

CONSTRUCTION DOCUMENTS
FOR

BOELTER HSSEAS - UNDER GRADUATE
LAB 6541 RENOVATION

UNIVERSITY OF CALIFORNIA
LOS ANGELES CAMPUS
LOS ANGELES, CALIFORNIA

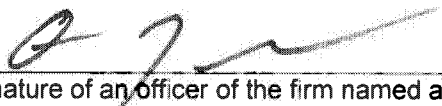
DECEMBER 2011

CERTIFICATION

BOELTER HSSEAS - UNDER GRADUATE LAB 6541 RENOVATION

BIDDING DOCUMENTS PREPARED BY:

**Omar Newland
UCLA Facilities Management Facilities
731 Young Dr. South
Los Angeles, CA 90095-1526**


(Signature of an officer of the firm named above)

11/14/2011
(Date)

OMAR NEWLAND
(Typed Name)

DPMD PRINCIPAL ARCHITECT
(Title)

CERTIFICATION:

(Affix professional registration stamp of the person named above with signature and expiration date.)

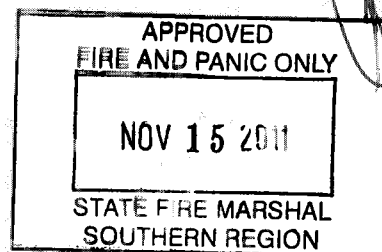
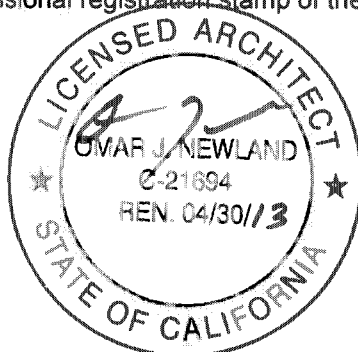


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ADVERTISEMENT FOR BIDS

Subject to conditions prescribed by the University of California, Los Angeles, sealed bids for a lump-sum contract are invited for the following work:

BOELTER HSSEAS - UNDER GRADUATE LAB 6541 RENOVATION
Project Number 2887623

DESCRIPTION OF WORK: The scope of this Project consists of renovations to Boelter Hall Room 6541 (approximately 1,460 total square feet) to create a new educational laboratory. Work includes providing new mechanical, electrical and plumbing systems, new lab utilities and casework as well as cosmetic and accessibility upgrades. Provide fire/life safety upgrades per Applicable Code Requirements, as well as signage, and finishes.

The estimated construction cost is \$400,000.00.

BIDDING DOCUMENTS:

1. Bidding Documents will be available beginning on Wednesday, December 21, 2011 and will be issued at:

ARC
2435 Military Ave.
Los Angeles, CA 90064
Telephone (310) 477-6501
Website: <http://socal.fordgraphics.com/>

2. Bidders may view the Bidding Documents online at the ARC PlanWell Public Plan Room, and purchase digital and/or hard copies of the Bidding Documents by contacting ARC as indicated above. All parties will make arrangements with and payment to ARC directly. (NOTE: Bidding Documents will not be issued at the University's office.)

BID DEADLINE: Bids will be received only at the following location:

Contracts Administration
University of California, Los Angeles
1060 Veteran Avenue, Suite 125
Box 951365
Los Angeles, California 90095-1365
310-825-7015

and must be received at or before:

2:00 p.m., Wednesday, January 25, 2012

MANDATORY PRE-BID CONFERENCE & JOB WALK: A mandatory Pre-Bid Conference and mandatory Pre-Bid Job Walk will be conducted on Wednesday, January 4, 2012 beginning promptly at 10:00 a.m. Only bidders who participate in both the Conference and the Job Walk, in their entirety, will be allowed to bid on the Project as prime contractors. Participants must arrive at or before 10:00 a.m. Persons arriving later than said time will not be allowed to bid on the Project as prime contractors. Participants shall meet at Capital Programs Building, 1060 Veteran Avenue (follow signs to the meeting room), UCLA campus (refer to the online UCLA Campus Map at www.ucla.edu/map). For further information, contact Andreas Frick at 310-206-2835.

(NOTE: Bidders are advised that parking may be difficult. Bidders should allow ample time to drive to the above location in heavy traffic, find a parking space, walk to the building,

and arrive in the designated Meeting Room prior to the required time. It is currently anticipated that the Conference/Job Walk will last at least 2 hours.)

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

B License (General Building)

BIDDER QUALIFICATIONS: To be allowed to submit a bid, Bidders must have the minimum experience set forth in the Bidder Statement of Experience contained in the Bidding Documents and posted on the website listed below. Bidders must submit to the above-listed location a completed Bidder Statement of Experience in a sealed envelope no later than:

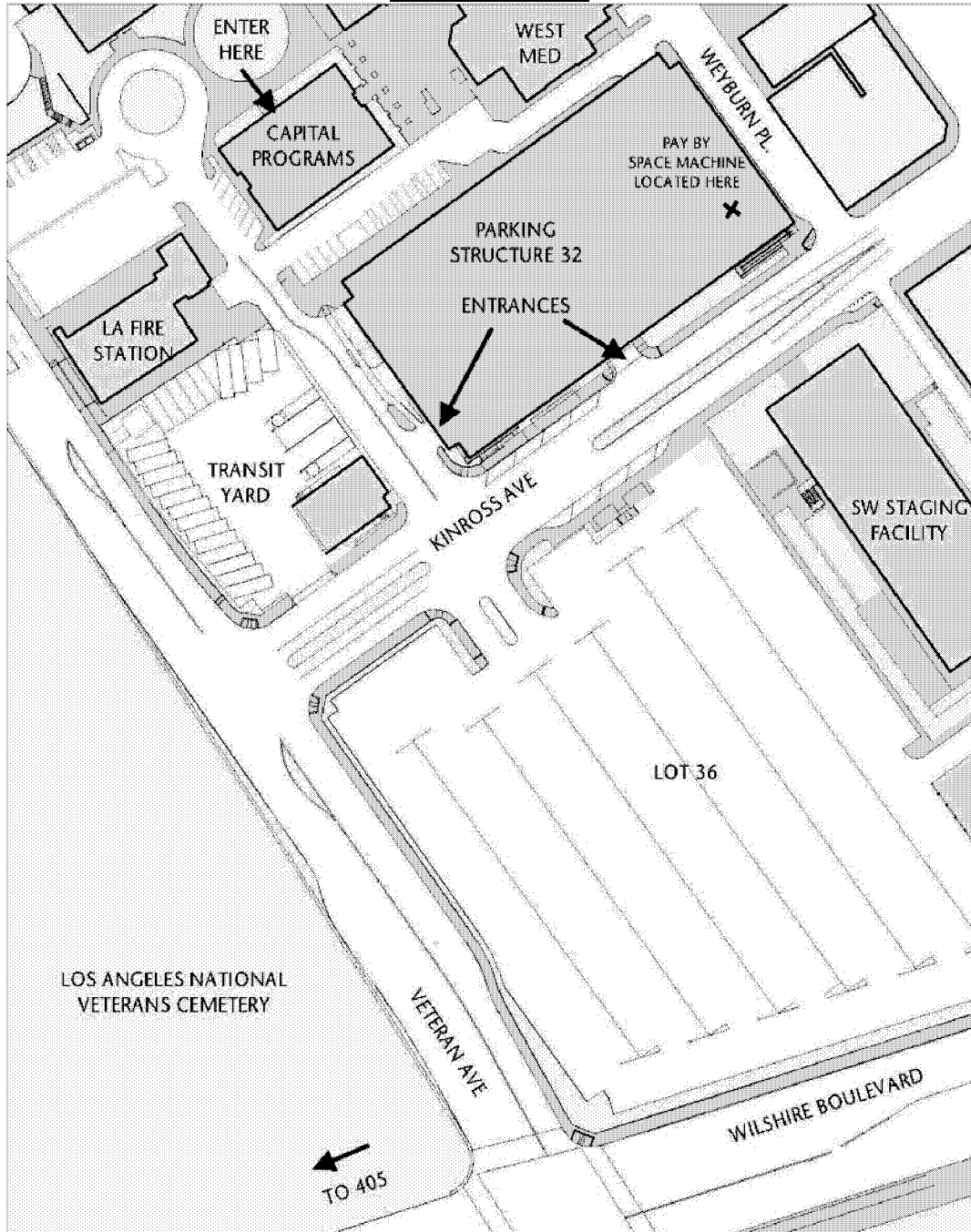
3:00 p.m., Wednesday, January 11, 2012

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

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Visit our website at: <http://www.capital.ucla.edu>)

CAMPUS MAP



CAPITAL PROGRAMS BUILDING:

1060 Veteran Avenue
Los Angeles, CA 90095
Contracts Tel: 310-825-7015

OFFICE HOURS:

Monday through Friday
8:00am to 12:00pm and
1:00pm to 4:00pm

DIRECTIONS:

Exit 405 Fwy at Wilshire Blvd.
Take Wilshire Blvd. east towards Westwood.
Turn left (north) onto Veteran Ave.
Turn right (east) onto Kinross Ave. and into
UCLA Parking Lot 36/Parking Structure 32
Pay for and obtain a parking permit at a Pay Station
(southeast corner of Parking Structure 32).
The Capital Programs Building is located just north of
Parking Structure 32.

PROJECT DIRECTORY

Project Name	BOELTER HSSEAS - UNDER GRADUATE LAB 6541 RENOVATION
Project Number	2887623
Location	University of California, Los Angeles
University	The Regents of the University of California
University Representative	Andreas Frick 731 Young Dr. South 3rd Floor Los Angeles, CA 90095-1526 310-206-2835
All bidding inquiries shall be directed only to:	Andreas Frick 731 Young Dr. South 3rd Floor Los Angeles, CA 90095-1526 FAX: 310-206-9522
Design Professional:	Omar Newland UCLA Facilities Management Facilities 731 Young Dr. South Los Angeles, CA 90095-1526
Design Professional Consultants:	MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING IBE Consulting Engineers 14130 Riverside Dr., Suite 201 Sherman Oaks, CA 91423 Ph# 818-377-8220 Fax# 818-377-8230
Address for Stop Notices:	Deliver to: UCLA Facilities Project Accounting 731 Charles E. Young Drive South, 3 rd Floor Los Angeles, CA 90024-1526 Mail to: UCLA Facilities Project Accounting 731 Charles E. Young Drive South, 3 rd Floor Box 951526 Los Angeles, CA 90095-1526
Address for Demand for Arbitration:	Western Case Management Center 6795 N. Palm Ave., 2nd Floor Fresno, CA 93704
A copy of the Demand for Arbitration must be sent to:	University of California Office of the General Counsel 1111 Franklin St., 8th Floor Oakland, CA 94607-5200

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ARTICLE 1
DEFINITIONS

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

ARTICLE 2
BIDDER'S REPRESENTATIONS

- 2.1 Bidder, by making a Bid, represents that:
- 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.
- 2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.
- 2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractor's State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.
- 2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.
- 2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

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

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

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

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

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

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

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

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

3.3 PRODUCT SUBSTITUTIONS

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

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location. The failure to list, on the Bid Form, any one of the items set forth above will result in the University treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to University that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

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

3.5 ADDENDA

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

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

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

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

3.6 BUILDER'S RISK PROPERTY INSURANCE

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

ARTICLE 4

PRE-BID CONFERENCE

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

ARTICLE 5

BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

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

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

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

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

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

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with University on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the University or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

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

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

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

5.3 SUBMISSION OF BIDS

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

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

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

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

5.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 6 **CONSIDERATION OF BIDS**

6.1 OPENING OF BIDS

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

6.2 REJECTION OF BIDS

6.2.1 University will have the right to reject all Bids.

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

6.3 AWARD

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

6.3.2 University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at University's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify any of the Bidders from being revealed to the representative of the University selecting the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, University will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.3.3 University will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has selected to be included in the Contract Sum as of the time of award.

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

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

- .1 Three originals of the Agreement signed by Bidder.
- .2 Three originals of the Payment Bond required under Article 11 of the General Conditions.
- .3 Three originals of the Performance Bond required under Article 11 of the General Conditions.
- .4 Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.
- .5 Name of, qualifications of, and references for the Superintendent proposed for the Work.
- .6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on Report of Subcontractor Information in the form contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
- .7 Preliminary Contract Schedule as required under Article 3 of the General Conditions.
- .8 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application for Payment, Selection of Retention Options accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.
- .9 Cost Breakdown as required by Article 9 of the General Conditions.

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

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

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

ARTICLE 7 **BID PROTEST**

7.1 FILING A BID PROTEST

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Facility not later than 3 business days after:

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

7.1.2 If a Bid is rejected by the Facility, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 3 business days of the rejected Bidder's receipt of the notice of rejection.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.4.

