the University's Representative. Storage and office trailers are to be located in the temporary laydown area as shown on the Site Logistics Plan. Space will be allocated by the University's Representative. CM/Contractor shall provide and maintain all temporary facilities as required for completion of the Project. Verify location of temporary laydown area on drawings.

1.19 SALVAGE

- A. All material and equipment removed as part of this Project is the property of the CM/Contractor and shall be removed from the Campus and legally disposed of, unless otherwise stated in the CM/Contractor's "Scope of Work".

1.20 CLEANUP

- A. During the progress of the Work, the CM/Contractor shall keep the Project site in a neat and clean condition that is free of debris to the satisfaction of the University's Representative. All materials and debris accumulated in conjunction with completing this Work shall be disposed of in the jobsite trash dumpsters provided by the CM/Contractor and disposed of off campus. CM/Contractor shall not use University refuse containers.

1.21 UNIVERSITY FURNISHED CONSTRUCTION DOCUMENTS

- A. University will furnish to the CM/Contractor 1 set of Drawings and Specifications and 1 CD of the Drawings and Specifications upon an award of the Contract at no cost. If more than 1 set is required or if the CM/Contractor wants the Drawings in another size other than the size issued with the Bidding Documents, the CM/Contractor will pay the actual cost of reproduction for printing.

1.22 JOB CONDITIONS

- A. Protection: Where roof edge does not terminate in a parapet wall and/or where Work is in progress overhead and materials or objects could potentially fall, the CM/Contractor is required to construct temporary covered pedestrian walkways over each building entrance. Walkway covers shall extend out 12 feet in length for the first floor and an additional 4 feet for each additional floor of the building. Walkway covers shall extend from face of building. CM/Contractor shall be required to place and maintain yellow safety construction flagging or ropes with signage to prevent pedestrians from coming within 25 feet of Work in progress overhead and to route pedestrians in and out of building entrances.
- B. Safety Precautions: Perform Work in such a manner as to prevent damage to existing facilities to remain or to be salvaged. Hazardous Work shall not be left standing or hanging, but shall be knocked or pulled down to avoid damage or injury to employees or the public.
- C. Crane Operation, Staging and Storage
 - 1. Operator Training and Crane Certification: Prior to starting crane operations, General Contractor shall provide copies of operator's training and crane certification to the University's Representative.
 - 2. Crane Staging Area: CM/Contractor shall be required to coordinate with the University's Representative a minimum of 5 working days in advance of loading and removal of materials from the roof. CM/Contractor is responsible for providing necessary staging area for crane.

3. Storage: CM/Contractor shall not be allowed on-site crane storage unless with the prior written approval of the University's Representative.

1.23 NOT USED

1.24 PROJECT SITE SUPERINTENDENT

- A. CM/Contractor shall employ a competent Project Site Superintendent/Foreman satisfactory to the University's Representative. The Project Site Superintendent/Foreman shall be in attendance at the Project site at all times during the performance of the Work. Project Site Superintendent/Foreman shall represent the CM/Contractor and communications given to and received from the Project Site Supervisor shall be binding on CM/Contractor.
- B. The CM/Contractor shall submit to the University's Representative the qualifications of the Project Site Superintendent/Foreman prior to commencement of the Work. The University's Representative shall approve the Project Site Superintendent/Foreman based on his/her experience with projects similar to type, scope, size, and complexity.
- C. The Project Site Superintendent/Foreman approved for the Project by the University's Representative, must be able to proficiently read, write and verbally communicate in English. The Project Site Superintendent/Foreman may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the Work at the Project site while Work is in progress.
- D. Failure to maintain a Project Site Superintendent/Foreman on the Project site at all times Work is in progress shall be considered a material breach of this Contract, entitling University to terminate the Contract or alternatively, issue a stop Work order until the Project Site Superintendent/Foreman is on the Project site. If, by virtue of issuance of said stop Work order, General Contractor fails to complete the Contract on time, General Contractor will be assessed Liquidated Damages in accordance with the Agreement.
- E. If the Project Site Superintendent/Foreman fails to perform to the satisfaction of the University's Representative, the University's Representative may, upon 15 days written notice, require the General Contractor to remove the Project Site Superintendent/Foreman from the Project and replace the Project Site Superintendent/Foreman with a replacement acceptable to the University's Representative.
- F. If the CM/Contractor elects a replacement of the Project Site Superintendent/Foreman, such replacement shall be discussed with the University's Representative prior to actual replacement. The same criteria employed by the University's Representative to approve the initial Project Site Superintendent/Foreman shall also apply to the University's Representative's approval of any subsequent Project Site Superintendent/Foreman.

1.25 OTHER CM/CONTRACTOR SITE PERSONNEL

- A. In addition to the Project Site Superintendent/Foreman, the CM/Contractor shall provide site personnel of quality and quantity sufficient to carry out all of the on-site CM/Contractor responsibilities described in the Contract Documents. See Instructions to Bidders for other site personnel requirements that may also be required.

NORTH BOWL PARKING PHASE 2
UNIVERSITY OF CALIFORNIA, MERCED
MERCED, CALIFORNIA

PROJECT NO.: 906550

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 00

SECTION 01 35 40 – ENVIRONMENTAL MITIGATION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Related Sections

1. 01 81 13 LEED® Requirements
2. 01 74 19 Site Waste Management Program
3. 01 35 43 Hazardous Materials Procedures

B. Requirements

1. The Environmental Mitigation requirements for this Project are recorded in this Specification Section. The mitigation measures may include, but are not limited to, procedures and standards to control:
 - a. Dust Palliation
 - (1) All construction, demolition, excavation, extraction or other earthmoving activities shall comply with the San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII - Fugitive PM10 Prohibitions.
 - (2) All disturbed areas, including storage piles, shall be sprinkled with water or other dust control agents/chemical stabilizers acceptable to SJVAPCD, or shall be covered with vegetative ground cover, so as to effectively prevent dust emissions. Additional watering or acceptable dust control agents/chemicals shall be applied during dry weather or windy days until dust emissions are not visible.
 - (3) Trucks hauling dirt and debris shall be effectively wetted and/or maintain not less than six inches freeboard and/or cover the top of the load to reduce wind blown dust or spills.
 - (4) Dirt or debris spilled onto paved surfaces shall be swept up immediately to reduce resuspension of particulate matter caused by vehicle movement. Approach routes to the Project site shall be cleaned daily of construction related dirt or mud. The use of dry rotary brushes and blower devices is prohibited except where preceded by sufficient wetting to limit visible dust emissions and the prior written approval of the University's Representative.
 - (5) On-site stockpiles of excavated material shall be covered or watered.
 - (6) Traffic speeds on unpaved roads shall be limited to 15 mph.
 - (7) If an area having 0.5 acres or more of disturbed surface area remains unused for seven or more calendar days, the area must comply with conditions for a stabilized surface area as defined in Rule 8011 of SJVAPCD and General Contractor shall comply with the record keeping requirements specified in Rule 8011 of SJVAPCD.

- b. Other Air Pollutants
 - (1) When feasible, construction equipment should use alternative fuel sources such as propane, natural gas or electricity.
 - (2) Minimize idling time of machinery to a maximum of 10 minutes when construction equipment is not in use.
 - (3) Construction equipment rated greater than 100 horsepower shall have, to the extent feasible, diesel exhaust controlled by use of catalyst-based diesel particulate filters.
 - (4) Use low-emission on-site station equipment.
- c. Noise
 - (1) Construction equipment shall be properly outfitted and maintained with adequate mufflers and other appropriate noise reduction devices to minimize construction-generated noise.
 - (2) Stationary noise sources such as generators or pumps shall be located away from noise sensitive land-uses and occupied buildings.
 - (3) Prior to construction activities, CM/Contractor shall coordinate with the County Parks and Recreation Division to reduce the likelihood that planned events at the Lake Yosemite Park are adversely affected by project construction.
 - (4) Comply with all applicable sound ordinances as required.
 - (5) Should the CM/Contractor need to generate construction noise adjacent to occupied buildings, the CM/Contractor shall inform the University's Representative in writing 14 calendar days prior to generating the noise.
 - (6) The CM/Contractor shall comply with the provisions of Section 01 35 00 Special Requirements with regard to Work Hours.
- d. Odors
 - (1) Work that causes excessive odors shall be performed only after coordination with the University's Representative. Filtering of air intakes to air handling units may be needed to prevent odors and vapors from entering buildings.
 - (2) CM/Contractor shall provide 14 working days advance written notice to the University's Representative in order for advance notices to be forwarded to building occupants. Work stoppage may occur if advance notification has not been coordinated or if odors and vapors from the work are found to generate complaints from building occupants.
- e. Light
 - (1) The CM/Contractor shall minimize up-light and light spill by focusing light sources and using shielding.
 - (2) No light sources shall be directed across the site boundaries.

1.2 ARCHAEOLOGICAL RESOURCES

A. GENERAL

- 1. If during the course of construction, evidence of deposits of historical or archaeological interest is found, the CM/Contractor shall cease the Work

affecting the find and immediately notify the University's Representative and shall not disturb deposits until written notice from University's Representative is given to proceed.

2. CM/Contractor will be compensated for lost time or changes in construction to avoid the find based upon normal change order procedures if Critical Path is affected.

B. Procedures

1. If a potentially significant archaeological find is identified during construction, the University may incorporate into the proposed project design measures that will minimize or eliminate direct impacts to the deposit. These may include avoidance of the site by inclusion in landscaping or open space, placement of fill over the site, and/or project redesign. If this is not feasible, or if such measures will not ensure the avoidance of impacts, the University will ensure that an archaeological testing program is carried out to assess the significance of the find.
2. If a find is determined to be significant, and if it cannot be preserved intact through project design measures, then the University will retain an archaeologist to design and carry out a treatment plan to document the data and/or preserve such scientific samples of the data for which the site is significant as may be appropriate, given the significance of the find.
3. Any significant finds that are recovered shall be retained by University and will be donated to an appropriate cultural or historical center. Unauthorized collection of artifacts is prohibited. If human remains are encountered, Work will be halted and the Merced County Coroner will be contacted immediately by the University's Representative. If human remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission. The Commission will then notify the person it believes to be the most likely descendant. That descendant will work with the University to develop a program for reinternment of the remains and any associated artifacts.
4. When Native American archaeological, ethnographic, or spiritual resources are found, identification and handling of those resources will be conducted jointly by a University appointed Archaeologist and Native American representatives who are approved by the local Native American community as scholars of their cultural traditions. The Archaeologist shall either be certified by the Society of Professional Archaeologist, or meet the Federal Standards appearing in 36 CFR 61. If no approved Native American representative is available, persons who represent tribal government and/or organizations in the surrounding region shall be consulted. If historic archaeological resources are found, identification and handling of those resources will be conducted by historical archaeologists or architectural historians retained by the University.

1.3 PALEONTOLOGICAL RESOURCES

A. General

1. If during the course of construction, evidence of deposits of paleontological interest is found, the CM/Contractor shall cease the Work affecting the find and

immediately notify the University's Representative. Do not disturb deposits until written notice from University's Representative is given to proceed.

2. CM/Contractor will be compensated for lost time or changes in construction to avoid the find based upon normal change order procedures if Critical Path is affected.

B. Procedures

1. Prior to project construction, construction personnel shall be informed by the CM/Contractor of the potential for encountering significant paleontological resources.
2. If a potentially significant paleontological find is discovered, the CM/Contractor shall cease all operations in the area of the find until a University appointed paleontologist has been afforded the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find.
3. Collection of fossil resources by other than the University's consulting paleontologist is prohibited.
4. A University appointed, qualified paleontologist may be intermittently present to inspect exposures of the Merhten Formation, North Merced Gravels, and Riverbank Formation during construction operations to ensure that paleontological resources are not destroyed by project construction.

1.4 NOXIOUS OR TOXIC MATERIALS

A. The CM/Contractor shall ensure that:

1. No noxious or toxic materials shall be used in or around occupied buildings without prior approval of the University's Representative.
2. Chemical wastes shall be stored in covered metal containers and shall be removed from the premises daily.
3. There shall be no accumulations of wastes that create hazardous conditions.
4. Adequate ventilation is provided during use of volatile or noxious substances. Such materials shall only be used after 48 hours previous notification to the University's Representative and preferably on weekends or "down" periods.
5. Chemicals, such as mineral spirits, oil, or paint thinner, are not dumped into storm or sanitary drains or on University property or on any adjoining property.
6. Vehicle maintenance or servicing shall not spill oil or fuel onto the ground and if a spill occurs, it shall be cleaned up immediately and the soil disposed of according to local, State, and/or Federal requirements.
7. Chemical storage, including fuel and oil, shall be double contained.
8. The CM/Contractor's Project Site Superintendent shall be trained in the prevention and correction of spills.
9. CM/Contractor shall have immediate access to spill control equipment, such as absorbent, shovels, and containers.

1.5 REMOVAL AND DISPOSAL OF EXCESS SOIL

- A. All materials and debris accumulated in conjunction with completing this Work shall be disposed of legally by the CM/Contractor off the University's property. CM/Contractor shall not use University refuse containers. Clear soil spoils shall be transported and deposited at a designated on-campus site.
- B. CM/Contractor is to coordinate with University Representative to identify the on-campus location of a temporary staging area for storage of excavated soil. The intent of this area is to serve as a nearby storage area for excavated soil intended by the CM/Contractor to be used for backfill or fill later in the project. This area is to be restored to original condition after its use is no longer required.

1.6 REMOVAL AND DISPOSAL OF WASTE MATERIALS

- A. All waste materials resulting from the process of clearing and construction shall be legally disposed of by the CM/Contractor as follows:
 - 1. All refuse and debris, concrete and other inert materials, combustible and incombustible substances, resulting from the processes of construction, shall be removed from the University's property. The CM/Contractor shall not use any refuse container belonging to the University. The CM/Contractor shall provide debris boxes for the use of the CM/Contractor and all of their Subcontractors and dispose all debris off-site excepting chemical and hazardous waste which shall be disposed of by the Subcontractor generating the waste. CM/Contractor shall be responsible for depositing their waste into the debris boxes provided by the CM/Contractor on a daily basis.
 - 2. Chemical Waste: All chemical waste, including solvents, oils or any other material that may be harmful to plant life, shall be disposed of in accordance with local, State and/or Federal regulations. Chemical waste shall not be stored on the University's property. At completion of Work, any contaminated soil shall be removed from the University's property and replaced with good soil by the CM/Contractor at no additional cost to the University.
- B. The CM/Contractor shall not burn or bury rubbish or waste materials on the University's property.
- C. During construction, the CM/Contractor shall maintain buildings, premises and property free from accumulations of waste materials and rubbish. The CM/Contractor shall legally dispose of such waste, rubbish and debris at reasonable intervals off the University's property.

1.7 CONTROL OF NONNATIVE & INVASIVE PLANT SPECIES

- A. CM/Contractor shall ensure that seeds from invasive plant species are not transported into the Campus site by earth moving equipment. At a minimum, the CM/Contractor shall ensure that:
 - 1. All earth moving equipment shall be washed down (wheels, under-carriage, bucket/bed, etc.) prior to being transported to the Project site. All earth moving

equipment shall be clean and free of seeds or other plant material before being brought on site.

2. The CM/Contractor shall notify the University's Representative of the source location of all off-site fill material a minimum of 10 calendar days prior to importing material to the Project site and appropriate steps shall be taken to minimize the potential for invasive species to colonize areas disturbed during construction due to use of such fill.
3. Any organic material used during project construction for erosion control, or any material used for hydroseeding or revegetating disturbed areas is certified free of invasive species.

1.8 PROTECTION OF SENSITIVE AREAS OUTSIDE PROJECT SITE BOUNDARY

- A. CM/Contractor shall install and maintain all temporary construction fencing around the Project site in accordance with Section 01 56 00 Temporary Barriers and Enclosures and in accordance with fencing layout shown on the Site Logistics Plan. Fencing shown to be installed at the building site, as opposed to the laydown area, will include black shade meshing to obstruct views into the construction site.
- B. CM/Contractor shall operate strictly within the confines of the fence and in the staging area described in the Site Logistics Plan (see Information Available to Bidders).
- C. In no instances shall construction related vehicles or CM/Contractor's personnel travel beyond the Project site boundary except on roads.
- D. In no instance shall the CM/Contractor allow any material, whether solid or liquid, to migrate from the Project site across, under or over the temporary construction fencing except when said material is being removed from the Project site in accordance with the Contract Documents.
- E. CM/Contractor shall be responsible for the removal and relocation of temporary construction fencing on multiple occasions as required to accommodate the construction operations of the University's separate Site Infrastructure Phase 4 Contractor adjacent to and on the Classroom and Academic Office Building site.

