

**Project Name: UNIVERSITY OF CALIFORNIA, MERCED
DOWNTOWN CAMPUS**

Project No.: 900320

ADDENDUM NO. 2
to the
CONTRACT DOCUMENTS
March 11, 2015

- I.** Bidder acknowledges that it is the Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda. Bidder therefore agrees to be bound by all Addenda that have been issued for this bid.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The following changes, additions, or deletions shall be made to the following documents as indicated and all other Contract Documents shall remain the same.

II. CLARIFICATIONS

A. PRE-BID QUESTIONS – Questions received from bidders and responses are as follows:

3. Q. Page 21 of 584 of the RFP Package (Supplementary Instructions to Bidders, Item 1) specifies the contract time for Phase 1 as 335 days and Phase 2 as 517 days with 0 days for overlap. Page 26 of 584 of the RFP Package (Bid Form Section 1.0) specifies time for Phase 1 as 210 days and Phase 2 as 510 days. Please clarify the correct timeline for the project.
 - A. The Supplementary Instructions to Bidders has the correct timeline for the project: Phase 1 – 335 days and Phase 2 – 517 days. Requires modification to contract documents: III.1
4. Q. Section 1.2.B of the Announcement to Level 2 Prequalified Bidders states in part, "...No cost for Subcontractors performance or payment bonds, or insurance in lieu thereof will be included in Contract Amendments." Please clarify.
 - A. Reference General Conditions 1.1.10.16, regarding subcontractor bonds or insurance in lieu thereof being included in the Phase 2 fee. Bidder is to include these costs in the Phase 2 fee. CM/Contractor may opt to require bonds or insurance in lieu thereof at bid time for subcontractors, however, this cost will be the CM/Contractor's responsibility (reference Exhibit 37 2.5.5 for more information and restrictions). No modification to contract documents.
5. Q. Reference Instructions to Bidders. Section 5.2 Bid Security calls for 10% of the Anticipated Contract Value using the Bid Bond Version B form provided. Bid Bond Version B has \$1,287,000 written in as the amount. Please clarify.
 - A. Instructions to Bidders is correct; Bid Security is to be 10% of ACV. Requires modification to contract documents: III.2
6. Q. General Conditions section 11.1.10.4 states Professional Liability Insurance is required, but the limits are blank. Please provide limits.

- A. Professional Liability Insurance is required, limits have been identified. Requires modification to contract documents: III.3
- 7. Q. Exhibit 12, Master Builder's Risk Program Coverage Summary is missing from the documents. Please provide.
 - A. Exhibit 12, Master Builder's Risk Program Coverage Summary included as attachment to this Addendum. Requires modification to contract documents: III.4
- 8. Q. Supplementary Conditions, section 2.3.20.4.5 lists General Conditions as a Bid Package for which the Contractor may elect to submit a bid to self-perform. What is the intent for this Bid Package given that Exhibit 38 lists the General Conditions that are to be provided by the CM/Contractor? Please clarify.
 - A. Exhibit 38 lists the General Conditions for the Project as can be defined with current information. The University anticipates that through the course of finalizing the design of the project, additional General Conditions may be necessary that were not addressed in Exhibit 38. It is this balance, between Exhibit 38 and final project General Conditions needs, that the CM/Contractor may elect to submit a bid to self-perform. The University and CM/Contractor will be working closely on the determination of any additional General Conditions in order to ensure that there are no redundancies between the two scopes (Exhibit 38 versus future General Conditions Bid Package). No modification to contract documents.
- 9. Q. Exhibit 38 states Allowance No. 1 is for temporary electric and water utilities per Section 01 51 00 Temporary Utilities. Section 01 21 00 Allowances states Allowance No. 1 is for site utilities, but does not specifically say temporary utilities. Please confirm the allowance is to be used for temporary utilities, not permanent utilities.
 - A. Confirmed, Allowance No. 1 is for temporary utilities, not permanent utilities. Requires modification to contract documents: III.5
- 10. Q. Section 01 31 00 Project Coordination states that BIM coordination must be "in accordance with Coordination Process Article of Instructions to Bidders". Please provide.
 - A. Referenced document does not exist for this project; reference irrelevant. Requires modification to contract documents: III.6
- 11. Q. Section 01 35 00 Special Requirements describes an on-campus project. Please advise if requirements differ for an off-campus project, particularly sections 1.2 Work Hours, 1.3 Site Ingress and Egress, 1.6 Parking, 1.12 Project Site Security, 1.13 Construction Staging, and 1.18 Job Office.
 - A. Section 01 35 00, 1.2 Work Hours will remain as is; 1.3 Site Ingress and Egress will be updated to reflect downtown conditions; 1.6 Parking will be updated to reflect downtown conditions; 1.12 Project Site Security will remain as is; 1.13 Construction Staging will be updated to reflect downtown conditions; 1.18 Job Office will be updated to reflect downtown conditions. Requires modification to contract documents: III.9
- 12. Q. Section 01 35 40 Environmental Mitigation paragraph 1.9.A.3 calls for several site regulations that have cost impacts, such as fencing and barriers, depending on the proximity of various sensitive species. Does this apply to the downtown location, and if so, how shall this be quantified in the General Conditions?
 - A. Fencing and barriers as defined in Section 01 35 40, 1.8 refers CM/Contractor back to Section 01 56 00 Temporary Barriers and Enclosures. Such fencing and barriers are required for the project. Regarding proximity to sensitive species (1.9.3.i, j and k), such species have not been identified at this project site by the University. Costs for these species barriers identified in 1.9.3.i, j, and k are not to be included in CM/Contractor's

base bid. However, in the unlikely event that one or more of these species is found within the project site, the CM/Contractor shall remain responsible for management of this section 01 35 40 with its subcontractors. No modifications to contract documents.

13. Q. Section 01 57 23 Storm Water Pollution Prevention references a campus-wide permit and the University's SWPPP. As this project is off-campus, please confirm the University will provide a SWPPP for this project site and that the CM/Contractor is responsible for providing and maintaining SWPPP BMP's.
 - A. Confirmed, University will be providing the SWPPP Permit for this project. CM/Contractor is responsible for providing and maintaining SWPPP BMP's per Exhibit 38. No modifications to contract documents.
14. Q. Section 01 57 23 Storm Water Pollution Prevention paragraph 3.1.B states that University will provide a QSP to make all inspections. Exhibit 38 states CM/Contractor to provide QSP to make all inspections Please clarify
 - A. CM/Contractor is required to provide QSP "available for all required inspections" per Exhibit 38; University's QSP will provide the actual inspections. No modifications to contract documents.
15. Q. Section 01 77 00 Closeout Procedures, Final Cleaning and Extra Materials is missing from Volume 1.
 - A. See specification section attached to this addendum. Requires modification to contract documents: III.7
16. Q. Section 01 78 36 Guarantees, Warranties, Bonds, Service & Maintenance Contracts is missing from Volume 1.
 - A. See specification section attached to this addendum. Requires modification to contract documents: III.8
17. Q. Exhibit 37 states all Division 1 specs shall be provided as part of CM/Contractor Option Sum, with the exception of 01 43 39 Mock Ups and 01 43 40 Exterior Enclosure Performance Requirements. It was stated at pre-bid time that some General Conditions will be bid at a later date. Please clarify which Division 1 specs are to be included in the CM/Contractor Option Sum.
 - A. Regarding General Conditions to be bid at a later time, please reference response to RFI 008. Exhibit 37, section 1.1.2.1 will be updated to reflect those Division 01 specifications that are exempt from the Option Sum. Requires modification to contract documents: III.10
18. Q. Can [the University] confirm the exact size and/or square footage of the project construction site shown in the project site orientation photo shown in the Information Available to Bidders?
 - A. Project construction site shown in the Project Site Orientation is diagrammatic only, and shall only be used for Bidder to reference adjacent buildings, roads, etc. For exact size and/or square footage of the project site, Bidder shall refer to the Topographic Survey provided in the Contract Documents. No modification to contract documents.
19. Q. Exhibit 37, Section 2.5.10 requires the CM/Contractor to supervise the Labor Compliance Program Mandatory Pre-Job Conference. Is there a Labor Compliance consultant for the project, and if so, is their contract by the University or by the CM/Contractor?
 - A. University shall provide Labor Compliance for the project, per Supplementary Conditions 14.3.4. The LCP Mandatory Pre-Job Conference referenced in Exhibit 37

is the CM/Contractor's responsibility to coordinate, assemble, and ensure attendance for all subcontractors with the University providing required content for the program. No modification to contract documents.

