



**CONSTRUCTION DOCUMENTS
FOR**

**XXXXXXX RESEARCH AND
EXTENSION CENTER**

**UNIVERSITY OF CALIFORNIA, Agriculture and Natural
Resources**

DATE

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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, {Facility Name}

whose address for notices is: {Department}
University of California, {Facility Name}
{Street Address}
{City, State, Zip}

and Contractor: {Name}

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

for the Project: {Project Name}
University of California
{Facility, County}
{City, State, Zip}

University's Responsible Administrator: {Name & Title }

University's Representative is: {Name & Title}
{Department}

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

Contract Documents for the Work Prepared by: {Name}
{Street Address}
{City, State, Zip}

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 {INSERT NUMBER FROM BID FORM} 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 { NUMBER } 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 {\$AMOUNT IN FIGURES} 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 {\$AMOUNT IN FIGURES} 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.

Project Name: { }

Project No.: { }

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

CONTRACTOR:

UNIVERSITY:

(Name of Firm)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

{FACILITY}

a _____
(Type of Organization)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(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 PROJECT SITE

The term “Project Site” or “Project site” or “Site” or “site” means lands and facilities upon which the Work pertaining to physical construction operations is performed, including such access and other lands and facilities designated in the Contract Documents for use by Contractor.

1.1.28 SEPARATE CONTRACTOR

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

1.1.29 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

See Article 3.12 of the General Conditions.

1.1.30 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.

1.1.31 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.

1.1.32 SUBSTANTIAL COMPLETION

See Article 9.7 of the General Conditions.

1.1.33 SUPERINTENDENT

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

1.1.34 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.

1.1.35 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.

1.1.36 UNILATERAL CHANGE ORDER.

See Article 7.2 of the General Conditions.

1.1.37 UNIVERSITY

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

1.1.38 UNIVERSITY'S BUILDING OFFICIAL

The term "University's Building Official," or "Certified 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.

1.1.39 UNIVERSITY'S REPRESENTATIVE

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

1.1.40 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.

1.1.41 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 & KEY PERSONNEL

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.

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

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, SAMPLES, AND ENVIRONMENTAL PRODUCT DECLARATIONS

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.
- .4 Environmental Product Declarations are those documents and other submissions required to be furnished by Contractor or a Subcontractor pursuant to California Public Contract Code Section 3500 et seq., the Buy Clean California Act (BCCA), as further described in Article 3.12.9 below.

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.

1.12.8 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.

1.12.9 Environmental Product Declarations

3.12.9.1 Contractor on construction contracts \$1,000,000 and above shall comply with California Public Contract Code Section 3500 et seq., the Buy Clean California Act ("BCCA").

3.12.9.2 Compliance with the BCCA and this Article applies to all Eligible Materials for the Project.

[See Supplementary Conditions](#)

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 with all the provisions of the Contract, including those set forth in Articles 4, 7 and 8, to an adjustment of the Contract Sum and/or Contract Time, for the cost and delay resulting from implementing the changes to the design. Except as provided in this Article 3.18.3, or as may be expressly provided otherwise in the Contract, there shall be no adjustment of the Contract Sum and/or Contract Time as a result of concealed, unforeseen or unknown conditions or events. .

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

3.19 HAZARDOUS MATERIALS

3.19.1 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 exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or Information Available to Bidders; or (ii) brought to the site by Contractor. 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 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 information 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 4.4.

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 Articles 4.5, 4.6, and 4.7.
- .4 Claims respecting stop payment 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 Articles 4.2.4 and 4.2.5.

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 workers' 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 an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate or litigate a Claim. Contractor specifically agrees to assert no Claims via an informal conference, mediation, 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 45 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, unless, upon receipt of a Claim, Contractor and University mutually agree to extend the time periods provided herein, or unless otherwise extended by law. The decision of University's Representative will be final and binding unless appealed in accordance with Articles 4.5.2, 4.6, and 4.7. The University's Representative's decision on a Claim or dispute will include a written statement both identifying all disputed and undisputed portions of the Claim and substantially including the following:

"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 demand in writing an informal conference to meet and confer for settlement of any remaining issues in dispute, following which, if still dissatisfied, you may demand in writing a further resolution via nonbinding mediation, after which you 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, then, within 30 days after the decision of University's Representative on the Claim, 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, such party (the "Disputing Party") must provide written notice demanding an informal conference to meet and confer. University shall schedule the conference within 30 days upon receipt of the notice demanding an informal conference. The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Contract by negotiation at the conference.

4.6 MEDIATION

4.6.1 Within 10 business days following the informal conference to meet and confer stated in Article 4.5.2, if the Claim or any portion of the Claim remains in dispute, the University shall provide a written statement identifying the disputed and undisputed portions of the Claim. Within 30 days of receipt of the statement, if either Contractor or University disputes any portion of the Claim, then the Disputing Party must provide written notice to the non-disputing party demanding non-binding mediation. The Contractor and the University shall share the associated costs equally and shall mutually agree to a mediator within 10 business days. If the

parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim, with each party bearing the fees and costs of its respective mediator. Mediation shall include, but not be limited to, neutral evaluation, a dispute review board, or other negotiation or evaluation through an independent third party or board. The Contractor and the University may mutually agree to waive any individual mediation in writing and proceed to arbitration or litigation pursuant to this Contract.