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

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

And, by e-mail to:

constructionreviewboard@ucop.edu

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

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

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: As specified in Article 4 of the Agreement, bound herein.
2. Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the person or firm listed in the Project Directory, bound herein.
3. The Pre-Bid Conference will be conducted at the time and location specified in the Advertisement for Bids, bound herein. (Attendance at the Pre-Bid Conference is mandatory.)
4. Bids will be received only at the location specified in the Advertisement for Bids, bound herein.
5. Bids will be opened at the time and location specified in the Advertisement for Bids, bound herein.
6. Contractor will be assessed as liquidated damages the sum listed in Article 5 of the Agreement for each day the Work remains incomplete beyond the expiration of the Contract Time. See Article 5 of the Agreement for detailed requirements.
7. **Bidder Qualifications:** To be allowed to submit a bid, Bidders must have the minimum experience described in the Bidder Statement of Experience. To allow University to evaluate Bidders, each Bidder must complete and submit qualification documents consisting of an experience record and required attachments (if any) in a sealed envelope at the place and time stipulated in the Advertisement for Bids (however, the University reserves the right to request, receive, and evaluate supplemental information after the specified time and date at its sole determination). The envelope shall be clearly labeled, "Qualification Documents" and state the project name. (NOTE: Oral, telephonic, electronic mail (e-mail), facsimile or telegraphic qualifications are invalid and will not be accepted.) The experience record must be described in the Bidder Statement of Experience form contained in the Bidding Documents. Bidders may also refer to the website listed in the Advertisement for Bids for an electronic copy of the form.
8. Not Used.
9. Article 1.12 of the Instructions to Bidders is replaced with the following revised article:
 - 1.12 As used in these Instructions to Bidders, the term "Business Day" means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if Facility or applicable office of University is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders. Holidays include January 1st and either December 31st or January 2nd, the third Monday in January, the third Monday in February, the last Friday in March, the last Monday in May, July 4th and either July 3rd or July 5th if it falls on a weekend, the first Monday in September, November 11th and either November 10th or November 12th if it falls on a weekend, Thanksgiving Day and the Friday after, December 25th and either December 24th or December 26th, and every day designated by University as a holiday.
10. Article 3.1.1 of the Instructions to Bidders is replaced with the following revised article:
 - 3.1.1 Bidders may obtain complete sets of the Bidding Documents from ARC as indicated in the Advertisement for Bids.
11. Article 3.5.1 of the Instructions to Bidders is replaced with the following revised article:
 - 3.5.1 Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile or via e-mail to Planholders who have provided a facsimile number or an e-mail address for receipt of Addenda.
12. Article 4.1 of the Instructions to Bidders is replaced with the following revised article:
 - 4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by University, comments and questions are received from Bidders, and a Project site visit is conducted. University requires all Pre-Bid Conference attendees to:
 1. Arrive for the meeting on time.
 2. Sign an attendance list at the beginning of the Conference.
 3. Sign an attendance list at the conclusion of the site visit.
 - 4.2 Any Bidder not complying with the requirements of Article 4.1 in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BID FORM

FOR: BOELTER HSSEAS - UNDER GRADUATE LAB 6541 RENOVATION

UNIVERSITY OF CALIFORNIA
LOS ANGELES CAMPUS
LOS ANGELES, CALIFORNIA

DECEMBER 2011

BID TO:

Contracts Administration
University of California, Los Angeles
1060 Veteran Avenue, Suite 125
Box 951365
Los Angeles, California 90095-1365
(310) 825-7015

BID FROM:

(Name of Firm Submitting Bid)

(Address)

(City, State, Zip Code)

(Telephone No.)

(Date Bid submitted)

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

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within 133 days after the date of commencement specified in the Notice to Proceed. The Work shall be performed in phases as specified below (refer also to Article 4 of the Agreement):

Phase #	Description
Phase 0	To be completed within 36 days from the date designated in the Notice to Proceed for this phase.
Phase 1	To be completed within 112 days from the date designated in the Notice to Proceed for this phase, which is currently anticipated to be issued 21 days after the start of the work of Phase 0.

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 as specified in the Instructions to Bidders. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED.

4.0 LUMP SUM BASE BID

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(Place figures in appropriate boxes.)

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES - NOT USED.

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 University at any time during the performance of the Work:

\$

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--	--

 times 15 (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 (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

8.0 ALTERNATES

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

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

ALTERNATE NUMBER: 1

Description: Remove all existing VCT floor cover in excess of that included in base-bid. In lieu of providing VCT, provide all sheet vinyl Armstrong Royal 'Mist Gray' 83401, or equal. In lieu of rubber base, provide cove base sheet vinyl all around 4" height with extruded aluminum termination rail/cap piece.

Bid for Alternate No. 1

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box.

Add	\$	<table border="1"><tr><td></td><td></td></tr></table>			,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				.	<table border="1"><tr><td></td><td></td></tr></table>		
Deduct	\$	<table border="1"><tr><td></td><td></td></tr></table>			,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				.	<table border="1"><tr><td></td><td></td></tr></table>		

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

No additional time will be added to the Contract Time of this Alternate is accepted.

ALTERNATE NUMBER: 2

Description: Provide 4' tall "Wall-Talker", or equal, dry-erase wall covering as shown on elevations, full length of south wall. Include 4" x 10' long extruded aluminum pen/eraser tray.

Bid for Alternate No. 2

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box.

Add	\$	<table border="1"><tr><td></td><td></td></tr></table>			,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				.	<table border="1"><tr><td></td><td></td></tr></table>		
Deduct	\$	<table border="1"><tr><td></td><td></td></tr></table>			,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				,	<table border="1"><tr><td></td><td></td><td></td></tr></table>				.	<table border="1"><tr><td></td><td></td></tr></table>		

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

No additional time will be added to the Contract Time of this Alternate is accepted.

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

☐ YES

☐ NO

If "yes", provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of ½ of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Subcontractor	
	Name	Location (City)

(Note: Add additional pages if required.)

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of ½ of 1% of Bidder's Total Bid.

Alternate No.	Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Subcontractor	
		Name	Location (City)

(Note: Add additional pages if required.)

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION: _____
(Corporation, Partnership, Individual, Joint Venture, etc.)

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

THE STATE OF: _____
(State)

NAME OF PRESIDENT
OF THE CORPORATION: _____
(Insert Name)

NAME OF SECRETARY
OF THE CORPORATION: _____
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Names)

CALIFORNIA CONTRACTORS LICENSE(S):

(Classification) (License Number) (Expiration Date)

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

12.0 REQUIRED COMPLETED ATTACHMENTS

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

1. Bid Security in the form of _____
(Bid Bond or Certified Check)

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 a City, otherwise Name of County),

in the 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 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within 60 days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with 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: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Addresses for Notices:

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

BIDDER STATEMENT OF EXPERIENCE

*****THIS COMPLETED FORM MUST BE SUBMITTED IN ADVANCE OF THE BID*****

The Undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this Declaration was executed in _____

County, State of _____, on _____.

Signed: _____

Typed Name and Title

Firm Name and Full Address

Firm's
Telephone Number

Firm's
Fax Number

Firm's
License Number

Name and Title of Firm's Contact Person for Questions

Each prospective bidder must answer all of the following questions and provide all requested information, where applicable. Any prospective bidder failing to do so may be deemed to be not responsive and not responsible with respect to this qualification at the sole discretion of the University of California. In addition, bidder must list accurate names and telephone numbers of applicable contact references. If University is unable, after reasonable efforts, to confirm the past project information submitted by bidder, said project will not be accepted as a qualifying project.

All information submitted for qualification evaluation will be considered official information acquired in confidence and University will maintain its confidentiality to the extent permitted by law. Any prospective bidder found to be not qualified as a result of the bidder's answers to this Bidder Statement of Experience will receive written response from the University explaining the University's decision. If the bidder can refute some of the facts upon which the decision was based, the bidder can request a hearing at the University to appeal the decision. The decision of the University is final and not appealable within the University of California.

Refer to Supplementary Instructions to Bidders for additional information.

PRIOR CONSTRUCTION EXPERIENCE: To be allowed to submit a bid, Bidders must have the minimum experience described below. Submit, on this form only (see next page), proof of the following prior construction experience:

1. Bidder successfully completed (1) project meeting the following criteria:
 - a. Fully completed by Bidder since January 1, 2008 (fully completed shall be defined as bidder having completed all on-site work, including punch list, and submitted all required close-out documentation to project owner); and
 - b. Work included construction of a new or renovation to an existing wet laboratory (a wet laboratory is defined as a laboratory where chemicals, drugs, or other materials or biological matter are tested and analyzed requiring water, direct ventilation, and specialized piped utilities); and
 - c. The cost of said work was at least \$325,000.00.

(Copy Additional Pages as Needed)

Project Name

Project Location (City & State)

Owner's Name & Telephone

Owner's Contact Person's Name & Telephone

Design Professional's
Name & Telephone

Design Professional's
Contact Person's Name & Telephone

Project Start Date

Project Completion Date

1.	Is all on-site work, including punch list work, complete, and has all required close-out documentation been submitted to project owner?	☐ Yes ☐ No
2.	Did work include construction of a new or renovation to an existing wet laboratory?	☐ Yes ☐ No
3.	Enter the cost of the wet laboratory work:	\$ _____

END OF BIDDER STATEMENT OF EXPERIENCE

Order No. {Fill in ORDER#}

AGREEMENT

THIS AGREEMENT is made as of the _____ day of {MONTH}, 2011, by and between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose facility is: University of California, Los Angeles

whose address for notices is: UCLA Contracts Administration
1060 Veteran Avenue
Box 951365
University of California
Los Angeles, California 90095-1365

and Contractor: {Contractor Name}

whose address for notices is: {Contractor Address}

for the Project: BOELTER HSSEAS - UNDER GRADUATE LAB 6541 RENOVATION
University of California
Los Angeles Campus, Los Angeles County
Los Angeles, California 90095
Order Number {ORDER#}

University's Responsible Administrator: Gail F. Cowling
Assistant Vice Chancellor-Facilities Management

University's Representative is: Andreas Frick

whose address for notices is: 731 Young Dr. South 3rd Floor
Los Angeles, CA 90095-1526

Contract Documents for the Work prepared by: Omar Newland
UCLA Facilities Management Facilities
731 Young Dr. South
Los Angeles, CA 90095-1526

University and Contractor hereby agree as follows:

ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, completed Bidder Statement of Experience, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this

Agreement that together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents, University shall pay to Contractor, for the performance of the Work, \$**{UCLA: TYPE IN AMOUNT IN FIGURES}**, the "Contract Sum."

The Contract Sum includes the following Alternate(s) accepted by University:

{To Be Completed at Time of Award, If Applicable}

ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the Work within 133 days (the "Contract Time") thereafter.

Phasing: The Work is divided into phases as described below, as specified in Section 01018, PROJECT PHASING, and as depicted on the drawings. University will issue a separate Notice to Proceed for each phase. Contractor shall only commence the work of each phase on the date designated by University in said Notice to Proceed, and shall fully complete the work of such phase within the number of days specified therein. Work on a phase shall not begin until so authorized.

Phase #	Description
Phase 0	To be completed within 36 days from the date designated in the Notice to Proceed for this phase.
Phase 1	To be completed within 112 days from the date designated in the Notice to Proceed for this phase, which is currently anticipated to be issued 21 days after the start of the work of Phase 0.

Notwithstanding any provision of the Contract to the contrary, the deadlines for completion of each phase shall be included in all Contract Schedules (including preliminary and updated schedules) submitted by Contractor. The deadlines for completion of each phase shall be subject to adjustment under the Contract procedures for adjustment of the Contract Time, including those procedures specified in Articles 4 and 8 of the General Conditions.

By signing this agreement, Contractor represents to University that the amount of time specified for completion of each phase is reasonable for completion of the work for that phase, that the Contract Time is reasonable for completion of the Work, and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

ARTICLE 5 LIQUIDATED DAMAGES

If Contractor fails to complete any phase of the Work within the number of days specified for the completion of said phase, Contractor shall pay to University, as liquidated damages and not as a penalty, the applicable sum specified below for each day after the specified phase completion date that the work of said phase remains incomplete:

Phase 0	\$600.00 per day.
Phase 1	\$1,200.00 per day.

The assessment of liquidated damages shall be cumulative if more than one phase of the Work remains incomplete beyond the dates specified for completion.

After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$250.00 per day. University and Contractor agree that if the Work is not completed within the Contract Time or the times specified for completion of the phases, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

ARTICLE 6 COMPENSABLE DELAY

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

ARTICLE 7 DUE AUTHORIZATION

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

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

CONTRACTOR:

{ }
(Name of Firm)

a _____
(Type of Organization)

By: _____
(Signature)

(Printed Name)

(Title)

California Contractor's License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

(Employer Identification Number)

UNIVERSITY:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

UNIVERSITY OF CALIFORNIA,
LOS ANGELES

By: _____
(Signature)

{ }
(Printed Name)

{ }
(Title)

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

GENERAL CONDITIONS

**UNIVERSITY OF CALIFORNIA
LOS ANGELES CAMPUS
LOS ANGELES, CALIFORNIA**

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- 2.2 Access to Project Site
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ARTICLE 1
GENERAL PROVISION

1.1 BASIC DEFINITIONS

- 1.1.1 **APPLICABLE CODE REQUIREMENTS** - The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, 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.
- 1.1.2 **APPLICATION FOR PAYMENT** - The term "Application for Payment" means the submittal from Contractor wherein payment for certain portions of the completed Work is requested in accordance with Article 9.
- 1.1.3 **BENEFICIAL OCCUPANCY** - The term "Beneficial Occupancy" means University's occupancy or use of any part of the Work in accordance with Article 9.
- 1.1.4 **CERTIFICATE FOR PAYMENT** - The term "Certificate for Payment" means the form signed by University's Representative attesting to Contractor's right to receive payment for certain completed portions of the Work in accordance with Article 9.
- 1.1.5 **CHANGE ORDER** - See Article 7.2 of the General Conditions.
- 1.1.6 **CLAIM** - See Article 4.3 of the General Conditions.
- 1.1.7 **COMPENSABLE DELAY** - The term "Compensable Delay" means a delay that entitles 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.
- 1.1.8 **CONTRACT** - The term "Contract" shall have the meaning identified in Article 2 of the Agreement.
- 1.1.9 **CONTRACT DOCUMENTS** - The term "Contract Documents" means all documents listed in Article 2 of the Agreement, as modified by Change Order, including but not limited to the Drawings and Specifications.
- 1.1.10 **CONTRACT MILESTONE** - The term "Contract Milestone" means any requirement in the Contract Documents that reflects a planned point in time for the start or completion of a portion of the Work measured from i) the date of the Notice to Proceed or ii) the date of another Contract Milestone defined in the Contract Documents, as applicable.
- 1.1.11 **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.
- 1.1.12 **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.
- 1.1.13 **CONTRACT TIME** - The term "Contract Time" means the number of days set forth in the Agreement, as adjusted by Change Order, within which Contractor must achieve Final Completion.
- 1.1.14 **CONTRACTOR** - The term "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.
- 1.1.15 **CONTRACTOR FEE** - See Article 7.3 of the General Conditions.
- 1.1.16 **COST OF EXTRA WORK** - See Article 7.3 of the General Conditions.
- 1.1.17 **DAY** - The term "day," as used in the Contract Documents, shall mean calendar day, unless otherwise specifically provided.
- 1.1.18 **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.
- 1.1.19 **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.
- 1.1.20 **EXCUSABLE DELAY** - The term "Excusable Delay" means a delay that entitles 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.
- 1.1.21 **EXTRA WORK** - The term "Extra Work" means Work beyond or in addition to the Work required by the Contract Documents.
- 1.1.22 **FIELD ORDER** - See Article 7.2 of the General Conditions.
- 1.1.23 **FINAL COMPLETION** - The term "Final Completion" means the date at which the Work has been fully completed in accordance with the requirements of the Contract Documents pursuant to Article 9.8.1 of the General Conditions.
- 1.1.24 **GUARANTEE TO REPAIR PERIOD** - See Article 12.2 of the General Conditions.
- 1.1.25 **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.
- 1.1.26 **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.