20. Q. Since there are no sub bids at this time shall we assume the University does not require a list of subcontractors attached with the bid form as defined by the Instructions to Bidders, and Exhibit 41 of the bid documents?
 - A. Bidder shall determine at time of bid if Bidder will use Subcontractors for the Work included. If the Bidder has Subcontractors, Bidder is to mark "yes" on Section 9.0 of the Bid Form and provide a completed Exhibit 41 a time of bid. If Bidder has no subcontractors, Exhibit 41 is not required at time of bid. No modification to contract documents.
21. Q. Please confirm the option phase 2 amount is to include a bidders cost for Fee, GC's, and other costs defined in the documents, but then we are to add the two allowances to that number for one total amount as our bid?
 - A. Confirmed. Per Section 01 21 00 Allowances, 1.2.A and B, allowance amount is to be included in the lump sum base bid. Additionally, reference Section 4.0 of the Bid Form, which notes that the Bidder includes in the Option Sum the listed allowances. No modification to contract documents.

III. **BIDDING/CONTRACT DOCUMENTS AND DIVISION 1 SPECIFICATIONS**

1. **REPLACE:** Bid Form with document attached to this Addendum. Revisions made to correct Phase 1 and Phase 2 days. RFI 003.
2. **REPLACE:** Bid Bond Version B with document attached to this Addendum. Revisions made to correct Bid Security amount. RFI 005.
3. **REPLACE:** General Conditions for UCIP with document attached to this Addendum. Revisions made to identify professional liability insurance limits, as well as other updates to Table of Contents and Articles 7, 9, 11, and 15. RFI 006.
4. **ADD:** Exhibit 12, Master Builder's Risk Program Coverage Summary. RFI 007.
5. **REPLACE:** Section 01 21 00 Allowances with document attached to this Addendum. Revisions made to clarify that allowance is to be used for temporary utilities. RFI 009.
6. **REPLACE:** Section 01 31 00 Project Coordination with document attached to this Addendum. Revisions made to remove reference to Instructions to Bidders. RFI 010.
7. **ADD:** Section 01 77 00 Closeout Procedures, Final Cleaning and Extra Materials attached to this Addendum. RFI 015.
8. **ADD:** Section 01 78 36 Guarantees, Warranties, Bonds, Service & Maintenance Contracts attached to this Addendum. RFI 016.
9. **REPLACE:** Section 01 35 00 Special Requirements with document attached to this Addendum. Revisions made to reflect downtown conditions. RFI 011.
10. **REPLACE:** Exhibit 37 will document attached to this Addendum. Revisions made to include additional Division 01 sections that are excluded from CM/Contractor's Option Sum. RFI 017.
11. **REPLACE:** Section 01 35 40 Environmental Mitigation with document attached to this Addendum. Revisions made to reflect downtown conditions.

12. **REPLACE:** Table of Contents with document attached to this Addendum. Revisions made to reflect Addendum No. 2 document changes.
13. **REPLACE:** Exhibits Table of Contents with document attached to this Addendum. Revisions made to reflect Addendum No. 2 document changes.
14. **ADD:** Mandatory Pre-Bid Conference Sign In Sheet attached to this Addendum.
15. **REPLACE:** Supplementary Instructions to Bidders with document attached to this Addendum. Revision made to include Overlap Period between Phase 1 and Phase 2.
16. **REPLACE:** Section 01 31 42 with document attached to this Addendum. Revisions made to list milestone requirements.
17. **REPLACE:** Section 01 31 45 with document attached to this Addendum. Revisions made to work activity duration maximum as shown on schedules.

III. DIVISION 2 – 33 SPECIFICATIONS – None

VI. DRAWINGS – None

VII. ATTACHMENTS

Div 00	Table of Contents
Div 00	Information Available to Bidders
	Mandatory Pre-Bid Conference Sign In Sheet 3/3/2015
Div 00	Supplementary Instructions to Bidders
Div 00	Bid Form
Div 00	Bid Bond Version B
Div 00	General Conditions (CMaR with UCIP)
Div 00	Exhibits Table of Contents
Exhibit 12	Master Builder's Risk Program Coverage Summary
Exhibit 37	Scope of Work
SECTION 01 21 00	Allowances
SECTION 01 31 00	Project Coordination
SECTION 01 31 42	CM/Contractor Schedules
SECTION 01 31 45	Contract Schedules
SECTION 01 35 00	Special Requirements
SECTION 01 35 40	Environmental Mitigation
SECTION 01 77 00	Closeout Procedures, Final Cleaning and Extra Materials
SECTION 01 78 36	Guarantees, Warranties, Bonds, Services & Maintenance Contracts

UNIVERSITY OF CALIFORNIA, MERCED

**By: University of California, Merced
University's Representative**

ADDENDUM NO. 2

Michael Chow
Director of Design

End of Addendum No. 2

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CM at Risk Contract Documents Table of Contents

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Instructions to Bidders

Supplementary Instructions to Bidders^{Add02}

Information Available to Bidders

List of Level 2 Prequalified Bidders

Project Site Orientation

Mandatory Pre-Bid Conference Sign In Sheet^{Add02}**Bid Form**^{Add02}**Bid Bond**^{Add02}

Agreement

General Conditions^{Add02}

Supplementary Conditions

Exhibits

Division 1 Specifications

Drawings

Division 1 Specifications

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	01 21 00	Allowances ^{Add02}
	01 22 00	Unit Prices – NOT USED
	01 23 00	Alternates – NOT USED
	01 25 00	Product Options and Substitutions
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	01 35 00	Special Requirements ^{Add02}
	01 35 40	Environmental Mitigation ^{Add02}
	01 35 43	Hazardous Materials Procedures
	01 41 00	Regulatory Requirements
	01 42 13	Abbreviation, Symbols, & Definitions
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	01 43 40	Exterior Enclosure Performance Requirements
	01 45 00	Quality Control
	01 51 00	Temporary Utilities
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	01 56 39	Tree and Plant Protection
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01 60 00	Product Requirements
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01 73 29	Cutting, Patching, and Matching
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01 77 00	Closeout Procedures, Final Cleaning, and Extra Materials ^{Add02}
01 78 36	Guarantees, Warranties, Bonds, Service & Maintenance Contracts ^{Add02}
01 78 39	Project As-Built Documents
01 79 00	Training
01 81 13	LEED™ Requirements
01 81 13.1	LEED™ Requirements Score Card
01 91 00	Commissioning
01 92 00	Operating and Maintenance