1.9 NATURAL RESOURCE AWARENESS TRAINING FOR CONSTRUCTION PERSONNEL

- A. Training Program
 1. Prior to working on the Project site, all construction personnel shall attend a training program provided by the University Representative on Monday and Wednesday mornings at 7:30am or when agreeable with University's Representative. The training will include at minimum, a description of the species at risk and their habitat, the importance of the species and their habitat, the general measures being implemented to conserve the sensitive areas/species, and the boundaries within which the project may be accomplished.
 2. The training shall be conducted in English and shall consist of a presentation and the distribution of appropriate literature. The CM/Contractor shall ensure that all

- Subcontractor and CM/Contractor supplier personnel attend a training session before they start working at the Project site.
3. The CM/Contractor shall ensure that the following site regulations, which will be identified in the Training program, are adhered to:
- a. All food related items shall be properly disposed of, and signs indicating that the feeding of wildlife is prohibited shall be placed at the Project site.
 - b. Vehicle traffic shall occur primarily between dawn and dusk, and shall be limited to 20 mph to reduce the potential for wildlife road mortality.
 - c. Any trench or pit shall be constructed in such a way as to provide ramps of either fill or planks to prevent kit fox and other species from becoming entrapped.
 - d. Pipes, culverts, etc. greater than four inches in diameter shall be stored in such a way as to prohibit foxes or other species from using these areas as temporary refuge. In addition, these structures shall be thoroughly inspected each morning for kit fox or other species.
 - e. No firearms shall be allowed on University Property.
 - f. No pets shall be permitted on University Property.
 - g. The use of pesticides on the Project site by the General Contractor, including but not limited to rodenticides, insecticides and herbicides, is prohibited unless prior written approval of the University's Representative is obtained.
 - h. Construction vehicles shall be limited to a maximum speed of 10 mph in the vicinity of breeding ponds of California tiger salamander during the salamander movement period. The location of the breeding ponds and dates of the movement period shall be identified by the University's Representative.
 - i. If construction activities occur within 0.6 miles of salamander breeding ponds, the CM/Contractor shall erect drift fences or other effective salamander barriers around the site before 1st February in the winter prior to the start of construction. The fences shall be positioned so as to allow salamander's access to the breeding ponds but to exclude them from the Project site. Prior to fence erection, layout of the fences shall be submitted to the University's Representative for review and approval.
 - j. The University's Representative shall identify any areas containing burrowing owls. The CM/Contractor shall establish "Sensitive Areas" around the occupied owl holes identified by the University's Representative. The Sensitive Areas shall not be disturbed by the CM/Contractor. The Sensitive Areas shall extend to a distance of 160 feet from each occupied burrow during the non-breeding season of 1st September through 31 January. The sensitive Areas shall extend to a distance of 250 feet from each occupied burrow during the breeding season of 1st February through 31st August. The CM/Contractor shall erect a temporary fence during the breeding season around occupied burrows. If in the opinion of the University's Representative, the Sensitive Area method is impractical, the owls may be passively relocated. To relocate the owls, the CM/ Contractor shall fit one-way doors across the entrances to those burrows identified by the University's Representative. The doors shall be positioned so that the owls can exit

but not enter their burrows. The doors shall remain in place for 72 hours. Before and during the relocation process, the CM/Contractor shall establish a 250 feet Sensitive Area around the burrows identified for relocation. No relocation activity shall be carried out during the breeding season.

- k. The University's Representative shall identify the location of active raptor nests adjacent to the Project site. Should an active Swanson's Hawk nest be located within 1000 feet of the Project site, or an active nest of another raptor species be identified within 250 feet of active construction, the University's Representative will, in consultation with the California Department of Fish & Game, determine the actions necessary to protect the nest site. Such actions may include avoiding construction within a distance from the nest determined by the University's Representative for a period determined by the University's Representative

1.10 AUTHORITY OF THE UNIVERSITY'S REPRESENTATIVE TO SUSPEND WORK

- A. The University's Representative has the authority to suspend construction work when such work causes or threatens to cause harm to sensitive habitat or species.
- B. CM/Contractor will be fully responsible for any and all damages and sanctions placed against the Project for any violations of these requirements.

1.11 SURFACE WATER CONTROL

- A. All portions of the Work shall be kept free of standing water at all times during construction of the Work herein specified. Where required, temporary drainage ditches, berms, or pumping systems shall be constructed to divert drainage water away from the Project site and the resultant water shall be carried to the nearest water course approved by the University's Representative and disposed of without erosion to the surrounding area. Care shall be taken to prevent silting of the water courses. Silt that is deposited, as a result of the Work in this Project, shall be removed and disposed of by the CM/Contractor, at the CM/Contractor's expense and to the satisfaction of the University's Representative. The General Contractor shall follow CALTRANS "Handbook of Practices, Storm Water Pollution Practice."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 40

SECTION 01 35 43
HAZARDOUS MATERIALS PROCEDURES

PART 1 - GENERAL

1.1 CM/CONTRACTOR'S RESPONSIBILITY

- A. Except as otherwise specified, in the event CM/Contractor encounters on the Project site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, or other hazardous substances that have not been rendered harmless, CM/Contractor shall immediately stop work in the area affected and report the condition to the University's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of University and CM/Contractor if in fact the material is asbestos, PCB, lead, or other hazardous substances and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos, PCB, lead, or other hazardous substances, or when such materials have been rendered harmless.
- B. Disclose any hazardous substance or condition exposed during the Work to the University's Representative for decision or remedy.
- C. In no event, shall the CM/Contractor install materials that contain asbestos, PCB, lead or other known hazardous materials without specific prior written approval by the University's Representative.
- D. Disposal of lighting ballasts containing PCB's shall be accomplished by the University. The CM/Contractor shall coordinate with the University's Representative regarding a date, location and time for delivery to a location on Campus to be designated.
- E. Regulated Carcinogens by California Code of Regulations (CCR) Title 8, Section 5200 et seq.
 - 1. Products containing chemicals regulated as carcinogens by California Occupational Safety and Health Act (OSHA) are not allowed for use on University projects. The OSHA regulated carcinogens are:
 - a. 2-Acetylaminofluorene, 5209
 - b. 4-Aminodiphenyl
 - c. Benzidine (and its salts)
 - d. 3,3'-Dichlorobenzidine (and its salts)
 - e. 4-Dimethylaminoazobenzene
 - f. alpha-Naphthylamine
 - g. beta-Naphthylamine
 - h. 4-Nitrobiphenyl
 - i. N-Nitrosodimethylamine
 - j. beta-Propiolactone
 - k. bis-Chloromethyl ether
 - l. Methyl chloromethyl ether
 - m. Ethyleneimine
 - n. Methylene Chloride, 5202
 - o. Methylenedianiline (MDA), 1535, 5200
 - p. Cadmium, 1532, 5207
 - q. Asbestos, 1529, 5208, 5208.1, 8358
 - r. Vinyl Chloride, 5210

- s. Coke Oven Emissions, 5211
 - t. 1,2-Dibromo-3-Chloropropane (DBCP), 5212
 - u. Acrylonitrile, 5213
 - v. Inorganic Arsenic, 5214
 - w. 4,4'-Methylenebis(2-Chloroaniline) (MBOCA), 5215
 - x. Formaldehyde, 5217
 - y. Benzene, 5218
 - z. Ethylene Dibromide (EDB), 5219
 - aa. Ethylene Oxide (EtO), 5220
 - bb. 1,3 Butadiene, 5201
2. Case-by-case exceptions may be considered for products containing the following COSHA recognized carcinogens:
 - a. Methylene Chloride, 5202
 - b. Cadmium, 1532, 5207
 - c. Inorganic Arsenic, 5214
 - d. Formaldehyde, 5217
 - e. Benzene, 5218
 3. Case-by-case exceptions may only be made when suitable alternative products are not available. Such exceptions are subject to approval by the University's Representative.
 4. Exceptions require that the CM/Contractor shall have an established carcinogen program as required by COSHA and shall submit to University's Representative, a copy of the COSHA Confirmation of Report for COSHA carcinogens.
 5. When exceptions are granted the CM/Contractor is responsible for providing to the University's Representative a copy of the semi-annual Confirmation of Report received from COSHA or, in lieu of that, a copy of the CM/Contractor's semi-annual report as submitted to COSHA at periods not to exceed 6 months, or at project closeout, whichever occurs first.

1.2 ASBESTOS IN BUILDINGS NOTIFICATION

- A. California Health and Safety Code, Section 25915, Chapter 10.4, Division 20 requires UC Merced employees and contractors working for the campus to be notified of the presence of asbestos in buildings constructed prior to 1979. For information about asbestos in specific buildings, contact the University's Representative.
- B. It is important to note that the presence of asbestos does not mean you have been exposed to asbestos. Exposure strictly refers to the inhalation or ingestion of friable asbestos particles. Asbestos becomes friable through drilling, sanding or similar destructive processes usually associated with remodeling or demolition work. Intact, bonded, sealed and undisturbed asbestos does not pose a hazard.
- C. CM/Contractors who disturb or potentially disturb friable or non-friable asbestos must comply with all Federal State and Local rules and regulations regarding hazardous materials.

1.3 LEAD BASED PAINT IN BUILDINGS

- A. The California Department of Health Services requires the certification of employees and supervisors performing lead related construction activities in residential and public buildings, as defined in Title 17, California Code of Regulations, Division 1, Chapter 8. Lead related construction work is defined in Title 17 as any construction, alteration,

painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and cleanup, that, by using or disturbing lead containing material or soil, may result in significant exposure of adults or children to lead.

- B. It is important to note that the presence of lead does not mean you have been exposed to lead. Exposure strictly refers to the inhalation or ingestion of lead dust. Lead becomes dust through drilling, sanding or similar destructive processes usually associated with remodeling or demolition work. Intact, bonded, sealed and undisturbed lead does not pose a hazard.
- C. For information about lead in specific buildings, contact the University Representative
- D. CM/Contractors who disturb or potentially disturb lead must comply with all Federal State and Local rules and regulations regarding hazardous materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 35 43

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 CODES, AGENCIES, AND REFERENCES

- A. The Work shall be performed in accordance with Applicable Code Requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:
1. Americans with Disabilities Act - Title II.
 2. California Environmental Quality Act.
 3. California Health and Safety Code.
 4. National Fire Protection Association (NFPA).
 5. Federal Occupational Safety and Health Administration.
 6. Federal Clean Water Act, including but not limited to the Storm Water Pollution Prevention requirements.
 7. Federal Endangered Species Act.
 8. Federal Clean Air Act.
 9. Porter-Cologne Water Quality Act, State of California
 10. Endangered Species Act, State of California
 11. California Fish & Game Code, Section 1600, et. seq.
 12. Resource Conservation and Recovery Act (RCRA) and the California Hazardous Waste Control Law.
 13. Comprehensive Environmental Response and Cleanup Liability Act (CERCLA)
 14. California Building Code (CBC)

1.2 STANDARDS AND CODES

- A. Applicable laws, codes, rules, regulations, ordinances and standards
1. Code of Federal Regulations
 - a. Title 33, Navigation and Navigable Waters
 - b. Title 40, Protection of Environment
 - c. Title 50, Wildlife and Fisheries
 2. California Code of Regulations (CCR)
 - a. Title 8, Industrial Relations/Elevators
 - b. Title 14, Natural Resources
 - c. Title 17, Public Health
 - d. Title 19, Public Safety

- e. Title 20, Public Utilities and Energy
 - f. Title 21, Public Works
 - g. Title 22, Environmental Health
 - h. Title 23, Waters
 - i. Title 24, California Building Standards Code
 - 1) Part 2, California Building Code 2010
 - 2) Part 3, California Electric Code 2010
 - 3) Part 4, California Mechanical Code 2010
 - 4) Part 5, California Plumbing Code 2010
 - 5) Part 6, California Energy Code 2010
 - 6) Part 9, California Fire Code 2010
 - 7) Part 11 California Green Building Standards Code 2010
 - 8) Part 12, California State Reference Standards 2010
 - j. Title 27 Environmental Protection 2007
3. San Joaquin Valley Air Pollution Control District Regulation #8 2004

1.3 REFERENCES

- A. Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each in effect at the date of submission of bids, or the date of the Change Order (Exhibit 12) or Field Order (Exhibit 11), as applicable.

1.4 CONFLICTS

- A. Unless otherwise directed by the University's Representative, if a conflict exists between referenced regulatory requirements and the Contract Documents, the CM/Contractor shall refer the matter to the University's Representative for further instruction.
- B. Nothing stated in this Section of the Specifications or other Sections of the Specifications, the other Contract Documents or the Bidding Documents or shown on the Drawings shall be construed as allowing Work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

1.5 TRENCHING AND SHORING

- A. All Work shall be in full accordance, but not necessarily limited to the following codes and regulations: Titles as listed in Section 1.2 Standards and Codes above, State of California, California Code of Regulations (CCR), California Occupational Safety and Health Administration (OSHA).
 - 1. Pursuant to Labor Code 6707, the General Contractor shall include in the bid all costs incident to the provisions of adequate sheeting, shoring, bracing or equivalent method for

the protection of life or limb that shall conform to applicable Federal and State safety orders.

2. Before beginning any excavation 5 feet or more in depth, the CM/Contractor shall submit to the University's Representative a detailed Drawing showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. The proposed design shall comply with the standards established by the State of California Construction Safety Orders, Title 8 and Title 24 of the California Code of Regulations (CCR). If the design varies from such shoring system standards, the Drawing shall be prepared by a registered civil or structural engineer whose name and registration number shall be indicated on the Drawing. If a dispute arises as to whether the plan must be prepared by a registered civil or structural engineer, the University's Representative's determination of the matter shall be final and conclusive on the CM/Contractor. The cost of required engineering services shall be borne by the CM/Contractor and shall be deemed to have been included in the Contract Sum for the Work as stated in the Agreement.
3. Neither the review nor approval of any Drawing showing the design of shoring, bracing, sloping, or other provisions for worker protection, shall relieve the CM/Contractor from the obligation to comply with construction State of California Construction Safety Order and Title 24 of the California Code of Regulations (CCR) for the design and construction of such protective Work, and the CM/Contractor shall indemnify the University and the University's Representative from any and all claims, liability, costs, actions and causes of action arising out of or related to the failure of such protective systems. The CM/Contractor shall defend the University, its officers, employees, Design Professional and agents and the University's Representative in any litigation or proceeding brought with respect to the failure of such protective systems.
4. All Work including any temporary construction shall be in full compliance with the latest orders of the Division of Industrial Safety of the State of California and all codes and regulations as called for hereinafter in these specifications.

1.6 REGULATORY NOTIFICATIONS

- A. Submit all required notifications to Federal, State of California, State in which disposal facility is located if not in California, regional, and local agencies with regulatory responsibilities associated with the Work activities that are included in the Contract. All notifications shall be served in writing, in the form required by the agency requiring notification, and in a timely manner so as not to negatively impact the Project schedule. Serve notifications at least 10 working days in advance (or earlier if required by agency) of activity requiring notice. The CM/Contractor shall serve all required notifications in writing to all governmental and quasi-government agencies having notification requirements pertaining to any portion of the Work included in the Project.
- B. CM/Contractor shall comply with the State General Construction Activity Storm water Permit National Pollutant Discharge Eliminate System (NPDES) for the campus and comply with the University's Storm Water Pollution Prevention Plan.

1.7 NOTIFICATIONS, CERTIFICATES AND UNIFORM HAZARADOUS WASTE MANIFEST

A. Permits

1. CM/Contractor will not be required to obtain a County of Merced building permit.

B. Designated Campus Fire Marshal (DCFM)

1. CM/Contractor shall be responsible for issuing in writing to the University's Representative the following notifications prior to starting site Work:
 - a. Hazardous Condition Notification – Welding Hot Work Permit (Exhibit 43): must be coordinated before starting any hot work (welding, burning, or cutting, etc.) involving use of gas or electric welding equipment. CM/Contractor shall report to the University's Representative, at the beginning and 30 minutes prior to the end of each shift that such "hot" work takes place
 - b. Hazardous Conditions Notification-General: for the storage or use of any flammable liquid in excess of 10 gallons or in any confined area where vapors can be ignited. The General Contractor shall report to the University's Representative at the beginning and 30 minutes prior to the end of each shift that such work takes place
 - c. Hazardous Condition Notification-Special Conditions: Coordinate in advance with the University's Representative before restricting access to or blocking of any building exit or Work that will require the shutdown of building fire protection or alarm systems. The General Contractor shall report to the University's Representative at the beginning and 30 minutes prior to the end of each shift that such work takes place
 - d. At the end of the Work, the CM/Contractor must submit Automatic Sprinkler Systems- Material and Test Certificate for Aboveground Piping and Automatic Sprinkler Systems- Material and Test Certificate for Underground Piping for approval by the University (Exhibits 35 and 36). The Automatic Sprinkler underground and aboveground will not be accepted until these certificates have been completed and submitted.
 - e. At completion of the Work, provide a fire alarm certifications NFPA 72 certificate of completion.

- C. Prior to commencing clearing, excavation and trenching, CM/Contractor shall locate all known existing installations before proceeding with construction operations that may cause damage to such installation. Existing installations shall be kept in service where possible and damage to them shall be repaired at no additional cost to the University.

- D. Uniform Hazardous Waste Manifest: CM/Contractor shall be responsible for coordination with the University's Representative for obtaining a Uniform Hazardous Waste Manifest prior to removal of asbestos containing materials, polychlorinated biphenyl (PCB), or other hazardous materials from the Project site. Manifest will be provided by the University's Representative. Only the University's Representative will be allowed to sign individual manifests on behalf of the CM/Contractor / University.