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

1.1.28 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES - See Article 3.12 of the General Conditions.

1.1.29 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.

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

1.1.31 SUBSTANTIAL COMPLETION - See Article 9.7 of the General Conditions.

1.1.32 SUPERINTENDENT - The term "Superintendent" means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

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

1.1.34 UNEXCUSABLE DELAY - The term "Unexcusable Delay" means a delay that does not entitle Contractor to an adjustment of the Contract Sum and does not entitle Contractor to an adjustment of the Contract Time.

1.1.35 UNILATERAL CHANGE ORDER - See Article 7.2 of the General Conditions.

1.1.36 UNIVERSITY - The term "University" means The Regents of the University of California.

1.1.37 UNIVERSITY'S BUILDING OFFICIAL - The term "University's Building Official" means the individual University has designated to act in the capacity as the "Building Official" as defined by the California Building Standards Code. 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.

1.1.38 UNIVERSITY'S REPRESENTATIVE - The term "University's Representative" means the person or firm identified as such in the Agreement.

1.1.39 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 Orders, Field Orders, and other applicable Contract Documents on behalf of University,

1.1.40 WORK - The term "Work" means all construction, services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. 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 Contractor are the property of University and are not to be used on other work.

1.3 INTERPRETATION

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

- .1 The Agreement,
- .2 The Supplementary Conditions,
- .3 The General Conditions,
- .4 The Specifications,
- .5 The Drawings.

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

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

1.3.4 Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control Contractor in dividing the 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 nonlimiting language

(such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

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

ARTICLE 2 **UNIVERSITY**

2.1 INFORMATION AND SERVICES PROVIDED BY UNIVERSITY

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

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

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

2.2 ACCESS TO PROJECT SITE

2.2.1 University will provide, no later than the date designated in the Contract Schedule accepted by University's Representative, access to the lands and facilities upon which the Work is to be performed, including such access and other lands and facilities designated in the Contract Documents for use by Contractor.

2.3 UNIVERSITY'S RIGHT TO STOP THE WORK

2.3.1 If Contractor fails to correct Defective Work as required by Article 12.2 or fails to perform the Work in accordance with the Contract Documents, University or University's Representative may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. 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 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 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 University may specify, to correct such failure, University may, without prejudice to other remedies University may have, correct such failure at Contractor's expense. In such case, University will be entitled to deduct from payments then or thereafter due 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 Contractor are not sufficient to cover such amounts, 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 Contractor, replace University's Representative with a new University's Representative. Upon receipt of notice from University informing Contractor of such replacement and identifying the new University's representative, Contractor shall recognize such person or firm as University's Representative for all purposes under the Contract Documents.

ARTICLE 3 **CONTRACTOR**

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.1.1 Contractor and its Subcontractors shall review 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 Contractor or its Subcontractors.

3.1.2 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 Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to University's Representative.

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

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work.

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

3.2.3 Contractor shall not be relieved of its obligation to perform the 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 Contractor.

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

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

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract, Contractor shall provide and pay for all labor, 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 Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4 CONTRACTOR'S WARRANTY

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

3.5 TAXES

3.5.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by 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, Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Contractor shall deliver to University all original licenses, permits, and approvals obtained by Contractor in connection with the Work prior to the final payment or upon termination of the Contract, whichever is earlier.

3.7 APPLICABLE CODE REQUIREMENTS

3.7.1 Contractor shall perform the 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, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the 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.

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

3.7.2 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). Contractor shall promptly notify University's Representative in writing if Contractor becomes aware during the performance of the Work that the Contract Documents are at variance with Applicable Code Requirements.

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

3.8 SUPERINTENDENT

3.8.1 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 Work. Superintendent shall represent Contractor and communications given to and received from Superintendent shall be binding on Contractor.

3.8.2 Failure to maintain a Superintendent 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 Superintendent is on the Project site. If, by virtue of issuance of said stop work order, Contractor fails to complete the Contract on time, Contractor will be assessed Liquidated Damages in accordance with the Agreement.

3.8.3 The Superintendent approved for the Project must be able to read, write and verbally communicate in English.

3.8.4 The Superintendent 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 when Work is in progress.

3.9 SCHEDULES REQUIRED OF CONTRACTOR

3.9.1 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 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 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 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. Schedules showing the Work completed in less than the Contract 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 the requirements of Article 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 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 is without prejudice to any right of University. The Contract Time, not the Contract Schedule, shall control in the determination of liquidated damages payable by Contractor under Article 4 and Article 5 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 is accepted, Contractor shall not be entitled to extensions of the 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 Contract Time.

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

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

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

3.9.7 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.

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

3.9.9 In preparing the Preliminary Contract Schedule, the Contract Schedule, and updated Contract Schedules, 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 University's Representative upon request. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate and integrate such information and data into updated Contract Schedules, as appropriate, and shall monitor the progress of the Work and the delivery of equipment.

3.9.10 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.

3.9.11 Contractor shall cooperate with University's Representative in the development of the Contract Schedule and updated Contract Schedules. University's Representative's acceptance of or its review comments about any schedule or scheduling data shall not relieve 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. Failure of University's Representative to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve 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 Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the 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 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 Contractor and dated attesting to the completeness of the information noted therein. As-built Documents shall be turned over to University's Representative and shall become part of the Record Documents.

3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.11.1 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 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 Work by Contractor or a Subcontractor to illustrate some portion of the Work.
- .2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate or describe materials or equipment for some portion of the Work.
- .3 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the 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 Work for which submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.12.3 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 Work or in the activities of University or of Separate Contractors. Submittals made by Contractor which are not required by the Contract Documents may be returned without action by University's Representative.

3.12.4 Contractor shall perform no portion of the 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 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, 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 Work.

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

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

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

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

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

3.15 ACCESS TO WORK

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

3.16 ROYALTIES AND PATENTS

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

3.17 DIFFERING SITE CONDITIONS

3.17.1 If Contractor encounters any of the following conditions at the site, Contractor shall immediately notify 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 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 Contractor fulfills the following conditions:

- .1 Contractor fully complies with Article 3.17.1; and
- .2 Contractor fully complies with Article 4 (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.

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, Contractor agrees:

- .1 To bear the risk of concealed, unforeseen or unknown conditions or events, if any, which may be encountered in performing the Contract; and
- .2 That 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 or events, Contractor understands that, except and only to the extent provided otherwise in Articles 3.17, 7 and 8, concealed, unforeseen or unknown conditions or events shall not excuse Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle Contractor to an adjustment of the Contract Sum.

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

3.18.3 If, as the result of concealed, unforeseen or unknown conditions or events, University issues a Change Order or Field Order that changes the design from the design depicted in the Contract Documents, Contractor shall be entitled, subject to compliance with all the provisions of the Contract, including those set forth in Articles 4, 7 and 8, 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 Contractor shall, as a condition precedent to any adjustment in Contract Sum or Contract Time under Article 3.18.3, fully comply with Article 4 (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 University shall not be responsible for any Hazardous Material brought to the site by Contractor.

3.19.2 If 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, Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall Contractor perform Work for which it is not qualified. University, in its sole discretion, may require Contractor to retain at Contractor's cost an independent testing laboratory.

3.19.3 If Contractor encounters a Hazardous Material which may cause foreseeable injury or damage, 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 Contractor's compliance with Article 3.19.3, University shall verify the presence or absence of the Hazardous Material reported by Contractor, except as qualified under Section 3.19.1 and 3.19.2, 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 University. The Contract Time and Sum shall be extended appropriately as provided in Articles 7 and 8.

3.19.5 University shall indemnify and hold harmless 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 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 Contractor, its suppliers, its Subcontractors of all tiers and/or any persons or entities working under 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, Contractor shall indemnify and hold harmless 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 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 Contractor to indemnify University in the event of the sole negligence of 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 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 Contractor. University shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by Contractor.

3.21 LIABILITY FOR AND REPAIR OF DAMAGED WORK

3.21.1 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 Contractor shall not be liable for damages and losses to the Project caused by 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 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 Contractor shall promptly repair and replace any Work or materials damaged or destroyed for which Contractor is liable under Article 3.21.1.

3.22 INDEMNIFICATION

3.22.1 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 Contractor to perform its obligations under the Contract.
- .2 The inaccuracy of any representation or warranty by 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 Contractor or any other Subcontractor, or anyone directly or indirectly employed by Contractor or any Subcontractor.
- .4 Any claim of damage or loss resulting from Hazardous Materials introduced, discharged, or disturbed by Contractor as required per Article 3.19.6.

3.22.2 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 Contractor shall fully indemnify, defend and hold harmless University and protect University from and against the same as provided in Article 3.22.1 above. In addition to the liability imposed by law upon Contractor for damage or injury (including death) to persons or property by reason of the negligence of Contractor, its officers, agents, employees or Subcontractors, which liability is not impaired or otherwise affected hereby, Contractor shall defend, indemnify, hold harmless, release and forever discharge 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 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 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. 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 University shall indemnify and hold harmless 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 Contractor or any Subcontractor, a person indirectly employed by Contractor or any Subcontractor, or anyone for whose acts 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 Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

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

ARTICLE 4 **ADMINISTRATION OF THE CONTRACT**

4.1 ADMINISTRATION OF THE CONTRACT BY UNIVERSITY'S REPRESENTATIVE

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

4.1.2 University's Representative will have the right to visit the Project site at such intervals as deemed appropriate by University's Representative. However, no actions taken during such Project site visit by University's Representative shall relieve 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 Work, since these are solely Contractor's responsibility.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, University and Contractor shall communicate through University's Representative. Except when direct communication has been specifically authorized in writing by University Representative, communications by 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 Contractor. Communications by Contractor and Subcontractors with Separate Contractors shall be through University's Representative. 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 Contractor's Applications for Payment, University's Representative will recommend amounts, if any, due 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 Contractor, or any person or entity claiming under or through 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 Contractor; and will issue a final Certificate for Payment upon 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 Contractor. Should 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, 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 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 Contractor shall be responsible for all resultant losses.

4.2 CONTRACTOR CHANGE ORDER REQUESTS

4.2.1 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 Work.

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

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

4.2.3 Change Order Request:

- .1 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date 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 Contractor requests in writing to University's Representative, within the 7-day time period, additional time to permit 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 University's Representative.
- .2 A 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 Contractor requests an adjustment to the Contract Sum or other monetary relief, 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; OR
 - .2 a partial Cost Proposal and a declaration of what required information is not then known to Contractor. If Contractor failed to submit a completed Cost Proposal with the Change Order Request, Contractor shall submit a completed Cost Proposal meeting the requirements of Article 7 within 7 days of the date Contractor submitted the Change Order Request unless additional time is allowed by University's Representative.
- .3 Upon request of University's Representative, 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 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 University's Representative, who may require such actual cost records to be submitted and reviewed, on a daily basis, by University's Representative and/or representatives of University's Representative.
 - .2 If Contractor seeks an adjustment of the Contract Time, written documentation demonstrating Contractor's entitlement to a time extension under Article 8.4, which shall be submitted within 15 days of the date requested. If requested, Contractor may submit a fragnet in support of its request for a time extension. 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, Contractor shall submit a more detailed schedule analysis in support of its request for a time extension.
 - .3 If Contractor seeks an adjustment of the Contract Sum or other monetary relief for delay, written documentation demonstrating Contractor's entitlement to such an adjustment under Article 7.3.9, which shall be submitted within 15 days of the date requested.
 - .4 Any other information requested by University's Representative for the purpose of evaluating the Change Order Request, which shall be submitted by the deadline established by 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, University's Representative will promptly review and accept or reject it within 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, Contractor may contest the decision by filing a timely Claim under the procedures specified in Article 4.3.

4.2.5 Contractor may file a written demand for a final decision by University's Representative on all or part of any Change Order Request as to which University's Representative has not previously issued a final decision pursuant to Article 4.2.4; 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. 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 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 Contractor arising out of or related to the Contract Documents or the performance of the 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 in Article 4.7.4.
- .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 Contractor's Change Order Request pursuant to Article 4.2.4.

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.
- .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 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
- .6 If a Cost Proposal or declaration was required by Article 4.2.3, 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. 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 University's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make, model, hours of use, dates of use and equipment rental rates of any rented equipment.
 - .2 If the Claim involves an extension of the Contract Time, written documentation demonstrating Contractor's entitlement to a time extension under Article 8.4, 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 Contractor's entitlement to such an adjustment under Article 7.3.9, including but not limited to, a detailed time impact analysis of the Contract Schedule. The Contract Schedule must demonstrate Contractor's entitlement to such an adjustment under Article 7.3.9.

4.4 ASSERTION OF CLAIMS

4.4.1 Claims by 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, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents.

4.4.3 Contractor shall submit a Claim in writing, together with all supporting data specified in Article 4.3.3, 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 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 University's Representative where the Claim includes compensation sought by a Subcontractor and 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 are conditions precedent to Contractor's right to arbitrate or litigate a Claim. 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 Contractor to strictly comply with the requirements of Articles 4.2, 4.3 and 4.4 constitutes a failure by Contractor to exhaust its administrative remedies with 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 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. 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 with 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 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 for University Representative to render a decision.

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

4.5.4 If the Disputing Party gives timely notice of its election to arbitrate 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. 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 AAA shall result in 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 American Arbitration Association ("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 shall include a copy of the Claim presented to University's Representative pursuant to Article 4.4 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 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 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 initiated and 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 and taking of depositions. 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 Contractor and University.
- .3 Contractor's sureties shall be bound by any arbitration award and may join in any arbitration proceeding.
- .4 Except as provided in Articles 4.7.2.2. and 4.7.2.3 above, no Subcontractor or other person shall have a right or obligation to join in or be a party to any arbitration proceeding provided for in this Article 4 either directly, by joinder, by consolidation or actions, by counterclaim or crossclaim, or otherwise without the express written consent of University, 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 the date of Final Completion unless University and 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.
- .10 Except as provided herein, the arbitration shall be conducted and enforced under California law, including the California Arbitration Act (California Code of Civil Procedure section 1280 and following). The Federal Arbitration Act shall not apply to the arbitration.

4.7.3 Unless University and 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 Contractor in the arbitration. University's failure to assert any such counterclaim in an arbitration shall be without prejudice to 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 University or University's Representative from enforcing such requirements in connection with any other Claims.

4.8.2 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 WORK

5.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor's Bid.

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 reason.

