

**CONSTRUCTION DOCUMENTS  
FOR**

**UCLA 100 Medical Plaza  
SUITE 550 TENANT IMPROVEMENTS**

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

**August 2011**

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**CERTIFICATION**

SUITE 550 TENANT IMPROVEMENTS

**BIDDING DOCUMENTS PREPARED BY:**

**RACHLIN ARCHITECTS**

\_\_\_\_\_  
(Signature of an officer of the firm named above)

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

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

**CERTIFICATION:**

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

## 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: UCLA 100 Medical Plaza Suite 550 Tenant Improvements (Project # 20100519-55-12). Description of Work: Fast track Tenant improvements of a 3,166 square foot medical suite. Includes demolition, stud framing and drywall, wall, floor and ceiling finishes, mechanical, electrical and plumbing. All Work shall be after hours. The Work of this Project shall be divided into 2 phases. The Work of Phase 1 consists of the completion of a small portion of the suite prior to commencing Phase 2. Phase 2 consists of the balance of the suite. The Phases are outlined on the Plans.

Procedures: Bidding documents will be available at 10am, Monday August 1, 2011, and will be issued only at: Ford Graphics, 2435 Military Ave., Los Angeles, CA 90064 Telephone (310) 477-6501 Website: <http://socal.fordgraphics.com/>. Bidders may view the Bidding Documents online at the Ford Graphics PlanWell Public Plan Room, and purchase digital and/or hard copies of the Bidding Documents by contacting Ford Graphics as indicated above. All parties will make arrangements with and payment to Ford Graphics directly. (NOTE: Bidding Documents will not be issued at the University's office.)

Bidders must attend a **mandatory** pre-bid conference at Tuesday, August 2<sup>nd</sup> 2011 at 10am. 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 10am. Persons arriving later than said time will not be allowed to bid on the Project as prime contractors. Participants shall meet at 100 Medical Plaza, Westwood, at the security desk at the 1<sup>st</sup> floor lobby. For further information, contact Danny Kaye at (310) 351-0138 [danny@totumconsulting.com](mailto:danny@totumconsulting.com)

***(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 Location prior to the required time. It is currently anticipated that the Conference/Job Walk will last at least 1 hour.)***

**The following General Contractors have been prequalified to bid on this project as Prime Contractor:**

Cal City – Cerritos, California  
DLS Builders - Orange, California  
Cannon Constructors - Encino, California  
MTM Construction - City of Industry, California  
Parker Brown – Canoga Park, California  
SBS Corp – Westlake Village, California  
Sierra Pacific – Woodland Hills, California  
Pinnacle Contracting Corporation - Woodland Hills, California  
Swinerton Builders - Los Angeles, California

Bids will be received only at: RE ASSET MANAGEMENT DEPARTMENT, University of California, Los Angeles, UCLA Wilshire Center, 10920 Wilshire Boulevard, Suite 815, Los Angeles, California 90024 310-794-0671.

Bid Deadline: Sealed bids must be received on or before 3pm, Tuesday, August 16, 2011.

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: General Building, B.

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy.

Estimated construction cost: \$ 350,000

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
University of California, Los Angeles  
July 2011

July 8, 2011

Advertisement for Bids

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## PROJECT DIRECTORY

Project Name: UCLA 100 Medical Plaza Suite 550 Tenant Improvements

Project Number: 20100519-55-12

Location: UCLA 100 Medical Plaza

University: The Regents of the University of California

University's Representative: Danny Kaye, Totum Corp  
15130 Ventura Blvd #327, Sherman Oaks, CA 91403  
310 351 0138 danny@totumconsulting.com

Design Professional: Erik Sharp, Rachlin Architects  
8640 National Boulevard  
Culver City, CA 90232  
310 204 3400

Design Professional Consultants: (Mechanical/Plumbing)  
David J. Fruchtman  
Fruchtman & Associates, Inc.  
12655 Washington Blvd., Suite 205  
Los Angeles, CA 90066  
310-915-6107 (fax)

(Electrical)  
Jacob Karlin  
Hallis Engineering, Inc.  
5410 Wilshire Blvd., Suite 303  
Los Angeles, CA 90036  
323-937-7016 (fax)

Address for Stop Notices: UCLA RE Asset Management Department  
10920 Wilshire Boulevard, Suite 815  
Los Angeles, CA 90024

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

A copy of the Demand for Arbitration must be sent to: University of California  
Office of the General Counsel  
1111 Franklin Street, 8<sup>th</sup> 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 1<sup>st</sup>, the third Monday in January, the third Monday in February, the last Monday in May, July 4<sup>th</sup>, the first Monday in September, November 11th, Thanksgiving Day, December 25<sup>th</sup>, 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 responsible 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 responsive 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 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

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

**And, by email 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 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

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

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## **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 on or before the Bid Deadline and only at the location specified in the Advertisement for Bids, bound herein.
5. Bids will be opened at the following location:  
  
RE Asset Management Department  
UCLA Wilshire Center  
10920 Wilshire Boulevard, Suite 815  
Los Angeles, CA 90024
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. N/A
8. The University has negotiated contracts with certain suppliers (listed in the "Information Available to Bidders") to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the bidder's risk, and the University does provide any warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this project.



### **INFORMATION AVAILABLE TO BIDDERS**

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

The University has agreements with the following vendors which Contractor and its Subcontractors may, but are not required to, utilize for this Project:

<b>VENDOR NAME</b>	<b>CATEGORY/ AGREEMENT NO.</b>	<b>CONTACT INFO</b>
Interface / Bentley Prince Street	Carpet 657/OP/003	George Maibach Vice President Business Development 14641 E. Don Julian Road City of Industry, CA 91746 714-328-4154 <a href="mailto:george.maibach@bentleyps.com">george.maibach@bentleyps.com</a>
Shaw / Patcraft	Carpet 657/OP/004	Teddy Stray Vice President Global Accounts Shaw Industries, Inc. 350 California Street, Suite 100 San Francisco, CA 94104 415 233-0251 <a href="mailto:Theodore.Stray@shawinc.com">Theodore.Stray@shawinc.com</a>
All Phase Electric - CED	Electric 308/OP/001	Glinda Shipley All-Phase Electric-CED 2101 Empire Avenue Burbank, CA 91504 Cell: 562-243-7632 Ofc: 800-537-6300 Fax: 800-989-9818 EFax: 310-734-1603 <a href="mailto:glindashipley@mindspring.com">glindashipley@mindspring.com</a>
Fastenal	Tools and Hardware 350/OP/004	Charles Whillock Regional Manager Strategic Sales - OEM/MRO Fastenal - Southwest Industrial & Construction Supplies Cell: 562-287-9843 Ofc: 209-548-5013 Fax: 507-494-6689 <a href="mailto:cwhilloc@fastenal.com">cwhilloc@fastenal.com</a>
Grainger	Tools and Hardware 350/OP/002	Brian Long Senior Government Sales Manager - West Mobile 916-342-1656 <a href="mailto:Brian.Long@grainger.com">Brian.Long@grainger.com</a>

MSC	Tools and Hardware 350/OP/003	Damon Perez 916-276-9397 <a href="mailto:perezd@mscdirect.com">perezd@mscdirect.com</a>
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**BID FORM**

FOR: UCLA 100 Medical Plaza Suite 550 Tenant Improvements

UNIVERSITY OF CALIFORNIA

Los Angeles

Los Angeles, California

August 2011

BID TO: UCLA RE Asset Management Department

10920 Wilshire Boulevard, Suite 815

Los Angeles, California 90024

310 794 0661

BID FROM:

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

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

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (Zip Code)

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

\_\_\_\_\_  
(Date Bid Submitted)

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

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 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 98 days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA

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

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

TBD

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 NOT USED

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight:

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 X 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.

OR

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. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight.

\$ 

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 X {NUMBER} multiplier  
(Place figures in appropriate boxes.)

The Minimum Compensable Daily Rate is \$\_\_\_\_ per day. Failure to fill in a dollar figure for the daily rate for Compensable Delay at or greater than the Minimum Compensable Daily Rate shall render the bid non-responsive.

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 No. 1

Description: TBD \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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           \$     ,  ,  .

Deduct       \$     ,  ,  .

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

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

University reserves the right to accept this Alternate within 30 calendar days after the date University signs the Agreement:







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 \_\_\_\_\_  
(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: \_\_\_\_\_

Address for Notices:

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

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

## AGREEMENT

THIS AGREEMENT is made as of the { } day of { }, 20{ }, between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is: University of California, Los Angeles

whose address for notices is: RE Asset Management Department  
University of California, Los Angeles  
10920 Wilshire Boulevard, Suite 815  
Los Angeles, California 90024

and Contractor: {Name}

whose address for notices is: {Street Address}  
{City, State, Zip}

for the Project: Suite 550 Tenant Improvements  
University of California  
Los Angeles, Los Angeles  
Los Angeles, California 90024

University's Responsible Administrator: Loana O'Reilly-Rosenblatt, Director  
UCLA RE Asset Management Department

University's Representative is: Danny Kaye  
Totum Corp.

whose address for notices is: University of California  
10920 Wilshire Boulevard, Suite 815  
Los Angeles, California 90024

Contract Documents for the Work Prepared by: Rachlin Architect  
8640 National Boulevard  
Culver City, CA 90232

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 the 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, 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, **{ \$AMOUNT IN FIGURES }**, the "Contract Sum".

The Contract Sum includes the following Alternates accepted by University:

**{LIST ALTERNATES ACCEPTED BY UNIVERSITY AT TIME OF AWARD}**

University reserves the right to accept the following Alternates within 10 days after the date of this Agreement:

**{LIST ALTERNATES, PRICES, AND CHANGES IN CONTRACT TIME}**

Unit Prices, if any, are as follows:

**{LIST ITEMS AND UNIT PRICES}**

The Contract Sum will be increased by an amount equal to the Unit Price multiplied by the actual number of units of each Unit Price item incorporated in the Work.

## ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within **ninety eight (98) calendar days**, the "Contract Time".

By signing this agreement, Contractor represents to University 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 the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of \$500 for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$250 per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from 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 {\$AMOUNT IN FIGURES} per day for each day for which such compensation is payable.