1.8 CIVIL OR CRIMINAL PENALTIES OR FINES

- A. CM/Contractor shall be liable for the payment of any and all civil or criminal penalties or fines imposed by the U.S. Fish & Wildlife Service (USFWS), U.S. Army Corps of Engineers (USACE), California Department of Fish & Game (CDFG), Central Valley Regional Water Quality Control Board (CVRWQCB) or any other applicable regulatory agency for CM/Contractor's violations of the federal Endangered Species Act (ESA), Clean Water Act (CWA), California Endangered Species Act (CESA), Porter-Cologne Water Quality Control Act (Porter-Cologne); any regulation promulgated to implement said statutes; the UC Merced Biological Opinion; or any applicable authorization issued by the USFWS, USACE, CDFG, CVRWQCB, or other applicable federal, state or local regulatory agency.
- B. In the event CM/Contractor is found liable for civil actions under the abovementioned statutes, regulations, permits or authorizations, CM/Contractor shall be responsible for the payment of any civil penalties imposed by any applicable regulatory agency. Penalties may vary according to the applicable statute, including but not limited to, penalties of up to \$50,000 per day of violation of the CWA, \$25,000 for each ESA violation, and \$15,000 per day of violation of Porter-Cologne.
- C. In the event CM/Contractor is convicted of criminal actions under the abovementioned statutes, regulations, permits or authorizations, CM/Contractor shall be responsible for satisfying applicable terms of imprisonment and the payment of any criminal fines imposed by the regulatory agency. Fines may vary according to the applicable statute, including but not limited to, fines of \$250,000 per day of violation of the CWA, \$50,000 for each ESA violation, and \$15,000 per day of violation of Porter-Cologne.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01410

SECTION 01 42 13
ABBREVIATIONS, SYMBOLS & DEFINITIONS

PART 1 - GENERAL

1.1 ABBREVIATIONS

A. The following abbreviations of organizations may be used in the Contract Documents:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers' Association
AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ABAG	Association of Bay Area Governments
ABPA	Acoustical and Board Products Association
ABPTA	American Bearing Power Transmission Association
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADA	Americans with Disabilities Act of 1990
ADAAG	American with Disabilities Act Accessibility Guidelines
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AFI	Air Filter Institute
AGA	American Gas Association
AF&PA	American Forest and Paper Association
AGC	Associated General Contractors of America
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulation Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
AOAC	Association of Official Analytical Chemists
APA	American Plywood Association
API	American Petroleum Institute
AQMD	Air Quality Management District
ARI	Air-Conditioning and Refrigeration Institute
ASA	American Standards Association
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers

ASME	American Society of Mechanical Engineers Association
ASTM	American Society for Testing and Materials
AWCI	Association of Wall and Ceiling Industries
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers' Association
BICSI	Building Industry Consulting Service International
BOCA	Building Officials and Code Administrators
CAC	California Administrative Code
CARB	California Air Resources Board
CBC	California Building Code
CBSC	California Building Standards Commission
CCR	California Code of Regulations
CDA	Copper Development Association, Inc.
CDFG	California Department Fish and Game
CE	Corps of Engineers (U.S. Dept. of the Army)
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response and Cleanup Liability Act
CESO	California Elevator Safety Order
CFC	
CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturer's Institute
CLPA	California Lathing and Plastering Association
CMC	California Mechanical Code
CMM	State of California, Business, Transportation and Housing Agency, Department of Transportation "Materials Manual"
COSHA	California Occupational Safety and Health Act
CPC	California Plumbing Code
CPSC	Consumer Product Safety Commission
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards of NBS (U.S. Dept. of Commerce)
CSS	State of California, Business, Transportation and Housing Agency, Department of Transportation "Standard Specifications"
CTI	Cooling Tower Institute
CVRWQCB	Central Valley Regional Water Quality Control Board
DCFM	Designated Campus Fire Marshal
DHI	Door & Hardware Institute
DHS	California Department of Health Services
DSA	Division of State Architect

DSA/AC	Division of State Architect, Access Compliance Section
EIA	Electronic Industrial Alliance
EPA	Environmental Protection Agency
ESO	Electrical Safety Orders of Division of Industrial Safety, Title 8, CAC
ETL	Electrical Testing Laboratories
FCC	Federal Communications Commission
FFDA	Federal Food and Drug Administration
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual System, Factory Mutual Engineering Corporation
FS	Federal Specifications
FSC	Forest Stewardship Council
GA	Gypsum Association
GFI	Ground Fault Interrupter
HCP	Habitat Conservation Plan
HEPA	High Efficiency Particulate Air
HI	Hydronics Institute
HMI	Hoists Manufacturers Institute
HMMA	Hollow Metal Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
IAPMO	International Association of Plumbing and Mechanical Officials
IAQ	Indoor Air Quality
IBEW	International Brotherhood of Electrical Workers
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
ICC	
ICEA	Insulated Cable Engineering Association
IEC	International Electrotechnical Commission
IEQ	Indoor Environmental Quality
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IPCEA	Insulated Power Cable Engineers' Association
ISA	Instrument Society of America
ISO	International Standards Organization
ITU	International Telecommunications Union
LEED®	Leadership in Energy & Environmental Design
LIA	Lead Industries Association
MBMA	Metal Building Manufacturer's Association
MIA	Marble Institute of America
MID	Merced Irrigation District
MIL	U.S. Government, Military Specification
MLSFA	Metal Lath/Steel Framing Association
MM	State of California, Business, Transportation and Housing Agency, Department of Transportation "Materials Manual"
MSS	Manufacturers Standardization Society of Valves and Fittings Industry
NAAB	National Association of Air Balance

NAAMM	The National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBFU	National Board of Fire Underwriters
NBGQA	National Building Granite Quarries Association, Inc.
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCCP	National Communities Conservation Plan
NCMA	National Concrete Masonry Association
NCPWB	National Certified Pipe Welding Bureau
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Protection Act
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NIOSH	National Institute of Occupational Safety and Health
NPA	National Particleboard Association
NPDES	National Pollutant Discharge Eliminate System
NRC	Noise Reduction Coefficient
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association, Inc.
NWWDA	National Wood Window and Door Association
OSHA	Office of Safety and Health Act
OSHPD	Office of Statewide Health Planning and Development
PCA	Portland Cement Association
PCB	Polychlorinated Biphenyl
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PI	Perlite Institute
PS	Product Standard of United States Department of Commerce
RCRA	Resource Conservation & Recovery Act
RCSC	Research Council on Structural Connection
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
RUS	U.S. Department of Agriculture, Rural Utilities Service
SJVAPCD	San Joaquin Valley Air Pollution Control District
SAE	Society of Automotive Engineers
SBC	State Building Code
SBS	State Building Standards Electrical Code, Title 24, Part 3
SCS	Scientific Certification Systems
SDI	Steel Door Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute

SMACNA	Sheet Metal & Air Conditioning Contractors' National Association, Inc.
SPIB	Southern Pine Inspection Bureau (Grading Rules)
SPR	Simplified Practice Recommendation
SSPC	Society for Protective Coatings
STC	Sound Transmission Coefficient
SWI	Sealant and Waterproofers Institute
SWPPP	Storm Water Pollution Prevention Plan
TCA	Tile Council of America, Inc.
TIA	Telecommunications Industry Association
UBC	Uniform Building Code
UCM	University of California Merced
UCMFM	University of California Merced Facilities Management
UFAS	Uniform Federal Accessibility Standards
UHMW	Ultra-High Molecular Weight
UL	Underwriters' Laboratories, Inc.
USA	Underground Service Alert
USDA	United States Department of Agriculture
USFWS	United States Fish & Wildlife Service
USGBC	United States Green Building Council
USS	United States Standards
USSG	United States Steel Gauge
WAPA	Western Area Power Authority
WCLIB	West Coast Lumber Inspection Bureau
WH	Warnock Hersey
WIC	Woodwork Institute of California
WLPDIA	Western Lath/Plaster/Drywall Industries Association
WRSI	Western Concrete Reinforcing Steel Institute
WWPA	Western Wood Products Association
WWPOA	Western Wood Preserving Operators Association
WWTP	Waste Water Treatment Plant

B. Additional abbreviations, used on the Drawings, are listed thereon.

1.2 SYMBOLS

A. Symbols, used only on the Drawings, are shown thereon.

1.3 DEFINITIONS

A. The following terms, when used on the Drawings or in the Specifications, shall have the following meanings:

1. AS DIRECTED - "As directed by the University's Representative."
2. AS REQUIRED - "As required by Applicable Code Requirements; by good building practice; by the condition prevailing; by the Contract."
3. AS SELECTED - "As selected by the University's Representative."

4. BY OTHERS - Work on this Project that is outside the scope of Work to be performed by the CM/Contractor under this Contract, but that will be performed by the University, Separate Contractors, or other means.
5. EQUAL - Of same quality, appearance, and utility to that specified, as determined by the University's Representative. The CM/Contractor bears the burden of proof of quality.
6. FABRICATED - Items specifically assembled or made out of selected materials to meet individual design requirements.
7. FURNISH - "Supply only, not install (unless required to be provided or installed elsewhere in the Contract Documents)."
8. INSTALL - "Install or apply only, not furnish."
9. MANUFACTURED - Applies to standard units usually mass-produced.
10. OFF SITE - Outside the Work area as shown on the Drawings or the property lines.
11. PROJECT SITE - Geographical location of the Project.
12. PROVIDE - "Furnish and install."
13. SHOWN - "As indicated on the Drawings."
14. SPECIFIED - "As written in the Contract Documents."
15. SUBMIT - "Submit to University's Representative."
16. OFCI - UNIVERSITY-FURNISHED, CONTRACTOR INSTALLED - "To be furnished by University and installed by CM/Contractor as part of the Work. Scope of work includes receipt, off-loading, inspection, on-site storage of material and protection after installation until acceptance."

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 42 13

SECTION 01 43 39
MOCK-UPS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. General mock-up requirements

1. Intent of mock-up is to ascertain element's designed fit into space provided and to provide Contractor with opportunity to coordinate Subcontractor Work.
2. Approved Work can be included as part of final construction.
3. Mock-ups may include, but are not necessarily limited to, the following:
 - a. Portland Cement Concrete Paving.
 - b. Concrete Work.
 - c. Finishes as determined by the University's Representative.

1.2 INDIVIDUAL SPECIFICATIONS SECTIONS: SPECIFIC MOCK-UPS AS REQUIRED.

1.3 DESCRIPTION

- A. Maintain quality control over Work of various Sections of Specifications, manufacturers, products, services, workmanship, and site conditions to produce mock-ups in accordance with the Contract Documents.

1.4 WORKMANSHIP

- A. Comply with standards specified.
- B. Provide qualified personnel to produce mock-up of specified quality.
- C. Secure mock-ups in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- D. Provide finish to match approved samples.

1.5 MOCK-UPS

- A. When required in individual Specification Sections, install full-scale mock-up of assembly at Project site at location acceptable to the University's Representative.
- B. Assemble and erect complete, with specified attachment and anchorage devices, flashings, seals and finishes.
- C. Acceptable mock-ups in place shall become the standard of quality for the Work and may be retained in completed Work.

- D. Remove unacceptable mock-ups and mock-ups not included in the Work as no cost to the University.
- E. Mock-ups shall be approved by the University's Representative in writing, prior to commencing with Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01454

SECTION 01 45 00
QUALITY CONTROL

PART 1 - GENERAL

1.1 DEFINITIONS

- A. The term "University's Testing Laboratory" means a testing laboratory retained and paid for by University for the purpose of reviewing material and product reports and performing other services as determined by the University.
- B. The term "CM/Contractor's Testing Laboratory" means a testing laboratory retained and paid for by CM/Contractor to perform the testing services required by the Contract Documents. CM/Contractor's Testing Laboratory shall be an organization other than University's Testing Laboratory and shall be acceptable to the University's Representative. It may be a commercial testing organization, the testing laboratory of a trade association, the certified laboratory of a supplier or manufacturer, CM/Contractor's own forces, or other organization. CM/Contractor's Testing Laboratory shall have performed testing of the type specified for at least 5 years.
- C. The term "Geotechnical Engineer" means an engineer retained and paid for by the University for the purpose of performing geotechnical inspection, testing, and observation functions specified by the University.

1.2 CM/CONTRACTOR'S RESPONSIBILITIES REGARDING UNIVERSITY'S TESTING LABORATORY

- A. Secure and deliver to University's Testing Laboratory adequate quantities of representative samples of materials proposed for use as specified.
- B. Submit a copy of the preliminary design mixes proposed to be used for concrete and other materials that require review by University's Testing Laboratory to the University Representative. University Representative will submit the copy to the University's Testing Laboratory for review.
- C. Submit copies of product test reports as specified.
- D. Furnish incidental labor and facilities:
 - 1. To provide University's Testing Laboratory access to the Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
- E. Provide a minimum of forty-eight hour notice to University's Representative to allow for University's Testing Laboratory assignment of personnel and scheduling of tests.
- F. When material or work to be tested or inspected is not available for testing or inspection, even though notice has been given under Subsection 1.2.E above, CM/Contractor shall

reimburse University for University's Testing Laboratory personnel and travel expenses incurred.

1.3 TESTS AND INSPECTIONS

- A. Tests, inspections, and acceptance of portions of the Work required by the Contract Documents or by Applicable Code Requirements shall be made at the appropriate times. Except as otherwise provided, CM/Contractor shall make arrangements for such tests, inspections, and acceptances with CM/Contractor's Testing Laboratory. CM/Contractor shall give the University's Representative a minimum of forty-eight hours written notice of when and where tests and inspections are to be made.
- B. If such procedures for testing, inspection, or acceptance reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, CM/Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the University's Representative's services and expenses.
- C. If the University's Representative is to observe tests, inspections, or make acceptances required by the Contract Documents, University's Representative will do so promptly and, where practicable, at the normal place of testing.
- D. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- E. Certain portions of the Work will be tested and/or inspected at various stages. Nothing in any prior acceptance or satisfactory test result shall govern, if at any subsequent time the Work, or portion thereof, is found not to conform to the requirements of the Contract Documents.

1.4 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by University's Testing Laboratory or Geotechnical Engineer reveal that any portion of the Work does not comply with the Contract Documents, or if the University's Representative determines that any portion of the Work requires additional testing or inspection, additional tests and inspections shall be made as directed.
 - 1. If such additional tests or inspections establish that such portion of the Work complies with the Contract Documents, all costs of such additional tests or inspections shall be paid by the University.
 - 2. If such additional tests or inspections establish that such portion of the Work fails to comply with the Contract Documents, all costs of such additional tests and inspection, and all other costs resulting from such failure, including compensation for the University's Representative and the University's consultants, shall be deducted from the Contract Sum.

1.5 TEST REPORTS

- A. University's Testing Laboratory and General Contractor's Testing Laboratory shall submit 1 copy of all reports to University's Representative, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
- B. The University's Representative shall distribute to the CM/Contractor one copy of the reports from the University's Testing Laboratory.
- C. The number of copies for the CM/Contractor and supplier being tested will be determined upon commencement of the Contract.

1.6 CLOSING IN UNINSPECTED WORK

- A. Do not allow or cause Work to be covered or enclosed before it has been inspected and approved by the University's Representative. Should any Work be enclosed or covered before it has been approved, it shall be uncovered, inspected, approved or repaired, and covered. Make all repairs necessary to restore Work of others to the condition in which it was found at time of cutting, at no additional cost to the University.

1.7 GEOTECHNICAL ENGINEER

- A. All excavation, filling, and compaction shall be subject to inspection, observation, and testing by Geotechnical Engineer. The University will retain and pay expenses of the Geotechnical Engineer to perform the inspection, testing, and observation functions described in this Section, except that the costs of any additional testing or inspection made necessary by inadequate compaction, replacement of unacceptable material or other Work not complying with the Contract Documents shall be borne by the CM/Contractor and may be deducted from the Contract Sum. The Geotechnical Engineer shall communicate with the University's Representative who will relay any appropriate instructions to the CM/Contractor.
- B. Source Quality Control: Geotechnical Engineer will sample and test fill material from the source designated by the CM/Contractor. CM/Contractor shall pay for the Geotechnical Engineer's transportation expenses, if the source is more than 50 miles from the Project site.

1.8 JOB CONDITIONS

- A. CM/Contractor shall visit the Project site to determine the existing conditions, nature of materials to be encountered and other facts concerning or affecting the Work to be performed under this Contract.
- B. The records of investigation of soil or subsurface conditions and logs of test borings that are made available by the University are not part of the Contract and are solely for the convenience of the Bidder or CM/Contractor. It is expressly understood and agreed that the University assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigation thus made, the records thereof, or of the interpretations set forth therein, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas or any part thereof, or that unanticipated for developments may not

occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

- C. The availability or use of the records of investigations of soil or subsurface conditions and/or logs of test borings shall not be construed as a waiver of the CM/Contractor's duty to examine the Project site of the Work contemplated. CM/Contractor is cautioned to make such independent investigations and examinations as necessary to satisfy the CM/Contractor of subsurface conditions to be encountered in the performance of the Work.
- D. The records of investigations will not relieve CM/Contractor from the risk of unanticipated soil or subsurface conditions or from properly fulfilling the terms of the Contract at the Contract Sum.
- E. CM/Contractor shall promptly, and before such condition is disturbed, notify the University's Representative in writing if soil or subsurface conditions are encountered which require, in the opinion of the University's Representative, design details which differ from those design details shown in the Contract Documents and the University's Representative finds that such revised, design details will cause an increase or decrease in the cost of, or the time required for performance of the Contract, the University's Representative will, after approval by the University, modify the Contract terms in writing to provide for the change in design details and to provide for an adjustment in cost and/or time of performance as permitted in the General Conditions.

1.9 RESPONSIBILITY FOR ACCURACY OF SITE DATA

- A. Upon application to the University to do so, the CM/Contractor will be permitted to enter the Project site to put down test holes or trenches to determine the conditions for construction prior to bidding, and subject to compliance with the requirements of Division 1. Such test holes or trenches shall be located at least 10 feet clear of any existing foundations, and/or any existing trees, utilities, or other improvements. Test holes shall be backfilled with granular backfill as specified. The test holes shall be kept full of water during backfilling; the backfill shall be hand shoveled into the hole so that it is completely dispersed and "puddled" as placed. Drill cuttings shall be neatly piled over the hole after backfilling. Material to be excavated is assumed to be earth or other materials that can be removed by power earth moving equipment, including rippers.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 45 00

SECTION 01 51 00
TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 REQUIREMENTS

- A. CM/Contractor shall provide and maintain temporary utilities for construction operations and related necessary temporary structures. Remove them when they are no longer needed.
- B. CM/Contractor shall pay for connections/disconnections of all temporary utilities; e.g., gas, water, power, and telephone.
- C. CM/Contractor shall pay for connections for water and electricity to Project site sources.
- D. University does not guarantee amounts of water and electricity available from existing University's sources, nor will the University be responsible for interruptions in service.
- E. CM/Contractor shall maintain and operate systems to provide continuous service.
- F. CM/Contractor shall modify and extend systems as required.
- G. Materials may be new or used, but shall be adequate for the required purposes. Their use and methods of installation shall not create unsafe conditions or violate requirements of Applicable Codes Requirements.

1.2 REMOVAL AND RECONDITIONING

- A. CM/Contractor shall remove all temporary services installed as a requirement of these Contract Documents. Restore utilities to their original condition at the completion of Work.
- B. CM/Contractor shall legally and properly dispose of all debris resulting from removal and reconditioning operations.
- C. CM/Contractor shall direct Concrete, Drywall and Painting Subcontractors to patch and repair building elements as required by temporary utility removals.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. CM/Contractor shall install and use temporary utilities in accordance with latest version of the following:
 - 1. California Electrical Code.
 - 2. Federal, State, and local codes and regulations.
 - 3. Utility company requirements.

1.4 TEMPORARY ELECTRICITY

- A. University will not provide electricity free of charge. CM/Contractor shall make connections to temporary power in coordination with University Representative, and

make account arrangements directly with PG&E for that temporary power service. When the temporary power connection is switched over to the University's electrical service the CM/Contractor shall meter their temporary electricity use and will be charged based on average UC Merced rates.