5.1.3 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle Contractor, without the approval of University, to substitute other subcontractors for those named in Contractor's List of Subcontractors and List of Changes in Subcontractors Due to Alternates contained in the completed Bid Form; 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 Work resulting from the replacement or substitution of a Subcontractor, as required by University or University's Representative pursuant to Article 5.1.1 shall be borne solely by Contractor and 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 Work performed for 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 Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor all the obligations and responsibilities which Contractor assumes towards University by the Contract Documents, and to perform such portion of the 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 Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. 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 Contractor or University, except for such rights Subcontractor may have to the proceeds of such insurance held by University under Article 11.
- .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, 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, 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.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Contractor hereby assigns to University all its interest in first-tier subcontracts now or hereafter entered into by 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 Contractor's rights under the Contract Documents. Such assignment is part of the consideration to University for entering into the Contract with 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. 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 Contractor. Contractor shall participate with University and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. Contractor shall make necessary revisions to the Contract Schedule after such joint review.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Contractor shall afford University and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. 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 Work is dependent upon the proper execution or results of other construction or operations by University or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of the Work. Contractor shall promptly report to University's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by University's Representative, Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of 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 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 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 Contractor may request a Change Order under the procedures specified in Article 4.2.

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

7.1.4 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 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 A modification to any other Contract term or condition.

7.2.2 A Unilateral Change Order may be issued by University, without Contractor' 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 Contractor with regard to such change in the Work.

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

7.3 CHANGE ORDER PROCEDURES

7.3.1 Contractor shall provide a Change Order Request and Cost Proposal pursuant to Article 4.2 and this Article 7.3 of the General Conditions. 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. Contractor's obligation to provide Cost Proposals shall be subject to the following:

- .1 The obligation of Contractor to provide Cost Proposals is not Extra Work, and shall not entitle Contractor to an adjustment of the Contract Sum or Contract Time.
- .2 The failure of 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. Contractor shall be responsible for any delay in implementing a change for which 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 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 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 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 Contractor shall make provisions so that they may be obtained.
- .6 Sales taxes on the costs 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>. Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.
- .8 Additional costs of royalties and permits due to the performance of the Extra Work.
- .9 The cost for Insurance and Bonds shall not exceed 2% of items .1 through .8 above.

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

7.3.4 The term "Contractor Fee" shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to 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. The Contractor Fee shall not be compounded.

The 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 prime 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 prime contractor. Total combined 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 prime contractor. Total combined 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 one or more 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 7.3.1.
- .3 Where Contractor and University cannot agree upon a lump sum, by Cost of Extra Work plus Contractor Fee applicable to such Extra Work.

7.3.6 As a condition to Contractor's right to an adjustment of the Contract Sum pursuant to Article 7.3.5.3, 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 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, supported by a Cost Proposal pursuant to Article 7.3.1.

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

7.3.9 The Contract Sum will be adjusted for a delay if, and only if, 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.
- .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 University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of Contractor; or
 - .3 University's decision to suspend the Work, where such decision is not the result of any default or misconduct of Contractor; or
 - .4 The failure of University (including University acting through its consultants, Design Professionals, Separate Contractors or University's Representative) to perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of Contractor.
 - .5 A materially differing site condition pursuant to Article 3.17.
- .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 the Contract Sum will be adjusted by the daily rate included in the Agreement and specifically identified as the rate to be paid to Contractor for Compensable Delays. Pursuant to Article 9.7.4, said daily rate shall not apply to delays occurring after Substantial Completion.

7.3.11 Except as provided in Articles 7 and 8, 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 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.

7.4 FIELD ORDERS

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

- .1 A Field Order may state that it does or does not constitute a change in the Work.
- .2 If the Field Order states that it does not constitute a change in the Work and 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, Contractor must follow all procedures set forth in Article 4, starting with the requirement of submitting a timely Change Order Request within 7 days of 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 Contractor shall be entitled to an adjustment of the Contract Sum and Contract Time, calculated under and subject to Contractor's compliance with the procedures for verifying and substantiating costs and delays in Articles 7 and 8.
- .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 Contractor shall not exceed University's estimate of adjustment to Contract Sum or Contract Time without prior written notification to University's Representative.
 - .2 If Contractor asserts that the change in the Work encompassed by the Field Order may entitle Contractor to an adjustment of Contract Sum or Contract Time in excess of University's estimate, in order not to be bound by University's estimate Contractor must follow all procedures set forth in Article 4, starting with the requirement of submitting a timely Change Order Request within 7 days of 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 University's estimate, arising from performance of the Work described in the Field Order.

7.4.2 Upon receipt of a Field Order, Contractor shall promptly proceed to perform the Work as ordered in the Field Order notwithstanding any disagreement by 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 University or University's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum.

7.6.2 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 Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible, to act.

8.2 PROGRESS AND COMPLETION

8.2.1 By signing the Agreement:

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

8.2.2 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 to be furnished by Contractor. The dates of commencement and Final Completion of the Work shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve full completion of the Work within the Contract Time. If University's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full completion of the Work within the Contract Time, 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, Contractor shall immediately notify University's Representative of all measures to be taken to ensure full completion of the Work within the Contract Time. 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, by signing the Agreement, Contractor agrees:

- .1 to bear the risk of delays to the Work; and
- .2 that 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, 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 Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle 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, the Contract Time will be extended for each day of delay for which 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 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 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 Contractor has not yet been delayed when Contractor discovers or reasonably should discover the critical path impact of the act, error, omission or unforeseen condition giving rise to the delay) Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2.

- .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; or
 - .2 The financial inability, misconduct or default of Contractor, a Subcontractor or supplier; or
 - .3 The unavailability of materials or parts.
- .4 Condition Number Four: The delay is caused by:
 - .1 Fire; or
 - .2 Strikes, boycotts, or like obstructive actions by labor organizations; or
 - .3 Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
 - .4 A materially differing site condition pursuant to Article 3.17; or
 - .5 An error or omission in the Contract; or
 - .6 University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of Contractor; or
 - .7 University's decision to suspend the Work, where such decision is not the result of any default or misconduct of Contractor; or
 - .8 The failure of University (including University acting through its consultants, Design Professionals, Separate Contractors or University's Representative) to perform any Contract obligation unless such failure is due to 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 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 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 Article 8.4.2, such concurrent critical delays shall be treated as a single delay for each such day.
- .2 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 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. 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 Contractor, its Suppliers and Subcontractors of all tiers and all persons and entities working under or claiming through Contractor in connection with the Project.

8.5.2 By signing the Agreement, the parties agree that 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 University's decision to change the scope of the Work subsequent to execution of the Contract.
 - .3 Changes due to unforeseen conditions.
- .2 To suspend the Work or any part thereof.
- .3 To delay the Work, including without limitation, delays resulting from the failure of University or 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, in connection with any or all past delays shall not constitute a waiver of, and shall not preclude University or University's Representative from enforcing, such requirements in connection with any present or future delays.

8.6.2 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 Selection as the apparent lowest responsible Bidder, and with the Agreement, 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 University's Representative, shall become the basis for determining the cost of Work performed for Contractor's Applications for Payment.

9.2 PROGRESS PAYMENT

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

- .1 Cost of the Work in permanent place as of the date of Contractor's Application for Payment.
- .2 Plus cost of materials not yet incorporated in the Work, subject to Article 9.3.5.
- .3 Less amounts previously paid.

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

9.2.2 After Substantial Completion and subject to Article 9.4.3, 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, Contractor shall submit to University's Representative an itemized Application for Payment, for the cost of the Work in permanent place, as approved by University's Representative, which has been completed in accordance with the Contract Documents, less amounts previously paid.

The Application for Payment shall be prepared as follows:

- .1 Use the form contained in the Exhibits.
- .2 Itemize in accordance with the Cost Breakdown.
- .3 Include such data substantiating 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, 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 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 releases upon progress payment or final payment 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 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 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, 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 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 Contractor from sole responsibility for the care and protection of such materials; nor relieve Contractor from risk of loss to such materials from any cause whatsoever; nor relieve 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 Contractor has submitted an Application for Payment in accordance with Article 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 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, University will inform Contractor as soon as practicable, but not later than 5 working days after receipt. Thereafter, 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 Contractor or University arising from the acts or omissions of Contractor or Subcontractors.
- .3 Stop notices.
- .4 Failure of Contractor to make timely payments due Subcontractors for material or labor.
- .5 A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- .6 Damage to University or Separate Contractor for which 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 Contractor to maintain and update as-built documents.
- .9 Failure of 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 Work by Contractor without properly processed Shop Drawings.
- .12 Liquidated damages assessed in accordance with Article 5 of the Agreement.
- .13 Failure to provide updated Reports of Subcontractor Information and Self-Certifications, as applicable.
- .14 Failure to provide a Final Distribution of Contract Dollars with final Application for Payment.
- .15 Any other failure of Contractor to perform its obligations under the Contract Documents.

9.4.4 Subject to the withholding provisions of Article 9.4.3, University will pay 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 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 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. 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, and at the request and expense of Contractor, University will deposit retention directly with Escrow Agent. 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 Contractor. 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 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. 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 Work at any time prior to Substantial Completion or Final Completion upon 10 days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

- .1 University's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion. Prior to Beneficial Occupancy, University will issue a Certificate of Beneficial Occupancy on University's form.
- .2 Beneficial Occupancy by University shall not be construed by Contractor as an acceptance by University of that portion of the Work which is to be occupied.
- .3 Beneficial Occupancy by University shall not constitute a waiver of existing claims of University or Contractor against each other.
- .4 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 Contractor while the equipment is so operated. 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, 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 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 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 Contractor's remaining Work.
- .10 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 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 Work, as determined by University's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair University's ability to occupy and fully utilize the Work for its intended purpose and a Certificate of Occupancy has been issued by University's Building Official.

9.7.2 When Contractor gives notice to University's Representative that the Work is substantially complete, unless University's Representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, University's Representative will inspect the Work. If University's Representative determines that the Work is not substantially completed, University's Representative will prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. 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 Contractor to complete all Work in accordance with the Contract Documents. Upon notification that the items on the list are completed or corrected, as applicable, University's Representative will make an inspection to determine whether the Work is substantially complete. Costs for additional inspection by University's Representative shall be deducted from any monies due and payable to Contractor.

9.7.3 When University's Representative determines that the 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 University's Building Official, University's Representative will prepare a Certificate of Substantial Completion on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and Contractor for security, maintenance, utilities, insurance, and damage to the Work. University's Representative will prepare and furnish to 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 Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the 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 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 Contractor for Compensable Delays shall not apply to any delays occurring after the Work is substantially completed.

9.8 FINAL COMPLETION, FINAL PAYMENT, AND RELEASE OF RETENTION

9.8.1 Upon receipt of notice from 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 10 days after Final Completion. After receipt of the final Application for Payment, if University's Representative determines that Final Completion has occurred, University's Representative will issue the final Certificate for Payment.

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

- .1 Contractor submits the final Application for Payment and all submittals required in accordance with Article 9.3;
- .2 Contractor submits all guarantees and warranties procured by 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 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 Contractor submit a final Application for Payment before making final payment and/or release of retention to 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 Contractor 35 days after the filing of the Notice of Completion.

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

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 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 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 Contractor or Subcontractors.
- .3 Other property at the Project site and adjoining property.

10.2.2 Contractor shall erect and maintain, as required by existing conditions and performance of the 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 Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 Contractor shall designate a responsible member of 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 Contractor in writing to University and University's Representative.

10.2.5 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, Contractor shall act to prevent or minimize damage, injury, or loss. Contractor shall promptly notify University's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and Contractor's action.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE

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

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

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

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

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

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

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

- .1 University, University's officers, agents, employees, consultants, University's Representative, and University's Representative's consultants, regardless of whether or not identified in the Contract Documents or to Contractor in writing, will be included as additional insureds for and relating to the Work to be performed by Contractor and Subcontractors. This requirement shall apply to claims, costs, injuries, or damages, but only in proportion to and to the extent such claims, costs, injuries, or damages are caused by or result from the negligent acts or omissions of Contractor and Subcontractors. This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance.
- .2 A Severability of Interest Clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability."
- .3 A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements."
- .4 University, University's consultants, University's Representative, and University's Representative's consultants will not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- .5 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by University, University's consultants, University's Representative, and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.6.1.

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

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

11.1.9 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 Contractors State License Board.

11.1.10 If 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 4 on the Certificate of Insurance Exhibit by including an endorsement to its Certificate of Insurance form covering Special Provisions 1 through 4 exactly as these provisions appear on the Certificate of Insurance Exhibit.

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

11.2 BUILDER'S RISK PROPERTY INSURANCE

11.2.1 If and only if the Contract Sum exceeds \$200,000 at the time of award, 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 University's standard builder's risk property insurance policy is available at University's Facility office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Contract. Contractor agrees that University's provision of its standard builder's risk property insurance policy meets University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill 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 Contractor as their respective interests, from time to time, may appear. 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 Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve 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 Contractor.
- .2 Include a waiver of subrogation against Contractor, its Subcontractors, agents, and employees.

11.2.3 Builder's risk insurance coverage under this Article 11.2 will expire as described in the builder's risk property insurance policy.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 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 Exhibits 3 and 2.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Contract Sum.

11.3.3 The Payment Bond and Performance Bond shall be in effect on the date the Contract is signed by University.

11.3.4 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 Work. Contractor shall furnish supplemental Payment and Performance Bonds each in the amount of the current Contract Sum at the request of University.

11.3.5 Surety companies used by 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 Contractor.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to University's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by University's Representative, be uncovered for University's Representative's observation and be replaced at 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 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, 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 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, from the first date of such Beneficial Occupancy or actual use, as established in a Certificate of Beneficial Occupancy.
- .3 For all Work other than .1 or .2 above, from the date of Final Completion.

12.2.2 Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (2) replace, repair, or restore to University's satisfaction any other parts of the 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. 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 Contractor shall diligently and continuously prosecute such correction to completion. 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. Contractor shall perform corrective 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, Contractor shall pay to University all reasonable costs of correcting such Defective Work. Contractor shall replace, repair, or restore to University's satisfaction any other parts of the 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 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 Contractor nor accepted by University.

12.2.5 If 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; and, in addition, University may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Articles 12.2.4 and 12.2.5 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. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which 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 Contractor is liable to University, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to University.