List of Drawings

Sheet #	Sheet Description	Phase	Rev	Date
1	Topographic Survey UCM Downtown Parcel A.P.N. 031-054-022	25% SD	0	1/29/2015

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time:
 - A. The time allowed for Phase 1 – Pre-Construction Services is 335 days, the “Phase 1 Time.”
 - B. The time allowed for Phase 2 – Construction is 517 days, the “Phase 2 Time.”
 - C. The Design/Construction Overlap Duration is ~~0 days~~ **60 days**^{Add02}.
2. Contract Sum:

Contract Sum – Phase 1 is Three Hundred and Thirty Thousand Dollars (\$330,000)
3. Anticipated Contract Value:
 - A. Anticipated Contract Value is \$28,000,000
 - B. Maximum Anticipated Contract Value is \$32,200,000
4. Requests for clarification or interpretation of the Bidding Documents must be in **writing** and received by **Thursday, March 5, 2015 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 E-Mailed only:**

Jessica Duffy – University of California, Merced
email: jduffy2@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 Bidder.

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 California 95340

7. Bids will be opened at **2:00PM, March 17, 2015**, at:

Design + Construction
767 E. Yosemite Ave.
Merced California 95340

8. Liquidated damages will only apply if the University exercises its Option for Phase 2. CM/Contractor will be assessed as liquidated damages the sum of **\$2,500.00** for each day the Work remains incomplete beyond the expiration of the Contract Time. 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:

Addendum No. 2

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.

.2 Bidder submits Bid Bond Version B –Bidder submitting Bid Bond Version B 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.

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. **Project Orientation Diagram.**^{Add02}
4. **Mandatory Pre-Bid Conference Sign In Sheet 3/3/2015.**^{Add02}

3/3/2015

10:30am-11:30am

767 E. Yosemite Ave, Suite C
Merced, CA 95340

Attendee Name	Title	Organization	Phone	Email
1 Nick Ruellas	Superintendent	McCarthy	415-716-9794	nruelas@mcCarthy.com
2 Art Fink	OPERATIONS	CONCO	916-870-8358	AFINK@CONCOALOW.COM
3 Natalie Guilain	Sr. Estimator	OTTO	916-441-6870	nguilain@ottoconstruction.com
4 HARRY SMITH	PROJ EXEC	TURNER	916-444-4421	HL.SMITH@TCLCO.COM
5 Casey McDeemott	BD	TEICHEET	916-801-0234	cmcDeemott@Teicheet.com
6 JDuffy	PrgrMngr	UCMSI	209-228-7045	jduffy2@ucmerced.edu
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BID FORM

FOR:

PROJECT NO.: 900320
DOWNTOWN CAMPUS

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. 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 ~~240~~ **335**^{Add02} days after the date of commencement specified in the Notice to Proceed and to complete the Work for Phase 2 within ~~540~~ **517**^{Add02} 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:

\$90,000 for Allowance No. 1 as identified in Section 01 21 00.

\$100,000 for Allowance No. 2 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

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by

Addendum No. 2

University at any time during the performance of the Work for Phase 2. **(MINIMUM AMOUNT ALLOWED IS \$1.00)**

\$

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 X 10 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

In order for a Bid to be responsive, Bidder must submit bid for Alternates listed below. The failure to do so shall result in the Bid being rejected as non-responsive.

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 Exhibit 41 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:

Addendum No. 2

(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 (Select one of the options provided).
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 36 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 \$ ~~1,287,000~~ **\$2,800,000**^{Add02} 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:

**DOWNTOWN CAMPUS
PROJECT NO. 900320
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.

IN WITNESS WHEREOF, we have hereunto set our hands this_____ day of
_____, 20__.

Principal:

(Name of Firm)

Surety:

(Name of Firm)

By:

Title:

By:

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.

GENERAL CONDITIONS

(CM at Risk – With UCIP Coverage)

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GENERAL PROVISIONS

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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.

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General Conditions

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- .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.

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General Conditions

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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.

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~~August 23, 2014~~ **April 3, 2014**^{Add02}

General Conditions

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

Addendum No. 2

~~August 23, 2014~~ **April 3, 2014**^{Add02}

General Conditions

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

Addendum No. 2

August 23, 2014 April 3, 2014^{Add02}

General Conditions

CM/Contractor:GC:With UCIP

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.

~~1.3.3~~ **1.3.4**^{Add02} 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^{Add02}.

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.

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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.

Addendum No. 2

~~August 23, 2014~~ **April 3, 2014**^{Add02}

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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

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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.

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- .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.

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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

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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

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- .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

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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

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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.

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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.

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- .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.

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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 0.75% of items .1 through .8 above.

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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**^{Add02}
 - .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.

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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.

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- .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

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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

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- .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.

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- .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.

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- .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

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- .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^{Add02} 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 Failure of CM/Contractor, any of its Subcontractors, or any person or entity under CM/Contractor, to provide any required insurance information (including submitting completed forms identified in the Insurance Manual)
- .16 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

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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,

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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 ~~40 days~~ **15 days**^{Add02} 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

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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 UNIVERSITY CONTROLLED INSURANCE PROGRAM

11.1.1 Overview. Except as limited by the provisions of this Article 11.1, 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 **during Phase 2**^{Add02}. ~~Subject to Article 11.1.2, for purposes of the UCIP, Work (as defined in Article 1.1.40) that is performed at an off site location will be treated as on site Work, provided that at the time of enrollment in the UCIP, the off site location is identified to the UCIP Administrator and scheduled on the UCIP policies.~~^{Add02} Persons and entities eligible for such coverage (see Article 11.1.2), including CM/Contractor and all Subcontractors, unless excluded under Article 11.1.5, will be required to enroll in the UCIP. Once enrolled, the UCIP will provide coverage as defined herein until the earliest of the following: ~~the date on which University makes final payment to CM/Contractor, the Project attains final completion as defined in Article 9.8.1~~^{Add02}, the date a Notice of Cessation is filed for the Contract, or the date the Contract is terminated pursuant to Article 13. Additionally, all enrolled eligible Contractors and Subcontractors, will be required to obtain their own business automobile liability insurance for all Work (on and off site), as well as their own commercial general liability coverage and workers' compensation and employer's liability insurance for their Work not covered by the UCIP (see Article 11.1.10); Excluded Parties and Eligible Parties who are not enrolled must also obtain business automobile liability insurance, workers' compensation and employer's liability insurance, and commercial general liability insurance for all Work (on and off site) (see Article 11.1.10). The UCIP shall be administered by the UCIP Administrator identified in the Supplementary Conditions. Pursuant to Article 4.1.4, all communications concerning the UCIP shall be through the University Representative except that written communications between the UCIP Administrator, CM/Contractor, Subcontractors,

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eligible, enrolled and excluded parties are authorized as follows:

- .1 For the purpose of obtaining copies of any UCIP insurance policies, the *UCIP Insurance Manual* and the *UCIP Safety Standards Manual*.
- .2 For the purpose of obtaining any certificates of insurance required by this Article 11.
- .3 For the purpose of verifying that CM/Contractor, Subcontractors, eligible parties, enrolled parties and excluded parties have obtained and maintained any insurance required by this Article 11.
- .4 For the purpose of enrolling any party in the UCIP.