- B. Refer to Instructions to Bidders for temporary electrical scope of work and CM/Contractor's responsibility.

1.5 TEMPORARY FIRE PROTECTION

- A. CM/Contractors shall conform to the rules, regulations, and instructions of the University and the Designated Campus Fire Marshal (DCFM) and such agencies having jurisdiction or identified by the University's Representative. The CM/Contractor shall:
 - 1. Ensure that no burning shall be done on Project site.
 - 2. Provide and maintain fire protection equipment including extinguishers, fire hoses, and other equipment as necessary for proper fire protection during the course of the Work.
 - 3. Use fire protection equipment only for extinguishing fires.
 - 4. Locate fire extinguishers in field offices, storage sheds, tool houses, other temporary buildings, and throughout the Project site.
- B. In the area under construction demolition, the CM/Contractor will provide at least 1 multi-purpose dry chemical fire extinguisher for each 3,000-square feet of building floor area. Locate fire extinguishers so that a person never has to walk more than 75 feet to obtain one. Fire extinguisher minimum size must be 4A:20BC (10 pound ABC). Use fire protection equipment only for fighting fires. Any additional fire extinguishers required for the scope of work are to be provided by the General Contractor.
- C. CM/Contractor shall assigned a qualified person with authority to maintain fire protection equipment, institute fire prevention measures, be a liaison with the University's Representative, DCFM and such agencies having jurisdiction or identified by the University's Representative, and direct the prompt removal of combustibile and waste materials from the Project site. Prior to start of Work, the CM/Contractor shall organize a mandatory safety meeting. The attendees at this meeting shall at a minimum include the University's Representative, a representative of the DCFM, the CM/Contractor's Project Site Superintendent and the CM/Contractor's Fire Liaison.
- D. CM/Contractors shall instruct all subcontractors in the site fire prevention measures, the location of fire extinguishers and the procedures for dealing with fire on site.
- E. Call 9-1-1 and pull fire alarm box when applicable, for any emergency. Report the exact location (building name and street intersection) and nature of the emergency. The CM/Contractor is responsible for and will be billed for fire response charges (actual cost of personnel and equipment) for any false alarm and needless call.
- F. Refer to Section 01 41 00 Regulatory Requirements for permits required.
- G. Vehicles or storage of materials on Project site must not obstruct, block or damage or render useless any fire hydrants, fire department connection, fire alarm box or fire access roadway. Any necessary road closures or disruption to utilities shall be requested

through the University's Representative as stated in Section 01 35 00 Special Requirements.

- H. Do not tamper with or work on any fire alarm or fire protection system without first gaining authorization from the University's Representative. System shutdown requests shall require a minimum of 48 hours advance notice. Contact University's Representative for any such requests.

1.6 TEMPORARY HEAT, VENTILATION AND AIR CONDITIONING

- A. CM/Contractor shall provide temporary heat and ventilation as required by the Instructions to Bidders and as required to maintain adequate environmental conditions to meet specified minimum conditions for installation of materials; and to protect equipment, materials, and finishes from damage due to temperature or humidity for all work. The use of temporary heating appliances will require a Hazardous Condition Permit as specified in Section 01 41 00 Regulatory Requirements.
- B. CM/Contractor shall provide adequate forced ventilation of enclosed areas to cure installed materials, to prevent excessive humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases for their own work.

1.7 TEMPORARY SANITARY FACILITIES

- A. Portable Chemical Toilets and maintenance will be provided by the CM/Contractor.
- B. Permanent toilet facilities within an existing building shall not be used without written authorization of the University.

1.8 TEMPORARY TELEPHONE SERVICE

- A. The CM/Contractor shall provide a mobile radio system on-site at all times for effective University's Representative communications with the CM/Contractor's field personnel. A radio will be provided to the University's Representative.

1.9 TEMPORARY WATER

- A. University will not provide water free of charge. CM/Contractor shall meter temporary water and will be charged based on average UC Merced rates.
- B. Water may be taken from University's systems in such quantities and at such times as they are available. If this is done, the CM/Contractor using the water source shall provide all equipment, including metering, connections, and other materials necessary for extending the utility lines to where they will be used. Coordinate the installation with University's Representative. The CM/Contractor shall pay for connections and removal of connections to the local water and power mains. CM/Contractor shall pay the University a rate of \$5.77/1,000 gal of water.
- C. If water is obtained from a campus fire hydrant, the hydrant valve shall not be used as a control valve. Use hydrant wrench; do not use pipe wrench. The CM/Contractor using water source shall provide all valving necessary to control the flow of water.
- D. The CM/Contractor shall:

1. Use a reduced pressure backflow preventer shall be used at any connection to University's system, including fire hydrants.
2. Install according to California Administrative Code, Title 17, Section 7603(c), and test immediately after installation by a certified tester in accordance with Title 17, CAC, Section 7605(d).
3. Install piping with taps located so that water is available throughout the Project site by the use of hoses. Protect piping and fittings against freezing.
4. Provide water for human consumption in accordance with the regulatory requirements for potable water.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 51 00

SECTION 01 56 00
TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 TEMPORARY FACILITIES

- A. CM/Contractor shall provide and maintain the following temporary facilities as required for prosecution of the Contract:
1. All scaffolding, staging, runways, and similar equipment necessary to complete own work is to be provided by the responsible CM/Contractor installing the said work.
 2. Temporary rigging, rubbish chutes, ladders between floors and similar equipment shall be provided by the CM/Contractor requiring said work
 3. Barricades, lights and similar safety precautions shall be provided by the CM/Contractor requiring said work.
 4. OSHA compliant guardrails at floor openings and building perimeter shall be provided as well as toe guards upon placement of concrete slabs, and the CM/Contractor shall maintain the guardrails until they are no longer required at which time they will be removed from the project site.
 6. The CM/Contractor shall erect and maintain a temporary OSHA compliant guardrail system around the storm drain and sanitary sewer excavations and shall remove it when directed by the University's Representative.
 7. All materials and equipment required to safely accomplish Work under this Section shall be in conformance with requirements of California Occupational Safety and Health act (COSHA), Chapter 5 of CalTrans Traffic Manual and other State and Federal Codes and regulations where applicable.
- B. Codes: All temporary Work and facilities shall conform to the above requirements that pertain to operation, safety and fire hazard.
- C. Removal: Upon completion of the Work, and before the final payment, the responsible CM/Contractor shall remove all temporary Work and facilities to put the Project site in the condition required by the Contract Documents with no additional cost to the University.

1.2 TEMPORARY PROJECT CONSTRUCTION FENCE

- A. The CM/Contractor shall not place any signs, advertisements, notices, or graphic materials on construction fencing that have not been approved in advance by University's Representative.
- B. Fencing shall be provided and maintained by CM/Contractor.
- C. CM/Contractor is responsible for any damage caused by CM/Contractor's Operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 56 00

SECTION 01 56 39
TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The CM/Contractor shall provide and maintain temporary fencing around all trees shown to be protected on the contract drawings. The CM/Contractor shall assume responsibility for watering and maintaining these trees throughout the construction duration. The CM/Contractor shall perform all work necessary and required to protect and maintain all trees, shrubs and turf within the limits of the Work in healthy growing condition at all times during the Project where own work is adjacent to trees, shrubs and turf. If during the course of construction, any adjacent trees or shrubs are damaged due to own work performed in said area, penalties will be assigned for tree injury which results in the decline or death of trees. The preservation of existing trees to remain is of great importance.
- B. Limit of Work: Refer to Drawings for limits of Work.
- C. Definitions
 - 1. "Injury" is defined, without limitation, as any bruising, scarring, tearing, or breaking of roots, branches, or trunk.
 - 2. "Tree protection zone" is defined for each species. Species tolerance to construction impacts and the tree's age determine the radius of the tree protection zone. The tree protection zone shall be 1.5 feet per inch trunk diameter unless otherwise noted by the University's Representative.
 - 3. "Existing tree" is defined as any or all of the existing trees to be preserved, as designated on the Drawings.
 - 4. "Consulting Arborist" is a certified arborist registered by the International Society of Arboriculture (ISA). The General Contractor shall submit Arborist's credentials for review by the University's Representative 14 calendar days prior to the Preconstruction Conference defined in Subsection 1.5. Consulting Arborist shall be supplied at the expense of the General Contractor.

1.2 STANDARDS

- A. Published specifications, standards, tests, or recommended methods of trades, industry, or governmental organizations apply to the Work of this Section. In addition, CM/Contractor shall conduct operations in accordance with: Cabling, Bracing and Guying Standards for Shade Trees, latest revision, as published by the National Arborist Association (NAA), 174 RT 101, Bedford, New Hampshire 03102.

1.3 QUALITY ASSURANCE

- A. General Responsibility: The CM/Contractor shall be directly responsible for protection and welfare of all existing trees within the limits of own Work area. This responsibility shall continue until the entire Project is completed and accepted by the University and through maintenance period.

1.4 SITE CONDITIONS

- A. Protection: The CM/Contractor shall become acquainted with all site conditions, and shall take necessary precautions to protect site conditions and permanent improvements. Damage caused by the CM/Contractor shall be repaired or replaced to its original condition to the satisfaction of the University's Representative. Should utilities, grade changes, or other conditions not shown on the Drawings be found within the tree protection zone during the course of the Work, report to the University's Representative in writing, and obtain instruction prior to proceeding with the Work affected.
- B. Field-verify all dimensions, grades, and coordinates, which affect existing trees and plants. Indicate elevations at the base of all trees within the limits of the work on the grading plan. Report discrepancies to the University's Representative in writing, and obtain the University's Representative's instructions prior to proceeding with the Work affected.

1.5 PRECONSTRUCTION CONFERENCE

- A. It shall be the responsibility of the CM/Contractor to call for a meeting at the Project site with the University's Representative. Meeting attendees shall include the CM/Contractor, University's Representative, Consulting Arborist, Engineers, and Architects. This meeting shall occur prior to start of construction of any nature within the protection zone of the trees.
- B. The purpose of the meeting shall be to establish the conditions of all existing trees upon receipt of the Project site by the CM/Contractor. Failure to call for said meeting implies acceptance by the CM/Contractor of existing trees in their existing condition.
- C. The University's Representative shall document the condition of the trees prior to this meeting. The purpose of the meeting shall be to confirm what work is to occur near the trees and to discuss mitigation of the potential impacts on trees to be preserved if necessary.

1.6 REPAIR AND COMPENSATION

- A. Any damage to existing tree trunks, limbs or roots over 2 inches in diameter shall be immediately reported in writing to the University's Representative and, at the direction of the University's Representative, repaired immediately at the CM/Contractor's expense by the approved Consulting Arborist.
- B. The Consulting Arborist shall direct repair of trees damaged by construction operations. Repairs shall be made promptly after damage occurs to prevent progressive deterioration of damaged trees.
- C. The CM/Contractor shall compensate the University for any tree or shrub to remain which is damaged or destroyed owing to the CM/Contractor's failure to provide adequate protection. Said compensation will be assessed by the University's Representative using the following schedule of values using the "tree caliper" method (greatest trunk diameter, measured 30 inches above ground):

1. For trees and shrubs with diameters up to and including 4 inches, compensation shall be the actual cost of replacement with item similar in species, size, and shape, including:
 - a. Actual cost of item boxed out of ground.
 - b. Transportation and delivery of boxed item to Project site.
 - c. Planting and staking.
 - d. Maintenance, including watering, fertilizing, pruning, pest control, and other care for a period of 90 calendar days to the satisfaction of the University's Representative.
 2. For trunks up to:
 - a. Twelve inches - \$7,200
 - b. Thirteen inches - \$8,200
 - c. Fourteen inches - \$9,200
 - d. Fifteen inches - \$10,000
 - e. Sixteen inches - \$11,500
 - f. Seventeen inches - \$12,000
 - g. Add \$1,200 for each caliper inch or partial caliper inch over seventeen inches.
 3. A penalty shall be assessed for limb damage of \$200 per inch of limb diameter for any limb greater than 2 inches in diameter, measured where the limb should be pruned in order to make a proper thinning cut.
 4. A penalty will be assessed of \$20 per square inch of tree trunk area damaged. This penalty shall be assessed when it is determined that the General Contractor is responsible for damage to a tree trunk, but the tree is still healthy enough to remain at the site. An example of this kind of damage would be the collision of a tractor with the trunk of a mature tree where the bark is peeled back, and the damaged area will require repair and healing.
- D. Damaged tree limbs or trees that have died as a result of injury during construction shall remain the property of the University and shall remain or be removed by the General Contractor as directed by the University's Representative.

1.7 WARRANTY OF REPLACEMENT PLANT MATERIAL

- A. CM/Contractor shall warrant that all plants covered by the provisions of this Section will be healthy and in flourishing condition of active growth 1 year from the date of Final Acceptance.

1.8 MAINTENANCE DURING CONSTRUCTION

- A. Maintenance includes, but is not limited to mitigation of damage due to storm drainage, or any condition, which requires immediate attention, and proper placement & maintenance of Tree Protection Fencing. Unauthorized moving of fencing which leads to damage of plant material may be subject to charges incurred by the CM/Contractor. If the CM/Contractor fails to perform routine maintenance, the cost of labor or a maintenance crew shall be paid by the CM/Contractor.
- B. The CM/Contractor shall perform periodic inspections of existing trees to be preserved and submit written proposals to the University's Representative for additional maintenance Work as may be required to ensure the health and general well being of the

plant material. The CM/Contractor shall retain, at the direction of the University's Representative, additional specialists as may be required to perform this Work.

- C. Irrigation: Following co-ordination with the University's Representative, existing trees to be preserved shall be given water to saturate the top 3 to 4 feet (as demonstrated by the soil probe) of the soil within the tree protection zone and 2 to 3 feet extending from the tree protection zone. Quantities, frequencies, and lengths of watering time are variable and shall depend upon seasonal rainfall. Irrigation recommendations of the University's Representative shall be followed.

1.9 TREE PROTECTION FENCING

- A. Tree protection fencing shall be chain-link fencing (minimum 6-feet) on concrete anchor blocks unless otherwise noted.
- B. The CM/Contractor shall install tree protection fencing around trees to be preserved at a distance required from the base of the trunk to the protection zone. All fencing shall remain until Project completion, and it shall then be removed only as directed by the University's Representative.
- C. During the course of construction, CM/Contractor shall relocate the fence if required to facilitate construction only after notifying University's Representative, to avoid compaction or other injury of tree roots.
- D. The CM/Contractor shall relocate the fence if required to facilitate construction to avoid compaction or other injury of tree roots only after notifying University's Representative.
- E. The CM/Contractor shall protect the fencing and shall be responsible for any damage incurred to the fences requiring replacement or reinstallation.
- F. Approval of the University's Representative for Work within the fenced area shall not release CM/Contractor from any of the provisions specified herein for the protection of existing trees.

1.10 PLANT LIFE PROTECTION

- A. Protection: All trees, shrubs and turf not marked for removal shall be protected against damage from construction operations.
- B. Tree Protection:
 - 1. Where necessary in the opinion of the University's Representative, trees within the limits of the Work shall be protected with tree protection fencing. No trees shall be cut or felled without specific permission from the University's Representative. Trees cut or damaged without written permission of the University's Representative shall be subject to provisions of Repair and Compensation.
 - 2. Cutting and Pruning: Cutting and pruning of trees as required to accommodate construction shall be done only with the specific permission and direction of the University's Representative. Except as required by excavation or trenching shown on the Drawings, soil within the tree protection zone shall not be disturbed. University's Representative shall be notified immediately if roots of a

diameter greater than 2 inches must be cut. Where trenching or excavation for utilities or new construction is required within tree protection zones, tunneling under and around roots shall be done by hand digging line-boring or vacuuming to minimize damage to the root systems.

3. Tree Protection Zone: Do not permit the following within the tree protection zone of an existing tree, except as specified in this Section:
 - a. Storage or parking automobiles or other vehicles.
 - b. Stockpiling of building material, refuse, or excavated materials.
 - c. Skinning or bruising of bark.
- C. Shrub and Turf Protection: Keep damage to shrubs, turf and other plant materials to a minimum and restore to original condition. Turf to be restored with sod lawn unless otherwise approved by the University's Representative.
- D. Maintenance: It shall be the responsibility of the General Contractor to maintain all plant materials and turf within the Project site in a healthy, thriving condition during the life of the Contract.

1.11 GENERAL PROTECTION

- A. During the course of construction, take all necessary precautions to protect the existing trees from injury or death. Protection shall be given to the roots, trunk, limbs and foliage of all existing trees.
- B. Approval by the University's Representative for Work within the tree protection zone shall not waive the CM/Contractor's responsibility for complying with the requirements of this Section.
- C. During the course of construction of approved Work within the tree protection zone, no roots larger than 2 inches in diameter shall be cut without prior written approval by the University's Representative.
- D. Do not permit the following within the tree protection zone of an existing tree, except as specified in this Section:
 1. Storage or parking automobiles or other vehicles.
 2. Stockpiling of building material, refuse, or excavated materials.
 3. Skinning or bruising of bark.
 4. Use of trees as support posts, power poles, or signposts; anchorage for ropes, guy wires, or power lines; or other similar functions.
 5. Dumping of poisonous materials on or around trees and roots. Such materials include but are not limited to paint, petroleum products, contaminated water, or other deleterious materials.
 6. Cutting of tree roots by utility trenching, foundation digging, placement of curbs and trenches, and other miscellaneous excavation without prior written approval by the University's Representative.
 7. Damage to trunk, limbs, or foliage caused by maneuvering vehicles or stacking material or equipment too close to the tree.
 8. Compaction of the root area by movement of trucks or grading machines, storage of equipment, gravel, earth fill, or construction supplies, etc.
 9. Excessive water or heat from equipment, utility line construction, or burning of trash under or near shrubs or trees.