## ARTICLE 7 DUE AUTHORIZATION

The person or persons signing this 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)

UNIVERSITY:

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

Los Angeles

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

California Contractor's License(s):

\_\_\_\_\_  
(Name of Licensee)

\_\_\_\_\_  
(Classification and License Number)

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

\_\_\_\_\_  
(Employer Identification Number)

Attach notary acknowledgement 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.

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## ARTICLE 1 GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 APPLICABLE CODE REQUIREMENTS

The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over University, 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 the 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 the 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 the 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 the 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 the Contractor to an adjustment of the Contract Sum and does not entitle the 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 the University has designated to act in the capacity as the "Building Official" as defined by the California Building Standards Code. The University's Building Official will determine whether the Work complies with Applicable Code Requirements and will determine whether and when it is appropriate to issue a Certificate of Occupancy.

1.1.38 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 the 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 the 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 the 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 performs 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 paragraph 8.4 for Adjustment of the Contract Time for Delay.; or
- .2 If the Contract Time has passed, or if it is a practical impossibility to complete the Work within the Contract Time, then the updated Contract Schedule or fragnet schedule shall show completion at the earliest practical date.

University's Representative will timely review the updated Contract Schedule or Fragnet Schedule submitted by 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 the 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 the 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 the 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 the 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 the University's Representative in writing of the specific differing conditions before they are disturbed and before any affected Work is performed, and permit investigation of the conditions:

- .1 Subsurface or latent physical conditions at the site (including Hazardous Materials) which differ materially from those indicated in this Contract, or if not indicated in this Contract, in the Information Available to Bidders; or
- .2 Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.17.2 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 the 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, the 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 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 The University shall not be responsible for any Hazardous Material brought to the site by the Contractor.

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

3.19.3 If the 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, the University shall verify the presence or absence of the Hazardous Material reported by the Contractor, except as qualified under Section 3.19.1 and

3.19.3, and, in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the University. The Contract Time and Sum shall be extended appropriately as provided in Articles 7 and 8.

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

### **3.20 INFORMATION AVAILABLE TO BIDDERS**

3.20.1 Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

- .1 The information is made available for the convenience of Bidders and is not a part of the Contract.
- .2 The 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 the 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 the 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 The University shall not be liable or responsible for any accidents, loss, injury (including death) or damages happening or accruing during the term of the performance of the Work herein referred to or in connection therewith, to persons and/or property, and Contractor shall fully indemnify, defend and hold harmless University and protect University from and against the same as provided in paragraph 3.22.1 above. In addition to the liability imposed by law upon the Contractor for damage or injury (including death) to persons or property by reason of the negligence of the Contractor, its officers, agents, employees or Subcontractors, which liability is not impaired or otherwise affected hereby, the Contractor shall defend, indemnify, hold harmless, release and forever discharge the University, its officers, employees, and agents from and against and waive any and all responsibility of same for every expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any negligent act, omission, or willful misconduct of the Contractor, its officers, agents, employees, or any of its Subcontractors, or anyone directly or indirectly employed by either of them or from the condition of the premises or any part of the premises while in control of the 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 the University shall indemnify and hold harmless the 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 the 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 informational requested by the University Representative pursuant to Article 4.2.3.3.

#### 4.2.3 Change Order Request:

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

- .1 the Change Order Request includes compensation sought by a Subcontractor; AND
- .2 the Contractor requests in writing to the 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 the University's Representative.

4.2.3.2 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 the Contractor requests an adjustment to the Contract Sum or other monetary relief, the 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 the Contractor submitted the Change Order Request unless additional time is allowed by the University's Representative.

4.2.3.3 Upon request of University's Representative, 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 the University's Representative, who may require such actual cost records to be submitted and reviewed, on a daily basis, by the University's Representative and/or representatives of the University's Representative.
- .2 If 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. The University may, but is not obligated to, grant a time extension on the basis of a fragnet alone which, by its nature, is not a complete schedule analysis. If deemed appropriate by University 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 the University's Representative for the purpose of evaluating the Change Order Request, which shall be submitted by the deadline established by the University's Representative.

4.2.4 University's Representative will make a decision on a Change Order Request, within a reasonable time, after receipt of a Change Order Request. In the event the Change Order Request is submitted

pursuant to Article 8.4.1, the University's Representative shall promptly review and accept or reject it within thirty (30) days. A final decision is any decision on a Change Order Request which states that it is final. If University's Representative issues a final decision denying a Change Order Request in whole or in part, 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 the 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. The University's Representative's failure to issue a decision within the 30-day period shall be treated as the issuance, on the last day of the 30-day period, of a final decision to deny the Change Order Request in its entirety.

### 4.3 CLAIMS

4.3.1 The term "Claim" means a written demand or assertion by 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 the University's Representative, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged Extra Work on a daily basis). The cost breakdown must include an itemization of costs for i) labor including names, classifications, regular hours and overtime hours worked, dates worked, and other pertinent information; ii) materials stored or incorporated in the work including invoices, purchase orders, location of materials either stored or incorporated into the work, dates materials were transported to the project or incorporated into the work, and other pertinent information; and iii) itemization of machinery and equipment including make, model, hours of use, dates of use and equipment rental rates of any rented equipment.

- .2 If the Claim involves an extension of the Contract Time, written documentation demonstrating the 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 the 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 the University's Representative within such time period, the time period for submission of the Claim shall be extended by the number of days specified in writing by the University's Representative where the Claim includes compensation sought by a Subcontractor and the 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 the University, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.

#### **4.5 DECISION OF UNIVERSITY'S REPRESENTATIVE ON CLAIMS**

4.5.1 University's Representative will timely review Claims submitted by 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. The University's Representative's decision on a Claim or dispute will include a statement substantially as follows:

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

4.5.2 If either 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 the University's Representative's decision on a Claim, Disputing Party shall have the right, within 120 days after a Notice of Completion, or a Notice of Cessation, as applicable, is filed for the Contract, to make a demand for arbitration in accordance with Article 4.7. 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 the University's Representative's decision on said Claim becoming final and binding and not subject to appeal or challenge. If the Disputing Party makes a timely demand for arbitration, and the amount of the Claim in question, when combined with all other Claims, if any, which are the subject of previously filed demands for arbitration that have not been resolved by settlement or arbitration award, is \$100,000 or more, then the other party may elect to litigate all such Claims by filing a written notice with the 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 the University's Responsible Administrator as the representative

of the responding party and the Office of the General Counsel as counsel for the responding party. The demand shall be filed with the AAA and shall not be deemed to have been made until all applicable fees have been paid to the AAA by the demanding party. Copies of the demand and attachments shall be sent to University's Responsible Administrator as the representative of the responding party and the University's Office of General Counsel as attorney for the responding party, at the addresses set forth in the Project Directory, at the time the demand for arbitration is initiated with the AAA.

4.7.2 Except as modified by this Article 4.7, arbitration shall be 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 the University's right to assert the counterclaim in litigation or other proceeding.

#### **4.8 WAIVER**

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

4.8.2 The 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 the Contractor' signature, where the 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 the University that orders the 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 the 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 the Contractor demonstrates that the costs are both reasonable and actually incurred, if such costs have been incurred):

- .1 Straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .2 Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
- .3 Overtime wages or salaries, specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites

- off the Project site, incurred as a result of the performance of the Extra Work.
- .4 Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by University's Representative, for employees employed at the Project site, or at fabrication sites off the Project site, incurred as a result of the performance of the Extra Work.
  - .5 Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by University's Representative. Such costs shall be charged at the lowest price available to the 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 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .3 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .4 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's Representative) to perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of the 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 the 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 the 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 the 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 The Contractor shall not exceed the University's estimate of adjustment to Contract Sum or Contract Time without prior written notification to the University's Representative.
  - .2 If the 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 the 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 the 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 the Contractor concerning whether the Work is extra.

#### **7.5 VARIATION IN QUANTITY OF UNIT PRICE WORK**



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

## **7.6 WAIVER**

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

7.6.2 The 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 the 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 the 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 the Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay is likely to have an impact on the critical path of the Project, (even if the Contractor has not yet been delayed when the Contractor discovers or reasonably should discover the critical path impact of the act, error, omission or unforeseen condition giving rise to the delay) the 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 the 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 The University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .7 The University's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .8 The failure of the University (including the University acting through its consultants, Design Professionals, Separate Contractors or the University's representative) to perform any Contract obligation unless such failure is due to Contractor's default or misconduct.
  - .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



- .2 weather, less than one half day of critical path work is performed by Contractor; and 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 the University is buying the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

- .1 To order changes in the Work, regardless of the extent and number of changes, including without limitation:
  - .1 Changes to correct errors or omissions, if any, in the Contract Documents.
  - .2 Changes resulting from the University's decision to change the scope of the Work subsequent to execution of the Contract.
  - .3 Changes due to unforeseen conditions.
- .2 To suspend the Work or any part thereof.
- .3 To delay the Work, including without limitation, delays resulting from the failure of the University or the University's Representative to timely perform any Contract obligation and delays for University's convenience.

## **8.6 WAIVER**

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

8.6.2 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 the 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 the 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.
- .14 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. The 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 the University has taken Beneficial Occupancy for that portion of the Work or



- has issued a Certificate of Substantial Completion with respect to the entire Project.
- .6 University will pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
  - .7 University will pay all utility costs which arise out of the Beneficial Occupancy.
  - .8 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 the 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 the University's Representative determines that the Work is not substantially completed the 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, the 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 the University's Building Official, the University's Representative will prepare a Certificate of Substantial Completion on University's form as contained in the Exhibits, which, when signed by University, shall establish the date of Substantial Completion and the responsibilities of University and Contractor for security, maintenance, utilities, insurance, and damage to the Work. The University's Representative will prepare and furnish to the 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 the University.

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

9.7.5 The daily rate included in the Agreement and specifically identified as the rate to be paid to 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 the University's standard builder's risk property insurance policy is available at the University's Facility office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Contract. Contractor agrees that the University's provision of its standard builder's risk property insurance policy meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance. The proceeds under such insurance policies taken out by University insuring the Work and materials will be payable to University and 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, its 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 the 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 not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy) because of habit, local custom, or otherwise. All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or University's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- .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 journeyperson 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 journeyworkers 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 journeyworkers 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 journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

#### **14.6 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.

#### **15.10 MUTUAL DUTY TO MITIGATE**

15.10.1 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.