11.1.2 Eligible Parties and Enrolled Parties: Except as provided in Article 11.1.5, each of the following, who will perform any labor at the Project site in Phase 2, are an "Eligible Party:" CM/Contractor, all Subcontractors of all tiers, and such other persons or entities as University may designate, in its sole discretion. Upon receipt of written acknowledgement of enrollment from the UCIP Administrator, an Eligible Party becomes an "Enrolled Party." ~~UCIP coverage for Work performed at an off site location will not be provided to any party that does not perform any labor at the Project site and/or who is not enrolled, and the off site Work of such parties will not be treated as on site Work pursuant to Article 11.1.1.~~^{Add02}

11.1.3 Except as provided in ~~Article 11.1.2~~ **Article 11**^{Add02}, Enrolled Parties shall not obtain or maintain workers' compensation and employer's liability insurance, commercial general liability insurance, or excess liability insurance for their Work performed at the Project site **in Phase 2**^{Add02}. Notwithstanding the preceding sentence, Enrolled Parties may obtain, at their own cost:

- .1 Excess liability insurance over and above the UCIP Coverages; and
- .2 Insurance to Cover CM/Contractor's obligations set forth in Article 11.1.9.8

11.1.4 Eligible Parties (unless excluded under Article 11.1.5) shall not include in their bids for any Work to be performed at the Project site **in Phase 2**^{Add02} 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. Further, Enrolled Parties (unless excluded under Article 11.1.5) shall not include in any change order request, claim or other request or demand for payment or compensation for Work to be performed, or that was performed, at the Project site any projected or actual cost to provide 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 11.1.4

11.1.5 Excluded Parties and Their Insurance Obligations. The UCIP Coverages do not cover the following "Excluded Parties:"

- .1 Heavy and/or structural demolition, hazardous materials remediation, removal and/or transport companies and their consultants;
- .2 Architects, surveyors, engineers, and soil testing engineers, and their consultants (except for architects, surveyors, engineers and soil testing engineers that are employees of CM/Contractor or Subcontractor);
- .3 Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers, common carriers and others who do not perform work at the Project site or who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
- .4 Subcontractors of all tiers that do not perform any actual labor on the Project site;
- .5 Temporary labor services;
- .6 Persons or Entities who are not an Eligible Party who are enrolled in the UCIP; and
- .7 Any other person or entity that the University, acting in its sole discretion, elects to exclude, even if otherwise eligible.

Excluded Parties and Eligible Parties that are not enrolled in the UCIP shall obtain and maintain the insurance coverage specified in Article 11.1.10.

11.1.6 UCIP Insurance Policies Establish the UCIP Coverages. University will provide its standard UCIP insurance coverages, subject to the deductibles, terms and conditions, exclusions, and limitations contained in the provisions of the standard UCIP policies. The UCIP Administrator shall make copies of the UCIP insurance policies available to any Eligible Party or Enrolled Party requesting to review such copies in writing. Pursuant to Civil Code section 2782.96, any Eligible Party

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or Enrolled Party receiving copies of the policies shall not disclose the policies to third parties other than to the Eligible Party's or Enrolled Party's insurance broker or attorney unless required to do so by law; the Eligible Party's or Enrolled Party's insurance broker or attorney may not disclose the policies to any third party unless required to do so by law. The summary descriptions of the UCIP Coverages in this Article 11, 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. 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.

11.1.7 Summary of UCIP Coverages. UCIP Coverages shall apply only to the Work of each Enrolled Party performed on or at the Project site **during Phase 2, and only**^{Add02} to Enrolled Parties that are eligible for the UCIP. UCIP coverages shall not apply to ineligible parties, even if they are erroneously enrolled in the UCIP. An Enrolled Party's Work away from the Project site, **all pre-construction Work in Phase 1**^{Add02}, and including product manufacturing, assembly, off-site fabrication, or otherwise, will not be covered by the UCIP. The UCIP shall provide only the following insurance to eligible and Enrolled Parties (this is only a summary):

- .1 Workers' Compensation Insurance: Statutory Limit
 This insurance is primary for all covered occurrences within the 50 United States, except that this insurance does not apply in any monopolistic workers' compensation state.
- .2 Employer's Liability Insurance:

Bodily Injury by Accident, each accident	\$2,000,000
Bodily Injury by Disease, each employee	\$2,000,000
Bodily Injury by Disease, policy limit	\$2,000,000

 This insurance is primary for all occurrences at the Project site.
- .3 Commercial General Liability Insurance
 ISO Occurrence Form, or its equivalent:

Each Occurrence Limit	\$2,000,000
General Aggregate Limit for all Enrolled Parties	\$4,000,000
Products & Completed Operations Aggregate, all Enrolled Parties	\$4,000,000

 Ten (10) Years Products & Completed Operations Extension
 This insurance is primary for all occurrences at the Project site.
- .4 Excess Liability Insurance
 (Over Employer's Liability & General Liability):

Combined Single Limit	\$100,000,000
General Annual Aggregate for all Enrolled Parties	\$100,000,000
Products & Completed Operations Aggregate, all Enrolled Parties	\$100,000,000

 Ten (10) Years Products & Completed Operations Extension

Exhibit 1A, entitled *UCIP Coverage Summary*, contains a summary of the policy limits, the term of the policy, and any known exclusions to the coverages described in this Article 11.1.7. CM/Contractor, in the event of a loss, shall be responsible for the amounts set forth in Article 11.1.9 herein.

11.1.8 University's Insurance Obligations.

- .1 University shall pay the costs of premiums for the UCIP coverages.

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- .2 University will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. CM/Contractor hereby assigns to University the right to receive all such adjustments, and shall require each of its Subcontractors of every tier to assign to University the right to receive all such adjustments.
- .3 The University's obligation to obtain insurance under the UCIP shall not relieve or limit, or be construed to relieve or limit, CM/Contractor or any of its Subcontractors of any tier of any responsibility, liability, or obligation imposed by the Contract Documents, the UCIP insurance policies, or by law, including, without limitation, any indemnification obligations which CM/Contractor or any of its Subcontractors have to University.
- .4 University reserves the right at its option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that provided at the time of enrollment.

11.1.9 CM/Contractor's UCIP Obligations.

- .1 CM/Contractor shall require that the terms of this Article 11 be incorporated into all Subcontractor agreements.
- .2 CM/Contractor shall enroll in the UCIP within five (5) days of ~~execution of the Contract~~ **the Notice of Intent for Phase 2 of**^{Add02} the Contract (and prior to its commencement of Work at the Project site) and maintain enrollment in the UCIP until the coverage terminates pursuant to Article 11.1.1.
- .3 CM/Contractor shall assure that each of CM/Contractor's eligible Subcontractors of every tier enroll in the UCIP within five (5) days of subcontracting **for Work in Phase 2**^{Add02} (and prior to the Subcontractor's commencement of Work at the Project site), and maintain enrollment in the UCIP until the coverage terminates pursuant to Article 11.1.1.
- .4 CM/Contractor shall comply with all of the administrative, safety, insurance, and other requirements outlined in this Article, the UCIP Insurance Manual, the UCIP Safety Standards Manual, or elsewhere in the Contract Documents.
- .5 CM/Contractor agrees that the University and the UCIP Administrator are not agents, partners or guarantors of the insurance companies (hereinafter "UCIP Insurer") providing coverage under the UCIP, that neither University nor the UCIP Administrator are responsible for any claims or disputes between or among CM/Contractor, its Subcontractors of any tier, and any UCIP Insurer(s), and that neither University nor UCIP Administrator guarantees the solvency or the availability of limits of any UCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the UCIP Coverages that CM/Contractor or its Subcontractors of any tier require for its or their own protection, or that is required by applicable laws or regulations, shall be CM/Contractor's or its Subcontractors' sole responsibility and expense.
- .6 CM/Contractor shall cooperate fully with the UCIP Administrator and the UCIP Insurers, as applicable, in its or their administration of the UCIP.
- .7 CM/Contractor shall comply, and require all of its Subcontractors to comply, with UCIP Administrator's instructions for electronically enrolling in the UCIP and for electronically reporting payroll.
- ~~.8 In the event of a Commercial General Liability loss covered by the UCIP, CM/Contractor shall pay to the University an amount as set forth below. Payment pursuant to the preceding sentence shall not in any way limit the liability of CM/Contractor to University or otherwise. The amount to be paid, which is based on the Contract Sum of the CM/Contractor's Contract, at the time of the loss is reported, is as follows:~~