12.2.7 Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Article 3.4 or any other obligation of Contractor under the Contract Documents. Enforcement of 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 Contractor under the Contract Documents. Establishment of the Guarantee to Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 TERMINATION BY CONTRACTOR

13.1.1 Subject to Article 13.1.2, 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 Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of 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 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 Contractor stating the nature of such default(s).
- .3 Repeated suspensions by University, other than such suspensions as are agreed to by Contractor under Article 13.3, 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, Contractor may, upon 10 days additional notice to University and University's Representative, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

13.1.3 Upon termination by Contractor, University will pay to Contractor the sum determined by Article 13.4.4. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to Article 13.1; and 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 Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- .2 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 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, as a result of 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 Contractor abandons the Work.

13.2.2 Upon the occurrence of any of the following events, University will have the right to terminate the Contract for cause if 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 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 Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from University.
- .3 Contractor disregards Applicable Code Requirements.
- .4 Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
- .5 Contractor is in default of any other material obligation under the Contract Documents.
- .6 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, University may, at its election and by notice to 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 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, Contractor shall remove any part or all

of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, University may remove or store, and after 90 days sell, any of the same at Contractor's expense.

13.2.4 If the Contract is terminated by University as provided in this Article 13.2, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all 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 Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, 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 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 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, 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 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, 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 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. Contractor agrees that submission of its claim within said 21 days is an express condition precedent to its right to Arbitrate or Litigate such a claim.

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

13.4 TERMINATION BY UNIVERSITY FOR CONVENIENCE

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

13.4.2 Upon receipt of notice of termination under this Article 13.4, 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 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 Work as may be necessary to preserve and protect 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 Contractor's obligations under Article 13.4.2, as to bona fide obligations assumed by Contractor prior to the date of termination.

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

- .1 The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to 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 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 Contractor is entitled in the event of termination of the Contract by University pursuant to Article 13.4; and Contractor will be entitled to no other compensation or damages and expressly waives same.

ARTICLE 14
STATUTORY AND OTHER REQUIREMENTS

14.1 PATIENT HEALTH INFORMATION

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

14.2 NONDISCRIMINATION

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

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

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

- .1 Contractor shall provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Contractor will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.
- .2 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 Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of 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 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 Contractor that, unless it demonstrates to the satisfaction of University within a stated period that the violation has been corrected, Contractor's bids on future projects will not be considered.
 - .4 Contractor agrees that, should University determine that Contractor has not complied with this Article 14.2, 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 for violation of prevailing wage rates. Such penalty amounts may be recovered from Contractor; and University may deduct any such penalty amounts from the Contract Sum.
 - .5 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.

- .6 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 Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
 - .2 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 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, nonminority women, and minority men shall be available and given an equal opportunity for employment.
 - .4 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.
- .7 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 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. Compliance with these sections is required by this Contract.

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. 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. Contractor shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Contractor in the execution of the Work. Contractor shall cause all subcontracts to include the provision that all Subcontractors shall pay not less than the prevailing rates to all workers employed by such Subcontractors in the execution of the Work. Contractor shall forfeit to University, as a penalty, not more than \$50 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Work done by Contractor or any Subcontractor. The amount of this penalty shall be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the Contract Sum or sought directly from the surety under its Performance Bond if there are insufficient funds remaining in the Contract Sum. Contractor shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Work, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment shall be made pursuant to section 17420 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 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 Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- .1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
- .3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of 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 Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

14.4.3 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. Contractor shall inform University of the location of such payroll records for the Project, including the street address, city, and county; and 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, Contractor shall have 10 days in which to comply following receipt of notice specifying in what respects Contractor must comply. Should noncompliance still be evident after the 10 day period, Contractor shall forfeit to University, as a penalty, \$25 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 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 Work in the craft or trade to which the apprentice is indentured.

14.5.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, 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 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 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. 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 journeypersons 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 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, Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeymen or apprentices on the Work in the same amount or upon the same basis and in the same manner done by the other contractors. Contractor may include the amount of such contributions in computing its bid for the Contract; but if Contractor fails to do so, it shall not be entitled to any additional compensation therefor from University.

14.5.7 In the event 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 Contractor or Subcontractors of journeyman trainees who may receive on-the-job training to enable them to achieve journeyman status in any craft or trade under standards other than those set forth for apprentices.

14.6 WORK DAY

14.6.1 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. Contractor shall forfeit to University, as a penalty, \$25 for each worker employed in the execution of this Contract by 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. 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 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 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 Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

15.5 COMPLETE AGREEMENT

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

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 Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records and other items during the performance of the Contract and for a period of at least 3 years after Final Completion.

15.8 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 copy 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 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.

15.9 TIME OF THE ESSENCE

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

15.9 MUTUAL DUTY TO MITIGATE

15.9.1 University and 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.

END OF GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS

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

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

January	- 6 days	July	- 1 day
February.....	- 6 days	August	- 0 days
March.....	- 6 days	September	- 1 day
April.....	- 3 days	October.....	- 2 days
May	- 1 day	November	- 3 days
June.....	- 1 day	December	- 5 days

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

Contractor shall furnish and maintain insurance in the amounts below.

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

11.1.2.1 Commercial Form General Liability Insurance – Limits of Liability	Minimum Requirements
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage.....	\$1,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000

11.1.2.2 Business Automobile Liability Insurance - Limits of Liability	
Each Accident - Combined Single Limit for Bodily Injury and Property Damage.....	\$1,000,000

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

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

Article 11.2.3 of the General Conditions is replaced in its entirety with the following:

11.2.3	Builder's risk insurance coverage under this Article 11.2 will end on the earliest of any of the following:
.1	sixty (60) days after the date a Certificate of Occupancy for the entire Project is issued by University; or
.2	sixty (60) days after the date a Certificate of Occupancy for a part of the Project issued by University, but coverage will end only for the part of the Project covered by such Certificate of Occupancy; or
.3	the date of Final Completion established by University in any Notice of Completion issued by University.

3. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 14 – STATUTORY AND OTHER REQUIREMENTS

The following new Subparagraph 14.4.4 is added to Article 14.4:14.4.4 Contractor and every Subcontractor required to submit certified payrolls shall use the web-based electronic certified payroll reporting (eCPR) system MyLCM provided by University and located at <https://app.mylcm.com>. The software is a web-based electronic certified payroll reporting (eCPR) system accessed by a web browser. Contractor and each Subcontractor will be furnished a log-on identification and password to access University's reporting system. Use of the system may entail additional data entry of weekly payroll information including, without limitation: employee identification, labor classification, total hours worked and hours worked on the project, wage and benefit rates paid, etc. The required software shall be used regardless of the ability to interface with Contractor's or Subcontractor's payroll and accounting software or system. On-line training in the use of the system is available via the Internet. University may elect to schedule training classes in the use of the MyLCM software and Contractor shall have all necessary personnel attend and shall require attendance by all Subcontractors.

END OF SUPPLEMENTARY CONDITIONS

INDEX TO EXHIBITS

Exhibit 1	Certificate of Insurance
Exhibit 2	Payment Bond
Exhibit 3	Performance Bond
Exhibit 4	Application for Payment
Exhibit 5A	Selection of Retention Options
Exhibit 5B	Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention
Exhibit 6	Submittal Schedule
Exhibit 7	Cost Proposal
Exhibit 8	Field Order
Exhibit 9	Change Order
Exhibit 10A	Conditional Waiver and Release Upon Progress Payment
Exhibit 10B	Conditional Waiver and Release Upon Final Payment
Exhibit 11A	Unconditional Waiver and Release Upon Progress Payment
Exhibit 11B	Unconditional Waiver and Release Upon Final Payment
Exhibit 12	Summary of Builder's Risk Insurance Policy
Exhibit 13	Self-Certification
Exhibit 14	Report of Subcontractor Information
Exhibit 15	Contractor's Daily Report
Exhibit 16	Final Distribution of Contract Dollars
Exhibit 17	Certificate of Substantial Completion
Exhibit 18	General Contractor Claim Certification
Exhibit 19	Subcontractor Claim Certification



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ YES ☒ NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				☐ WC STATUTORY LIMITS ☐ OTHER
	PROFESSIONAL LIABILITY ☐ OCCUR ☐ CLAIMS-MADE					

Special Provisions:

- The Regents of the University of California, its officers, agents, employees, consultants, representatives and representative's consultants are included as additional insureds, but only in connection with (does not apply to Professional Liability or Workers' Compensation) and only in proportion to and to the extent of any negligent acts or omissions of the non-University party or any person under the direct supervision and control of the non-University party.
- Should any component of the above described policies be modified or canceled before the expiration date thereof, the issuing company will provide advance written notice, in accordance with policy provisions, to the certificate holder named below.
- Professional Liability coverage must include Contractual Liability Coverage and Defense and Indemnification of The Regents of the University of California for a breach of professional duty in the rendering or failure to render professional services to others by the non-University party or for which the non-University party is legally liable as a result of the performance of others.
- The General Liability coverage shall contain a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: The Regents of the University of California

Forward to: {Office, Room Number or Mail Stop} University of California, {Facility} {Street Address} {City, State, Zip}	The undersigned certifies that he/she is authorized to sign this certificate and that the Special Provisions described herein have been made a part of the policy(ies) shown above. AUTHORIZED REPRESENTATIVE
--	--

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Project No. _____{#}
Bond No. _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to {_____} as Principal a contract dated the _____ day of {_____}, 20{____}, (the "Contract") for the work described as follows:

{Project Name}
Order Number {_____}
Project Number {#}

AND WHEREAS, the Principal is required to furnish a bond in connection with the Contract, to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and {_____} as Surety, are held and firmly bound unto The Regents in the sum of {_____} Dollars (\$ {_____}), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in State of California Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the other.

In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of {_____, {_____}.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address for Notices:

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

Project No. _____ {#}
Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to {_____} as Principal a contract dated the _____ day of {_____, {_____, (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

{Project Name}
Order Number {_____
Project Number {#}

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and {_____} as Surety, are held and firmly bound unto The Regents in the sum of {_____} Dollars (\$_____), to be paid to The Regents or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by The Regents, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless The Regents as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by The Regents to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly:

1. Undertake through its agents or independent contractors, reasonably acceptable to The Regents, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, or, at Surety's election, or, if required by The Regents,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by The Regents of the lowest responsible bidder, arrange for a contract between such bidder and The Regents and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this

paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by The Regents to the Principal under the Contract and any amendments thereto, less the amount paid by The Regents to Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than The Regents or its successors or assigns.

Surety may join in any arbitration proceedings brought under the Contract and shall be bound by any arbitration award.

In the event suit is brought upon this bond by The Regents, Surety shall pay reasonable attorney's fees and costs incurred by The Regents in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of {_____, {_____}.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address for Notices:

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

APPLICATION FOR PAYMENT

Number: _____

Period to: _____

TO UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES
AND UNIVERSITY'S REPRESENTATIVE: _____

FROM CONTRACTOR: _____

Address: _____

Project Name: _____

Project #: _____ Order #: _____

Contract Date: _____ Application Date: _____

CHANGE ORDER SUMMARY:**Additions****Deductions**

Change Orders approved in previous months: Total: \$ _____ \$ _____

Change Orders approved this month:

Number: _____ Date Approved: _____

_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
Total:		\$ _____	\$ _____

NET CHANGE BY CHANGE ORDERS: \$ _____

Application is made for payment under the Contract as shown below and in Schedule 1 attached hereto:

1. ORIGINAL CONTRACT SUM\$ _____
2. NET CHANGE BY CHANGE ORDERS\$ _____
3. CONTRACT SUM TO DATE (Line 1 ± Line 2)\$ _____
4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1)\$ _____
5. RETENTION: 5% of Completed Work (Column H on Schedule 1)\$ _____
 - a. Current Value of Securities Deposited in Escrow\$ _____
 - b. Current Value of Retention Deposited in Escrow\$ _____
 - c. Retention Held by University\$ _____
 - Current Retention Value (a + b + c)\$ _____
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5)\$ _____
7. TOTAL AMOUNT PREVIOUSLY PAID\$ _____
8. CURRENT PAYMENT DUE (Line 6 less Line 7)\$ _____
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)\$ _____

The undersigned Contractor hereby represents and warrants to University that all Work, for which Certificates for Payment have previously been issued and payment received from University, is free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, any Subcontractor, and any other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the Work.

The following Schedules are attached and incorporated herein, and made a part of this Application for Payment:

- Schedule 1 Cost Breakdown Schedule
- Schedule 2 Certification of Current Market Value of Securities in Escrow in Lieu of Retention
- Schedule 3 List of Subcontractors
- Schedule 4 Declaration of Releases of Claims

(Contractor)

By: _____
(Name)

(Title)

DECLARATION

I, _____, hereby declare that I am the _____ of Contractor submitting this Application for Payment; that I am duly authorized to execute and deliver this Application for Payment on behalf of Contractor; and that all information set forth in this Application for Payment and all Schedules attached hereto are true, accurate, and complete as of its date.

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

_____, _____, State of _____
on _____, 20____.

(Signature)

(Print Name)

Project Name:

Project #:

Order #:

Contract Date:

Application #:

Period To:

Contractor:

Application Date:

SCHEDULE 1
TO
APPLICATION FOR PAYMENT
COST BREAKDOWN

A	B	C	D	E	F	G	H
ITEM NO.	DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM	SCHEDULE D VALUE	% COMPLETE TO DATE	TOTAL AMOUNT COMPLETED TO DATE (C x D)	TOTAL AMOUNT COMPLETED ON PRIOR APPLICATION FOR PAYMENT	AMOUNT OF THIS APPLICATION (E - F)	RETENTION

PROJECT NAME:

PROJECT #:

APPLICATION #:

CONTRACTOR:

**SCHEDULE 2
TO
APPLICATION FOR PAYMENT**

**CERTIFICATION OF CURRENT MARKET VALUE
OF SECURITIES IN ESCROW IN LIEU OF RETENTION**

As of _____, 20____ (not earlier than 5 days prior to the date of the Application for Payment of which this certification is a part), the aggregate market value of securities on deposit in Escrow Account

Number _____ with _____

(Escrow Agent)

is _____ Dollars (\$_____).

(Escrow Agent)

(Contractor)

By: _____

(Name)

By: _____

(Name)

(Title)

(Title)

Date: _____

Date: _____

NOTE: Notary acknowledgment for Contractor and Escrow Agent must be attached.