**SUPPLEMENTARY CONDITIONS**

**1. 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:

Minimum Requirement

11.1.2.1	Commercial Form General Liability Insurance- Limits of Liability	
	Each Occurrence-Combined Single Limit for Bodily Injury and Property	<u>\$1,000,000</u>
	Products-Completed Operations Aggregate	<u>\$5,000,000</u>
	Personal and Advertising Injury	<u>\$1,000,000</u>
	General Aggregate	<u>\$5,000,000</u>
11.1.2.2	Business Automobile Liability Insurance-Limits of Liability	
	Each Accident-Combined Single Limit for Bodily Injury and Property Damage	<u>\$1,000,000</u>

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

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

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 the University;



- .2 sixty (60) days after the date a Certificate of Occupancy for a part of the Project issued by the 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 the University in any Notice of Completion issued by the University.

**2. MODIFICATION OF 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



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**EXHIBITS**

Exhibit 01	Certificate of Insurance
Exhibit 02	Payment Bond
Exhibit 03	Performance Bond
Exhibit 04	Application For Payment
Exhibit 05a	Selection of Retention Options
Exhibit 05b	Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention
Exhibit 06	Submittal Schedule
Exhibit 07	Cost Proposal
Exhibit 08	Field Order
Exhibit 09	Change Order
Exhibit 10	Conditional Waiver and Release Upon Progress Payment
Exhibit 11	Unconditional Waiver and Release Upon Progress Payment
Exhibit 12	Summary of Builder's Risk Insurance Policy
Exhibit 13	Self-Certification
Exhibit 14	Report of Subcontractor Information
Exhibit 15	Final Distribution of Contract Dollars
Exhibit 16	Certificate of Substantial Completion
Exhibit 17	General Contractor Claim Certification
Exhibit 18	Subcontractor Claim Certification
Exhibit 19	Conditional Waiver and Release Upon Final Payment
Exhibit 20	Unconditional Waiver and Release Upon Final Payment
Exhibit 21	Facility Tenant Improvement and Building Repair Guidelines
Exhibit 22	Payment Application Checklist
Exhibit 23	Retention Release Checklist
Exhibit 24	Notice To Proceed Template
Exhibit 25	Facility Green/Sustainability Requirements
Exhibit 26	Contractors Daily Log







# 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):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> <small>GENL</small> AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <small>Y/N</small> <b>(Mandatory in NH)</b> <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> 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: <i>UCLA RE Asset Management Department          University of California, Los Angeles          10920 Wilshire Boulevard, Suite 815          Los Angeles, California 90024</i>	The undersigned certifies that he/she is authorized to sign this certificate and that <u>the Special Provisions described herein have been made a part of the policy(ies) shown above.</u> _____ <small>AUTHORIZED REPRESENTATIVE</small>
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**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: UCLA 100 Medical Plaza Suite 550 Tenant Improvements  
Project #: 20100519-55-12**

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

NOW, THEREFORE, we, the undersigned Principal and

\_\_\_\_\_  
as Surety, are held and firmly bound unto The Regents in the sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 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 this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.



Principal: \_\_\_\_\_

(Name of Firm)

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

(Signature)

\_\_\_\_\_

(Printed Name)

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



Surety: \_\_\_\_\_

(Name of Firm)

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

(Signature)

\_\_\_\_\_

(Printed Name)

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

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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





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 \_\_\_\_\_, 20\_\_\_, (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

**Project Name: UCLA 100 Medical Plaza Suite 550 Tenant Improvements**  
**Project #: PROJECT # 20100519-55-12**

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 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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: Danny Kaye

FROM CONTRACTOR: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 PROJECT NUMBER: \_\_\_\_\_ UCLA PO#: \_\_\_\_\_  
 FACILITY: Los Angeles \_\_\_\_\_  
 CONTRACT DATE: \_\_\_\_\_  
 APPLICATION DATE: \_\_\_\_\_

<u>CHANGE ORDER SUMMARY:</u>	<u>Additions</u>	<u>Deductions</u>
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)		\$ _____

\*Pursuant to Article 9.2.2 of the General Conditions.



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 NUMBER: \_\_\_\_\_  
 FACILITY: \_\_\_\_\_  
 CONTRACT DATE: \_\_\_\_\_

APPLICATION NUMBER: \_\_\_\_\_  
 APPLICATION DATE: \_\_\_\_\_  
 PERIOD TO: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

SCHEDULE 1

TO

APPLICATION FOR PAYMENT

COST BREAKDOWN

A	B DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM	C	D	E TOTAL AMOUNT COMPLETED TO DATE (C x D)	F TOTAL AMOUNT COMPLETED ON PRIOR APPLICATION FOR PAYMENT	G AMOUNT OF THIS APPLICATION (E - F)	H RETENTION (5% x E)



PROJECT NAME: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
APPLICATION NUMBER: \_\_\_\_\_

SCHEDULE 2  
TO  
APPLICATION FOR PAYMENT

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

As of \_\_\_\_\_, 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 No. \_\_\_\_\_ with \_\_\_\_\_  
(Escrow Agent)

is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

\_\_\_\_\_  
(Escrow Agent)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

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



PROJECT NAME: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
APPLICATION NUMBER: \_\_\_\_\_

SCHEDULE 3  
TO  
APPLICATION FOR PAYMENT

LIST OF SUBCONTRACTORS

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

<u>Name of Subcontractor</u>	<u>Subcontracted Work Activity</u>	<u>Date Work Activity Completed</u>
------------------------------	--	---

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_



PROJECT NAME: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
APPLICATION NUMBER: \_\_\_\_\_

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**

I (we): \_\_\_\_\_  
(Contractor)

SELECT OPTION 1 \_\_\_\_\_ Check here for Option 1

University will withhold retention

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 into the Escrow Account.

\_\_\_\_\_  
(Type of security to be purchased)

An Escrow Account will be opened with\*\*:

\_\_\_\_\_  
(Name of state or federally chartered bank in California)

whose address is:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, County)

\_\_\_\_\_  
(State, Zip Code)

On Behalf of Contractor\*

On Behalf of University  
Acknowledged and Approved

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

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



RETURN THIS AGREEMENT SIGNED BY CONTRACTOR AND ESCROW AGENT TO:  
UNIVERSITY OF CALIFORNIA, Los Angeles, RE Asset Management Department, 10920 Wilshire Boulevard, Suite  
815, Los Angeles, California 90024

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, 300 Lakeside  
Drive, Oakland, California 94612-3550, 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 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—\_\_\_\_\_  
(Facility); 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.

On behalf of University:

1. \_\_\_\_\_  
(Name)

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

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

2. \_\_\_\_\_  
(Name)

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

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

On behalf of Contractor:

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)

Escrow Agent:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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



Contractor:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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



**SUBMITTAL SCHEDULE**

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Facility: University of California of California, Los Angeles

Contract Date: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Specification 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 No.: \_\_\_\_\_

University of California, Los Angeles

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 Article 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)

Received: \_\_\_\_\_  
(University's Representative)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



COST PROPOSAL SUMMARY

Change Order Request No.: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

University of California, Los Angeles

		(1)	(2)	(3)	(4)
		Contractor	1st Tier Subs	2nd & Lower Tier Subs	Total
ACTUAL COSTS	1. Straight Time Wages/Salaries - Labor				
	2. Fringe Benefits and Payroll Taxes - Labor				
	3. Overtime Wages/Salaries - Labor				
	4. Fringe Benefits and Payroll Taxes - Overtime				
	5. Materials and Consumable Items				
	6. Sales Taxes (On line 5)				
	7. Rental Charges				
	8. Royalties				
	9. Permits				
	10.Total Direct Expense (Sum of lines 1-9)				
	11. Insurance & Bonds (up to 2% of line 10)				
CONTRACT-OR 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				

Actual Costs are taken 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**

Contractor/Subcontractor Name: \_\_\_\_\_

Change Order Request No.: \_

Work Activity: \_\_\_\_\_

**University of California, Los Angeles**

COST ITEM	DESCRIPTION	COST <sup>(1)</sup>
	1. Straight Time Wages/Salaries -- Labor	
	2. Fringe Benefits and Payroll Taxes -- Labor:      % of line 1	
	3. Overtime Wages/Salaries - Labor (Attach University Representative's written authorization)	
ACTUAL COSTS	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) <sup>(2)</sup>

\_\_\_\_\_  
 (Signature) <sup>(3)</sup>

\_\_\_\_\_  
 (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**

University of California Facility: Los Angeles

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:

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

By: \_\_\_\_\_  
(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**

University of California Facility: Los Angeles

CHANGE ORDER NO. \_\_\_\_\_ Reference Field Order No.

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:**

By: \_\_\_\_\_  
(Signature of University's Representative)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

**Accepted:**

By: \_\_\_\_\_  
(Contractor Signature)

\_\_\_\_\_  
(Printed Contractor Name)

Date: \_\_\_\_\_

**Reviewed and Recommended**

By: \_\_\_\_\_  
(Signature of University's Designated Administrator)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

**Funds Sufficient:**

By: \_\_\_\_\_  
(Signature from University's Accounting Office)

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

**Approved:**

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_



**CONDITIONAL WAIVER AND  
RELEASE ON PROGRESS PAYMENT**

Exhibit 09

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: UCLA 100 Medical Plaza Suite 550 Tenant Improvements

Project #: 20100519-55-12  
(Facility and 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 # \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)





**UNCONDITIONAL WAIVER AND  
RELEASE ON PROGRESS PAYMENT**

**Exhibit 11**

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: UCLA 100 Medical Plaza Suite 550 Tenant Improvements

Project #: 20100519-55-12  
(Facility and 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  
(Date)

release 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 #           

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Name)

(Title)

\_\_\_\_\_



**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
MASTER BUILDERS RISK PROGRAM**

**COVERAGE SUMMARY**

*This document summarizes the Builder's Risk policy and is not intended to reflect all the terms and 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 listed policy is subject to all the terms, exclusions and conditions of such policy.*

**INSURANCE COMPANY:** Lexington Insurance Company

**BEST'S RATING:** A+ XV

**NAMED INSURED:** The Regents of the University of California

**INSURING AGREEMENT**

1. This Policy, subject to the terms, exclusions, limitations and conditions; insures against all risk of direct physical loss or damage to property insured while at the location of the Insured Project (as fully described in the contract documents), while in offsite storage or while in transit, all within the policy territory and occurring during the term of this policy.