4.7 LITIGATION AND ARBITRATION

4.7.1 Either party may 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 mediation pursuant to Article 4.6.1, or, if the parties mutually agreed in writing to waive mediation, within 30 days after the agreement is signed by both parties.

4.7.2 If a notice of election to arbitrate or litigate is not given by either party within 30 days pursuant to Article 4.7.1, University's Representative's decision on the Claim will be final and binding and not subject to appeal or challenge.

4.7.3 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 the American Arbitration Association ("AAA") shall result in the University's Representative's decision on said Claim becoming final and binding and not subject to appeal or challenge. If the Disputing Party makes a timely demand for arbitration, and the amount of the Claim in question, when combined with all other Claims, if any, which are the subject of previously filed demands for arbitration that have not been resolved by settlement or arbitration award, is \$100,000 or more, then the other party may elect to litigate all such Claims by filing a written notice with the "AAA" within 30 days after its receipt of notice from the 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 the 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.

4.7.4 A demand for arbitration pursuant to Article 4.7.3 shall include a copy of the Claim presented to University's Representative pursuant to Article 4.4, a copy of the decision of University's Representative pursuant to Article 4.5, if any, a copy of the University's written statement identifying the portion of the Claim that remained in dispute following the informal conference pursuant to Article 4.6.1, and a summary of the remaining portions of the Claim in dispute. 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.

4.7.5 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 at 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 4.7.5.2. and 4.7.5.3 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, the 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. The 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 the 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.

4.7.6 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.

4.7.7 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.

4.7.8 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.

4.8 WAIVER

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

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.

7.3.4.1 For Work added by Change order, 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%.

7.3.4.2 For Work deleted by Change Order, the Contractor Fee shall be computed as follows:

- .1 Five (5%) of the cost of that portion of the Deleted Work to be performed by the prime contractor with its own forces.

- .2 Five (5%) 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 10%.
- .3 Five (5%) 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 15%.

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, plus Contractor Fee as defined in 7.3.4.2 and 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 weather, less than one half day of critical path work is performed by Contractor; and
 - .2 the day must be identified in the Contract Schedule as a scheduled work day.

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

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

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

8.5 COMPENSATION FOR DELAY

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

8.5.2 By signing the Agreement, the parties agree that 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 payment 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 payment 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 payment 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 Confirmation of Certifications, as applicable.
- .14 Failure to provide a Final Distribution of Contract Dollars with final Application for Payment.
- .15 Any other failure of Contractor to perform its obligations under the Contract Documents.

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

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

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

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

ESCROW

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

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

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by Contractor, University, and Escrow Agent of an Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits. 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.

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, 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. University will file a Notice of Completion within 15 days after Final Completion. After receipt of the final Application For Payment, if University's Representative determines that Final Completion has occurred, University's Representative will issue the final Certificate For Payment.

9.8.2 Final payment and retention shall be released to 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 GENERAL LIABILITY INSURANCE subject to terms no less broad than the Insurance Services Office's (ISO) form CG 0001 (2004 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, 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. There shall be no limitations or exclusions of coverage beyond those contained in the standard ISO form CG 0001 (2004 or later edition). 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. Contractor shall continue to maintain Products/Completed Operations liability insurance coverage for a minimum completed operations period of 10 year(s) or the applicable Statute of Repose as provided by the law of the jurisdiction where the project is located as shown in the policy(ies), whichever is less. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required minimum coverage limits and the requirement to provide the University with coverage as an additional insured for completed operations as specified under this Article 11.1 and the Supplementary Conditions.
- .2 BUSINESS AUTOMOBILE LIABILITY INSURANCE subject to terms no less broad than the Insurance Services Office's (ISO) form CA 0001 (1990 or later edition), or a substitute form providing coverage at least as broad as the ISO form specified, covering owned, hired, leased, and non-owned automobiles used by or on behalf of Insured, and providing liability insurance for bodily injury and property damage arising from the use or operation of such auto(s) with a minimum combined single limit of not less than \$1,000,000 per accident. The minimum limits required may be satisfied by combination of primary and umbrella/excess policies. The Commercial Automobile Liability Insurance shall be provided by Contractor for all on site and off site Work.
- .3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required by Federal and State of California law. 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 Contractor's Certificates of Insurance, executed by a duly authorized representative of each broker of record or each insurer 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 prior to the commencement of Work by the Contractor. 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 The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor's General Liability insurance for and relating to the Work to be performed by the Contractor and Subcontractors. Additional Insured provision or endorsement shall be at least as broad as the CG 20 07 04 in combination with the CG 20 37 07 04 (or earlier versions of CG 20 10 and CG 20 37 or Form B - CG 20 10 11 85 by itself), as published by Insurance Services Offices (ISO) and shall be included with Certificates of Insurance. The additional insured requirement shall not apply to Worker's Compensation and Employer's Liability insurance.