PROJECT NAME: _____

PROJECT #: _____ APPLICATION #: _____

CONTRACTOR: _____

**SCHEDULE 3
TO
APPLICATION FOR PAYMENT**

LIST OF SUBCONTRACTORS

Subcontractors listed below are all Subcontractors furnishing labor, services, or materials for the period referred to in the Application for Payment referenced above, of which this Schedule 3 is a part:

Name of Subcontractor	Subcontracted Work Activity	Date Work Activity Completed

(Contractor)

By: _____
(Name)

(Title)

(Date)

PROJECT NAME: _____

PROJECT #: _____ APPLICATION #: _____

CONTRACTOR: _____

**SCHEDULE 4
TO
APPLICATION FOR PAYMENT**

DECLARATION OF RELEASE OF CLAIMS

Contractor hereby certifies that attached hereto are releases and waivers of claims and stop notices from all Subcontractors furnishing labor, services, or materials covered by the Certificate for Payment dated

_____, 20____, except those listed below:

(Contractor)

By: _____
(Name)

(Title)

Date: _____

SELECTION OF RETENTION OPTIONS

SELECTION OPTION 1
University will withhold retention

☐ Check here for Option 1

OR SELECT OPTION 2

☐ Check here for Option 2

herewith elect to substitute securities in the form of:

(Type of Security)

in lieu of retention being withheld by University for
the above-referenced project.

OR SELECT OPTION 3

☐ Check here for Option 3

herewith elect to have retention on the above-
referenced project paid directly to the Escrow
Account.

(Type of Security to be Purchased)

An Escrow Account will be opened with*:

(Name of state or federally chartered bank in California)

whose address is:

(Street)

(City, County)

(State, Zip Code)

On Behalf of Contractor**

(Signature shall be by the authorized party who will sign the
Escrow Agreement.)

On Behalf of University

Acknowledged and Approved

By: _____
(Name)

By: _____
(Name)

(Title)

(Title)

* Note: Contractor and its surety bear the risk of failure of the bank selected.

** Signature shall be by the authorized party who signs the Escrow Agreement for Deposit of Securities in
Lieu of Retention and Deposit of Retention ("Escrow Agreement").

**Note: If a completed and signed Escrow Agreement is not submitted with this form, University will
not allow deposit of securities in lieu of retention.**

RETURN THIS AGREEMENT SIGNED BY CONTRACTOR AND ESCROW AGENT TO:
UNIVERSITY OF CALIFORNIA, LOS ANGELES
CONTRACTS ADMINISTRATION
1060 VETERAN AVENUE, SUITE 125
BOX 951365
LOS ANGELES, CALIFORNIA 90095-1365

Escrow Account No.: _____

**ESCROW AGREEMENT FOR
DEPOSIT OF SECURITIES IN LIEU OF RETENTION
AND
DEPOSIT OF RETENTION**

This Escrow Agreement is made as of _____, 20____, and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, whose address is University of California, Office of the President, 1111 Franklin St., 6th Floor, Oakland, California 94607, hereinafter called "University," and _____,

whose address is _____,

hereinafter called "Contractor," and _____,

a state or federally chartered bank in the state of California, whose address is _____,

hereinafter called "Escrow Agent."

For consideration hereinafter set forth, University, Contractor, and Escrow Agent agree as follows:

(1) Contractor has the option to deposit securities with Escrow Agent as a substitute for retention required to be withheld by University pursuant to the Contract Documents, hereinafter referred to as "Contract," entered into between University and Contractor for the Project titled _____

Project Number _____, in the amount of \$ _____,

dated _____. Alternatively, on written request of Contractor, University shall deposit retention directly with Escrow Agent. Contractor and its surety shall be at risk for the failure of the Escrow Agent selected. When Contractor deposits the securities as a substitute for retention, Escrow Agent shall notify University within 5 days after the deposit. At all times, Contractor shall have on deposit securities the market value of which is at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Securities shall be held in the name of The Regents of the University of California, Los Angeles; and Contractor shall be designated as the beneficial owner.

(2) Escrow Agent shall review the market value of securities deposited in escrow under this Escrow Agreement as often as conditions of the securities market warrant, but in no case less than once per month. Escrow Agent shall promptly notify University and Contractor of the market value of the deposited securities if such market value is less than the total amount of retention required to be withheld under the terms of the Contract. Contractor shall promptly deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention. Escrow Agent shall, within 5 days after University's request, provide a statement to University of the current market value of all securities deposited under this Escrow Agreement as of a date not earlier than 5 days prior to such request. The provisions of this Paragraph 2 shall not apply to securities consisting of monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and Contractor.

(3) Contractor shall not use any or all of the securities deposited in lieu of retention under this Escrow Agreement for any other obligations, including deposits in lieu of retention for other contracts. Contractor represents, covenants and warrants that all deposited securities shall be lien free when tendered to the Escrow Agents and shall remain lien free during their retention by the Escrow Agent.

(4) University shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provision, provided that Escrow Agent holds securities in the form and amount specified herein.

(5) Prior to Contractor's submission of each Application For Payment, Escrow Agent shall issue a current statement of (a) the value of the securities currently being deposited in lieu of retention and (b) the current value of all securities being held in escrow pursuant to this Escrow Agreement. Such statement shall be no more than 5 days old at the time of submission, shall be notarized or have a guarantee of signature, and shall be submitted to Contractor with a copy to University under separate cover. Contractor shall attach such original statement to each Application For Payment. The provisions of this Paragraph 5 shall not apply to securities consisting of monetary deposits as allowed by Paragraph 7 held by a bank as Escrow Agent, provided the bank provides monthly statements reflecting the status of the monetary deposits held by the bank to University and Contractor.

(6) If, at the request of Contractor, University deposits retention directly with Escrow Agent, Escrow Agent shall hold such retention for the benefit of Contractor until such time as the escrow created under the Contract is terminated. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when University deposits retention directly with Escrow Agent.

(7) University will allow Contractor to deposit the following securities in lieu of retention and direct the investment of the retention deposits into any of the following which at the time of payment are legal investments under the laws of the State of California:

- a. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America or any Federal Reserve Bank), or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, or tax-exempt obligations which are rated in the highest rating category of a nationally recognized bond rating agency.
- b. Obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Federal Farm Credits, Government National Mortgage Association, Farmer's Home Administration, Federal Home Loan Mortgage Corporation, or Federal Housing Administration.
- c. Bonds of the State of California or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- d. Interest-bearing bankers acceptances and demand or time deposits (including certificates of deposit) in banks, provided such deposits are either (1) secured at all times, in the manner and to the extent provided by law, by collateral security described in clauses a or b of this Paragraph 7 continuously having a market value at least equal to the amount so invested so long as such underlying obligations or securities are in the possession of the Securities Investors Protection Corporation, (2) in banks having a combined capital and surplus of at least One Hundred Million Dollars, or (3) fully insured by the Federal Deposit Insurance Corporation.
- e. Taxable government money market portfolios restricted to obligations with maturities of one (1) year or less, issued or guaranteed as to payment of principal and interest by the full faith and credit of the United States of America.

- f. Commercial paper rated in the highest rating category of a nationally recognized rating agency, and issued by corporations organized and operating within the United States of America and having total assets in excess of Five Hundred Million Dollars.

(8) Contractor shall be responsible for paying all fees, costs, and expenses incurred by Escrow Agent in administering the escrow account. These expenses and payment terms shall be determined by Contractor and Escrow Agent. All fees, costs, and expenses of this Escrow Agreement and any transactions carried out hereunder shall be billed by Escrow Agent to Contractor. In the event that any fees, costs, or expenses shall remain unpaid in excess of 30 days from the date due, Escrow Agent may withhold such unpaid amount from any income distributable to Contractor, but shall not withhold such unpaid amount from any income distributable to University.

(9) Interest earned on the securities or the money market accounts held in escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be held in escrow. Interest may be withdrawn by Contractor from time to time, without notice to University, only to the extent that the total amount held in escrow meets or exceeds the required amount of retention.

(10) Except as provided in Paragraph 9, Contractor shall have the right to withdraw all or any part of the escrow account only by written notice to Escrow Agent accompanied by written authorization from University to Escrow Agent stating that University consents to the withdrawal of the amount sought to be withdrawn by Contractor. University shall not be obligated to consent to any withdrawal to the extent of stop notice claims which cannot be satisfied from other funds then due and payable to Contractor.

(11) University shall have the right to draw upon the securities, any interest earned on the securities, and any interest earned on the interest in the event of default by Contractor. Upon 7 days written notice to Escrow Agent from University, with a copy to Contractor, Escrow Agent shall immediately convert the securities, any interest earned on the securities, and all interest earned on the interest to cash and shall distribute the cash as instructed by University. Escrow Agent shall have no duty to determine whether a default has occurred and may rely solely upon the written notice of such default from University.

(12) Upon receipt of written notification from University certifying that final payment is due under the Contract, Escrow Agent shall release to Contractor the amount, if any, by which the value of all securities and interest on deposit less escrow fees and charges of the escrow account exceeds 125% of all stop notice claims on file. Escrow Agent shall pay the remaining amount to University or as directed by University. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payment of fees and charges.

(13) Escrow Agent shall rely upon the written notifications from University and Contractor pursuant to this Escrow Agreement; and University and Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion, and disbursement of the securities and interest as set forth herein.

(14) Escrow Agent shall have the right to terminate this Escrow Agreement upon 30 days notice to all parties hereunder. Upon receipt of such notice, University and Contractor shall appoint a successor Escrow Agent in writing and deliver written notice of such appointment to Escrow Agent. Thereupon, Escrow Agent shall deliver all assets in its custody to such successor Escrow Agent and all responsibility of Escrow Agent under this Escrow Agreement shall terminate; provided, however, if Contractor and University fail to appoint a successor Escrow Agent on or before the end of the 30 day notice period, then Escrow Agent is authorized and instructed to return all assets, documents, and other items in its custody to University and this Escrow Agreement shall be terminated without further instruction.

(15) The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement; provided, however, that, with Escrow Agent's written consent, the duties and responsibilities in this Escrow Agreement may be amended at any time or times by an instrument in writing signed by all parties.

(16) Whenever Contractor tenders securities to be deposited in lieu of retention, an authorized representative of the Contractor shall declare under penalty of perjury that the securities are lien free and shall remain lien free during their retention by the Escrow Agent. The declaration shall be in the following form:

"The undersigned, on behalf of {NAME OF CONTRACTOR} whose address is {STREET ADDRESS, CITY, STATE, ZIP CODE} represents, covenants and warrants that the securities tendered herewith are lien free and shall remain lien free during their retention by the Escrow Agent.

I, {NAME}, hereby declare that I am the {TITLE} of {NAME OF CONTRACTOR}, that I am duly authorized to make this representation, and that I declare under perjury under the laws of the State of California that the foregoing is true and correct."

(Signature)

(Date)

(17) The names of the persons authorized to give written notice or to receive written notice on behalf of University and on behalf of Contractor in connection with this Escrow Agreement, and exemplars of their respective signatures, are as set forth below. Such names may be changed by written notice to the other parties.

1. _____
(Name)

(Signature)

(Telephone Number)

2. _____
(Name)

(Signature)

(Telephone Number)

1. _____
(Name)

(Signature)

(Telephone Number)

2. _____
(Name)

(Signature)

(Telephone Number)

Contractor, Escrow Agent, and University hereby agree to the covenants contained herein.

IN WITNESS WHEREOF, Contractor, Escrow Agent, and University have executed this Escrow Agreement, the day and year first written above.

UNIVERSITY:

By: _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

By: _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

By: _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

ESCROW AGENT:

By: _____
(Signature)

(Printed Name)

(Title)

(Telephone Number)

SUBMITTAL SCHEDULE

Project Name: _____

Project #: _____

Order #: _____

Contract Date: _____

Subcontractor: _____

Spec. Section: _____

Work Activity: _____

Event		Scheduled Completion Date	Actual Completion Date	Calendar Days Required to Complete
1.	Received by Contractor and Time for Checking			
2.	First Delivered to University's Representative and Time for Checking			
3.	Return to Contractor			
4.	Corrections Completed and Time for Corrections			
5.	Next Delivered to University's Representative and Time for Checking			
6.	Return to Contractor			
7.	Approval for Job Information			
8.	Approval for Fabrication and Time for Fabrication			
9.	Fabrication Completed			
10.	Shipping Date and Time Enroute			
11.	Delivery to Job			

COST PROPOSAL

Date: _____ Change Order Request #: _____

Project Name: _____

Project #: _____ Order #: _____

Contract Date: _____

Scope of Change:

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," and (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary."
2. Attach the form titled "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work. Each such form shall be completed and signed by Contractor or Subcontractor actually performing the Work activity identified on the form. Attach supporting data to each such form to substantiate the individually listed costs. The costs provided on these forms shall be used to substantiate Additional Costs shown on the Cost Proposal Summary.
3. The Contractor Fee shall be computed on the Cost of Extra Work of Contractor and each Subcontractor involved in the Extra Work; and shall constitute full compensation for all costs and expenses related to the subject change and not listed in the "Supporting Documentation for the Cost Proposal Summary," including overhead and profit.
4. Refer to Subparagraph 7.3 of the General Conditions for the method of computing the Contractor Fee.

Adjustment of the Contract Time (Include justification based upon the Contract Schedule):

_____(Days)

Refer to Article 8 of the General Conditions.

Adjustment of the Contract Sum (Total from line 18, col. 4 of Cost Proposal Summary):

\$ _____

Refer to Article 7 of the General Conditions.

SUBMITTED:

(Contractor)

By: _____

Title: _____

Date: _____

RECEIVED:

(University's Representative)

By: _____

Title: _____

Date: _____

COST PROPOSAL SUMMARY

Project Name: _____

Project #: _____

Order #: _____

Contractor Name: _____

Change Request #: _____

		(1) Contractor	(2) 1st Tier Subs	(3) 2nd & Lower Tier Subs	(4) Total
ACTUAL COSTS	1. Straight Time Wages/Salaries - Labor				
	2. Fringe Benefits and Payroll Taxes - Labor				
	3. Overtime Wages/Salaries - Labor				
	4. Fringe Benefits and Payroll Taxes - Overtime				
	5. Materials and Consumable Items				
	6. Sales Taxes (On line 5)				
	7. Rental Charges				
	8. Royalties				
	9. Permits				
	10. Total Direct Expense (Sum of lines 1-9)				
	11. Insurance & Bonds (Up to 2% of line 10)				
CONTRACTOR FEE	12. Sub-Sub (15% of line 10; col. 3)				
	13. Subcontractor (5% of line 10; col. 3)				
	14. Subcontractor (15% of line 10; col. 2)				
	15. Contractor (5% of line 10; col. 2 & 3)				
	16. Contractor (15% of line 10; col. 1)				
	17. Contractor Fee (Sum of lines 12-16)				
TOTAL	18. Sum of lines 10, 11, & 17; col. 4				

Actual Costs are from line 12 of the attached forms titled, "Supporting Documentation for the Cost Proposal Summary" for Contractor and each Subcontractor involved in the Extra Work.