10. Damage to root system from flooding, erosion, and excessive wetting and drying resulting from dewatering and other operations.
 11. Do not permit the use of herbicide, within the area of the tree protection zone without prior written approval from the University's Representative. The application of herbicides anywhere on the Project site to which can be attributed the decline or death of existing trees shall constitute negligence on the part of the CM/Contractor. CM/Contractor shall be liable for damages.
 12. During construction the existing site surface drainage patterns shall not be altered within the area of the tree protection zone, except as shown on the Drawings.
 13. CM/Contractor shall not alter the existing water table within the area of the tree protection zone.
 14. Grading is to be avoided within the tree protection zone unless absolutely necessary. Grading techniques and mitigation procedures are to be specified by the University's Representative.
- E. All necessary measures shall be taken to maintain healthy living conditions for existing trees to be preserved. Such measures shall include but not be limited to periodic washing of leaves for the removal of dust, irrigation, etc.
- F. Excavation Around Trees
1. Excavation within tree protection zone of trees shall be done only where absolutely necessary and by, or at the direction and with approval from the University's Representative.
 2. Where trenching for utilities is required within tree protection zones, tunneling under and around roots shall be by hand digging. Main lateral roots, and taproots shall not be cut. Smaller roots that interfere with installation of new Work may be cut. Where appropriate, an underground method of pipe installation referred to as "line-boring", around sensitive roots, sidewalks and roads. Determination would be by the University's Representative as to when it would be appropriate to use this method.
 3. Where excavation for new construction is required within tree protection zone of trees, hand excavation and tunneling shall be employed to minimize damage to root systems. If large, main lateral roots are encountered, they shall be exposed beyond excavation limits. If encountered immediately adjacent to location of new construction and relocation is not practical, roots shall be cut approximately 6 inches back from new construction. Obtain approval from the University's Representative before cutting.
 4. Prior to excavation for drain line along existing sidewalk, tree roots shall be cut with a mechanical root-cutter rather than typical trenching to minimize root wrenching.
 5. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be packed with wet peat moss or 4 layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill. The cover over the roots shall be wetted to the point of runoff so roots stay moist. This should be done at least daily during most seasons, but may required more frequent watering during the summer months. Excavations shall be closed within 24 hours; and, where this is not possible, the side of the excavation adjacent to the tree shall be kept shaded with burlap or canvas. No excavation shall occur within 10 feet of the trunk of any tree. Excavations within 20 feet of any tree

shall be limited to that which is absolutely necessary for building construction under the supervision of the University's Representative.

6. Branching structure shall be thinned in accordance with NAA "Pruning Standards and Practices" to balance structural or weight balance problems in the crown of the tree that might lead to further damage. Thinning shall not exceed 30 percent of existing branching structure.

G. Backfilling

1. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Jet backfill when trench has been backfilled to half its depth and again when fully backfilled, making certain no air pockets exist around roots.
2. Do not use mechanical equipment to compact backfill. There shall be no air tamping used to avoid compaction of tree root systems. Tamp carefully using hand tools, refilling and retamping until Final Acceptance as necessary to offset settlement.

1.12 TRIMMING OF TREES

- A. In company with the University's Representative ascertain the limbs and roots, which are to be trimmed, and clearly mark them to designate the approved point of cutting.
- B. A Consulting Arborist, certified by the International Society of Arboriculture (ISA), may be engaged to direct removal of branches from trees and large shrubs that are to remain if required to clear for new construction.
- C. Dead and damaged trees that are determined by the University's Representative to be incapable of restoration to normal growth pattern shall be removed at no additional cost to the University.
- D. Pruning operations shall be extended to restore the natural shape of entire tree where directed by the University's Representative and as noted on the Drawings.
- E. Cut evenly, using proper tools and skilled workers, to achieve neat severance with the least possible damage to the tree. Follow ISA Pruning Guidelines.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 56 39

SECTION 01 57 23
STORM WATER POLLUTION PREVENTION

PART 1 - GENERAL

1.1 SCOPE

- A. Discharge of pollutants (any substance, material, or waste other than clear, uncontaminated storm water) from the project into the storm drain system is strictly prohibited by the Central Valley Regional Water Quality Control Board's (CVRWQCB) Water Quality Control Plan (Basin Plan).
- B. CM/Contractor to provide all material, labor, and equipment for installation, implementation, and maintenance of all surface-water pollution prevention measures. This work includes the following:
 - 1. Furnishing, placing, and installing effective measures for preventing runoff of soil, silts, gravel, hazardous chemicals or other materials prohibited by the CVRWQCB from entering the storm water drainage system.
 - 2. Management of on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off into the storm drain system.
 - 3. Complying with applicable standards and regulations specified herein.
 - 4. Maintain 1 copy of the most current revised Storm Water Pollution Protection Plan (SWPPP) at the Contractor's work site.
 - 5. Review any changes in the SWPPP plan each week at the weekly meetings with University's Representative and others. At each weekly meeting, the Contractor shall submit a numbered checklist of the current status of each prevention measure on the job site.
- C. In this section, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, ditches, and the Fairfield Canal and Little Lake.
- D. Sanitary sewer discharge regulations are intended to provide protection of the sanitary sewer system and the University's or local Waste Water Treatment Plant (WWTP). In this section, "sanitary sewer" shall include any sanitary sewer manhole, clean out, sewer laterals or other connection to the WWTP.
- E. CM/Contractor shall have storm water pollution prevention measures in place and conduct inspections year-round. It is the responsibility of the General Contractor to be prepared for a rain event in the non-rainy season, and to be aware of weather predictions. The University is not responsible for informing the General Contractor of rain predictions.
- F. Sanitary sewer blockages can result in a back-up and discharge to the storm drain system. CM/Contractor shall immediately notify the University's Representative if they become aware of a clogged sanitary sewer associated with the Project.

- G. CM/Contractor shall not allow any non-storm water from the Project to enter the storm drain system. Examples of non-storm water include water used for dust suppression, pipe flushing and testing, and domestic supply water used to wash streets, painting and drywall equipment, vehicles, or other uses.
- H. Water resulting from de-watering an excavation may be discharged to a storm drain only if it is free of pollutants, including sediment. CM/Contractor shall use methods such as a settling basin or filter to ensure that dewatering discharges are free of pollutants.

1.2 REGULATIONS AND STANDARDS

- A. CM/Contractor shall comply with the following applicable regulations, including all applicable amendments:
 - 1. Clean Water Act, United States Environmental Protection Agency, and Porter-Cologne Water Quality Act, State of California.
 - 2. Central Valley Regional Water Quality Control Board's Basin Plan, 1998 Edition.
 - 3. Waste Discharge Requirements Order No. 2010-0014-DWQ (National Pollutant Discharge Elimination System (NPDES) Permit No. CAS000002) These Orders are referred to as the General Permit.
 - 4. NPDES Phase II General Municipal Permit requirements.
- B. CM/Contractor shall comply with the following standards and guidelines on storm drain pollution prevention:
 - 1. California Stormwater Quality Association Handbooks – Construction, Municipal, Industrial and Commercial, and New Development and Redevelopment. These documents can be viewed and downloaded from the Association's website at <http://www.cabmphandbooks.org>.

1.3 SUBMITTALS

- A. Submittals shall comply with requirements specified in Section 01 33 23 Shop Drawings, Product Data and Samples.
- B. Submit a New Construction Project Information Form (Exhibit 34) to University's Representative. This form is required for compliance with the campus-wide permit with the CVRWQCB for discharges of storm water associated with construction activities.
- C. Review the University's Storm Water Pollution Prevention Plan (SWPPP) prior to ground breaking. The SWPPP contains all required elements specified in the General Permit using the SWPPP Template in Appendix B of the California Stormwater Quality Association – Stormwater Best Management Practice Handbook for Construction. This template can be downloaded from the California Stormwater Quality Association website at <http://www.cabmphandbooks.org/Construction.asp>. The SWPPP has been developed and revised as necessary to meet the following objectives:
 - 1. To identify pollutant sources that may affect the quality of storm water discharges associated with construction activity from the construction site.
 - 2. To identify non-storm water discharges.

3. To identify, construct, and implement storm water pollution prevention measures (Best Management Practices, or BMPs) to reduce or eliminate pollutants in storm water discharges from the construction site, both during construction and after construction is completed.
 4. To develop a maintenance schedule for BMPs installed during construction designed to reduce or eliminate pollutants after construction is completed (post-construction BMPs).
 5. CM/Contractor shall notify the University whenever there is a change in construction, operations or site conditions that may affect the discharge of pollutants to surface waters so that the SWPPP can be amended. All amendments should be dated and directly attached to the SWPPP.
 6. The SWPPP shall include a site map and site-specific written plans that describes pollution sources for the construction activity and the methods that will be used for erosion and sediment control, hazardous materials management, and any other construction activity that are sources of pollution. The list of topics to be covered in the plan are included in Part 3 Execution of this Section.
- D. Site work shall not commence until the SWPPP has been reviewed and accepted by the University's Representative.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials as required for execution of the Work.

PART 3 - EXECUTION

3.1 GENERAL

- A. The CM/Contractor shall provide qualified personnel that will implement the University's SWPPP. The General Contractor will choose the best available performance-based technology and methods to prevent storm water pollution for construction site activity. The method(s) chosen shall be appropriate for each specific site condition.
- B. The CM/Contractor shall provide a Qualified SWPPP Practitioner (QSP) to make all required inspections and complete inspection checklist, using a form provided by the State Water Board or Regional Water Board. General Contractor shall make all necessary corrections or changes noted on the inspection checklist.

3.2 SWPPP TOPICS

- A. Following are topics addressed in the SWPPP:
1. Introduction/Site Description:
 - a. The SWPPP shall include basic information about the project including: size of site, type of construction, location of site, project start date and estimated completion

date. The site description shall be updated to reflect changes in conditions which may reflect.

2. Maps:
 - a. The General Permit has specific map requirements, including a topographic map showing the location of nearby surface water bodies and the discharge location(s) for the site. A detailed site map is also required, which shall identify areas of soil disturbance, location of surface water bodies, areas of existing surface vegetation, location of sediment or pollutant control measures, site drainage patterns, areas used for storage of soils, waste, or materials, vehicle and equipment parking or service areas, existing paved areas and location of post-construction controls. The maps shall be updated as needed to reflect changes as the project progresses. The approved map and plan shall be kept onsite for reference by the Contractor, University's Representative or governmental agencies.
3. Description of Site and Soil Types:
 - a. Include the following estimates:
 - 1) The size of the construction site (in acres) ;
 - 2) The runoff coefficient of the site before and after construction;
 - 3) The percentage of the area of construction that is impervious before and after construction) .
4. Pollutant Sources:
 - a. List and describe pollutants that are likely to be present in storm water discharges from the site, such as sediment, waste materials, concrete, etc. Describe the locations of storage or use of such materials and the measures to prevent pollution.
5. Toxic Materials:
 - a. Describe all toxic materials that will be used during construction, such as adhesives, paint, petroleum products, pesticides, and vehicle fluids. Describe the locations of storage or use of such materials and the measures to prevent pollution.
6. Erosion and Sediment Control:
 - a. Provide a description of erosion and sediment control measures that will be used on the site, and correlate the description with the site map. Areas requiring erosion control measures are exposed soil, such as stockpiles, bare soil, sloped soil, and any area of disturbed soil. Erosion control measures include paving, tarp placement, soil blankets, mulching, seeding, hydro-mulching, and spreading straw. Sediment control measures include drain inlet protection, filter fabric, geo-textile silt fencing, gravel placement, gravel or sand bag placement, and straw wattle placement. This list is not all inclusive and the General Contractor should refer to the resources listed in this section to identify the best measures for the project. Describe measures to reduce the tracking of sediment from the site. Describe waste disposal practices and methods to prevent waste materials from polluting storm water. Indicate the location of concrete washout areas. Both erosion and sediment control practices are designed to be implemented as an integrated system of pollution control. Without erosion controls, sediment controls are easily overwhelmed and will not prevent pollution.
7. Non-Storm Water Management:

- a. Describe all non-storm water discharges that may occur on site. Examples of non-storm water discharges include irrigation runoff, street cleaning, spills, or leakage from storage tanks. Non-storm water discharges should be eliminated or reduced to the extent feasible. Discharges from dewatering are allowed only if they are free of pollutants, including sediment.
8. Maintenance, Inspection and Repair of Controls:
 - a. Structural pollution controls require ongoing inspection, maintenance and repair. General Contractor shall maintain all pollution control measures to achieve compliance with the SWPPP and General Permit. Describe procedures for responding to failure of any structural controls and indicate the persons responsible for inspection, maintenance and repair.
9. Spill Prevention and Control:
 - a. Measures to prevent, control and respond to spills shall be described in the SWPPP. CM/Contractor shall take precautions to prevent accidental spills of pollutants, including hazardous materials brought onsite by the CM/Contractor. However, in the event of a spill, the CM/Contractor shall be responsible for the following:
 - 1) Immediately contain and prevent leaks and spills of prohibited pollutants from entering the storm drain system. Clean up the spill and label the contained material. Store the container in a safe place and contact the University's Representative prior to disposal of the waste by the General Contractor. CM/Contractor shall keep a spill kit on site at all times for this purpose. The General Contractor shall also keep a sampling kit, with the spill kit. At a minimum, three appropriate vials for sampling.
 - 2) CM/Contractor shall comply with all federal, state, and local hazardous waste requirements. Ensure that no spilled materials are washed into the streets, gutters, storm drains, or creeks.
 - 3) Report any hazardous or unknown material spills immediately to the University's Representative and the University of California, Merced Office of Environment, Health and Safety. If a spill occurs after hours or on a weekend, call (209) 658-8487 and Merced County Department of Public Health, Division of Environmental Health at (209) 381-1090.
10. Post-Construction Stormwater Management
 - a. Describe all the control practices to reduce pollutants in storm water discharges after the construction activities are completed at the site. Post construction BMPs include: minimizing land disturbance, minimizing impervious surfaces, treatment of storm water runoff using filtration, use of efficient irrigation systems, and planting to reduce erodable surfaces.
11. Personnel:
 - a. Identify and describe the training of the personnel responsible for the implementation and monitoring of the SWPPP and BMPs. Documentation of training shall be available upon the request of the University's Representative or a regulatory agency.
12. Notification List:
 - a. Provide the company's name, address and telephone number, along with a contact person's name and telephone number for everyone responsible for implementation

of the SWPPP. The CM/Contractor shall inform all subcontractors (if any) of the water pollution prevention requirements contained in this specification and the site-specific SWPPP and include appropriate subcontract provisions to ensure that these requirements are met.

13. Monitoring and Reporting:

- a. The SWPPP shall describe the monitoring program to ensure compliance with the General Permit. The monitoring plan shall include site inspections and the University's QSP shall conduct inspections of the construction site weekly, prior to anticipated storm events, during extended storm events, and after actual storm events to identify areas contributing to a discharge of storm water associated with construction activity. The name(s) and contact number(s) of the assigned QSP inspection personnel shall be listed in the SWPPP. Weekly and pre-storm inspections are to ensure that BMPs are properly installed and maintained; post-storm inspections are to assure that the BMPs have functioned adequately. The CM/Contractor should also be inspecting BMPs regularly, prior to and after storm events to insure they are installed and maintained. During extended storm events, inspections by the QSP shall be required each 24-hour period. BMPs shall be evaluated for adequacy and proper implementation and whether additional BMPs are required in accordance with the terms of the General Permit.
- b. Inspections by the QSP must be documented and the records maintained onsite for review by the University's Representative or regulatory agencies. If instances of non-compliance with the General Permit are identified, the CM/Contractor shall notify the University's Representative immediately. Corrective measures should be implemented immediately following discovery of an exceedance of water quality standards or other instance of non-compliance.

3.3 ENVIRONMENTAL ENFORCEMENT

- A. The CVRWQCB has authority to enforce, through codified regulations, any portions of this Section that may violate applicable regulations. Agency enforcement may include but is not limited to: citations, orders to abate, bills for cleanup costs and administration, civil suits, and/or criminal charges. Contract compliance action by the University shall not be construed to void or suspend any enforcement actions by these or other regulatory agencies.
- B. CM/Contractor shall notify the University's Representative within 24 hours after issuance of any citation(s) issued by any regulatory agency and shall be responsible for all fines and costs necessary to correct the conditions listed in the citation(s) to include all legal fees and University expenses.

END OF SECTION 01351

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS

A. All material and equipment incorporated in the Work shall be:

1. New.
2. In a condition acceptable to the University's Representative.
3. Suitable for intended use.
4. Clean, dry, and undamaged.

1.2 TRANSPORTATION AND HANDLING

- A. Arrange for delivery of materials and equipment to minimize length of onsite storage prior to installation.
- B. All common carrier deliveries shall be marked for the CM/Contractor. Identify location of Project site by Project name, street address, etc.
- C. University will not receive deliveries on behalf of the CM/Contractor.
- D. Deliver manufactured products and materials in their original unbroken containers or bundles, clearly labeled with manufacturer's name, brand, and grade seal or model number and labels intact until time of use.
- E. Handle materials and equipment in a manner to avoid damage to products and their finishes.
- F. Promptly remove damaged or defective products from the Project site and replace at no additional cost to the University.

1.3 STORAGE AND PROTECTION

- A. Other than Project site, storage space may not be available.
- B. Store manufactured products in accordance with manufacturers' instructions and with seals and labels intact and legible.
 1. Store products subject to damage by the elements in weather tight enclosures.
 2. Maintain temperature and humidity in accordance with manufacturers' recommendations.
- C. Exterior Storage
 1. Store materials and equipment above ground on blocking or skids to prevent soiling, staining, and damage.
 2. Cover products that are subject to damage by the elements with impervious protective sheet coverings. Provide adequate ventilation to prevent condensation.

3. Store sand, rock, or aggregate material in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- D. Arrange storage to allow adequate inspection.
 - E. Periodically inspect stored products to assure that products are maintained under specified conditions and are free from damage and deterioration.
 - F. Protection After Installation
 1. Prevent damage to materials and equipment.
 2. Use whatever protective materials or methods are necessary to prevent damage to installed products from traffic, construction operations, and weather. Remove protection when no longer required.
 3. Maintain temperature and humidity conditions in interior spaces for the Work in accordance with manufacturers' instructions for the materials and equipment being protected.