<u>Contract Sum</u>	<u>Amount to be Paid</u>
<u>\$1,000,000 or Less</u>	<u>\$ 1,000</u>
<u>\$1,000,001 to \$10,000,000</u>	<u>\$ 5,000</u>
<u>\$10,000,001 and Over</u>	<u>\$25,000</u>

- .8 In the event of a Commercial General Liability loss covered by the UCIP, CM/Contractor shall pay to the University per occurrence the amount of 20% of the total loss covered by UCIP up to a maximum of \$25,000. Payment pursuant to the preceding sentence shall not in any way limit the liability of CM/Contractor to University or otherwise.**^{Add02}

11.1.10 Additional Insurance Required from CM/Contractor, Enrolled Parties, Eligible Parties that are not enrolled, and Excluded Parties. CM/Contractor shall, at its expense, purchase and maintain, and shall require all Enrolled Parties, all Eligible

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.1 Policies and coverages.

- Commercial Form General Liability Insurance covering all Work done by or on behalf of CM/Contractor, all Enrolled Parties, all Eligible Parties that are not enrolled, and all Excluded Parties 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 of CM/Contractor, all Enrolled Parties, all Eligible Parties that are not enrolled, and all Excluded Parties. If the insurance under this Article 11.1.10.1.1 is written on a claims-made form, coverage shall continue for a period of not less than 3 years following the earliest of the following: the Project attains final completion as defined in Article 9.8.1, the date a Notice of Cessation is filed for the Contract, or the date the Contract is terminated pursuant to Article 13. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract. Commercial Form General Liability Insurance for Enrolled Parties is required only for Work performed off the Project site that has not been disclosed to the UCIP Administrator and scheduled on the UCIP policies, **and all work performed during Phase-1 Pre-Construction Services**^{Add02}. Commercial Form General Liability Insurance for Eligible Parties that are not enrolled, and for Excluded Parties, shall apply to all Work (both on and off the Project site). The limits for all Commercial Form General Liability Insurance shall not be less than the following:

Each Occurrence	\$2,000,000 / \$2,000,000
General Aggregate	\$2,000,000 / \$4,000,000
Products/Completed Operations Aggregate	\$2,000,000 / \$4,000,000
Personal/Advertising Injury Aggregate	\$1,000,000 / \$2,000,000

* CM/Contractor shall provide enrolled insurance limits during Phase 1. Add02

- .2 Business Automobile Liability Insurance on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of Insured and providing insurance for bodily injury and property damage, with a combined single limit of not less than \$1,000,000 bodily injury, \$1,000,000 property damage, and with a \$1,000,000 policy limit. The Business Automobile Liability Insurance shall be provided by CM/Contractor, Enrolled Parties, Eligible Parties that are not enrolled, and Excluded Parties for all on site and off site Work.
- .3 Workers' Compensation and Employer's Liability Insurance as required by Federal and State of California law. Workers' Compensation and Employer's Liability Insurance required by this Section 11.1.10.1.3 shall be provided by CM/Contractor and Enrolled Parties only for Work performed off the Project site that has not been disclosed to the UCIP Administrator and scheduled on the UCIP policies, **and all work performed during Phase-1 Pre-Construction Services.**^{Add02} Workers' Compensation and Employer's Liability Insurance required by this Section 11.1.10.1.3 shall be provided by Eligible Parties that are not enrolled, and Excluded Parties for all on site and off site Work.
- .4 **Professional Liability Insurance** to insure CM/Contractor's activities in connection with this Contract. If the insurance under this Article 11.1.10.1.4 is written on a claims-made basis, it shall be maintained continuously for a period no less than three (3) years following termination of this Contract or Final Completion, whichever occurs later. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of this Contract and shall include, without limitation, coverage for professional services as called for in this Contract. The limits of liability for the Professional Liability Insurance shall be no less than the following:

Each Occurrence	\$1,000,000	Add02
General Aggregate	\$1,000,000	Add02

- .5 Any additional insurance required by the Supplementary General Conditions.
- .2 Any coverages required under this Article 11.1.10 shall not in any way limit the liability of CM/Contractor, any Enrolled Parties, any Eligible Parties that are not enrolled, or any Excluded Parties.

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- .3 Certificates of Insurance, as evidence of their insurance required by these Contract Documents and on the form contained in the Exhibits, and endorsements required by 11.1.10.5 shall be submitted by the CM/Contractor, by each Enrolled Party, by each Eligible Party that is not enrolled, and by each Excluded Party, to the UCIP Administrator. The Certificates of Insurance shall provide for no cancellation or modification of coverage without prior written notice to UCIP Administrator, in accordance with policy provisions.
- .4 In the event any Enrolled Party, any Eligible Party that is not enrolled, or any Excluded Party 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.
- .5 Insurance as required by Article 11.1.10, shall, by endorsement to the policies, include the following:
 - .1 The Regents of the University of California, The University of California, University, the UCIP Administrator, and each of their Representatives, consultants, officers, agents, employees, each of their Representative's consultants, and all enrolled parties, regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the general and automobile liability policies of the Contractor, Enrolled Parties, Eligible Parties that are not enrolled, and Excluded Parties for and relating to the Work to be performed by any Enrolled Party, any Eligible Party that is not enrolled, or any Excluded Party. The general liability insurance policy of the Contractor, Enrolled Parties, Eligible Parties that are not enrolled, and Excluded Parties shall name University as an additional insured 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 Workers' 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, UCIP Administrator 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, UCIP Administrator and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.10.
- .6 The form and substance of all insurance policies required to be obtained under this Article 11.1.10 shall be subject to approval by University. All policies required by this Article 11.1.10 shall be issued by companies with ratings and financial classifications as specified in the Supplementary Conditions.
- .7 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.
- .8 The Certificate of Insurance 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 State License Board.
- .9 If any insurance company refuses to use the Certificate of Insurance form as contained in the Exhibits, it must provide a Certificate of Insurance evidencing compliance with this Article and Special Provisions 1 through 2 ^{3Add02} on the Certificate of Insurance Exhibit by including an endorsement to its Certificate of Insurance form

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covering Special Provisions 1 through 2 ^{Add02} 3 exactly as these provisions appear on the Certificate of Insurance Exhibit.