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Project Name: _____

Project #: _____ Order #: _____

Contractor/
Subcontractor Name: _____ Change Request #: _____

Work Activity: _____

COST ITEM		COST ⁽¹⁾
ACTUAL COSTS	1. Straight Time Wages/Salaries -- Labor	
	2. Fringe Benefits and Payroll Taxes -- Labor: _____ % of line 1	
	3. Overtime Wages/Salaries - Labor (Attach University Representative's written authorization)	
	4. Fringe Benefits and Payroll Taxes -- Overtime: _____ % of line 3	
	5. Materials and Consumable items	
	6. Sales Taxes: _____ % of line 5	
	7. Rental Charges (attach CalTrans Schedule)	
	8. Royalties	
	9. Permits	
	10. Total Direct Expense -- sum of lines 1-9	
	11. Insurance and Bonds: _____ % of line 10 (up to 2% of line 10)	
TOTAL	12. Sum of lines 10 and 11	

_____ (Company Name)	_____ (Contractor's Company Name)
_____ (Signature) ⁽²⁾	_____ (Signature) ⁽³⁾
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Notes: (1) Round off all costs to the nearest dollar.

(2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the Work activity indicated above.

(3) If this form is signed by a Subcontractor, it shall be reviewed and signed by Contractor certifying the accuracy of the information.

FIELD ORDER

FIELD ORDER NO. _____

Project Name: _____

Project Number: _____ Contract Date: _____

To Contractor: _____

Address: _____

DESCRIPTION OF WORK:

Estimated Adjustment
of Contract Sum: \$ _____

Estimated Adjustment
of Contract Time: _____ Days

(Name of University's Representative - typed or printed)

(Signature)

(Title)

(Date)

(Name of University's Designated Administrator -
typed or printed)

(Signature)

(Title)

(Date)

Note: If the Work described above constitutes a change, this Field Order will be superseded by a Change Order that will include the scope of the change in the Work and any actual adjustments of the Contract Sum and the Contract Time.

CHANGE ORDER

CHANGE
ORDER NO. _____

Reference Field Order #: _____

Project Name: _____

Project Number: _____ Contract Date: _____

To Contractor: _____

Address: _____

DESCRIPTION OF CHANGE:

Adjustment of Contract Sum:

Original Contract Sum: \$ _____

Prior Adjustments: \$ _____

Contract Sum Prior to this Change: \$ _____

Adjustment for this Change: \$ _____

Revised Contract Sum: \$ _____

Adjustment of Contract Time:

Original Contract Time: _____ days

Prior Adjustments: _____ days

Contract Time Prior to this Change: _____ days

Adjustment for this Change: _____ days

Revised Contract Time: _____ days

Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work.

Recommended:

(Signature of University's Representative)

(Printed Name)

(Date)

Accepted:

(Name of Contractor - typed or printed)

(Signature)

(Printed Name & Title)

(Date)

Reviewed and Recommended:

(Signature of University's Designated Administrator)

(Printed Name)

(Date)

Funds Sufficient:

(Signature of University's Accounting Office)

(Printed Name)

(Date)

Approved:

UNIVERSITY: THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____
(Signature)

(Printed Name and Title)

Date: _____

**CONDITIONAL WAIVER AND
RELEASE ON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from

(Name of Contractor or Subcontractor)

in the sum of \$ _____

payable to _____

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any lien, stop notice, or bond right the undersigned has on the Project of The Regents of the University of California located at

University of California, Los Angeles

(Project Name)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

(Name of Contractor or Subcontractor)

through _____ only and does not cover any retentions retained before or after the release
(Date)

date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Application for Payment Number _____.

Dated: _____

(Company Name)

By: _____
(Name)

(Title)

**CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**

Upon receipt by the undersigned of a check from

(Name of Contractor or Subcontractor)

in the sum of \$ _____

payable to _____

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any lien, stop notice, or bond right the undersigned has on the Project of The Regents of the University of California located at

University of California, Los Angeles

(Project Name)

to the following extent. This release covers the final payment for labor, services, equipment, or material furnished on the Project except for disputed claims for additional work in the amount of

\$ _____

Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Application for Payment Number _____.

Dated: _____

(Company Name)

By: _____

(Name)

(Title)

**UNCONDITIONAL WAIVER AND
RELEASE ON PROGRESS PAYMENT**

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

The undersigned has been paid and has received a progress payment in the sum of

\$ _____ for labor, services, equipment, or material furnished to

(Name of Contractor or Subcontractor)

on the Project of The Regents of the University of California located at

University of California, Los Angeles

(Project Name)

and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

(Name of Contractor or Subcontractor)

through _____ only and does not cover any retentions retained before or after the release date;
(Date)

extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Application for Payment Number _____.

Dated: _____

(Company Name)

By: _____
(Name)

(Title)

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

The undersigned has been paid in full for all labor, services, equipment, or material furnished to

(Name of Contractor or Subcontractor)

on the Project of The Regents of the University of California located at and named

University of California, Los Angeles

(Project Name)

and does hereby waive and release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project, except for disputed claims for extra work in the amount of

\$ _____

Application for Payment Number _____.

Dated: _____

(Company Name)

By: _____
(Name)

(Title)

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

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.

Projects that exceed the limits and/or sublimits will be separately underwritten and may be subject to different terms and conditions. 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..*

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

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 maximum of \$25,000,000 for **Demolition and Increased Cost of Construction**, whichever is less.
4. 25% of the adjusted property damage loss, subject to maximum of \$2,500,000 for **Expediting Expense/Extra Expense**, whichever is less
5. 10% of the declared estimated Total Project Value, subject to maximum of \$10,000,000 for **Insured Property while Stored Off-site**, whichever is less
6. 10% of the declared estimated Total Project Value, subject to maximum of \$10,000,000 for **Insured Property while in the Course of Inland Transit**, whichever is less
7. 25% of the declared estimated Total Project Value, subject to maximum of \$25,000,000 for **Debris Removal**, whichever is less
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 maximum of \$50,000,000 for **Water Damage**, whichever is less. (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 maximum of \$10,000,000 for **Green/LEED Rating System**, whichever is less
12. 10% of the adjusted property damage loss, subject to maximum of \$50,000 for **Mold/Fungi**, whichever is less
13. 5% of the declared estimated Total Project Value, subject to maximum of \$10,000,000 for **Architects, Engineering and Professional Fees**, whichever is less
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 – Exhibit 12**

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

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 Anticipated 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 Anticipated 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 **except** Water Damage for Projects over \$2,500,000
\$10,000 for All Other Perils **except** Water Damage for Projects under \$2,500,000
\$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 – Exhibit 12**

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.
9. Any property located within a Flood Zone "A" including any subzone thereof.
10. Any property located within a Flood Zone "V" including any subzone thereof.
11. 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.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

5. Nuclear reaction, nuclear radiation, or radioactive contamination.
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 or 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. Any consulting engineer, architect, or designer, or any person employed by them or any others whose acts they are legally liable, for loss or damage arising out of the performance of their respective professional activities, whether or not named as an Insured under this Policy.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

1. EXPEDITING/EXTRA EXPENSES

Subject to the stated sublimit, this Policy is extended to cover extra charges for overtime, night work, work on public holidays, the extra cost of rental construction equipment, express freight, including air freight all incurred solely:

- A. to facilitate the repair or replacement of the Insured Property which has sustained physical loss or physical damage from a peril insured, or;
- B. which are necessary to return the work on the Insured Property to the same schedule actually being observed immediately prior to the sustaining of physical loss or physical damage from a peril insured.

This Policy does not cover charges incurred to expedite work on parts of the Insured Property which have not sustained physical loss or physical damage.

2. DEMOLITION AND INCREASED COST OF CONSTRUCTION

- A. Subject to the stated sublimit, in the event of direct physical loss and/or direct physical damage by perils insured under this Policy, the Company shall also pay:
 - (i) The increased cost to repair, replace or re-erect the Insured Property caused by the enforcement of any building, zoning or land use ordinance or law in force at the time of loss. If the Insured Property is replaced, it must be intended for similar occupancy of the current Insured Property, unless otherwise required by zoning or land use ordinance or law.
 - (ii) The cost to demolish and clear the construction site of undamaged parts of the Insured Property caused by the enforcement of any building, zoning or land use law in force at the time of the loss.
- B. In no event, however, shall the Company be liable for costs associated with the enforcement of any ordinance or law which requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkali, toxic chemicals, liquids or gasses, waste materials or other irritants, any Contaminants and/or Pollutants.
- C. The Company shall not pay for the increased cost of construction until the Insured Property is actually repaired, replaced, or re-erected at the same construction site or elsewhere and as soon as reasonably possible after the loss or damage, not to exceed thirty (30) months.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

D. In no event, however, shall the Company pay more:

- (i) If the Insured Property is repaired, replaced or re-erected at the same construction site than the amount the insured actually spends to:
 - a) Demolish and clear the construction site; and
 - b) Repair, replace or re-erect the Insured Property but not for more than property of like height, floor area and style at the same construction site.
- (ii) If the Insured Property is not repaired, replaced, or re-erected at the same construction site than:
 - a) The amount the Insured actually spends to demolish and clear the construction site; and
 - b) The cost to replace, at the same construction site, the damaged or destroyed Insured Property with other property;
 - 1) of like kind and quality;
 - 2) of like height, floor area and style; and
 - 3) used for the same purpose.
- (iii) Than the stated sublimit of Demolition and Increased Cost of Construction.

3. FIRE DEPARTMENT SERVICE CHARGES

Subject to the stated sublimit, when property insured is destroyed or damaged by a peril insured, this Policy shall also pay for the cost of fire department service charges for which the Insured is liable, provided they are assumed by contract or written agreement prior to a loss or they are required by a local ordinance.

4. PLANS, BLUEPRINTS, AND SPECIFICATIONS

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to plans, blueprints or specifications by perils insured under this policy, this insurance shall also pay the costs of mechanical reproduction from originals stored off-site for plans, blueprints or specifications.

5. TREES, GRASS, SHRUBBERY, SEED AND PLANTS

Subject to the stated sublimit, this policy is extended to insure direct physical loss or direct physical damage to trees, grass, shrubbery, seed and plants caused by or resulting from fire, lightning, windstorm, hail, explosion, smoke, collision by aircraft or vehicle, riot, riot attending a strike or civil commotion, vandalism or malicious mischief.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

6. DEBRIS REMOVAL

Subject to the stated sublimit, in the event of direct physical loss or physical damage to Insured Property by perils insured under this policy, this insurance shall also pay the cost of removal of material and debris being a part of the Insured Property located at the construction site and the cost to demolish and clear the construction site of undamaged parts caused by the enforcement of any building, zoning or land use law in force at the time of the loss.

This Policy also covers cost or expense to:

- A. Extract Contaminants and/or Pollutants from the debris; or
- B. Extract Contaminants and/or Pollutants from land and/or water; or
- C. Remove, restore, or replace land and/or water made necessary due to the presence of Contaminants and/or Pollutants; or
- D. Remove or transport any property, material, or debris to a site for storage or decontamination required because the property, material, or debris is affected by Contaminants and/or Pollutants, whether or not such removal, transport, or decontamination is required by law or regulation.
- E. This sub-clause (Items A - D above), is subject to a sublimit for **Pollution Cleanup Expenses**.

It is a condition precedent to recovery under this clause, that the Company shall have paid, or agreed to pay for direct physical loss or direct physical damage to the Insured Property and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or the cost of cleanup no later than (12) twelve months after the date the original physical loss or physical damage occurred.

7. ARCHITECT, ENGINEERING AND PROFESSIONAL FEES

Subject to the stated sublimit, Architect, Engineering and Professional Fees shall mean the additional architectural and engineering expenses, excluding any costs for redesign or betterment, or owner's consultant service expenses, or owner's legal, appraisal, title and/or inspection fees incurred to facilitate repair or replacement of the Insured Property which has sustained physical loss or physical damage from an insured peril.

8. GREEN/LEED

Subject to the stated sublimit, in the event of a direct physical loss or direct physical damage not otherwise excluded in the policy to Insured Property by perils insured under the policy the Insurer shall also pay the reasonable additional cost, if any, incurred by the Insured to repair or replace such damaged or destroyed Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

Coverage under this extension applies only if the Insured Project has been registered with the US Green Building Council during the Period of Insurance specified on the Certificate of Builder's Risk Insurance and prior to any loss, and only to the initial and intended building certification level that has been registered with the US Green Building Council, in accordance with the criteria outlined in order to comply with the requirements of the LEED Rating System existing at the time of the loss or damage to the Insured Project, which upon completion will undergo the process of being certified by the US Green Building Council.

The following exclusions and limitations apply to this coverage extension:

No coverage is provided under this extension:

- A. If no such products or materials exist at the time of the loss or damage; or
- B. If the Insured does not repair or replace the damaged or destroyed Insured Property.

In no event will the policy pay more than the lesser of the:

- A. The cost to repair; or
- B. The cost to replace;

the damaged Insured Property in a manner and with products or materials of otherwise equivalent quality and function that meet the requirements of the LEED Rating System existing at the time of the loss or damage.

No coverage is provided under this extension of coverage for any of the following items:

- A. Re-registering the Insured project with the US Green Building Council.
- B. Failure to meet the registered LEED Building Rating certification level.
- C. Land and land values.
- D. Any additional cost incurred to comply with any law or ordinance.
- E. Personal property of others in the Insured's care, custody or control.
- F. Raw materials, stock-in-process and finished goods.
- G. Motor vehicles.
- H. Property located outside the Territorial Limits of the policy.

9. CLAIMS PREPARATIONS EXPENSE

Subject to the stated sublimit, this policy is extended to include reasonable expenses incurred by the Insured, or by the Insured's representatives for preparing the details of a claim resulting from a loss which would be payable under this policy. However, the Company shall not be liable for expenses incurred by the Insured in utilizing or retaining the services of attorneys, insurance agents or brokers; or any subsidiary, related or associated entities either partially or wholly owned by an attorney or public adjuster.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

10. MOLD/FUNGI

Subject to the stated sublimit, in the event of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, the insurance shall also pay, subject to the Limit of Liability and the terms, conditions, and limitations of this policy, the cost to clean up or remove Mold/Fungi from Insured Property located at the construction site.