1.4 UNDERWRITERS' LABORATORIES LABEL

- A. Materials and equipment, for which Underwriters' Laboratories, Inc. (UL) standards have been established and their label service is available, shall bear the appropriate UL Label.

1.5 MANUFACTURERS' TRADE MARKS AND NAMES

- A. University's Representative reserves the right to review and request the removal or redesign of manufacturers' trade marks and names on items of materials and equipment which will be exposed to view in the completed Work. Such removal or redesign shall be with no adjustment of the Contract Sum.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 60 00

SECTION 01 71 23
FIELD ENGINEERING

PART 1 - GENERAL

1.1 PREPARATION

- A. Lay out and install all Work to lines and grades in accordance with Contract Documents.

1.2 LAYOUTS AND MEASUREMENTS

- A. CM/Contractor shall provide all survey Work required for horizontal and vertical location of all Work in this Project as applies to their scope of work.
- B. CM/Contractor shall be responsible for paying for the replacement and reestablishment of control stakes, monuments, and lines furnished by the University that are destroyed or disturbed by General Contractor's construction activities. The University shall provide the following
1. Establish site benchmarks
 2. Provide pad certification
 3. Establish all building corners, 6 column lines in the north-south direction, 2 column lines in the east-west and 4 elevation benchmarks at locations directed by the University's Representative prior to excavation
 4. Reestablish the above following excavation and prior to the start of foundations.
 5. Establish the same column lines on each floor and roof following placement of concrete slabs plus provide 2 elevation benchmarks at each floor (inside the building) as directed by the University's Representative.
 6. Reestablish building column line locations and benchmarks prior to start of site hardscape work as directed by the University's Representative.
- C. CM/Contractor shall furnish the University's Representative, prior to Project acceptance, 2 complete sets of the field notes for the survey Work and cut sheets in addition to 2 sets of drawings marked showing all deviations from Project alignment and grades as applies to their scope of work.
- D. Generally, grades shall match adjacent surfaces, and existing flow lines shall be maintained.

1.3 SURVEY REFERENCE POINTS

- A. CM/Contractor shall locate and protect control points prior to beginning the Work, and preserve all permanent reference points throughout construction operations. The General Contractor shall:
1. Not change reference points without prior approval of the University's Representative.
 2. Report to the University's Representative when any reference point is lost, destroyed, or requires relocation due to necessary changes in grades or locations.

1.4 PROJECT SURVEY REQUIREMENTS

- A. CM/Contractor shall establish lines and levels, locate, and lay out for own work.
- B. CM/Contractor shall provide layouts as Work proceeds to assure compliance with required schedules, lines, levels, and tolerances for own work.

1.5 RECORDS

- A. CM/Contractor are required to maintain a complete and accurate log of all control and survey Work as it progresses for own work.

1.6 SUBMITTALS

- A. Upon request by the University's Representative, the CM/Contractor shall submit documentation to verify accuracy of field engineering Work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 71 23

SECTION 01 73 23
SUPPORTING FROM BUILDING STRUCTURE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section provides guidelines and limitations all bracing, anchorage and seismic restraints for supporting all mechanical, electrical, plumbing, audio-visual or architectural items from the building structure.
- B. The CM/Contractor shall design and install all support and bracing systems except as noted. The CM/Contractor shall provide for attachment to portions of the building structure capable of bearing the loads imposed and shall design systems to not over stress the building structure.
- C. The CM/Contractor is not required to design support and bracing for items that the Contract Documents provide specific attachment, support, and bracing.
- D. Seismic bracing is not required for the following items:
 - 1. Gas piping less than 1 inch inside diameter.
 - 2. Piping in boiler and mechanical equipment rooms less than 1.25 inches inside diameter.
 - 3. All other piping less than 2.5 inch inside diameter, unless racked together.
 - 4. All piping and duct suspended by individual hangers 12 inches or less in length.
 - 5. All rectangular air handling ducts less than 6 square feet in cross sectional area.
 - 6. All round air handling ducts less than 28 inches in diameter.
 - 7. All electrical conduits less than 2.5 inches inside diameter, unless racked together.
 - 8. FIS Pipe shall comply with NFPA 13.

1.2 QUALITY ASSURANCE

- A. Design and install all support systems to comply with the Seismic Design Category D requirements of the 2007 California Building Code (CBC), Chapter 16 and ASCE 7-05, Chapter 13.
- B. For seismic bracing design use the services of a structural engineer licensed in California.
- C. For seismic bracing for mechanical, electrical and plumbing systems, refer to the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), "Guidelines for Seismic Restraints of Mechanical Systems and Plumbing Piping Systems" for guidelines.

1.3 SUBMITTALS

- A. Submit Shop Drawings for all substructures and attachment methods in accordance with Section 01 33 23 Shop Drawings, Product Data and Samples.

- B. Submit proposed alternative methods of attachment for review and approval by the University's Representative prior to deviating from the requirements given below.
- C. For all seismic bracing systems, submit structural calculations and details prepared and signed by the General Contractor's licensed engineer that include all resultant forces applied to the building structure. Do not over stress building structure. Calculations will be reviewed for compliance with design criteria, not for arithmetic.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Furnish all substructures and fasteners required to comply with the limitations given below. Use materials as specified in the various Sections and as appropriate to the use.
- B. Channel framing systems: as required to meet Project design.
- C. All exterior materials: hot-dipped galvanized or stainless steel.

PART 3 - EXECUTION

3.1 SEISMIC BRACING

- A. In applying formulae (13.3-1), (13.3-2), (13.3-3) or (13.3-4) from Chapter 13 of ASCE 7-05 the following minimum values, unless otherwise required by ASCE 7-05, shall apply:

$$I_p = 1.0$$

$$S_{DS} = 0.48$$

- B. Design and install seismic bracing so as not to defeat the operation on any required vibration isolation or sound isolation devices.

END OF SECTION 01 73 23

SECTION 01 73 29
CUTTING, PATCHING AND MATCHING

PART 1 - SUMMARY

1.1 DESCRIPTION

A. Work Included

1. Patching and matching existing Work altered or disturbed to accommodate new construction.
2. Patching and matching existing Work damaged or defaced during new construction as required to restore to condition at time of award of Contract.
3. Matching of new Work in existing construction to adjacent existing Work unless otherwise noted.
4. Execute cutting, patching and matching in a manner to prevent damage to other Work and to provide proper surfaces for the installation of repairs, penetrations through surfaces, equipment, or other items.

1.2 SUBMITTALS

- A. Submit in accordance with Section 01 33 23 Shop Drawings, Product Data and Samples.
- B. Product Literature and Shop Drawings: Submit for review materials, methods, or systems different from existing Work to be matched.
- C. Samples as requested by the University's Representative.

1.3 QUALITY ASSURANCE

A. Design Criteria

1. Patching shall achieve security and protection where exposed to weather, and shall preserve the continuity of existing fire ratings.
2. Cutting, patching and matching shall successfully duplicate the undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute over whether the duplication is successful or has been achieved to a reasonable degree, the judgment of the University's Representative shall be final.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in the original packages, containers or bundles with seals unbroken and labels intact until time of use.

1.5 PROJECT CONDITIONS

- A. Environmental Requirements: Follow the manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials shall be as required to match the appearance, quality and performance of the existing finishes to be duplicated.
- B. Where the existing finish to be duplicated was achieved with materials now out of production or otherwise unavailable, obtain review and acceptance by the University's Representative of substitutions.
- C. Provide primers, sealers, underlayments, backing, blocking, furring, suspension systems, and related items required for any purpose in patching existing Work.
- D. Materials shall be subject to the review of and acceptance by the University's Representative.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Perform Work in accordance with the manufacturer's recommendations, deviating only as directed by the University's Representative to achieve a good match.
- B. For the following items, the CM/Contractor shall employ the installer or fabricator to perform any cutting, patching or matching of such items:
 - 1. Weather-exposed or moisture-resistance elements.
 - 2. Fireproofing.
 - 3. Finishes surfaces exposed to view.
- C. Adjust and fit products to provide a neat installation.
- D. Inform the University's Representative of locations where Work will be noisy, and obtain the University's Representative approval of the times during which such Work will be done; otherwise keep noise to a minimum.
- E. Finish or refinish surfaces as required to match adjacent finishes. Refinish to nearest intersection or refinish entire assembly.
- F. Patching of ceramic tile surfaces in buildings:
 - 1. Restore to pre-existing new condition, using specified materials.

3.2 PAINTING

- A. Extent of Painting
 - 1. Paint over the entire surface plane, unless otherwise noted.
 - 2. Over patched wall, soffit, or ceiling surfaces, paint to the nearest cut-off line for the entire surface, such as the intersection with the adjacent wall or ceiling, a

beam, a pilaster, or to nearest opening frame where a total cut-off does not occur within 10 feet of the patch, unless otherwise noted.

- B. Ensure painted surfaces do not present a spotty, touched-up appearance.
- C. Provide a smooth continuous surface in texture, coverage, and color.

3.3 PAVEMENT

- A. Asphaltic and Portland Cement concrete shall be patched to match adjacent surfaces and thickness, with similar material; e.g., exposed aggregate concrete, colored concrete, etc.
- B. All damaged concrete shall be removed and replaced to the nearest existing expansion or control joint, where joints were constructed to the full depth of the slab, not at surface scribed or sawn joints unless specifically approved by the University's Representative
- C. Restore pavement markings.
- D. Other paving materials and systems such as decomposed granite; stone pavers, etc. shall be replaced or restored in kind. Replace or restore an entire panel or area to present a uniform appearance to the satisfaction of the University's Representative.
- E. All new surfaces shall be within 1/4-inch elevation of adjacent surfaces. All slopes to adjacent surfaces shall be less than 1 in 20, unless approved by University's Representative.

3.4 LANDSCAPING AND IRRIGATION

- A. Restore to pre-existing condition, using similar materials.

END OF SECTION 01 73 29

**SECTION 01 73 35
SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Extent of demolition will be shown on Drawings.
- B. No demolition shall commence until prior written approval is obtained from the University's Representative.
- C. Unless otherwise indicated, demolished materials become CM/Contractor's property. Remove from Project site.
- D. Items indicated to be removed and salvaged remain University's property. Remove, clean, and deliver to University's designated storage area.
- E. Comply with Environmental Protection Agency (EPA) regulations and disposal regulations of authorities having jurisdiction.
- F. Prior to starting demolition of any building or structure, comply with requirements listed in Section 01 41 00 Regulatory Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other buildings on the system.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- C. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- D. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- E. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore ex-posed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- F. Promptly remove demolished materials from University's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 01 73 35

SECTION 01 74 19
SITE WASTE MANAGEMENT PROGRAM

PART 1 - GENERAL

1.1 SUMMARY

- A. The University of California Merced is committed to a triple zero policy of zero waste, zero emissions and zero energy by 2020. Site Waste Management is designed to enforce the triple zero policy. The General Contractor is required to follow the requirements of this specification section and LEED Green Building Design and Construction, latest edition, Waste Management Credit 2.
- B. Environmental Issues: Project requires a special Site Waste Management Program:
 - 1. Divert a minimum of 95 percent of project waste from landfill (weight basis).
 - 2. Extract and re-cycle materials from the waste stream.
 - 3. Effect optimum control of solid wastes.
 - 4. Prevent environmental pollution and damage.
- C. Related Work:
 - 1. Section 01 35 00 Special Requirements
 - 2. Section 01 35 43 Hazardous Materials Procedures.
 - 3. Section 01 73 35 Selective Demolition
 - 4. Section 01 81 13 LEED® Requirements.
 - 5. All specification sections or scope of work which has construction waste as defined in this section.

1.2 DEFINITIONS

- A. Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively.
- B. Class III Landfill: A landfill that accepts non-hazardous waste such as household, commercial, and industrial waste, including construction, remodeling, repair, and demolition operations.
- C. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- D. Construction and Demolition Waste: Includes solid wastes, such as building materials, packaging, trash, debris, and rubble resulting from land-clearing, construction, remodeling, repair, and demolition operations and other similar materials.
 - 1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones, and other similar materials.
 - 2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work, and other similar materials.

- E. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes, and other similar materials.
- F. Sanitary Wastes:
 - 1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution, or consumption of food, or other similar materials.
- G. Sewage: Domestic sanitary sewage.

1.3 GENERAL REQUIREMENTS

- A. The CM/Contractor shall furnish labor, containers, transportation and payment of any disposal fees for construction waste generated by all new construction work. Removal of waste generated by selective demolition and removal of hazardous waste shall be the responsibility of the CM/Contractor. Paperwork demonstrating that Selective Demolition waste has been recycled shall be provided by the CM/Contractor.
- B. The General c shall prepare and submit the following documentation.
 - 1. Monthly report showing total tonnage of construction waste, tonnage diverted, each type of diverted material, diversion percentages and all weight tickets as required by LEED Credit MR 2.
 - 2. Final report when all construction activities are completed showing total tonnage of construction waste, tonnage diverted, each type of diverted material, diversion percentages and all weight tickets as required by LEED Credit MR 2.
 - 3. All LEED documentation as required by LEED Credit MR 2.

1.4 HAZARDOUS MATERIALS

- A. The University has identified all known hazardous substances on this project. Comply with requirements listed in the following Sections:
 - 1. Section 01 35 43 Hazardous Materials Procedures.

1.5 REQUIREMENTS

- A. Recycling: Implemented by CM/Contractor is a recycling program that includes separate collection of waste materials of following types as applicable to Project:
 - 1. Debris for lunch trash.
 - 2. Asphalt
 - 3. Concrete and concrete blocks.
 - 4. Brick and masonry materials.
 - 5. Untreated lumber.
 - 6. Clean dimensional wood and palette wood.
 - 7. Plywood, oriented strand board, and medium density fiberboard.
 - 8. Paper – bond.

9. Paper (e.g. newsprint).
 10. Cardboard and paper packaging materials.
 11. Plastics.
 12. Rigid foam.
 13. Insulation.
 14. Ferrous metal.
 15. Non-ferrous metals (e.g. copper, aluminum, etc.).
 16. Glass.
 17. Gypsum board (unpainted).
 18. Carpet and pad.
 19. Beverage containers.
 20. Plumbing fixtures.
 21. Electrical fixtures and wires.
 22. Others as noted on the Waste Management Plan, required by LEED Green Building Design and Construction reference guide 2009 edition and that has been approved by the University.
- B. Separation of Waste: CM/Contractor shall coordinate deposit of contractors waste into the appropriate recycling and waste bins. Recycling and waste bin area shall be kept neat, clean and marked. A list of acceptable and unacceptable materials, in order to avoid contamination of materials, will be posted on each waste and recycling bin by the CM/Contractor.
- C. Handling: CM/Contractor shall keep materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to recycling process:
1. Clean materials that are contaminated prior to placing in collection containers.
 2. The CM/Contractor shall arrange for collection by or delivery to appropriate recycling center or transfer station that accepts construction and demolition waste for purpose of recycling.

END OF SECTION 01 74 19

SECTION 01 77 00
CLOSEOUT PROCEDURES, FINAL CLEANING, AND EXTRA MATERIAL

PART 1 - GENERAL

1.1 FINAL COMPLETION

- A. When Work is complete, submit written certification to University's Representative that:
 - 1. Work has been inspected by the General Contractor for compliance with the Contract Documents.
 - 2. Work has been completed in accordance with the Contract Documents.
 - 3. Equipment and systems have been tested in presence of the University's Representative and are operational.
 - 4. Work is complete and ready for final inspection.

1.2 PREPARATION FOR FINAL INSPECTION

- A. Perform final cleaning as specified below.
- B. In accordance with Section 01 78 36 Guarantees, Warranties, Bonds, Service & Maintenance Contracts, assemble guarantees/warranties with service and maintenance contracts, operating and maintenance instructions, and other items as specified, and submit to the University's Representative.

1.3 FINAL CLEANING

- A. Upon completion of the Work, the General Contractor shall promptly remove from the Project site and Project site vicinity (including roofs):
 - 1. All of General Contractor's equipment
 - 2. All temporary structures
 - 3. All surplus material, including construction debris, lumber, etc.
 - 4. Remove waste, surplus materials and rubbish from Project site, including roof areas.
- B. The entire Project site shall be left in a neat and clean condition to the satisfaction of the University's Representative.
- C. The General Contractor shall execute final cleaning prior to final inspection. Cleaning shall be by experienced professional cleaners.
- D. The General Contractor shall:
 - 1. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish glass and glossy surfaces, vacuum carpeted and soft surfaces, broom clean other interior spaces.

2. Clean equipment and fixtures to a sanitary condition, clean permanent filters and replace disposable filters of mechanical equipment operated during construction.
3. Clean ducts, blowers and coils if units were operated without filters during construction.
4. Vacuum and wipe sides of electrical panels and cabinetwork.
5. Comply with manufacturer's instructions for cleaning.
6. Clean each surface or unit to condition expected from normal, commercial building cleaning and maintenance program.
7. Clean Project site, sweep paved areas, rake clean ground surfaces.
8. Remove stains, dirt, finger marks, etc., from wall and ceiling surfaces and trim.
9. Disinfect, clean and polish all plumbing fixtures.
10. Use cleaning materials and methods that will not create hazards to health or property or cause damage to products or Work.
11. Remove temporary tapes, wrapping, coatings, paper labels, and similar items. Dust, mop, wash or wipe exposed and semi-exposed surfaces as necessary to leave work in new, clean condition.

1.4 RESTORATION OF DAMAGED WORK

- A. Restore or replace, as specified or directed by the University's Representative, materials and finishes damaged from movement of equipment or other operations by General Contractor at no additional cost to the University.
- B. Restoration shall be equal to original Work, and finishes shall match appearance of existing adjacent Work.

1.5 REMEDIAL WORK

- A. Remedial Work necessary owing to faulty workmanship or materials shall be performed by the General Contractor at no additional cost to the University.
- B. Work shall be coordinated with University's Representative and performed at such time and in such manner to cause minimal interruption and inconvenience to University's operations.