- .10 At the request of University, CM/Contractor shall submit to University copies of the policies obtained by CM/Contractor, Enrolled Parties, Eligible Parties that are not enrolled, and Excluded Parties.
- .11 **If coverage under the UCIP has terminated for any reason, Contractor, Enrolled Parties, Eligible Parties that are not enrolled, and Excluded Parties shall not perform Work on the Project site (including corrective, repair or warranty Work) unless and until the insurance policies and coverages specified in this Article 11.1.10 are in effect.** ^{Add02}

11.1.11 CM/Contractor's Representations and Warranties to University. CM/Contractor represents and warrants to University, and will require each of its Subcontractors of every tier to represent and warrant to University that:

- .1 All information they submit to University, or to the UCIP Administrator, shall be current, accurate and complete.
- .2 They have read the UCIP coverage summaries and have had the opportunity to read and analyze copies of the UCIP insurance policies made available by University, and they understand the UCIP Coverages. Any reference or summary in the Agreement, this Article, the Contract Documents, or elsewhere as to amount, nature, type or extent of UCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. CM/Contractor and its Subcontractors of all tiers have not relied upon said references or summaries, but solely upon their own independent review and analysis of the UCIP Coverages in formulating any understanding and/or belief as to amount, nature, type or extent of any UCIP Coverages and/or its potential applicability to any potential claim or loss.
- .3 The Costs of UCIP Coverages were not included in CM/Contractor's bid or proposal for the Work, the Contract Price/Contract Sum, and will not be included in any change order request, claim, change order or any request for payment for the Work or extra work.
- .4 CM/Contractor acknowledges that University shall not pay or compensate CM/Contractor or any Subcontractor of any tier, in any manner, for the Costs of UCIP Coverages.

11.1.12 University's Election to Modify or Discontinue the UCIP. University may, for any reason, modify the UCIP Coverages, discontinue the UCIP, or request that CM/Contractor or any of its Subcontractors of any tier withdraw from the UCIP upon thirty (30) days written notice. Upon such notice CM/Contractor and/or one or more of its Subcontractors, as specified by University in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by University) of the UCIP Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to University's approval. The University shall pay CM/Contractor for the reasonable cost of replacement coverage required by this Article 11.1.12.

11.1.13 Waiver of Subrogation. To the extent permitted by law, CM/Contractor waives all rights of recovery by subrogation arising out of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against University, University's Representative, University's Representative's consultants, the UCIP Administrator, its or their officers, agents, or employees, and any other contractor or Subcontractor performing Work or rendering services on behalf of University in connection with the planning, development and construction of the Project. University shall also require that all CM/Contractor maintained insurance policies related to the Work, include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against CM/Contractor together with the same parties referenced immediately above in this Section 11.1.13. Where permitted by law, CM/Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

11.1.14 Duty of Care. Nothing contained in this Article, the Contract Documents, or elsewhere shall relieve the CM/Contractor or any of its Subcontractors of any tier of their respective obligations to exercise due care in the performance of their duties in connection with the Work, and to complete the Work in strict compliance with the Contract Documents.

11.1.15 Conflicts. In the event of a conflict between the Contract and the provisions of the UCIP insurance policies, the insurance policies shall govern.

11.1.16 Safety. CM/Contractor shall be solely responsible for safety on the Project. CM/Contractor shall establish a safety program that, at a minimum, complies with all local, state and Federal safety standards, and any safety standards established by University for the Project.

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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**^{Add02}, 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 **Phase 2 of**^{Add02} 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

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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.

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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.

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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

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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 (if applicable)

CM/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.). CM/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. CM/Contractor will adopt procedures to ensure that its employees, agents and subcontractors refrain from such activity. If CM/Contractor, its employees, agents or subcontractors do further examine, copy, photograph, record in any manner, distribute or share this information, CM/Contractor will report such actions immediately to the University Representative. CM/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. CM/Contractor will report to University Representative within five (5) days after CM/Contractor gives University Representative notice of the event/action of the steps taken to prevent future occurrences.

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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. 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. CM/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of 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.

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- .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 Sections 1770, 1771, 1772, 1773, 1774, and 1775 of the State of California Labor Code.

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 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:

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August 23, 2014 April 3, 2014^{Add02}

General Conditions

CM/Contractor:GC:With UCIP

- .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.

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 journeyman 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

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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 journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker 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.

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General Conditions

CM/Contractor:GC:With UCIP

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.

15.7.2 University and entities and agencies designated by University (including the UCIP Administrator and any UCIP insurer) will have access to, and the right to audit and the right to copy at University's cost, CM/Contractor's and all of its Subcontractors' payroll records, books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work.

15.7.3 Without limiting the University's rights as set forth in Article 15.7.2, the right to audit and copy shall apply to insurance coverages, insurance cost information, bid estimates, pricing for any cost in the Contract Sum or any subcontracted work, or any information that CM/Contractor or any Subcontractor provides to University, the UCIP Administrator, or the UCIP insurers as part of the UCIP, for the purpose of confirming the accuracy of such information as it relates to insurance and for the purpose of ensuring that the UCIP coverage provided by the University is not duplicated by any contractor provided coverage with such costs being included in any bid, change order, claim or payment applications for the Work (hereinafter "UCIP Coverage Audit."). Any document produced by a CM/Contractor or Subcontractor as part of a UCIP Coverage Audit that CM/Contractor or Subcontractor believes to be a "trade secret" shall be identified as such by marking the document with a "trade secret" notation or stamp on each page of the document, and by submitting the document(s) to the UCIP Administrator in a sealed envelope marked "trade secret." The University will treat any document marked "trade secret" that was obtained for the limited purpose of a UCIP Coverage Audit as confidential and will not disclose it to any third party (other than in connection with conducting and evaluating the UCIP Coverage Audit), except as required by the California Public Records Act. If a request for a document marked "trade secret" obtained through the UCIP Coverage Audit is made pursuant to the California Public Records Act, the University will give notice to the CM/Contractor so that the CM/Contractor or its Subcontractor may, at such entity's own expense, seek to obtain a court order to prevent public disclosure of the UCIP Coverage Audit information.

15.7.4 CM/Contractor and all Subcontractors shall preserve all documents referred to, and all documents containing information referred to, in this Article 15.7 during the performance of the Contract and for a period of at least 3 years after final completion. CM/Contractor shall require its Subcontractors to comply with this Article 15.7.

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:

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- .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.

15.8 — NOTICES

~~15.8.1 Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:~~

- ~~.1 Personally delivered~~
- ~~.2 Sent by facsimile where receipt is confirmed~~
- ~~.3 Sent by courier where receipt is confirmed~~
- ~~.4 Sent by registered or certified mail, postage prepaid, return receipt requested~~

~~15.8.2 Such notices and other communications in Article 15.8.1 above 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. Such notices and communications shall be given 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.~~^{Add02}

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

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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]

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THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary

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 insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy.