Notwithstanding any terms or conditions, this policy does not insure any cost or expense incurred to test for, monitor, or assess the existence, concentration or effects of Mold/Fungi.

SELECTED GENERAL CONDITIONS

1. REQUIREMENTS IN CASE OF LOSS

In the event of loss or damage to Insured Property the Insured shall:

- A. Give immediate notice to the insurance company;
- B. Protect the Insured Property from further loss or damage;
- C. Within ninety (90) days from the date of discovery of the loss or damage, the Named Insured shall render a statement to the Insurer signed and sworn to by the Named Insured stating the knowledge and belief of the Insured as to the time and cause of the loss or damage and the interest of the Insured and all others in the Insured Property;
- D. Exhibit to any person designated by the Insurer all that remains of the Insured Property.
- E. Coordinate and cooperate with investigation and/or inspection of property and provide documentation as requested by the insurance adjuster. Do NOT destroy or salvage damaged property unless authorized to do so by the insurance adjuster.
- F. Submit to examinations under oath by any person named by the Insurer and produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Insurer or its representative, and permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents shall be deemed to be a waiver of any defense which the Insurer might otherwise have with respect to any loss or claim; but all such examinations and acts shall be deemed to have been made or done without prejudice to the Company's liability.
- G. Subject to the Limit of Liability and the terms, conditions, and limitations of the policy, all adjusted losses shall be paid or made good to the Named Insured within sixty (60) days after presentation and acceptance of the satisfactory proof of interest and loss to the Insurer. No amount shall be paid on an adjusted loss or made good if the Insured has collected the same from others.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

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%, whichever is lesser. If the Insured Property is not replaced, then the loss shall be settled on the Actual Cash Value basis with proper deduction for depreciation, salvage or other recovery and exclusive of profit and overhead.

3. PROTECTION OF PROPERTY

In the case of direct physical loss or direct physical damage to Insured Property by perils insured under the policy, it shall be lawful and necessary for the Insured, his or their factors, servants, or assigns, to sue, labor, and travel for in and about the defense, safeguard, and recovery of the Insured Property, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or Insurer, in recovering, saving, and preserving the Insured Property in case of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Insurer proportionately to the extent of their respective interests.

4. OTHER INSURANCE

This Policy shall not provide coverage to the extent of any other insurance, whether prior or subsequent hereto in date, and by whomsoever effected, directly or indirectly covering the same property against the same peril; and the Company shall be liable for direct physical loss or direct physical damage only for the excess value beyond the amount due from such other insurance, subject to the applicable Deductible.

5. INSUREDS' REPRESENTATIVE

The first Named Insured shall be the sole and irrevocable agent of each and every Insured for the purpose of:

- A. Payment of premium;
- B. Giving or receiving notice of cancellation;
- C. Requesting amendments to this policy and accepting amendments to the policy made by the Insurer.

6. LOSS PAYABLE

Loss, if any, shall be payable to the first Named Insured and/or its assigned designee.

7. PARTIAL OCCUPANCY OR USE

Notwithstanding anything to the contrary elsewhere in the policy, the Owner and/or tenants may occupy or use any completed or partially completed portion of the Insured Property, provided that the Insured warrants that all fire protection shall be in service and fully operational during such occupancy or use.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Master Builder's Risk Program
Coverage Summary – Exhibit 12**

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.

END OF EXHIBIT 12

EXHIBIT 13
SELF-CERTIFICATION

For each SBE, DBE, WBE, and/or DVBE, indicated on the Report of Subcontractor Information, the following must be completed.

Indicate all Business category(ies) that apply by initialing next to the applicable category(ies):

(Initial, if applicable) **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at www.sba.gov/size. The University may rely on written representation by the vendors regarding their status.) Annual average receipts, computed from the gross receipts for the last 3 fiscal years, do not exceed the amount listed in the MAXIMUM RECEIPTS TABLE below. The average annual receipt is computed by taking the sum of the gross receipts of the prior 3 fiscal years and dividing by 3.

MAXIMUM RECEIPTS TABLE	
Construction Services (by Contractor's License Classification):	AVERAGE ANNUAL RECEIPTS (Preceding 3 Years)
Class "A" - General Engineering	\$31,000,000
Class "B" - General Building	\$31,000,000
Class "C" - Specialty	\$13,000,000
Architectural & Engineering Services	\$4,500,000 (except landscape architectural services)
Landscape Architectural Services	\$6,500,000
Other services	For appropriate amount, see www.sba.gov/size

(Initial, if applicable) **Disadvantaged Business Enterprise (DBE)** - a business concern which is at least 51% owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as members of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free private enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. Business owners who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans) are to be considered socially and economically disadvantaged.

(Initial, if applicable) **Women-Owned Business Enterprise (WBE)** - a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

(Initial, if applicable) **Disabled Veteran Business Enterprise (DVBE)** - a business that is at least 51% owned by one or more disabled veterans or, in the case of any publicly owned business, at least 51% of the stock of which is owned by such individuals and whose management and daily business operations are controlled by one or more of such individuals. A Disabled Veteran is a veteran of the military, naval, or air service of the United States with a service connected disability who is a resident of the State of California. To qualify as a veteran with a service connected disability, the person must be currently declared by the United States Veterans Administration to be 10% or more disabled as a result of service in the armed forces.

(Initial, if applicable) **None of the above categories apply.**

I hereby certify under penalty of perjury under the laws of the State of California that I have read this certification and know the contents thereof, and that the business category indicated above reflects the true and correct status of the business in accordance with Federal Small Business Administration criteria and Federal Acquisition Regulations, FAR 19 pertaining to small, disadvantaged, women-owned, and disabled veteran business enterprises. I understand that falsely certifying the status of this business, obstructing, impeding or otherwise inhibiting any University of California official who is attempting to verify the information on this form may result in suspension from participation in University of California business contracts for a period up to five (5) years and the imposition of any civil penalties allowed by law.

INFORMATION FURNISHED BY:

(Print or Type Name of Owner and/or Principal)

(Name of Business or Firm)

a

(Insert type of business e.g. corporation, sole proprietorship, partnership, etc.)

By:

(Print Name)

(Title)

(Signature)

(Date)

PRIVACY NOTICE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University of California to provide the following information to individuals who are asked to supply personal information about themselves. Information furnished on the Self-Certification form may, in some cases, identify personal information of an individual.

- The University of California, Los Angeles, is requesting the information contained in this form and the accompanying Report of Subcontractor Information.
- The Small Business Coordinator at the University of California, Los Angeles, is responsible for maintaining the requested information. The contact information for the Small Business Coordinators may be found at: <http://www.ucop.edu/matmgt/sbdir.html>
- The maintenance of information is authorized in part by Public Contract Code section 10500.5.
- Furnishing the information requested on this form is mandatory. If SBE, DBE, WBE and/or DVBE status is applicable, furnishing such information is mandatory.
- Failure to provide the information may be a violation of bidding procedures and/or breach of the contract and the University may pursue any and all remedies permitted by the provisions of the Contract Documents.
- The information on this form is collected for monitoring and reporting purposes in accordance with state law and University policy.
- The individual may access information contained in this form and related forms by contacting the Small Business Coordinator(s).

(NOTE: THIS EXHIBIT IS NOT TO BE SUBMITTED WITH BID.)

EXHIBIT 14
REPORT OF SUBCONTRACTOR INFORMATION

Sheet No. _____ of _____

Provide the following information for each contracting party including the Contractor and each Subcontractor regardless of tier.* Attach additional sheets if necessary.

1	2A	2B	3	4	5	6	7		8					
Full Name of Business	Portion of the Work	Dollar Amt	Street Address City, State & ZIP	Tel No / FAX No	Contact Name	Type of Ownership	License Info**		Business categories* (Check <u>all</u> categories that apply)					
							License Classification**	License No.**	SBE*	DBE*	WBE*	DVBE*	N/A	
(GC)														
(Sub 1)														
(Sub 2)														
(Sub 3)														
				Column 6 – Type of Ownership		Column 8 – Business Categories								
				SP = Sole Proprietorship P = Partnership C = Corporation JV = Joint Venture O = Other		SBE = Small Business Enterprise DBE = Disadvantaged Business Enterprise WBE = Woman Business Enterprise DVBE = Disabled Veteran Business Enterprise								

* Regardless of tier, a completed Self-Certification must be submitted for the General Contractor and each Subcontractor shown on this Exhibit.

** List only those License Classification and Numbers relevant to this project.

CONTRACTOR'S DAILY REPORT

Prime Contractor: _____

Subcontractor: _____

Job Name & Area: _____

Date: _____

NOTE: Please indicate, by category, the number of workers on site, and the hours, for the above date.								
CATEGORY	#	HOURS	CATEGORY	#	HOURS	CATEGORY	#	HOURS
Superintendents			Foreman			Carpenters		
Laborers			Operating Eng.			Pipefitters		
Cement Finishers			Sheet Metal			Masons		
Lathers			Ironworkers			Plasterers		
Truck Drivers			Painters			Electricians		
Plumbers								
Work Force: Superintendents & Foremen			Work Force: Workers			Total Work Force:		

Materials Delivered: _____

Description of Work and Location: _____

Injuries or Accidents: _____

Special Notes (incl. Union Representatives and Special Visitors): _____

NOTE: Contractor and each subcontractor on site shall completely fill out a Contractor's Daily Report, on forms provided by University's Representative (refer to Exhibits, bound herein), for each day worked. It is the responsibility of Contractor to submit all Daily Reports, including those of subcontractors, by 9:00 a.m. the following work day. Failure to submit Daily Reports in a timely manner may result in delayed progress payment(s).

(Signature)_____
(Printed Name)

PROJECT NAME:

Project No.

University of California, Los Angeles

EXHIBIT 16
FINAL DISTRIBUTION OF CONTRACT DOLLARS

Sheet No. of

Provide the following information for each contracting party including the Contractor and each Subcontractor regardless of tier.* Attach additional sheets if necessary.

Provide the following information for each contracting party including the Contractor and each subcontractor regardless of the amount of the contract. Attach additional sheets if necessary.										
1	2	3	4	5				6		
Full Name of Business	Street Address, City, State and ZIP	Tel No / FAX No	Contact Name	Business categories				Contract Dollars		
				SBE*	DBE*	WBE*	DVBE*	N/A	Amount (\$)	Percent (%)
(GC)				0	0	0	0	0	0%	
(Sub 1)				0	0	0	0	0	0%	
(Sub 2)				0	0	0	0	0	0%	
(Sub 3)				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
				0	0	0	0	0	0%	
Total Contract Amount = { \$1,000.00 }				Column 6 - Business Categories					SUBTOTALS	
				SBE = Small Business Enterprise					\$0	
				DBE = Disadvantaged Business Enterprise					\$0	
				WBE = Woman Business Enterprise					\$0	
				DVBE = Disabled Veteran Business Enterprise					\$0	

*Regardless of tier, a completed Self-Certification must have been submitted for the General Contractor and each Subcontractor shown on this Exhibit.

*** Refer to the Report of Subcontractor Information for license and other information.

EXHIBIT 17
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: {FILL IN}

Project Number: {FILL IN} Order Number: {FILL IN}

Contractor: {FILL IN}

Date of Issuance: {FILL IN}

The Work has been reviewed and the date of Substantial Completion is hereby established as of the date of issuance above.

A Certificate of Occupancy has been issued by the University's Building Official John MacDougall on {Month, Day, Year}.

A list of items to be completed or corrected is included herein. The failure to include any items on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents.

In accordance with the Contract Documents, Contractor and University agree as follows:

1. Without limitation of Contractor's obligation to fully complete the Work within the Contract Time, Contractor shall complete or correct the Work on the list of items attached hereto within {#} days from the date of Substantial Completion.
2. University will be responsible for {INSERT "NONE" OR STATE ANY UNIVERSITY RESPONSIBILITIES AFTER SUBSTANTIAL COMPLETION: security, maintenance, utilities (e.g. water, sewer, electrical, gas, etc.)}.
3. Contractor shall be responsible for all Contract requirements except items or responsibilities of University set forth in Paragraph 2 above.
4. List of items to be completed or corrected: {INSERT "SEE ATTACHED LIST" OR IDENTIFY ITEMS TO BE COMPLETED/CORRECTED}

UNIVERSITY'S REPRESENTATIVE:

(Name of Firm)

(Signature)

(Typed or Printed Name)

(Title)

(Date)

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Signature)

(Typed or Printed Name)

(Title)

(Date)

PROJECT NAME: _____

Project No. _____

University of California, Los Angeles

EXHIBIT 18
GENERAL CONTRACTOR CLAIM CERTIFICATION

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The Claim to which this certification is attached is made in good faith.
2. Amounts claimed for costs, expenses and damages incurred by Contractor are accurate and complete. Supporting data for amounts incurred by Contractor is accurate and complete. Any such supporting data, including any such new amounts, submitted after the execution of this certification, will be accurate and complete.
3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted by Contractor on behalf of any and all subcontractors or suppliers, of all tiers, or any person or entity under Contractor, are accurate and complete. Contractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.
4. The amount requested accurately reflects the adjustment of the Contract Sum for which the Contractor believes the University is liable.
5. Attached hereto is a certification that has been executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the claim to which this certification is attached.
6. I am duly authorized to certify the Claim on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration was executed at: _____,
(Name of City if within a City, otherwise Name of County)

in the State of _____, on _____.
(State) (Date)

(Signature)

(Print Name)

(Name of Contractor)

EXHIBIT 19
SUBCONTRACTOR CLAIM CERTIFICATION

Pursuant to Article 4.3.3 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.
2. Amounts claimed for costs, expenses and damages incurred by the Subcontractor are accurate and complete. Supporting data for amounts incurred by the Subcontractor is accurate and complete. Any such supporting data, including any such new amounts, submitted to Contractor after the execution of this certification, will be accurate and complete.
3. To the best of my knowledge and belief, amounts claimed, and supporting data submitted to Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, is not accurate and complete.
4. The amount requested accurately reflects the amount for which the Subcontractor believes the University is liable to Contractor.
5. I am duly authorized to certify the Claim on behalf of the Subcontractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration was executed at: _____,
(Name of City if within a City, otherwise Name of County)

in the State of _____, on _____.
(State) (Date)

(Signature)

(Print Name)

(Name of Subcontractor)