1.6 EXTRA MATERIAL

- A. In the various Sections, where additional or extra material is required to be delivered to the University, obtain from the University's Representative, to whom the material is to be delivered, a signed receipt stating the nature of the material, the quantity, and the place and date. Deliver such receipts to the University's Representative upon completion of the Work.
- B. In addition to required parts listed in other Sections of the Specification, provide any special programming software and database tools necessary to operate systems.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 77 00

SECTION 01 78 36
GUARANTEES, WARRANTIES, BONDS, SERVICE & MAINTENANCE CONTRACTS

PART 1 - GENERAL

1.1 GUARANTEES

- A. Guarantees from Subcontractors shall not limit General Contractor's warranties and guarantees to the University. The General Contractor shall cause warranties of Subcontractors to be made directly to the University. If such warranties are made to the General Contractor, General Contractor shall assign such warranties to the University prior to final payment.
- B. At a minimum, the General Contractor shall warrant that all work installed under this Contract is free of defect and will remain in good working order for a period of one year for all surface improvements and five years for all underground work. If warranties specified elsewhere in these documents are for a longer period of time than that specified in this section, the longer warranties shall apply.

1.2 FORM OF GUARANTEE

- A. Submit written guarantees, in the form of Guarantee/Warranty Form (Exhibit 31) in accordance with Section 01 33 23 Shop Drawings, Product Data and Samples.

1.3 SUBMITTAL REQUIREMENTS

- A. Assemble required guarantees, bonds, and service and maintenance contracts.
- B. Number: 1 signed original and 2 copies.
- C. Table of Contents: Neatly typed and in orderly sequence. Provide complete information for each item as follows:
 - 1. Product or Work item.
 - 2. Firm name, address, telephone number and name of principal.
 - 3. Scope.
 - 4. Identifying name, serial number or part number.
 - 5. Proper procedure in case of failure.
 - 6. Circumstances that might affect the validity of guarantee or bond.

1.4 FORM OF SUBMITTAL

- A. Prepare in duplicate packets.
- B. Format
 - 1. On sheets 8-1/2 by 11 inches punched for 3-ring binder. Fold larger sheets to fit into binders.

2. Identify each packet on the cover with typed or printed title, "Guarantees and Bonds", and the following:
 - a. Project No.
 - b. Title of Project.
 - c. Name of General Contractor.
- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.
- D. Time of Submittals
 1. Within 10 days after date of Substantial Completion, prior to request for final payment.
 2. For Work activities, where Final Completion is delayed beyond the date of Substantial Completion, provide updated submittal within 10 calendar days after Final Completion, listing the date of Final Completion as the start of the Guarantee To Repair Period.

1.5 SUBMITTALS REQUIRED

- A. Submit guarantees, bonds, and service and maintenance contracts specified in the individual Specification Sections.
- B. Compile all warranties from the specified individual Specification Sections. Submit those in a commercial, 3-ring binder with durable and cleanable plastic covers.

1.6 SPARE PARTS AND MAINTENANCE MATERIAL

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to Project site and place in location as directed by the University's Representative and obtain receipt prior to final payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 78 36

SECTION 01 78 39
PROJECT AS-BUILT DOCUMENTS

PART 1 - GENERAL

1.1 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store Project as-built documents and samples in the CM/Contractor's office in a location completely separate from documents used for construction. The location shall be approved by the University's Representative.
- B. Maintain as-built documents in order and in a clean, dry, legible condition.
- C. Do not use as-built documents for construction.

1.2 AS-BUILT DOCUMENTS

- A. As-built Drawings
 - 1. The CM/Contractor shall maintain on the Project site at all times in a clean, dry legible condition, 1 set of all Drawings and 1 set of all Shop Drawings. These Drawings shall be used to record as-built conditions on a day-to-day basis, and shall be kept current, and shall be available for inspection by the University's Representative during normal working hours.
 - 2. The CM/Contractor shall obtain weekly written confirmation from the University's Representative that the as-built conditions are adequately represented in the As-built Drawings.
 - 3. On three (3) occasions to be determined by the University's Representative, the CM/Contractor shall prepare in both AUTOCAD® format (latest version available at date of bid) and PDF Format on CD-ROM digital images of the current As-built Drawings. The image files shall be in format ORIGINAL.DWG and DRAWING NUMBER.PDF. The CM/Contractor may scan the As-built Drawings or use a digital camera or any other appropriate means so long as the resulting image is legible when viewed from the CD-ROM using a computer. All cross references within the same AUTOCAD® drawing must be bound.
 - 4. Record the following types of information on As-built Drawings
 - a. Location of Work buried under or outside the building, such as plumbing and electrical lines and conduits. Provide horizontal and vertical dimensions from fixed points. Record all locations of underground Work, points of connection, valves, manholes, catch basins, capped stub outs, invert elevations, etc.
 - b. Locations of all significant Work concealed inside the building, the locations of which were changed by the CM/Contractor from those shown on the Drawings.
 - c. Locations of all items, not necessarily concealed but varying from the locations shown on the Drawings.
 - d. All changes in size, location, and other features of installation not shown on Drawings.
 - e. Sufficient information such that Work concealed in the building may be located with reasonable ease and accuracy. This may be accomplished

by dimension or by stating the relationship to the spaces in the building near which the Work was installed. The University's Representative's decision on what constitutes sufficient information shall be final.

- f. All electrical and control installations to indicate terminal points, wire numbers/circuit numbers, panel designations, device identification, and/or sequence of operations.
 - g. Record existing below-grade utilities if they are exposed by the project or are located within the Project boundary on the as-built drawings.
 - h. Provide dimension from a designated reference point for all below-grade utilities, provide and record on the as-built drawing the exact dimension from an existing designated reference point relative to the campus bench mark elevation.
5. Additional drawings shall be provided as required to properly describe changes.
 6. Upon completion of the Work, the As-built Drawings shall be certified by the CM/Contractor to represent the true, as-built conditions and shall be given to the University's Representative as described in Subsection 1.3.

B. Specifications and Addenda

1. Record the following:
 - a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - b. Changes made by Addenda, Change Order (Exhibit 12), or Field Order (Exhibit 11), and clarifications and interpretations made by Letter of Instruction (Exhibit 41).
 - c. Provide two (2) hard copies of the specifications and addenda ten (10) days after Final Completion.

C. Large-Scale Layout Drawings

1. Division 22 -Plumbing, Division 23-Heating,m Ventilating, and Air-Conditioning (HVAC) and Division 26-Electrical of the Specifications require the preparation of large-scale, detailed Layout Drawings of the Work of those Divisions. These Layout Drawings are not Shop Drawings as defined by the General Conditions, but, together with Shop Drawings or Layout Drawings of all other affected Sections, are used to check, coordinate, and integrate the Work of the various Sections.

D. Project Photographs

1. At appropriate intervals but not less than once a month, the CM/Contractor shall submit digital site photographs on CD-ROM to the University's Representative. These photographs shall:
 - a. Use format NAME.JPG
 - b. Show the completed installation of all pipes, ducts, cable trays and other mechanical, electrical and plumbing services before they are covered and hidden from view. This shall include, but not be limited to, services cast into concrete elements; buried services covered by ground slabs; services in walls hidden by sheetrock, tile, or plaster; services above ceilings.

2. The CD-ROM containing the photographs shall also contain an electronic file with enough information to identify the exact location of the element shown in each photograph. The electronic file shall:
 - a. Be in Microsoft Word or Excel format.
 - b. Cross reference to the name of each photograph.
 - c. Identify the location and direction of each photograph. As a minimum, this shall include element identification, grid reference, floor number if applicable and cardinal direction photographer was facing when photograph was taken.
 - d. Identify the date of the photograph.

1.3 PROJECT LEGACY DOCUMENTS

A. AS-BUILT DRAWINGS

1. The CM/Contractor shall submit to the University's Representative, 10 calendar days after Final Completion, fully updated As-built Drawings and Shop Drawings. These Drawings shall be prepared from the As-built Drawings.
2. The As-Built Drawings shall be in electronic format, AUTOCAD® latest version available at date of bid. File shall be ORIGINAL.DWG format and PDF format. Electronic media shall be CD-ROM. The General Contractor shall provide two (2) hard copies of the drawings on 24 pound 96 Bright Bond paper or better quality and two (2) copies on CD-ROMs. Each CD-ROM shall contain all of the electronic Drawing files.
3. The CM/Contractor's AUTOCAD® As-Built Drawings may be based on AUTOCAD® Design Drawings provided by the University or the University's Design Professional so long as for each drawing:
 - a. Any lines added to the Design Drawing in model space by the CM/Contractor shall be in AUTOCAD® layers not currently used by the Design Drawings. The CM/Contractor shall not use more than five (5) layers for added lines.
 - b. Any lines deleted from the Design Drawing in model space by the CM/Contractor shall be copied into a single layer not currently used by the Design Drawings.
 - c. The CM/Contractor's As-Built Drawings based on the Design Drawings shall therefore contain:
 - (1) The lines on the Design Drawings in the same AUTOCAD® layers as the Design Drawings (not changed by the CM/Contractor).
 - (2) A single AUTOCAD® layer containing the lines on Design Drawings deleted by the CM/Contractor.
 - (3) Not more than five (5) AUTOCAD® layers containing the lines added by the CM/Contractor to the Design Drawing.
4. AUTOCAD® As-Built Drawings not based on AUTOCAD® Design Drawings provided by the University or the University's Design Professional, shall be configured as follows:
 - a. Title block and plot set-up shall be in Paper space.
 - b. All other drawing data shall be in Model space.
 - c. Each drawing shall contain a title block and orientation/north arrow approved by the University's Representative.

B. SHOP DRAWINGS

1. The CM/Contractor shall submit to the University's Representative, 10 calendar days after Final Completion, fully updated Shop Drawings.

CM/Contractor shall:

- a. Provide 2 hard copies of the Shop Drawings on 24 pound, 96 Bright Bond paper.
- b. Provide 2 CD-ROMs, each of which contains all drawing data if the CM/Contractor used Computer Aided Drafting software to prepare the Shop Drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 78 39

SECTION 01 79 00
TRAINING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section contains requirements for training the University's personnel, by persons retained by the CM/Contractor specifically for the purpose of providing training in the proper operation and maintenance of the equipment and systems installed under this contract.

1.2 RELATED WORK AND DOCUMENTS

- A. Section 01 91 00 Commissioning
- B. Division 26 Electrical
- C. Division 27 Communications
- D. Division 28 Electronic Safety and Security

1.3 QUALITY ASSURANCE

- A. When required by the Contract documents, the CM/Contractor shall provide on-the-job training of the University's personnel. The training sessions shall be conducted by qualified, experienced, factory-trained representatives of the various equipment manufacturers. Training shall include instruction in both operation and maintenance of the subject equipment.

1.4 SUBMITTALS

- A. The following information shall be submitted to the University's Representative in accordance with the provisions of Section 01 33 23 Shop Drawings, Product Data and Samples. The material shall be reviewed and accepted by the University's Representative as a condition precedent to receiving progress payments in excess of 50 percent of the contract amount and not less than 3 weeks prior to the provision of training:
 - B. Lesson plans for each training session to be conducted by the manufacturer's representatives. In addition, training manuals, handouts, visual aids, and other reference materials shall be included.
 - C. Subject of each training session, identity and qualifications of individuals to be conducting the training, and tentative date and time of each training session.
 - D. CD recordings shall be taken by a professional photographer, of all training sessions and field instructions shall be submitted to the University at conclusion of training.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Where specified, the CM/Contractor shall conduct training sessions for the University's personnel to instruct the staff on the proper operation, care, and maintenance of the equipment and systems installed under this Contract. Training shall take place at the site of the Work and under the conditions specified in the following paragraphs. Approved operation and maintenance manuals shall be available at least 30 calendar days prior to the date scheduled for the individual training session. CM/Contractor shall ensure that Operation and Maintenance manuals have approved by the Design Team and the required number of O&M manuals have been provided to the University's Representative at least 2 weeks in advance of training.

2.2 LOCATION

- A. Training sessions shall take place at the Project Site.

2.3 LESSON PLANS

- A. Formal written lesson plans shall be prepared for each training session. Lesson plans shall contain an outline of the material to be presented along with a description of visual aids to be utilized during the session. Each plan shall contain a time allocation for each subject.
- B. One complete set of originals of the lesson plans, training manuals, handouts, visual aids and reference material shall be presented to the University and shall be suitably bound for proper organization and easy reproduction. The CM/Contractor shall furnish at least 10 copies of necessary training manuals, handouts, visual aids and reference materials at least 1 week prior to each training session.

2.4 FORMAT AND CONTENT

- A. Each training session shall be comprised of time spent both in the classroom and at the specific location of the subject equipment or system. As a minimum, the training session shall cover the following subjects for each item of equipment or system:
 - 1. Familiarization
 - a. Review catalog, parts lists, drawings, etc., which have been previously provided for the plant files and operation and maintenance manuals.
 - b. Check out the installation of the specific items.
 - c. Demonstrate the unit and indicate how all parts of the specifications are met.
 - d. Answer questions.
 - 2. Safety
 - a. Using material previously provided, review safety references.
 - b. Discuss proper precautions around equipment.
 - 3. Operation
 - a. Using material previously provided, review reference literature.
 - b. Explain all modes of operation (including emergency).
 - c. Check out University's personnel on proper use of the equipment.

4. Preventative Maintenance
 - a. Using material previously provided, review preventive maintenance (PM) lists including
 - (1) Reference material.
 - (2) Daily, weekly, monthly, quarterly, semiannual and annual jobs.
 - b. Show how to perform PM jobs.
 - c. Show University's personnel what to look for as indicators of equipment problems.
5. Corrective Maintenance
 - a. List possible problems.
 - b. Discuss repairs – point out special problems.
 - c. Open up equipment and demonstrate procedures, where practical.
6. Parts
 - a. Show how to use previously provided parts list and order parts.
 - b. Check over spare parts on hand. Make recommendations regarding additional parts that should be available.
7. Local Representatives
 - a. Describe where to order parts: Name, address, telephone and Email address.
 - b. Describe service problems:
 - (1) Who to call.
 - (2) How to get emergency help.
8. Operation and Maintenance Manuals
 - a. Review any other material submitted.
 - b. Update material, as required.

PART 3 - EXECUTION

3.1 TRAINING

- A. Training shall be conducted in conjunction with the operational testing and commissioning periods. Classes shall be scheduled such that classroom sessions are interspersed with field instruction in logical sequence. The CM/Contractor shall arrange to have the training conducted on consecutive days, with no more than 6 hours of classes scheduled for any one day. Concurrent classes shall not be allowed. Training shall be certified by listing attendees and subjects covered.
- B. Acceptable operation and maintenance manuals for the specific equipment shall be provided to the University prior to the start of any training. Videotaping shall take place concurrently with all training sessions. All training sessions and field instruction shall be videotaped by the CM/Contractor and tapes of all classes submitted to the University.
- C. The following services shall be provided for each item of equipment or system as required in individual specification sections. Additional services shall be provided, where specifically required in individual specification sections.
 1. As a minimum, classroom equipment training for operations personnel shall include:
 - a. Using slides and drawings, discuss the equipment's specific location in the plant and an operational overview.
 - b. Purpose and plant function of the equipment.

- c. A working knowledge of the operating theory of the equipment.
 - d. Startup, shutdown, normal operation, and emergency operating procedures, including a discussion on system integration and electrical interlocks, if any.
 - e. Identify and discuss safety items and procedures.
 - f. Routine preventative maintenance, including specific details on lubrication and maintenance of corrosion protection of the equipment and ancillary components.
 - g. Operator detection, without test instruments, of specific equipment trouble symptoms.
 - h. Required equipment exercise procedures and intervals.
 - i. Routine disassembly and assembly of equipment if applicable (as judged by the University on a case-by-case basis) for purposes such as operator inspection of equipment.
2. As a minimum, hands-on equipment training for operations personnel shall include:
 - a. Identify location of equipment and review the purpose.
 - b. Identifying piping and flow options.
 - c. Identifying valves and their purpose.
 - d. Identifying instrumentation:
 - (1) Location of primary element
 - (2) Location of instrument readout.
 - e. Discuss purpose, basic operation, and information interpretation.
 - f. Discuss, demonstrate, and perform standard operating procedures and round checks.
 - g. Discuss and perform the preventative maintenance activities.
 - h. Discuss and perform startup and shutdown procedures.
 - i. Perform the required equipment exercise procedures.
 - j. Perform routine disassembly and assembly of equipment if applicable.
 - k. Identify and review safety items and perform safety procedures, if feasible.
 3. As a minimum, classroom equipment training for the maintenance and repair personnel shall include:
 - a. Theory of operation.
 - b. Description and function of equipment.
 - c. Startup and shutdown procedures.
 - d. Normal and major repair procedures.
 - e. Equipment inspection and troubleshooting procedures including the use of applicable test instruments and the “pass” and “no pass” test instrument readings.
 - f. Routine and long-term calibration procedures.
 - g. Safety procedures.
 - h. Preventative maintenance such as lubrication; normal maintenance such as belt, seal, and bearing replacement; and up to major repairs such as replacement of major equipment part(s) with the use of special tools, bridge cranes, welding jigs, etc.
 4. As a minimum, hands-on equipment training for maintenance and repair personnel shall include:
 - a. Locate and identify of equipment components.
 - b. Review the equipment function and theory of operation.
 - c. Review normal repair procedures.

- d. Perform startup and shutdown procedures.
- e. Review and perform the safety procedures.
- f. Perform University approved practice maintenance and repair job(s) including mechanical and electrical adjustments and calibration and troubleshooting equipment problems.

END OF SECTION 01 79 00

**SECTION 01 91 00
COMMISSIONING**

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Work included in this section: Oversight, coordination, and documentation of the following:
 - 1. Commissioning of systems and equipment specified under Division 22 Plumbing
 - 2. Commissioning of systems and equipment specified under Division 26 Electrical
 - 3. Commissioning of systems and equipment specified under Division 27 Communications
 - 4. Commissioning of systems and equipment specified under Division 28 Electronic Safety and Security

1.2 RELATED SECTIONS AND REQUIREMENTS

- A. Requirements of Division 1 General Requirements apply to all work in this section.
- B. Related Sections:
 - 1. Section 01 79 00 Training.
 - 2. Section 22 11 16 Domestic Water Piping
 - 3. Section 22 16 00 Plumbing Specialties
 - 4. Section 26 08 00 Commissioning of Electrical Systems (Utilities)
 - 5. Section 26 97 00 Electrical System Commissioning.