Some Projects may be excluded and/or must be underwritten separately any 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

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 Aon Risk Insurance Services West, Inc..*

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Coverage Summary

SUBLIMITS:

1. \$5,000,000 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**
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. 33% of the declared estimated Total Project Value subject to a maximum of \$50,000,000 for **Water Damage**. (Each Insured Project is also subject to a \$50,000,000 Annual Aggregate for Water Damage.)
11. 15% of the adjusted property damage loss, subject to a maximum of \$10,000,000 for **Green/LEED Rating System**
12. 10% of the adjusted property damage loss, subject to a maximum of \$50,000 for **Mold/Fungi**
13. 5% of the declared estimated Total Project Value, subject to a maximum of \$10,000,000 for additional **Architects, Engineering and Professional Fees**
14. \$100,000 for **Claims Preparation Expenses**
15. \$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 and subcontractors of every tier to the extent required by any contract or subcontract for an Insured Project, and then only as their respective interests may appear, any individual(s) or entity(ies) specified in such contract or subcontract, are recognized as Additional Insureds hereunder. 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, 2011 at 12:01AM and ends on September 1, 2014 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 Aon Insurance Services West, Inc.*

DEDUCTIBLES

\$25,000 for **All Other Perils** for Projects **over** \$2,500,000 at the time of the loss
except Water Damage
\$10,000 for **All Other Perils** for Projects **under** \$2,500,000 at the time of the loss
except Water Damage
\$100,000 for **Water Damage** for **all** projects

NOTE: *The contractor shall be responsible for the deductibles.*

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 frost, falling ice, or freezing, unless resulting directly from damage caused by fire, lightning, explosion, windstorm, riot, riot attending a strike, civil commotion, aircraft, vehicles, or smoke.
9. 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.
10. 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.
11. Loss or damage to Insured Property while aboard any aircraft or watercraft.
12. 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.
13. 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.
14. Loss or damage to Used Equipment caused by mechanical and/or electrical breakdown.
15. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Land Movement.
16. Loss or damage directly or indirectly caused by, resulting from, contributed to, or aggravated by Flood.
17. 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.
18. Terrorism.
19. 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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PROJECTS EXCLUDED AND/OR MUST BE UNDERWRITTEN SEPARATELY. THESE PROJECTS MAY BE SUBJECT TO DIFFERENT RATES, DEDUCTIBLES, AND TERMS AND CONDITIONS.

(A) Construction Cost exceeds:

- \$150 Million regardless of Construction Type
- \$5 Million for Wood Frame
- \$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 37

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:

The new Downtown Center, an approximately 75,000 OGSF new building, will be located at downtown Merced in the City of Merced Civic Center District. This building will provide private offices, open offices, conference rooms, supporting facilities, and mixed-use spaces.

ARTICLE 1

GENERAL PROVISIONS - CM/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 38.

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 43 39 Mock Ups
- b. 01 43 40 Exterior Enclosure Performance Requirements
- c. **01 73 29 Cutting, Patching and Matching**^{Add02}
- d. **01 73 35 Selective Demolition**^{Add02}
- e. **01 77 00 Closeout Procedures, Final Cleaning, and Extra Materials as it pertains to Final Cleaning**^{Add02}

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 38, shall not be included in a Bid Package.

Addendum No. 2

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.

Quantity	Title/Function	% Time Pre-Construction
1	Preconstruction Manager	75%
1	Project Estimator	50%
1	Project Manager	50%
1	Superintendent	30%
1	MEP Constructability Expert	10%
1	Exterior Skin Systems Constructability Expert	10%

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. Reference Exhibit 48 Phase 1 Memorandum of Understanding and Acknowledgement.

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.

Addendum No. 2

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

Addendum No. 2

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

2.4.1 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,

Addendum No. 2

errors, and/or omissions in the Contract Documents prepared during the Design Work by the Design Professionals.

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.

2.4.6 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.

2.4.6.1 CM/Contractor is responsible for obtaining Encroachment Permits from the City of Merced, including submission of permit for review, management and resolution of any City comments on permit submission, and resubmission for permit as applicable. University will assist CM/Contractor in this process, however, CM/Contractor is to take lead. All review/permit costs are to be paid by CM/Contractor with reimbursement by University.

2.4.6.2 CM/Contractor is responsible for developing the Traffic Control Plan(s) for coordination with the Project Site, University and City of Merced. After University approval, CM/Contractor is to work directly with the City of Merced for approval of the Traffic Control Plan(s) including submission for review, management and resolution of any City comments on plan, and resubmission as applicable. All review costs are to be paid by CM/Contractor with reimbursement by University.

2.4.6.3 CM/Contractor is responsible for coordinating with the City of Merced for all refuse and recycling needs of the project. City of Merced must be hauler for all refuse and recycling. CM/Contractor to coordinate all refuse/recycling services and allowable dumpster sizes with City of Merced Solid Waste Manager John Velasquez.

2.4.7 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.

2.4.8 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.

2.5 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. Draft Bid Packages shall be submitted to the University for review and approval by 90% Construction Documents design phase.

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.

2.5.4.1 IT/AV scope of work is to be developed as a standalone Bid Package from any other; inclusion in the Electrical Bid Package is not acceptable. Assembly of all other Bid Package are under the CM/Contractor's discretion, with approval by the University.

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 there of, 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. 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/rfp/rfq ; 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 responsible 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 within three (3) days of receiving bids. 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.

2.5.10 CM/Contractor shall supervise Labor Compliance Program Mandatory Pre-Job Conference with all awarded bidders for the trades in coordination with the University. University to provide required materials and handouts for conference.

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 38 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.

3.3.1.1 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 of Personnel Phase 2 - Construction
1	Project Executive	5%
1	Project Manager	100%
1	Superintendent	100%
1	Assistant Superintendent	100%
1	MEP Coordinator/Superintendent	50%
1	Safety Coordinator	50%
1	BIM Coordinator	50%
1	Project Engineer	100%
1	Administrative Clerk	100%

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 These 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 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	100%
1	Plan Rack/Plan Table	100%
3	Desk and Chairs for Staff Personnel	100%
1	Conference Table with Chairs, Projector, Projector Screen, and Video Conferencing Capabilities for 10 people	100%
1	Telephone Lines with Voicemail	100%
1	Set of Equipment for Review and Maintenance of Electronic Project Documentation	100%
3	Cellular/Mobile Phones for Field Personnel as defined in 3.4.2	100%

3.7 TEMPORARY CONSTRUCTION

3.7.1 Provide all Temporary Construction items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit 38 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, including but not limited to the safety signage required by LCP.

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 38, 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 38, 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 38, 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 38 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 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. CM/Contractor shall lead and be responsible for the BIM development and process for the project, including submission of the model for University review and approval. CM/Contractor shall provide a schedule for the BIM process within thirty (30) days of NTP for Phase 2.

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. CM/Contractor shall sign all submittals prior to being sent to the University, as record of having reviewed the submittal for correctness and completeness.

3.17.3 CM/Contractor's responsibility shall include the management and coordination of preparing complete Operations & Maintenance Manuals to the University.

**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: \$90,000 for ~~site utilities including site water and electrical usage~~ **payment of electric and water utilities as required by Section 01 51 00 Temporary Utilities^{Add02}**. Include this amount in the lump sum base bid.
- B. Allowance No. 2 – Traffic Control: \$100,000 for Traffic Control for Downtown Campus construction as necessary and in accordance with Section 01 35 00 Special Requirements. All traffic control 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 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 a coordinated 3-D Building Information Model (BIM) of the demonstrating how these all 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 building. ~~This effort shall be in accordance with the Coordination Process Article of the Instructions to Bidders.~~^{Add02}