**LIMITS OF LIABILITY**

1. **SCHEDULE OF LIMITS**

This Company shall be liable for the actual contract value, as specified in the Project Certificate (sample attached) of all individual Insured Projects insured hereunder, but not exceeding the limits and sublimits set forth below:

A. Limit of Liability:

- \$100,000,000 physical damage or loss to covered property at the site of each individual Insured Project.
- \$25,000,000 Joisted Masonry. Projects exceeding \$25,000,000 require advance approval.
- \$10,000,000 Wood Frame. Projects exceeding \$10,000,000 require advance approval.



*NOTE: This limit of liability will correspond with the estimated total construction cost as indicated on the original application. The limit of liability will not be increased until the University's Representative has notified Aon Risk Services of any increase in the total construction cost.*

B. Sublimits of Liability:

1. \$ 250,000 Decontamination and Clean-up Expense
2. \$1,000,000 Demolition and Increased Cost of Construction
3. \$1,000,000 Expediting Expense any one location
4. \$2,500,000 Off-site Storage at any one location
5. \$2,500,000 Property in Transit on any one conveyance
6. \$ 250,000 Valuable Papers and Records including Plans, Blueprints, Drawings, Renderings, Specifications or Other Contract Documents, Models, EDP Media, EDP Systems,
7. \$10,000,000 Interior Water Damage in any one occurrence



## TERMS AND CONDITIONS

### 1. 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. In respect to Joint Ventures, the Named Insured's percentage interest is included. If the Named Insured is responsible for such insurance as provided herein, and to the extent the full contract value is declared, then this policy will include the interests of Joint Venture partners for their respective percentage share(s)..

### 2. ADDITIONAL INSUREDS

To the extent required by any contract or subcontract for the 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.

### 3. ATTACHMENT/TERMINATION

Applicable to the Master Policy in effect from 12:01 AM, September 1, 2005 until 12:01 AM, September 1, 2008, Insured Project coverage will apply at the Project start date noted in the Project Certificate issued and continuing in full force and effect as specified by the estimated Completion Date in the Project Certificate and/or the contract.

**NOTIFICATION OF COVERAGE/TERMINATION:** *If construction is not completed on time and coverage beyond the original expiration date is required, prior notification must be given by the University Representative to Aon Risk Services.*

### 4. DEDUCTIBLE

\$25,000 each OCCURRENCE for ALL OTHER PERILS (AOP)  
\$100,000 each OCCURRENCE for INTERIOR WATER DAMAGE

**NOTE:** *The contractor shall be responsible for the deductible amount.*





## EXCLUSIONS

### PROPERTY EXCLUDED

This Policy does not insure:

1. Land and land values and the value of cut, fill and backfill materials existing at the project site prior to project commencement. To the extent included estimated total contract value declared for premium purposes, the value of fill and backfill materials purchased for use in the completion of the project is not excluded. Notwithstanding the foregoing, labor and material charges incurred to move, remove, place or otherwise handle cut, fill and backfill materials, whether insured or uninsured in the foregoing, are covered to the extent such charges are included in the estimated total contract value declared for premium purposes.
2. Contractor's tools machinery, plant and equipment, including spare parts and accessories, whether owned, loaned, borrowed, hired or leased, and property of a similar nature not destined to become a permanent part of the completed Insured Project unless the value of the same is declared under a Project Certificate and additional premium is paid at rates, terms and conditions to be agreed; construction plant, tools and equipment, unless the value of same is reported to the Company, endorsed hereon and additional premium is paid at a rate to be agreed;
3. Vehicles or equipment licensed for highway use, watercraft or aircraft;
4. Water, animals of any kind, standing timber, and growing crops.
5. Accounts, bills, currency, stamps, deeds, evidence of debt, checks, money, securities, precious metals, precious stones or other property of a similar nature;
6. EXISTING PROPERTY at the site of the Insured Project;
7. Property located at other than the location of the Insured Project, except that which is in-transit or temporary storage.
8. Prototype, developmental or used machinery and equipment but only as to damage while undergoing any form of Hot Testing, commissioning or startup unless specifically endorsed to the policy.
9. Transmission and distribution lines upon energization at the completion of testing;
10. Any property located at a site, which stores, processes, handles or makes use of radioactive materials unless reported to and accepted by the Company. The foregoing shall not apply to locations or property making use of radioactive isotopes contained within equipment used for diagnostic or testing purposes

### EXCLUDED CAUSES OF LOSS

1. Consequential loss, damage or expense of any kind or description including but not limited to loss of market or delay, liquidated damages, performance penalties, penalties for



non-completion, delay in completion, or non compliance with contract conditions, whether caused by a peril insured or otherwise

2. Faulty or defective workmanship, materials, supplies, or design
3. Error, omission or deficiency in design, plans, specifications, engineering or surveying
4. War
5. Nuclear reaction or radiation or radioactive contamination however caused
6. Unexplained disappearance, shortage or other loss discovered upon taking inventory.
7. Loss, damage costs, expenses, fines or penalties at the order of any government agency
8. Any form of fungus, however caused, including but not limited to yeast, mold, mildew, smut, mushrooms, spores or any substance, product or byproduct produced by, released by or arising as a consequence of the past or current existence of fungus. This includes, but is not limited to the cost to remediate the presence or effects of any of the foregoing shall also be excluded.
9. The actual, alleged or threatened release, discharge, escape or dispersal of Contaminants or Pollutants
10. Asbestos Hazard
11. Loss or damage covered under any written or implied guarantee or warranty by any manufacturer or supplier
12. Cessation of work, whether total or partial.
13. Normal subsidence, settling, cracking, expansion, contraction or shrinkage of walls, floors, ceilings, buildings, foundations, patios, walkways, driveways or pavements
14. Infestation, disease, freeze, drought and hail, weight of ice or snow or any damage caused by insects, vermin, rodents or animals but only as respects to Trees, Plants, Shrubs and Landscaping.
15. Erosion of graded or planted finish or rough grades which results from normal precipitation
16. Loss, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of electronic data, operating systems, micro processors, or computers.
17. Flood as defined herein. However if fire, explosion, or leakage from FIRE PROTECTIVE EQUIPMENT ensues, then this policy insurers only such ensuing loss or damage
18. Earthquake as defined herein. However if fire, explosion, or leakage from FIRE PROTECTIVE EQUIPMENT ensues, then this policy insurers only such ensuing loss or damage



## EXTENSIONS OF COVERAGE

### 1. TRANSIT:

Subject to the sublimit, coverage applies with respect to property insured from the commencement of loading at the original point of shipment anywhere within the policy territory until completion of unloading at the location of Insured Project, including shipments on inland or coastal waters but excluding ocean marine shipments. To the extent others are responsible for loss or damage to property insured while in transit under terms F.O.B. to a designated location or recipient, this extension of coverage will apply excess thereof and shall not contribute thereto.

The Insured agrees to keep records of all shipments insured hereunder and make them available to the Company upon request.

This coverage shall be void if the Insured enters into any special agreement with carriers releasing them from their common law or statutory liability or agreeing that this insurance shall in any way inure to the benefit of such carriers, however, the Insured may, without prejudice to this coverage, accept such bills of lading, receipts, or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of property insured.

### 2. OFFSITE STORAGE:

Subject to the sublimit, coverage applies with respect to property insured anywhere within the policy territory but excluding such property while in the course of manufacturing or processing at a manufacturer's or supplier's site or while in transit. To the extent others are responsible for loss or damage to covered property while in offsite storage, this extension of coverage will apply excess thereof and shall not contribute thereto.

### 3. EXPEDITING EXPENSE:

Subject to the sublimit, this Policy shall pay for reasonable wages for overtime, night work, and work on public holidays and extra costs of express freight or other rapid means of transportation which are necessary to make temporary repairs and to expedite the permanent repair or replacement of the property insured when damaged by an peril insured, but only to the extent such is necessary to continue as nearly as practicable the normal operation of the work in progress.

### 4. ORDINANCE OR LAW / DEMOLITION AND INCREASED COST OF CONSTRUCTION:

Subject to the sublimit, in the event of insured loss or damage under this policy that causes the enforcement of any law or ordinance in effect at the time of loss that regulates the repair, rebuilding or re-construction of the damaged portions of the Insured Project, then to the extent required by such enforcement of any law or ordinance, the Company shall be liable for:

A. Cost of demolishing undamaged parts of the Insured Project including cost of clearing the site.



- B. The value of such undamaged part of the facility which must be demolished;
- C. Increased cost of repair, rebuilding or re-construction of the damaged portions of the Insured Project on the same premises for the same use but not exceeding like height, floor area, style, material and limited to the minimum requirements of the law or ordinance.

With respect to coverage provided by Paragraph B., it is further understood and agreed that the Company shall not be liable for any loss, unless and until the damaged or destroyed building(s) or structure(s) is actually rebuilt or replaced on the same premises with due diligence and dispatch and in no event, unless repair or replacement is completed within two (2) years after the destruction or damage or within such further time as the Company may allow, in writing, during the two (2) years.

The following costs are not payable hereunder:

- A. Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any law or ordinance regulating asbestos material or CONTAMINANTS OR POLLUTANTS\*;
  - B. Cost of any governmental direction or request declaring that asbestos material present in, part of or utilized on any undamaged portion of insured property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.
  - C. Cost of compliance with the enforcement of any law or ordinance which an Insured would have otherwise incurred by nature of such law or ordinance in the absence of any loss or damage covered by this policy.
5. **CLEAN UP OF CONTAMINANTS OR POLLUTANTS\***:

Subject to the sublimit, the Company will pay for the necessary and reasonable expenses actually incurred by the Insured to cleanup and remove CONTAMINANTS OR POLLUTANTS\* from land or water confined to the INSURED PROJECT if the discharge, dispersal, seepage, migration, release or escape of the CONTAMINANTS OR POLLUTANTS\* is directly caused by insured physical loss of or damage to property insured which occurs during the term of this policy.

It is a condition precedent to recovery under this extension of coverage, that the Company shall have paid or agreed to pay for direct physical loss or damage to Insured Property hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of debris removal or cost to clean up not later than twelve (12) months after the date of such loss or damage.

6. **FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES:**

Subject to the sublimit, when property insured is destroyed or damaged by a peril insured, this Policy shall cover:





A. Fire brigade charges and other extinguishing expenses for which the Insured may be assessed;

B. Loss of fire extinguishing materials expended in fighting fire;

7. **PLANS, BLUEPRINTS, DRAWINGS, ETC:**

Subject to the sublimit, this Policy is extended to cover direct physical loss of or damage to plans, blueprints, drawings, renderings, specifications or other contract documents and models while at the Insured Project.