1.3 GENERAL

- A. Commissioning is a quality assurance process that has as its goal that all systems perform interactively and according to design intent under the full range of expected operating conditions. The CM/Contractor shall ensure that all systems are fully commissioned and that commissioning is fully documented as specified in this Section.
- B. Commissioning Team. The Commissioning Team for the construction and post-construction period shall include:
 - 1. CM/Contractor Members:
 - a. Commissioning Coordinator (see paragraph 1.3C).
 - b. Division 22, Division 23, Division 26 and Division 28 project managers plus key subcontractors where appropriate, including the Test & Balance Subcontractor.
 - 2. University Members:
 - a. University's Representative.

- b. University's Commissioning Agent
 - c. University plant operator/engineer (during the functional testing and training phases only).
 - d. University's Design Professional.
- C. Commissioning Coordinator:
- 1. The CM/Contractor shall procure and provide the services of the Commissioning Coordinator.
 - 2. Qualifications:
 - a. Cumulative of eight or more years' experience in one or more of the following for projects of similar size and complexity:
 - 1) Building mechanical or electrical system commissioning.
 - 2) Building mechanical or electrical system construction project management.
 - 3) Building mechanical or electrical system coordination services for a CM/Contractor.
 - 4) Building mechanical system test & balance project management.
 - b. Five or more years of experience with project management software such as MS Project or equal.
 - c. Either an employee of or direct subcontractor to the General Contractor.
 - 3. Services to be provided: See paragraph 3.1.

1.4 SUBMITTALS

- A. See Section 01 33 23 Shop Drawings, product Data and Samples.
- B. Commissioning Coordinator Qualifications. Prior to any commissioning work taking place, submit Commissioning Coordinator's resume listing applicable experience for review and approval by the University's Representative.
- C. Equipment submittals and shop drawings:
 - 1. See Divisions 22, 26, 27 and 28
- D. Commissioning Reports:
 - 1. Start-up and Factory Tests.
 - a. See Divisions 22, 26, 27 and 28 for requirements.
 - b. Compile after all equipment has been started and submit five copies to University's Representative for review and approval.
 - 2. Pre-functional Tests:
 - a. See Divisions 22, 26, 27 and 28 for checklists.
 - b. Compile after all equipment pre-functional forms have been completed and submit five copies to University's Representative for review and approval.
 - 3. Test and Balance Reports.
 - a. See Section 15950 Testing, Adjusting and Balancing for content and quantity of reports.
 - b. Include only those reports developed after spot checks and associated rebalancing have been completed.

4. Functional Tests:
 - a. See Division 22, 26 and 28 for forms.
 - b. Compile after all tests have been completed and submit five copies to University's Representative for review and approval.
5. Demonstration Tests:
 - a. Tests will be a subset of Functional Tests and will be identified one day prior to the Tests by the University's Representative. See Divisions 22, 26 and 28 for expected time required.
 - b. Compile after all tests have been completed and submit five copies to University's Representative for review and approval.
6. Trend Reviews:
 - a. Data to be provided to University's Representative in electronic format specified in Division 22, 26 and 28.
7. Final Report:
 - a. Include the following completed documentation:
 - 1) System/Equipment Matrix (see Paragraph 3.1A.2).
 - 2) Start-up and Factory Tests.
 - 3) Test and Balance Reports.
 - 4) Pre-functional test documentation.
 - 5) Functional test documentation.
 - b. Format and Procedure:
 - 1) Submit two draft copies for review and comment by University's Representative, who will return one copy.
 - 2) Make changes noted on returned copy and compile final draft.
 - 3) Submit Final Report in the following format:
 - a) Five bound copies.
 - b) One electronic copy on CD in format readable by software on Operator's Workstation, as specified in Division 22, 26 and 28. Reports may be scanned from paper copies but word-searchable electronic versions preferred.
 - c) One electronic copy as above copied onto the Operator's Workstation server.
8. Operations and Maintenance Manuals: See Divisions 22, 26, 27 and 28.
9. Training manuals: See Division 1 Training and Divisions 22, 26, 27 and 28.
10. Re-commissioning Management Manual
 - a. Prepare and submit 1 copy of a Re-commissioning Management Manual containing the following information organized into a 3-ring binder with tabbed sections as listed.
 - 1) Design Intent. (Material provided by the University's Representative)
 - a) Final version of the owner's requirements and design basis narratives, including brief descriptions of each system.
 - 2) Controls. (Material provided by Division 17 General Contractor.)
 - a) As-built sequences of operation for all equipment.
 - b) Controls drawings
 - c) A list of time of day schedules and a schedule to review them for relevance and efficiency.

- d) A list of all user adjustable setpoints and reset schedules with rationale for their selection and range.
- 3) Energy and Water Efficiency Measures. (Material provided by University Representative.)
 - a) A description and rationale for all energy and water saving features and strategies with operating and instructions.
 - b) Guidelines for establishing and tracking benchmarks for whole building energy use and equipment efficiencies of cooling, heating, and service hot water equipment.
- 4) Seasonal Issues. Not applicable to UC Merced projects.
- 5) Calibration. (Material provided by Division 22, 26 and 28)
 - a) Recommendations for recalibration frequency of sensors and devices by type and use.
- 6) Continuing Commissioning Plan (Material provided by University Representative.)
 - a) Recommended frequency for re-commissioning by equipment type or system, with reference to tests conducted during initial commissioning.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 COMMISSIONING COORDINATION

A. Commissioning Coordinator shall:

1. Prepare schedule of commissioning activities specified in Divisions 22, 26, 27 and 28 including:
 - a. Submission of equipment submittals and shop drawings
 - b. Equipment start-up and pre-functional tests
 - c. Factory start-up and inspection of equipment
 - d. Test and balance
 - e. EMCS calibration and start-up
 - f. Electrical system functional testing
 - g. EMCS system functional testing
 - h. EMCS demonstration tests (to University's Representative)
 - i. EMCS trending initiation
 - j. EMCS trend review data distribution (to University's Representative)
 - k. Submission of operations and maintenance manuals
 - l. Development and submission of record drawings
 - m. Training of University personnel
 - n. Preparation of Final Commissioning Report
2. Prepare a system and equipment commissioning matrix with a line item for each piece of equipment and each subsystem specified to be commissioned under Division 22, 26, 27 and 28. The System/Equipment matrix shall include for each line item:
 - a. Equipment tag or name.
 - b. Service.
 - c. Location.

- d. Responsible subcontractor.
- e. The due date and actual completion date for the following (where applicable):
 - 1) Submittals.
 - 2) Shop drawings.
 - 3) Factory test.
 - 4) Equipment set.
 - 5) Preliminary operations and maintenance manuals indicating start-up procedures.
 - 6) Pre-start verification.
 - 7) Equipment start-up.
 - 8) Pre-functional test.
 - 9) Test and balance.
 - 10) Functional performance test.
 - 11) Operations and maintenance manuals.
 - 12) Record drawings.
 - 13) Training.
- 3. Complete the commissioning matrix as activities are completed, and distribute to Commissioning Team at least one day prior to each Team meeting or when requested by University's Representative.
- 4. Schedule and chair meetings of Commissioning Team:
 - a. Commissioning Team shall be notified of all meeting times and locations at least two weeks prior to the meeting.
 - b. CM/Contractor Members of Commissioning Team shall attend all scheduled meetings; University Members of Commissioning Team shall be invited to all meetings and attend where they feel their attendance is beneficial or where required to witness demonstration tests and training.
 - c. Prior to start of construction until 30 days prior to start-up of any equipment:
 - 1) One scoping meeting shall occur prior to any Division 22, 26, 27 and 28 submissions of equipment submittals or shop drawings. Meeting shall include a discussion of preliminary commissioning schedule and roles of each Team member.
 - 2) Bi-monthly progress meetings (more frequent if required in the judgment of the Commissioning Coordinator; less frequent if requested by the Commissioning Coordinator and approved by the University's Representative).
 - d. 30 days prior to start-up of any equipment through start of functional testing: Bi-weekly progress meetings (more frequent if required in the judgment of the Commissioning Coordinator; less frequent if requested by the Commissioning Coordinator and approved by the University's Representative).
 - e. During functional testing until their completion: Weekly progress meetings (more frequent if required in the judgment of the Commissioning Coordinator; less frequent if requested by the Commissioning Coordinator and approved by the University's Representative).
 - f. After functional testing until all commissioning documentation is complete: Meetings as required in the judgment of the Commissioning Coordinator.

5. Supervise pre-functional and functional testing performed by CM/Contractor's Members of Commissioning Team:
 - a. Coordinate tests among Team Members and schedule tests so that required work for each trade is complete prior to tests being performed.
 - b. Ensure that tests are successfully completed by reviewing test forms for completeness and positive response, and ensuring forms have been signed by the Team Member who performed the work. (The Commissioning Coordinator is not required to perform or witness any pre-functional or functional tests.)
 - c. Compile test documentation and submit to the University's Representative for review and approval.
 - d. Coordinate and ensure resolution of punchlists from University's Representative.
6. Supervise and witness demonstration tests performed by CM/Contractor's Members of Commissioning Team, also witnessed by the University's Members of the Commissioning Team:
 - a. Compile test documentation and submit to the University's Representative for review and approval.
 - b. Coordinate and ensure resolution of punchlists from the University's Representative.
 - c. Coordinate retesting where required until tests are successfully completed.
7. Coordinate EMCS post-construction and post-occupancy trend reviews with Division 22, 26 and 28:
 - a. Ensure trends are initiated as specified in Division 17. The post-construction review will occur directly after functional testing is complete (see Division 17 for exact time period). Two post-occupancy reviews will occur, one after approximately 6 months of operation, and one approximately two months prior to the end of the warranty period.
 - b. Ensure data is transmitted in required format to University's Representative.
 - c. Coordinate and ensure resolution of trend review punchlists from the University's Representative.
 - d. Coordinate retesting where required until tests are successfully completed.
 - e. Fire Doors shall be tested after "Building Flush Out".
8. Maintain a master deficiency and resolution log developed from punchlists, including status and date of resolution of each deficiency. Provide the University's Representative with regular progress reports.
9. Coordinate and confirm completion of training of University personnel as specified under Divisions 22, 26, 27 and 28.
10. Compile and submit Final Commissioning Report.
11. Compile and submit the Re-commissioning Management Manual.

3.2 REMEDIAL WORK

- A. Remedial work shall be performed at no additional cost to the University.
- B. Remedial work shall include re-performing any commissioning or other tests related to remedial work once remediation is complete at no additional cost to the University.

- A. Specified Division 22, 26, 27 and 28 systems shall be considered commissioned and substantially complete when the following have been submitted and approved by University Representative:
 - 1. Final Commissioning Report.
 - 2. Post-construction trend review.
 - 3. Other completion documentation as defined in Divisions 22, 26 and 28, including University sign-off that training has been completed.
 - 4. All remedial action associated with punchlists developed by the University's Representative.

- B. Remedial action required to address deficiencies identified by post-occupancy trend reviews shall be covered by the system warranty at no additional cost to the University.

END OF SECTION 01 91 00

SECTION 01 92 00
OPERATING AND MAINTENANCE

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Compile Product Data and related Information appropriate for University's maintenance and operation of products provided under this Contract.
- B. Prepare operating and maintenance data as specified herein and as specified in individual Specification Sections.
- C. Instruct University's personnel in the maintenance and operation of equipment and systems.

1.2 FORM OF SUBMITTAL

- A. Prepare data in the form of an instructional manual for use by University's personnel in both electronic and hard copy formats.
 - 1. Electronic Format
 - a. The CM/Contractor may scan the documents using word searchable software or any other appropriate means so long as the resulting image is legible and word searchable when viewed from the provided CD-ROM using a computer.
 - 2. Hard Copy Format
 - a. Size: 8-1/2 by 11 inches.
 - b. Paper: 20 lb minimum, white, for typed pages.
 - c. Text: Manufacturers' printed or neatly typewritten data.
 - d. Drawings
 - (1) Provide reinforced punched binder tab that is bound with the text.
 - (2) Fold larger drawings to the size of the text pages.
 - e. Provide flyleaf for each separate product or each piece of operating equipment.
 - (1) Provide typed description of products and major component parts of equipment.
 - (2) Provide indexed tabs.
 - f. Cover: Identify each volume with typed or printed title "Operating and Maintenance Instructions". List the following:
 - (1) Project No.
 - (2) Title of Project.
 - (3) Identify general subject matter covered in the volume.
 - g. Binders
 - (1) Commercial quality three-ring binders with durable and cleanable plastic covers.
 - (2) When multiple binders are used, correlate the data into related groups.

3. Submit Operations and Maintenance manual on or before 75 percent progress payment submittal.

1.3 CONTENT OF MANUAL

- A. Table of Contents: Include in each volume, neatly typewritten.
 1. Identify CM/Contractor, name of responsible principal, address, and phone number.
 2. List each product included, indexed to the content of the volume.
 3. List, with each product, the name, address, and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify area of responsibility of each of the previously mentioned parties.
 - d. Nearest source of supply for parts and replacement.
 4. Identify each product by product name, serial number, part number and any other identifying symbols necessary.
 5. Identify the location of the installed product.
- B. Product Data
 1. Include only those sheets that are pertinent to the specific product.
 2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Delete references to inapplicable information.
- C. Drawings
 1. Supplement Product Data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 2. Coordinate drawings with information in Project record documents to assure correct illustration of completed installation.
 3. Do not use Project record documents as maintenance drawings.
- D. Written text: As required to supplement Product Data for the particular installation.
 1. Organize in a consistent format under separate headings for different procedures.
 2. Provide a logical sequence of instructions for each procedure.
- E. Copy of each warranty, bond, and service contract issued.
 1. Provide information sheet for the University's personnel, giving
 - a. Proper procedures in the event of failure.
 - b. Circumstances that might affect the validity of warranties or bonds.
- F. Electronic copy of Submittal documents
 1. Provide a CD with all final approved submittals with Design Team stamp and

signature.

- a. Include a Table of Contents with file names and description.

1.4 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit 2 copies of the complete manual in its final form.
- B. Content, for each unit of mechanical equipment and each mechanical system, shall be as follows:
 1. Description of unit or system, and component parts
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data, and tests.
 - c. Complete nomenclature and commercial numbers of replaceable parts.
 2. Operating procedures
 - a. Start-up, break-in, and normal operating instructions.
 - b. Regulation, control, stopping, shutdown, and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Systems Demonstration
 - a. Prior to final inspection, demonstrate operation of each system to University's Representative and University personnel. All work, required for each system to be fully functional, shall be complete and the system shall be fully operational prior to the demonstration.
 - b. Instruct designated personnel in operation, adjustment, and maintenance of equipment and systems, using operation and maintenance data as basis of instruction.
 4. Maintenance procedures
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair, and reassembly.
 - d. Aligning, adjusting, and checking
 5. Preventative Maintenance (PM) Schedule
 - a. A tabular listing of all systems and equipment within the facility which require preventative maintenance, to include:
 - (1) System or equipment name.
 - (2) System or equipment number.
 - (3) PM activity to be performed on that system or piece of equipment.
 - (4) Consumable materials required for performance of the PM activity, such as lubricants, including the specification and quantity needed.
 - (5) Frequency of performance of PM activity.
 - (6) Date of performance of first round of each PM activity relative to facility commissioning and acceptance by the University.
 - b. The requirements of this section cannot be met merely by the supply of Operating & Maintenance manuals from equipment vendors. The extraction of recommended preventative maintenance activities from vendor manuals for all equipment and incorporation onto a summary table as described above is required.
 6. Servicing and lubricating schedule, with list of lubricants required.

7. Manufacturer's printed operating and maintenance instructions.
 8. Description of sequence of operation by control manufacturer.
 9. Original manufacturer's parts list, illustrations, current prices, recommended quantities to be maintained in storage, assembly drawings, and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 10. As-installed control diagrams by controls manufacturer.
 11. General Contractor and Subcontractors' coordination drawings and as-built color-coded piping diagrams.
 12. Charts of valve tag numbers, with the location and function of each valve.
 13. Other data as required in the various Specification Sections.
- C. Content, for each electrical and electronic system, as appropriate
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data, and tests.
 - c. Complete nomenclature and commercial numbers of replaceable parts.
 2. Circuit directories of panel boards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-built color-coded wiring diagrams.
 4. Operating procedures
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair, and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. Original manufacturer's parts list, illustrations, current prices, recommended quantities to be maintained in storage, assembly drawings, and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. Other data as required in the individual Specification Sections.
- D. Prepare and include additional data as may be required for instruction of the University's personnel.
- E. Additional requirements for operating and maintenance data as specified in the individual Specification Sections.
- F. Provide complete information for products specified in the individual Specification Sections.

1.5 SUBMITTAL REQUIREMENTS

- A. Submit 1 copy of the preliminary draft of proposed formats and outlines of content prior to preparation of data, 75 days prior to final inspection. University's Representative will review the draft and return 1 copy with comments.
- B. Submit 1 copy of the completed data in final form 45 days prior to final inspection. A copy will be returned with comments after final inspection. No final inspection will be made until the required data has been submitted and found to be satisfactory.
- C. Submit specified number of copies of approved data in final form 10 calendar days after final inspection but not later than 10 days prior to Owner Training.

1.6 INSTRUCTIONS OF UNIVERSITY'S PERSONNEL

- A. Work requiring instruction of the University's personnel is specified in the individual Specification Sections.
- B. Schedule the instructional meeting or meetings 2 weeks after instructional manuals have been submitted, reviewed, and accepted by the University's Representative.
- C. Upon the University's taking Beneficial Occupancy or after Final Completion (whichever is earlier), fully qualified representatives of the manufacturers shall fully instruct the University's Representative and University personnel in the operation, adjustment, and maintenance of all equipment and systems.
- D. Basis of Instruction: Operating and maintenance manual. Review contents of manual with University personnel in full detail to explain all aspects of operations and maintenance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 92 00