2. Routing and Coordination of overhead Mechanical, Fire Sprinkler, Plumbing and/or Electrical Installations
 - a. CM/Contractor shall schedule and coordinate the Work of all Mechanical, Fire Sprinkler, Plumbing, Electrical, Technology, Structural Steel, Metal Framing and Acoustical Ceiling Subcontractors having installation responsibilities within the ceiling space, 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, with assistance from the Drywall Subcontractor, shall participate in a meeting for the preparation of a coordinated 3-D Building Information Model (BIM) of the overhead mechanical, electrical, technology, fire protection and plumbing utilities demonstrating how these utilities will fit within the designated ceiling and vertical shaft spaces. These utilities will be fully coordinated one with the other as well as with architectural and structural components of the building. The Metal Framing and Drywall Subcontractor will provide input as to location of king studs and other wall and ceiling components which potentially impact placement of utilities. ~~This effort shall be in accordance with the Coordination Process Article of the Instructions to Bidders.~~^{Add02} The Structural Steel Subcontractor shall provide a 3-D model of their work based on their approved shop drawings.
 - 1) BIM layout models of all equipment, ductwork and piping shall be prepared at not less than a 3/8 scale and in the most current version of 3D CAD or BIM software format compatible with NavisWorks software. A listing of compatible formats can be found at <http://www.navisworks.com/en/support/formats>. The CM/Contractor shall establish standards governing model programs, coordinate system, communication and transfer protocols.
 - 2) The resulting 3D models shall accurately show sequencing, routing, sizes and elevations of all ductwork, piping, equipment, registers, grilles, diffusers and similar features, as well as locations of all valves, dampers, services thermostats and all other items requiring access and maintenance. These models shall also accurately show structural and architectural components, including but not limited to beams, columns, walls, ceilings, doors and their types. Additionally, the CM/Contractor shall model any other major architectural and structural features as shown on their respective drawings or models. The design team's architectural and structural models will be available as supplementary information for coordination. 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, audio/visual, casework, and electrical Subcontractors who shall then begin participating in regular BIM coordination meetings. The Subcontractors shall create their own models in adherence with the standards established in the initial BIM coordination meeting(s), including modeling accurate 3D routings, valves, access panels, switch panels, clearances, etc., as required. The updated models from all Subcontractors shall be uploaded via means established in the initial BIM coordination meeting on a weekly basis at minimum. 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.

- 3) BIM Coordination Meetings: The CM/Contractor shall then prepare a preliminary composite of all models, incorporating all the information and BIM models provided by the Subcontractors. The composite model will then be reviewed during a series of BIM coordination meetings as directed by the CM/Contractor in coordination with the University's Representative, at which time all trades shall be represented by at least one project manager and one modeler in order to review and resolve any real or apparent inferences or conflicts. The CM/Contractor shall also have an active teleconference at all BIM coordination meetings for inclusion of the design team and University staff. In preparing the composite model, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid conflicts. Items may not be resized, exposed, concealed or relocated without the University's Representative's written approvals. No changes shall be made in any wall or chase locations, soffit or ceiling heights, door swings or locations, window or other openings, or other features affecting the function or esthetic effect of the building. If conflicts or interferences cannot be satisfactorily resolved, the University's Representative shall be notified and their decision obtained. The composite BIM model need not be submitted as a whole, but they shall be submitted, in all cases, in ample time to avoid construction delay. The coordination model may lack complete data in certain instances pending receipt of shop drawings or fabrication models, but sufficient space shall be allotted for those items affected. When the final information is received, such data shall be promptly inserted in the composite model. All changes in the scope of work due to revisions formally issued and approved shall be shown on the composite model. All work on the coordination composite drawings shall be performed by competent modelers and shall be clear and fully usable. The University's Representative shall determine the acceptability of the BIM

- models.
- 4) Composite BIM Model: After all conflicts, interferences and associated issues are resolved, the CM/Contractor shall then develop a final composite model showing the agreed upon routing, layout and placement of all ductwork, conveyers, piping, conduit, valves, panels, lighting fixtures and all other major mechanical and electrical installations. In preparing the final composite model, any supplementary drawings shall be created as well to accurately communicate the as-built condition. Particular attention shall be given to the locations, size and clearances of all equipment items, shafts, soffits, ceilings, wall spaces and similar features. These final composite models and 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.
- 5) Final Composite BIM Model and Drawings: After the final composite BIM model and associated drawings have been agreed upon and signed by the CM/Contractor and all Subcontractors, the CM/Contractor shall reproduce copies and distribute the BIM model/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 BIM models and 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 composite model(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 BIM model 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 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.~~ **Underground Utilities Complete**^{Add02}
 2. **Superstructure Complete**^{Add02}
 3. **Mock-Up(s) Ready for Review/Approval**^{Add02}
 4. **Curtain Wall Complete**^{Add02}
 5. **Building Weather-tight ("Dried-In")**^{Add02}
 6. **Start of Finishes**^{Add02}
 7. **Start of Hardscape**^{Add02}
 8. **Ready for OFOI FF&E Furniture Move-In**^{Add02}
 9. **Ready for OFCI Active Electronics Delivery**^{Add02}

10. **Ready for OFCI Audio Visual Equipment Delivery**^{Add02}

- 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

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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 General 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 18 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 ~~20~~ ¹⁰~~10~~^{Add02} 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 General 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 3.5 inch disk, Zip 100 disk, or 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 codings (to facilitate selecting groups or groupings of activities), with at least a 6-position alpha/numeric code.

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- 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, 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 General 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 General 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 General 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 General 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 General 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 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~~ **651-655 W 18th Street, Merced, CA 95340.**^{Add02}

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~~ **18th Street for access to the Project Site.**^{Add02}
- ~~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.~~^{Add02}

1.4 SITE RESTRICTIONS

- A. **OUT OF BOUNDS AREAS: Areas outside the project limits as identified on the Topographic Survey in the Contract Documents.**^{Add02}
 - ~~1. Little Lake~~^{Add02}
 - ~~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~~^{Add02}
 - ~~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.~~
- ~~e. 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~~ **shall coordinate with the City of Merced prior to performing work that will**^{Add02} block streets or parking areas at any time.
- D. The CM/Contractor shall clear all roads (~~including Lake Road~~)^{Add02}, 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) **City of Merced, Police Department and Parking,**^{Add02} 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 \$30 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. A valid permit must be displayed at all times by all vehicles while parking on campus, whether in fenced construction areas or not.~~^{Add02}
- ~~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.~~^{Add02}
- ~~D. On street parking is not permitted in areas not designated for parking or construction.~~^{Add02}
- ~~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.~~^{Add02}

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 City of Merced and^{Add02}** 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 18 Utility Service 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

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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~~^{Add02}.
- 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. General 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

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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. ~~Site Infrastructure Phase 4~~ Add02
 - b. ~~Science & Engineering Building 2~~ Add02
 - c. ~~Housing 4: The Summits~~ Add02
 - d. ~~Student Services Building~~ Add02
 - 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 – N/A ^{ADD02}

- ~~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.~~ ^{Add02}

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 is prohibited in and within 20 feet of any entrance, window, or air intake of all University buildings and in enclosed areas. Smoking will not be allowed in the construction area. Smoking will be allowed in a designated area within the construction storage yard only.
- D. Firearms are prohibited on University property.
- E. Alcoholic beverages are prohibited on University property unless the prior written approval of the University's Representative is obtained.
- F. 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 as selected by the University's Representative within one (1) mile from the work area~~^{Add02}. 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.~~^{Add02}

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.

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.

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- 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

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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

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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~~^{Add02}. 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)~~^{Add02}.
- 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 of the project~~^{Add02}.

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

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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 77 00^{Add02}
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

November 1, 2004

Revision: 1
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Addendum No. 2

CLOSEOUT PROCEDURES, FINAL CLEANING, AND EXTRA
MATERIAL

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SECTION 01 78 36^{Add02}

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 16) 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:**

Addendum No. 2

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GUARANTEES, WARRANTIES, BONDS, SERVICE &
MAINTENANCE CONTRACTS

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- 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