8. **TREES, PLANTS, SHRUBS AND LANDSCAPING:**

This Policy is extended to cover direct physical loss of or damage to trees, plants, shrubs and landscaping materials which are located at the Insured Project, the value of which have been included in the estimated Total Company Value reported to the Company, however, liability for such shall not exceed \$ 1,000 any one item;

9. **DEBRIS REMOVAL:**

Subject to the sublimit, in the event of direct physical loss or damage insured against and occurring during the term of this Policy, the Company will pay the following necessary and reasonable costs:

- A. costs to remove debris being a part of the property insured from the location of the Insured Project; and / or
- B. cost of cleanup at the Insured Project made necessary as a result of such direct physical loss or damage.

The Company will not pay the expense or cost to extract CONTAMINANTS OR POLLUTANTS\* from debris, or to remove, restore, or replace contaminated or polluted land or water. Nor will the Company pay to remove or transport property or debris to a site for storage or decontamination required because the property or debris is affected by CONTAMINANTS OR POLLUTANTS\*, whether or not such removal, transport or decontamination is required by law, ordinance or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid, or agreed to pay, for direct physical loss or damage to the property insured, unless such payment is precluded solely by the operation of any deductible, and that the Insured shall give written notice to the Company of intent to claim for cost of debris removal or cost to cleanup not later than (12) twelve months after the date of such physical loss or damage.



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## SELECTED GENERAL CONDITIONS

### 1. IN CASE OF LOSS

#### A. Notice of OCCURRENCE:

The Insured will, as soon as practicable, after notifying the University Representative and the University's Chief Risk Officer, report in writing to the Company every OCCURRENCE that may give rise to a claim under this Policy.

#### B. Proof of Loss:

The Insured will as soon as practicable, file with the Company a signed and sworn detailed proof of loss.

#### C. Payment of Loss:

All adjusted claims will be due and payable no later than thirty days after presentation and acceptance of proof of loss by this Company or its appointed representative.

#### D. Partial Payment of Loss:

In the event of a loss insured by this policy, it is understood and agreed that the Company will make partial payments of claims subject to the policy provisions and the normal policy adjustment provisions.

### 2. RECOVERY OR SALVAGE

Any recovery or salvage will apply as if recovered or received prior to the loss settlement and the loss will be readjustment accordingly, except for:

- A. proceeds from subrogation and other insurance recovered or received after a loss settlement under this policy;
- B. any recovery from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company.

### 3. VALUATION

At the time and place of loss, the basis of adjustment of a claim, unless otherwise endorsed herein, shall be as follows:

- A. Property Under Construction – The cost to repair or replace the property lost or damaged at the time and place of loss with material of like kind and quality less betterment, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract; if not so replaced then loss shall be settled on the basis of ACTUAL CASH VALUE with proper deduction for depreciation.



- B. Property of Others (Including Items Supplied by the Owner) – The cost to repair or replace the property lost or damaged with material of like kind and quality including contractor's charges incurred prior to loss and related to such property, if any, less betterment, or the property owner's cost, whichever is less.
- C. Temporary Works – The actual cash value of the lost or damaged property valued as of the time and place of loss.
- D. Valuable Papers and Records - The cost to reproduce the property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material;
- 1. Installed Trees and Shrubs - The cost to replace with property of like kind, quality and size plus the proper proportion of labor expended if such damage occurs after installation.

4. PROTECTION OF PROPERTY

The Named Insured will take reasonable steps to protect, recover or save the property insured and minimize any further or potential loss or damage when:

- A. The property insured has sustained direct physical loss or damage by an insured peril; or
- B. The property insured is in imminent danger of sustaining direct physical loss or damage by the perils of:
  - 1. WINDSTORM or other related perils, but only when the potential for the same to occur has been forecasted by the National Weather Service;
  - 2. Fire;



## 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:

A condition of inundation of normally dry areas, including dewatered areas, that results from;

- A. The rising or overflow of inland or tidal waters;
- B. The unusual and rapid accumulation or runoff of surface waters.
- C. Mudslides (mudflows) which are caused by flooding as defined in subparagraph B above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current;

The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in flooding as defined in A above.

2. CONTAMINANTS OR POLLUTANTS:

Any material which after its release can cause or threaten damage to human health or human welfare or which can cause or threaten damage, deterioration, loss of value, marketability or loss of use to property insured hereunder as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the US Environmental Protection Agency.

3. EARTHQUAKE:

All land movement due to seismic activity, including but not limited to shocks, tremors, volcanic action, earth rising or shifting, landslide, subsidence, sinkhole, rockfall and tsunami.

4. FIRE PROTECTION SYSTEMS:

Tanks, water mains, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but excluding:

- A. branch piping from a joint system where such branches are used entirely for purposes other than fire protection.
- B. any underground water mains or appurtenances located outside of the described premises and forming part of the public water distributing system.
- C. Any pond or reservoir in which the water is impounded by a dam

5. OCCURRENCE:

Any one loss, disaster, casualty, accident, incident, or a series of one or more of the foregoing arise out of a single event or originating cause during the Policy term and including all resultant or concomitant losses wherever located with the following exceptions:

With the exception of strikes, riots, civil commotion and vandalism or EARTHQUAKE\*, FLOOD\* and WINDSTORM\*, OCCURRENCE\* means any one loss, disaster, casualty, accident, incident, or a series of one or more of the foregoing arising out of a single event or originating cause during the Policy term and including all resultant or concomitant losses wherever located.

6. WINDSTORM:

A named atmospheric disturbance accompanied by wind, rain, hail, tornado or any combination of the foregoing and including any resulting flood, tidal or wave action.

7. PROJECT CERTIFICATE

A certificate of insurance (sample attached) evidencing coverage under the Policy of individual Insured Project(s).





**SAMPLE ONLY**

**Lexington Insurance Company**

**CERTIFICATE OF INSURANCE**

**CERTIFICATE PERIOD** \_\_\_\_\_ to \_\_\_\_\_ **CERTIFICATE NUMBER** **IM 0001 - 00**

This Certificate follows terms and conditions of **LEXINGTON INSURANCE COMPANY** Policy **IM 7477530 - 00**

This certificate neither affirmatively nor negatively amends, extends or alters the coverage, limits, terms or conditions of the Master policy unless expressly stated herein.

<b>NAMED INSURED</b> (include address)	The Regents of The University of California and/or their construction managers, contractors, subcontractors, as their interests may appear 1111 Franklin Street, 10 <sup>th</sup> Floor Oakland, CA 94607-5200	<b>PREMIUM \$</b>		<b>ANNUAL RATE</b>			
		Builders Risk			/ \$100		
<b>ADDITIONAL INSURED</b> (include address)	The Regents of The University of California, its approved General Contractor, Construction Manager, and/or Subcontractor of any tier, whose contract with The Regents of The University of California provides for Builder's Risk coverage	Delay In Completion			/ \$100		
		Hot Testing / Month			/ \$100		
		Earthquake			/ \$100		
		Flood			/ \$100		
		Windstorm / Month			/ \$100		
		Damage To Existing Property			/ \$100		
		Ordinance & Law / Demo & ICC			/ \$100		
		Transit			/ \$100		
		Offsite Storage			/ \$100		
		Expediting Expense			/ \$100		
		Fire Dept. Service Charges			/ \$100		
		Plans, Blueprints & Models			/ \$100		
		Terrorism			/ \$100		
		<b>LOSS PAYEE</b> (include address)	N/A = Not Applicable				
<b>MORTGAGEE</b> (include address)	Not Applicable						
<b>PROJECT LOCATION</b> (include address)	UC Campus Address: Project Name & Number Prime Contractor						
<b>PROJECT DESCRIPTION</b> (Structural type, size, material, occupancy, etc.)  (If renovation or rehab, be specific)							
<b>COVERAGE</b> (Place X in all applicable coverage blocks)	<b>All Risk</b>	<b>Hot Testing</b>	<b>Contractor's Wrap Around</b>	<b>Delay In Completion</b>	<b>Damage To Existing Property</b>	<b>Ordinance &amp; Law / Demo &amp; ICC</b>	<b>Terrorism</b>



CERTIFICATE NUMBER: IM \_\_\_\_\_ - 00

**SAMPLE ONLY**

**STANDARD COVERAGE TERMS**

(Coverage shall only apply under this Certificate to those individual Limits, Sub-limits and Aggregate Limits for which a value is entered below)

<b>LIMIT OF LIABILITY</b>	\$	* Any One <b>OCCURRENCE*</b> During The Certificate Period
<b>SUB-LIMITS OF LIABILITY</b> (Sublimits per <b>OCCURRENCE*</b> except Delay In Completion as Certificate Aggregate)	\$	<u>See Above</u> Physical Damage To Insured Property
	\$	<u>Excluded</u> Delay In Completion (see coverage terms below for specific sublimits)
	\$	<u>2,500,000</u> Physical Damage To Property In Transit - Any One Conveyance
	\$	<u>2,500,000</u> Physical Damage To Property In Offsite Storage - Any One Location
	\$	<u>1,000,000</u> Expediting Expense
	\$	<u>250,000</u> Fire Brigade Charges & Extinguishing Expenses
	\$	<u>250,000</u> Physical Damage To Plans, Blueprints, Drawings, Renderings, Specifications Or Other Contract Documents And Models At The Insured Project
	\$	<u>1,000,000</u> Ordinance Or Law / Demolition & Increased Cost of Construction
	\$	<u>Excluded</u> Damage To Existing Property
		<u>25.0%</u>
<b>ANNUAL AGGREGATES</b> (Aggregate limits apply to each annual period within this Certificate beginning on the Certificate inception date)	\$	<u>Excluded</u> Caused By, Resulting From, Contributed To Or Aggravated By The Peril Of <b>EARTHQUAKE*</b>
	\$	<u>Excluded</u> Caused By, Resulting From, Contributed To Or Aggravated By The Peril Of <b>COASTAL WINDSTORM*</b>
	\$	<u>Excluded</u> Caused By, Resulting From, Contributed To Or Aggravated By The Peril Of <b>FLOOD*</b>
<b>DEDUCTIBLES</b> (Deductibles apply per <b>OCCURRENCE*</b> ) (When % is entered, the % is applied against the total insured physical damage values at risk at the time and place of loss subject to the dollar minimum)	\$	<u>25,000*</u> Physical Damage, Except
	\$	<u>Excluded</u> % <b>EARTHQUAKE*</b>
	\$	<u>Excluded</u> % <b>COASTAL WINDSTORM*</b>
	\$	<u>Excluded</u> % <b>FLOOD*</b>
	\$	<u>Excluded</u> Hot Testing
		<u>Excluded</u> Calendar Day Deductible Period – Delay In Completion - Standard Coverage
	<u>Excluded</u> Calendar Day Deductible Period – Delay In Completion - Optional Coverage	

**DELAY IN COMPLETION COVERAGE TERMS**

(Coverage for Delay In Completion shall only apply under this Certificate when this section is completed in its entirety)

<b>NAMED INSURED &amp; BUSINESS ADDRESS</b>	Not Applicable		
<b>ANTICIPATED DATE OF COMPLETION*</b>	N/A	<b>PERIOD OF INDEMNITY*</b>	N/A Calendar Days
<b>Subject to individual Certificate Aggregate sublimits shown below, the total Certificate Aggregate limit for which the Company shall be liable is</b>		\$	N/A
<b>CERTIFICATE AGGREGATE SUB-LIMITS OF LIABILITY</b>	Loss Of Gross Earnings	\$	<u>N/A</u>
	Loss Of Rental Income	\$	<u>N/A</u>
	Soft Costs / Additional Expense	\$	<u>N/A</u>
When a Certificate Aggregate Sub-limit is entered for Soft Costs / Additional Expense above, coverage shall be further limited to the individual Certificate Aggregate Sub-limits entered to the right	Interim Interest Expense	\$	<u>N/A</u>
	Realty Taxes / Ground Rents	\$	<u>N/A</u>
	Advertising Expense	\$	<u>N/A</u>
	Commission Expense	\$	<u>N/A</u>
	Architect / Engineer Fees	\$	<u>N/A</u>
	Project Administration Expense	\$	<u>N/A</u>
	Legal / Accounting Fees	\$	<u>N/A</u>
	Insurance Premiums	\$	<u>N/A</u>
		\$	<u>          </u>
		\$	<u>          </u>



CERTIFICATE NUMBER: IM \_\_\_\_\_ - 00

**SAMPLE ONLY**

**HOT TESTING PERIOD TERMS**

(If an X is entered in the coverage block on page one the following must be provided)

**HOT TESTING PERIOD:**   N/A   Days

**OTHER COVERAGE TERMS / CONDITIONS**

(Identify other terms and conditions below that apply to this Certificate)

- \* An Interior Water Damage Sublimit of \$10,000,000 is applicable to all projects on a per occurrence basis.
- \* A Deductible of \$100,000 is applicable to the Interior Water Damage Sublimit on a per occurrence basis

Countersigned at: \_\_\_\_\_

Dated: \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_



EXHIBIT 13

**SELF-CERTIFICATION**

For the Contractor and each Subcontractor indicated on the Report of Subcontractor Information, the following must be completed.

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

\_\_\_\_\_  
(Initial, if applicable) **Small Business Enterprise (SBE)** - an independently owned and operated concern certified, or certifiable, as small business by the Federal Small Business Administration (SBA). (Size standards by Standard Industrial Classification codes required by the Federal Acquisition Regulations, Section 19.102, may be found at [www.sba.gov/size](http://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 <a href="http://www.sba.gov/size">www.sba.gov/size</a>

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











**EXHIBIT 16  
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

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 {NAME} on {MONTH} {DAY}, {YEAR}.

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

In accordance with the Contract Documents, Contractor is notified 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 {NUMBER} 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)

cc: Office of Risk Management





**EXHIBIT 17**

**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 18**

**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)



**CONDITIONAL WAIVER AND  
RELEASE UPON FINAL PAYMENT**  
**Exhibit 19**

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 and named

\_\_\_\_\_ University of California, Los Angeles

Project Name: UCLA 100 Medical Plaza Suite 550 Tenant Improvements

Project #: 20100519-55-12  
(Facility and Project Name)

to the following extent. This release covers the final payment for all 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 #           

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)



**UNCONDITIONAL WAIVER AND  
RELEASE ON FINAL PAYMENT**  
**Exhibit 20**

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: UCLA 100 Medical Plaza Suite 550 Tenant Improvements

Project #: 20100519-55-12  
(Facility and 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 #           

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)





## EXHIBIT 21

### TENANT IMPROVEMENT AND BUILDING REPAIR GUIDELINES FOR UCLA 100 MEDICAL PLAZA.

The rules and regulations outlined hereon take precedent on any directions or requirements found elsewhere within the contract documents. They have been specifically compiled for 100 Medical Plaza

#### **BUILDING MANAGEMENT CONTACT INFORMATION:**

The Regents of The University Of California  
UCLA RE Asset Management Department  
10920 Wilshire Boulevard, Suite 815  
Los Angeles, California 90024

Loana O'Reilly, Director of Asset Management  
Lisa Gotori-Koga, Operations Manager  
Kathleen Seiple, Senior Administrative Analyst  
Ramon Gonzalez, Chief Building Engineer

Phone: 310-794-0671  
Fax: 310-794-2517

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### **\*\* THIS DOCUMENT MUST BE POSTED AT THE JOBSITE BY THE GENERAL CONTRACTOR, FOR ALL PERSONNEL TO REVIEW \*\***

It is The Building Office desire to provide assistance during the construction process. Please consult us if you have any questions regarding specific requirements or issues. It has been our experience that we can be helpful in expediting your project if these guidelines are followed.

### **GENERAL CREW RULES**

1. All contractors, subcontractors, and their employees must sign in and out at the Security Console in the main lobby each time they come to the building.
2. All contractors, subcontractors, employees, and agents must work in harmony with, and shall not interfere with, any contractor or laborer employed by the University or by any other tenant or its contractors.
3. All workers performing work in adjacent tenant areas or entering adjacent tenant areas must be accompanied by an employee or agent of The Building Office.
4. Radios are not to be heard anywhere outside of the area where the work is performed. No radios are permitted if work is performed in an occupied suite.



5. Parking for workers is only available in the parking structure located on Gayley Avenue (Lot 1). Vehicles too large to fit in the parking structure (maximum height 6'10") must find alternative parking.
6. INSTRUCT YOUR ENTIRE CONSTRUCTION CREW THAT THEY MAY NOT PARK IN THE BUILDING GARAGE. There is no parking on the dock for smaller trucks or cars. Any additional vehicles that accompany a truck must park in the garage located off Gayley Avenue (parking lot 1) for the medical complex, but no loading or unloading of these vehicles is allowed, unless the work is done on the dock. Please note that the garage will not accommodate vehicles needing clearance higher than 6' 10".
7. The Building Office does not issue parking validations to workers or subcontractors. All Contractors staff and personnel and all Subcontractors and their personnel must pay for their own parking, no exceptions.

## **AFTER HOURS ACCESS**

1. After hours or early morning work has to be scheduled with The Building Office a minimum of 48 hours in advance of such work.
2. For after hours work (after 6:00 PM or before 7:00 AM), each contractor or subcontractor must submit a list of the names of their employees working in the building prior to the arrival time of any worker. Submit this list to The Building Office.

## **PLANNING**

1. Contractor shall follow all Building Rules and Regulations during construction.
2. All work shall be performed in accordance with Building Specifications.
3. Meetings with The Building Office representative, the Chief Engineer and general contractor's supervisor are to be scheduled, as necessary, usually weekly.
4. Any contractor working in the building will provide The Building Office with a list of their personnel including sub contractors a minimum of 48 hours before any such person works in the building.
5. Certificates of insurance are mandatory before work is started. Insurance requirements are specified in your contract. Any contractor or vender working in the building will supply The Building Office with a certificate of insurance at least 48 hours before beginning work in the building. Any contractor or material delivery person without proper notification or insurance will be denied access to the building.
6. All work schedules must be submitted to The Building Office so that all arrival dates and times can be put on the Security Calendar for access into the building.



7. All construction activity must be scheduled and approved by The Building Office before it can take place.
8. As soon as possible, architectural plans should be submitted so plumbing, electrical and air conditioning can be prepared and/or approved.
9. All plumbing, electrical and air conditioning plans and submittals must be submitted in a timely manner and approved by The Building Office and the Chief Engineer as well as the project mechanical engineer before commencement of work. The Building's Chief Engineer needs a minimum of one week to approve plans.
10. Any contractor design for network or hub rooms must include design and layout collaboration with the building engineer. Complete architectural, mechanical, electrical, and plumbing as-builts are required as part of the contractors close-out package.
11. The floor in which the tenant improvement work will be done is to be inspected by The Building Office or the Chief Engineer and the contractor's superintendent before work commences. Any damage in the public areas, including the freight elevator lobby and doors is to be noted during this inspection. The general contractor is responsible for any subsequently damaged areas, including the freight elevator lobby and doors.
12. If any shutdown of plumbing, electrical, sprinkler lines or air conditioning equipment becomes necessary, the contractor shall notify The Building Office and we will determine when such shutdown may be made. Any such shutdown shall be done only if an agent or employee of The Building Office is present.

## **NOISE & ODOR ISSUES**

### **NOISE**

1. Construction will not be allowed to interfere with the other tenants' reasonable right to the undisturbed use of their premises.
2. The use of power actuated tools, roto or demolition hammers or drills, or other unusually loud processes will not be allowed during the "Normal Business Hours" of Monday through Friday from 7 A.M. to 6:00 P.M, and on Saturday from 7:00 AM to 1:00 PM.
3. All core drilling and concrete cutting shall be performed between the hours of 6:00 PM and 6:00 AM.
4. The Building Office, Chief Engineer and the supervising contractor must be notified a minimum of 72 hours before coring in order to coordinate with any affected tenants. A Building Engineer must be on duty during coring.



5. All slab cores are to be x-rayed unless specified otherwise in writing by the Chief Engineer. The Building Office must be notified 72 hours in advance prior to any x-ray scheduling.
6. Empty conduits may be cored through as long as it is approved in advance by the building.
7. Any noise complaints by tenants of adjacent space areas are to be remedied immediately by the contractor or alteration operations are to cease until said noise is abated. Noisy work or work determined to impact tenants must occur after hours.
8. All demolition shall be done between the hours of 6:00 PM and 6:00 AM Monday through Friday or on the weekend. All debris from demolition must be removed between 5:00 PM and 9:00 PM. Monday through Friday and between 8:00 AM to 6:00 PM on Saturday. ***(Refer to paragraph on Cleaning and Protection requirements listed below.)***
9. All such materials shall be taken to the loading dock by use of the freight elevator and from there removed from the building through the loading dock.

#### **ODORS**

1. There will be no use of lacquer based products or other noxious or irritating products without specific written approval by The Building Office.
2. Any malodorous materials (such as clean-Sweep) are not to be present or noticeable during normal business hours.
3. Oil-based products may not be used during regular business hours.
4. Carpet and rubber base glue may not be used during regular business hours.
5. Painting may not be done during regular business hours.
6. Please consult the Building Office to schedule work using malodorous products.

#### **OTHER ISSUES**

1. If you are working on the ground floor and need to remove trash, the lobby floor must be protected.
2. Contractor shall not bring debris or material not related to this project to the Building.
3. Contractor shall submit a plan to Chief Engineer prior to any demolition activities.

## **LOADING DOCK, FREIGHT ELEVATOR USE, & STORAGE OF MATERIALS**





1. The loading dock for the building is accessed from Gayley Avenue, and is a common loading dock for 100, 200, and 300 Medical Plaza, as well as the Ronald Reagan UCLA Medical Center. All truck movement is controlled by The Dock Master and incoming trucks must be scheduled with the dock prior to showing up on site.
2. Trucks will be assigned a specific dock position by the Dock Master and all movers must follow the directions of the Dock Master. Please contact The Building Office at 310-794-0671 to make arrangements with the Dock Master.
3. Deliveries shall use the designated freight elevator and not the passenger elevators before 7am M-F or after 6pm.
4. No materials will be allowed to be delivered through the main lobby or stockpiled in public lobbies or corridors during delivery. While making any delivery of materials and during construction activities, the following protection must be supplied and used by delivery and construction personnel(s):
  - Glass Doors, Wood Doors, Elevator Doors and Marble Corners and Columns shall be wrapped and protected with cardboard or moving blankets during the delivery.
  - Masonite or an equal product will be placed on all flooring such as carpet, marble or granite floors along the path of travel before making delivery and shall be taped to allow safe passage by building occupants.
5. The freight elevator must be used when transporting tools and any construction materials in and out of the building. The normal operational hours are Monday through Friday 6:00 AM through 5:00 PM, and Saturday from 7:00 AM to 1:00 PM except when the freight elevator is being serviced. All freight elevator use must be pre-approved through The Building Office 48 hours in advance so that security can be scheduled to key access to the loading dock level
6. Storage of materials must be limited to the area under construction, unless other arrangements are made with The Building Office.

## **CLEANING OF CONSTRUCTION AREAS**

### **DUST CONTROL**

1. Contractors working in the building shall provide a dust control mat both outside and inside the main entrances of any area that is under construction. These mats shall be a minimum of 3 feet by 4 feet in size.
2. During dusty periods of construction these mats shall be kept damp and shall be kept clean with periodic vacuuming by a wet and dry vacuum supplied by general contractor must be utilized to mitigate the spreading of dust and debris outside



- the suite. This is above and beyond plastic floor sheeting that must also be cleaned and maintained on a regular basis.
3. In addition the general or supervising contractor shall be responsible for the periodic cleaning (at least 3 times daily), of all public areas adjoining their construction area.
  4. Prior to demolition, and during construction, Contractor shall install a suitable filter or filter system on the return air dampers to prevent and mitigate spread of dust and other airborne particles into areas outside of construction. Contractor shall replace these filters as necessary during construction and shall remove the filters or system at completion of work and construction activities
  5. A zippered visqueen barrier or dust-proof barricade must be installed adjacent to occupied spaces and kept maintained at all times.
  6. Door jambs are to be protected, and L.A.F.D.-approved plastic covering is to be placed over any wall covering.
  7. Carpet must be properly covered to avoid footprints.
  8. Contractors will provide for and pay all costs and expenses for cleaning the construction area and for any clean-up required in adjacent areas as a result of the construction work.
  9. Entry doors to construction areas will be kept closed at all times. Alterations to walls adjoining public areas shall not commence until new doors, frames and all other repair materials are on site. Once alterations are begun on Public Areas, they will be expeditiously completed with the drywall being applied and finished first to the side facing the Public Area so as to return that area to a finished condition as soon as possible.

#### **WORKPLACE SAFETY**

1. Contractor shall post a minimum 11"x17" sign on the exterior of all suite doors that Contractor is working in to indicate work is under construction and that access is limited.
2. Contractor shall submit this sign to The Building Office, for comment, prior to posting.
3. Contractors shall not block or interfere with public corridors or lobbies.
4. Power cords that must cross public areas shall be taped down or covered with mats similar to the dust mats described above.
5. Tools, ladders, or construction materials will not be left unattended in any public area.

#### **CLEAN UP**



1. All job sites will be cleaned daily of all construction debris. Trash carts shall be emptied at the end of the day so that no debris remains in the suite after work hours.
2. Debris left in the suites at the end of the working day may, (at The Building Office's Option), be cleaned up and removed by The Building Office and back-charged to the offending contractor.
3. The general contractor may **not** use the building's dumpsters. Please consult with The Building Office regarding procedures for roll-off bins. Our loading dock is very busy, so a roll-off bin may **not be in the dock except when absolutely necessary**. Trash must be picked up after 7:00 AM on weekdays.

## FIRE LIFE SAFETY ISSUES

1. Fire and life safety systems must remain active at all times during the project including during demolition. If it needs to be off line for more than a single workday, the contractor shall have to arrange their own fire watch or other approved methods.
2. Sprinkler lines must be filled daily by the end of the working day so as to keep a fully sprinklered suite else contractor will have to arrange their own fire watch. No sprinkler lines are to be relocated or modified without prior approval by the Fire Marshal.
3. No sprinkler pipes are to be installed directly under proprietary / stand alone air conditioning units.
4. All filling and draining of fire sprinkler lines or any fire/life safety procedures can start as early as 6:00 AM and must be completed by 5:00 PM weekdays.
5. A Building Engineer must be present at any fire/life safety procedure. A charge will apply if a staff member has to come in early or work late. The Building Office or the Chief engineer must be notified prior to any work or repair of this type.
6. Smoke detectors must be covered during demolition and dusty work and uncovered and cleaned at the end of each work day so system is fully functional.
7. A pre-test of fire/life safety must be performed with the Chief Engineer present before the actual test is scheduled. The test can start as early as 6:00 PM and must be completed by 7:00 AM.
8. The fire/life safety test must be completely passed and finalized before keys are issued or the move-in occurs. **There are no exceptions**. The Chief Engineer must be present. The test can start as early as 5:00 AM and must be completed by 7:00 AM.

## ELECTRICAL ISSUES



1. All new fluorescent fixtures must have electronic ballasts and fluorescent tubes must be T-8's or T-5's (for 2'x2' fixtures). Refer to the plans for light fixtures selected on the project.
2. All "J" boxes above the ceiling must be closed prior to sign off. Contractor must advise The Building Office if there are any existing open "J" boxes prior to starting electrical work.

## HVAC ISSUES

1. Any modifications to the building HVAC system need prior approval from The Building Office. All HVAC plumbing work must comply with the building and safety codes and in accordance with building specifications.
2. No light fixtures are to be installed directly under proprietary air conditioning units.

## OTHER ISSUES

1. All hardware must be Sargent Lock Company Brand and match the building standard. Please consult Chief Engineer for specifications during the submittal phase.
2. Any hardware, light fixtures, or any heating, ventilating or air conditioning devices in the premises which are removed and not reinstalled by the contractor, shall be stored as directed by The Building Office. No such removal may be made unless shown on the plans and specifications and/or approved by The Building Office.
3. All demolished copper lines  $\frac{1}{4}$ " or larger shall remain property of the building and handed over to the building engineer.

Thank you.

Loana O'Reilly  
Director  
UCLA Asset Management

Lisa Gotori-Koga  
Operations Manager  
UCLA Asset Management

Ramon Gonzalez  
Chief Building Engineer

UCLA RE Asset Management





**Payment Application Checklist for UCLA Wilshire Center - Long Form**

This form is provided to help Contractors and shall be submitted with each Application for Payment. If not submitted and complete, the payment application shall be returned.

Check if complete



1	<b>University format Application For Payment document (Exhibit 4).</b> Pages 1-6 completed with Original Signature on page 2. You CANNOT substitute a different format for any part of this pay app (e.g. cost breakdown).	
2	<b>University format Conditional Releases (Exhibit 11)</b> for general contractor and all subcontractors listed on page 5 of Pay App. Amount (\$) to be paid and date should correspond to the period indicated on Pay App. Original signature copies must be received before the next pay app can be processed but we can use Fax/email copies of releases to process the current pay app.	
3	<b>Certified payroll</b> for general contractor and all subcontractors listed on page 5 of Application For Payment. Email attachment and/or faxes are acceptable.	
4	<b>University format Unconditional Releases (Exhibit 12) *</b> for all subcontractors with conditional releases for the PREVIOUS Pay App. Amount (\$) to be paid and date should correspond to amount and period on conditional release from PREVIOUS Pay App. Original signatures are preferred but Fax/email copies of releases are acceptable.	

\* Unconditional Releases are not required for Application For Payment # 1.

Tips / Common Mistkes Make sure you list all subs you are billing for. Make sure releases are for the same period. Make sure you have the release and certified payroll for all subs.

Completed

Signed by:

\_\_\_\_\_

Firm:

\_\_\_\_\_

Date:

\_\_\_\_\_



**Release of Retention Checklist for UCLA Wilshire Center - Long Form**

This form is provided to help Contractors and shall be submitted with all the items below in order to release retention for a project. If not submitted or complete, retention will not be released.

*Check if complete*



1	<b>University format Unconditional Releases (Exhibit 12)</b> for general contractor and all subcontractors with conditional releases for the FINAL Pay App. Amount (\$) to be paid and date should correspond to amount and period on conditional release from FINAL Pay App. Original signatures are preferred but Fax/email copies of releases are acceptable.	
2	<b>University format Self Certification (Exhibit 14)</b> for general contractor and all subcontractors/material suppliers that were listed/paid on any of the pay apps for this project. Original signature copies are required before retention can be released.	
3	<b>University format Final Distribution of Contract Dollars (Exhibit 17)</b> for contractor and all subcontractors. The total amount should equal the full amount of the contract including all change orders.	
4	<b>Close Out package</b> for project which includes Guarantees from contractor and subcontractors, As-builts, Original building inspection card, etc.)	

Completed

Signed by:

\_\_\_\_\_

Firm:

\_\_\_\_\_

Date:

\_\_\_\_\_



**NOTICE TO PROCEED**

**DAY, DATE**

**CONTRACTOR'S NAME  
ADDRESS  
CITY, STATE ZIP**

Project #: 20100519-55-12  
Project Title: UCLA 100 Medical Plaza Suite 550 Tenant Improvements  
Location: UCLA 100 Medical Plaza  
Amount of contract: **NTE or AMOUNT**  
UCLA PO#: **PO#**  
Contract Date: **DATE UCLA COUNTERSIGNED**

This letter will serve as your notice to proceed per the Contract for the above referenced project. Work will commence on **DAY, DATE** and be fully completed within the Contract Time of **NUMBER OF DAYS (# days)** calendar days thereafter. Your contract completion date is therefore **DAY, DATE**.

The contract provides for the sum of **AMOUNT** as liquidated damages for each consecutive calendar day after the above-established contract completion date that work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **AMOUNT** per day.

---

Loana O'Reilly-Rosenblatt  
Director  
RE UCLA Asset Management



## EXHIBIT 25 – GREEN / SUSTAINABILITY REQUIREMENTS

Introduction:

Where applicable (other than item #1 which is mandatory);

1. Contractor shall use a waste disposal service that will certify on a weekly or monthly basis, that 75% minimum construction waste material will be diverted from landfills. The general contractor may **not** use the building's dumpsters. Contractor is responsible for providing manifests on a monthly basis.
2. Contractor shall encourage care pooling from all subs and employees.
3. Contractor shall have a recycling program within jobsite trailer for waste / recyclable materials.
4. Contractor shall provide and comply with an indoor air quality program, as used in the USGBC LEED program. i.e.: all ductwork delivered on site must be sealed both ends and also upon installation; painting must be completed before carpet is installed, building must be flushed with 100% make-up air prior to FF&E and ensure MERV 13 filters are installed over the ductwork etc.
5. Contractor is encouraged to submit sustainable, cost effective alternates wherever possible, for Owner consideration.
6. Contractor and subs shall attempt to obtain all materials within a 500 mile radius.
7. Refer to bid alternates for "green alternatives" requested.
8. Contractor shall ensure suitable commissioning / training of all mechanical and electrical equipment

This Waste Management specification defines a process by which UCLA Wilshire Center can substantiate the flow and dispensation of construction waste. It may be necessary to review and modify other technical sections of the Specifications in order to fully comply with this process.

In most California cities the local waste management infrastructure is well established and can support aggressive construction waste diversion. In previous years, a 75% diversion of construction waste from area landfills was considered aggressive. Recent experiences indicate that an 85% diversion is easily manageable and therefore recommended for the U.S project. It is hoped the contractor can achieve higher percentages than 85%. The California Waste Management Board offers a wide array of services and incentives. [www.ciwmb.ca.gov](http://www.ciwmb.ca.gov)

The issue of cost is always an important factor when implementing a waste management program. Some contractors may, as a general rule, practice waste management as a means of recouping costs. It is important to use this Waste Management section as a tool to audit those practices. If a contractor does not practice construction waste management, there is always the argument that this program adds cost to the project. Realistically, U.S pays the additional overhead regardless of whether the monetary benefits of recycling are returned to U.S or retained by the contractor.

This Waste Management specification is developed to be a *balance* between the practicality of waste disposal and the affordability of a responsible waste management program. Modify this specification as necessary to meet specific Project requirements.

**The limits of this requirement are that the Contractor shall comply with diversion of 75% of waste material from the Wilshire Center and provide documentation as evidence. Waste management companies provide evidence of such efforts. If Contractor makes no effort to comply with Section 01524, University shall take this as non compliance of Contract Documents and seek appropriate remedies.**





PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Project shall include proactive measures for waste management participation by all parties of the Contract.
  - 1. The purpose of this program is to ensure that all diligent means are employed during the course of the Project to pursue practical and economically feasible waste management and recycling options.
  - 2. Waste disposal sent to landfills shall be minimized.
- B. This Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous waste.
  - 2. Recycling non-hazardous waste.
  - 3. Disposing of non-hazardous waste.
- C. Related Sections include the following:
  - 1. Division 1 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.
  - 2. Division 2 Section "Building Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements,
  - 3. Division 2 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.
  - 4. Division 4 Section "Unit Masonry Assemblies" for disposal requirements for masonry waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste and packaging resulting from construction, remodeling, renovation, or repair operations.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Hazardous waste: Any material or byproduct of construction that is regulated by the Environmental Protection Agency and that may not be disposed in any landfill or other waste end-source without adherence to applicable laws.
- E. Landfill: Any public or private business involved in the practice of trash disposal.
- F. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.



- G. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- H. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
- I. Trash: Any product or material unable to be returned, reused, recycled or salvaged.
- J. Waste: Any material that has reached the end of its intended use. Waste includes salvageable, returnable and reusable material.
- K. Waste Management Plan: A project-related plan for the collection, transportation and disposal of the waste generated at the construction site.

#### 1.4 PERFORMANCE GOALS

- A. Salvage/Recycle Goals: U.S goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible including the following materials:

- 1. Demolition Waste:
  - a. Asphaltic concrete paving.
  - b. Concrete.
  - c. Concrete reinforcing steel.
  - d. Brick.
  - e. Concrete masonry units.
  - f. Wood studs.
  - g. Wood joists.
  - h. Plywood and oriented strand board.
  - i. Wood paneling.
  - j. Wood trim.
  - k. Structural and miscellaneous steel.
  - l. Rough hardware.
  - m. Roofing.
  - n. Insulation.
  - o. Doors and frames.
  - p. Door hardware.
  - q. Windows.
  - r. Glazing.
  - s. Metal studs.
  - t. Gypsum board.
  - u. Acoustical tile and panels.
  - v. Carpet.
  - w. Carpet pad.
  - x. Demountable partitions.
  - y. Equipment.
  - z. Cabinets.
  - aa. Plumbing fixtures.
  - bb. Piping.
  - cc. Supports and hangers.
  - dd. Valves.
  - ee. Sprinklers.
  - ff. Mechanical equipment.
  - gg. Refrigerants.
  - hh. Electrical conduit.
  - ii. Copper wiring.



- jj. Lighting fixtures.
- kk. Lamps.
- ll. Ballasts.
- mm. Electrical devices.
- nn. Switchgear and panelboards.
- oo. Transformers.
- pp. <Insert other materials required.>

2. Construction Waste:

- a. Site-clearing waste.
- b. Masonry and CMU.
- c. Lumber.
- d. Wood sheet materials.
- e. Wood trim.
- f. Metals.
- g. Roofing.
- h. Insulation.
- i. Carpet and pad.
- j. Gypsum board.
- k. Piping.
- l. Electrical conduit.
- m. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan within 30 days of date established for the Notice to Proceed.
- B. Waste Reduction Progress Reports: Concurrent with each Applications for Payment approximately 33%, 67% and Substantial Completion, submit 3 copies of report that includes the following information:
  - 1. Material category.
  - 2. Total quantity of waste per category in tons.
  - 3. Quantity of waste salvaged.
  - 4. Quantity of waste recycled.
  - 5. Total quantity of waste recovered (salvaged plus recycled) in tons.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.



- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

#### 1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

#### 1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. Include separate sections in plan for demolition and construction waste.
- B. Waste Identification: Indicate anticipated types of demolition, site-clearing and construction waste generated by the Work.
- C. Waste Reduction Work Plan: List each type of waste as salvaged, recycled or disposed in landfill or incinerator.
  - 1. Salvaged Materials for Reuse: Describe methods for preparing salvaged materials before incorporation into the Work for materials that will be salvaged and reused in this Project.
  - 2. Salvaged Materials for Sale: Include list buyers of materials that will be sold.
  - 3. Salvaged Materials for Donation: Include list of individuals and organizations receiving donated materials.
  - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept.
  - 5. Disposed Materials: Indicate how and where materials will be disposed.
  - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

- 1.8 PROGRAM PROFITS: All profits from recycling of construction waste and demolition waste shall be granted to the Contractor.





PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by OCPS. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, training, monitoring and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to all Sub-Contractors, material suppliers and other concerned parties.
  - 2. Distribute waste management plan as work first begins on-site. Review plan procedures and locations established for salvage, recycling and disposal.
- D. Separation Facilities
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated and sold. Define specific areas to facilitate separation of materials for recycling, salvage, reuse and return.
  - 2. Maintain recycle and waste bins areas in an orderly manner, clearly marked to avoid inter-mixing materials.
  - 3. Store hazardous materials in secure areas.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning.
  - 3. Store and protect items from damage until installation.
  - 4. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for sale and donation shall not be permitted to remain on Project site.
- C. Designated salvaged Items for OCPS future use:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.



3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade and shape stockpiles to drain surface water.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste off OCPS property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- B. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products and treated wood materials.
- C. Metals: Separate metals by type.
- D. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- E. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- F. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location. Separate suspension system, trim, and other metals from panels and tile and sort with other metals
- G. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips. Store clean, dry carpet in a closed container or trailer provided by carpet recycler.
- H. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- I. Plumbing Fixtures: Separate by type and size.
- J. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- K. Lighting Fixtures: Separate lamps by type and protect from breakage. Refer to OCPS Design Guideline DGM 16511.
- L. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers and other devices by type.



- M. Conduit: Reduce conduit to straight lengths and store by type and size.

### 3.5 RECYCLING CONSTRUCTION WASTE

#### A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

- B. Site-Clearing Wastes: Chip brush, branches and trees. Comply with requirements in Division 2 Section "Exterior Plants" for use of chipped organic waste as organic mulch.

#### C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose in landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- B. Hazardous wastes shall be separated, stored and disposed in accordance with local and EPA regulations

- C. Burning: Do not burn waste materials.



**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)