Further, the amount of insurance available to the University shall be for the full amount of the loss up to the available policy limits and shall not be limited to any minimum requirements stated in the Contract Documents.

- .2 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.
- .3 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 including those provisions noted under DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES section of the Certificate of Insurance Exhibit by including an endorsement to its Certificate of Insurance form covering those noted provisions exactly as they 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 \$300,000 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 on the date of Final Completion recited in a Notice of Completion filed pursuant to Article 9.8.1. Should a Notice of Completion be filed more than 10 days after the date of Final Completion, the date of Final Completion recited in the Notice of Completion will govern.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 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 provide equal treatment to, and shall not willfully discriminate against or allow harassment of any employee or applicant for employment on the basis of: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). Contractor will also take affirmative action to ensure that any such employee or applicant for employment is not discriminated against on any of the bases identified above. Such equal treatment shall apply, but not be limited to the following: employment; upgrade; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that qualified applicants will receive consideration for employment without regard to: race; color; religion; sex; age; ancestry; national origin; sexual orientation; physical or mental disability; veteran's status; medical condition (as defined in Section 12926 of the State of California Government Code and including cancer-related medical conditions and or genetic characteristics); genetic information (as defined in the Genetic Information Nondiscrimination Act of 2008 and including family medical history); marital status; gender identity, pregnancy, or citizenship (within the limits imposed by law or University's policy) or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994). For purposes of this provision: (1) "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth; and (2) "Service in the uniformed services" includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.
- .2 Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by University or any appropriate agency of the State of California designated by University for the purposes of investigation to ascertain compliance with this Article 14.2. The outcome of the investigation may result in the following:
 - .1 A finding of willful violation of the provisions of this Contract or of the Fair Employment Practices Act may be regarded by University as (1) a basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of Contractor for future contracts.
 - .2 University may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that Contractor has violated the Fair Employment Practices Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.
 - .3 Upon receipt of such written notice from the Fair Employment Practices Commission, University may notify Contractor that, unless it demonstrates to the satisfaction of University within a stated period that the violation has been corrected, Contractor's bids on future projects will not be considered.
 - .4 Contractor agrees that, should University determine that Contractor has not

complied with this Article 14.2, Contractor shall forfeit to University, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 14.3 for violation of prevailing wage rates. Such penalty amounts may be recovered from Contractor; and University may deduct any such penalty amounts from the Contract Sum.

- .5 Nothing contained in this Article 14.2 shall be construed in any manner so as to prevent University from pursuing any other remedies that may be available at law.
- .6 Contractor shall meet the following standards for compliance and provide University with satisfactory evidence of such compliance upon University's request, which shall be evaluated in each case by University:
 - .1 Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
 - .2 Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).
 - .3 Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, nonminority women, and minority men shall be available and given an equal opportunity for employment.
 - .4 Contractor shall notify University of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract.
- .7 Contractor shall include the provisions of the foregoing Articles 14.2.3.2.1 through 14.2.3.2.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

14.3 PREVAILING WAGE RATES

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

14.3.2 Contractor shall comply and shall ensure that all Subcontractors comply with prevailing wage law pursuant to the State of California Labor Code, including but not limited to Section 1720 et seq. of the State of California Labor Code. Compliance with these sections is required by this Contract. The Work under this Contract is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations.

14.3.3 The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality in which the Work is to be performed for each craft, classification, or type of worker required to perform the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal facility office and will be made available to any interested party upon request. Contractor shall post a copy of the general prevailing per diem wage rates as well as job site notices as prescribed by regulation at the job site. By this reference, such schedule is made part of the Contract Documents. 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 \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Work done by 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 1742 of the California Labor Code.

14.4 PAYROLL RECORDS

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

14.4.2 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, \$100 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Contract Sum.

14.5 APPRENTICES

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

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

14.5.3 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft

or trade at which the apprentice is employed, and shall be employed only at the 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.

14.7 BUY CLEAN CALIFORNIA ACT

14.7.1 The Buy Clean California Act (BCCA) requires the Department of General Services (DGS) to establish and publish the maximum acceptable Global Warming Potential (GWP) on "eligible materials", as described in Public Contract Code 3500 et seq.. As of July 1, 2022, the Contractor shall not install any eligible materials on the project until the Contractor submits a facility-specific

Environmental Product Declaration for that material that meets the published GWP requirements.**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 METHODS OF DELIVERY FOR SPECIFIED DOCUMENTS

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

- .1 Contractor Notices of election to litigate or arbitrate;
- .2 Written demand for an informal conference to meet and confer pursuant to Article 4.5;
- .3 University's written statement identifying remaining disputes following informal conference pursuant to Article 4.6;
- .4 Written demand for non-binding mediation pursuant to Article 4.6;
- .5 Contractor claims pursuant to Article 4.3;
- .6 Contractor notices of conditions pursuant to Articles 3.17, 3.18, or 3.19;
- .7 University's notices of Contractor's failure to perform and/or correct defective work pursuant to Articles 4.1.6, 12.2 and 13.2.3;
- .8 University's notice to stop work pursuant to Article 2.3.1;
- .9 Notices of termination or suspension pursuant to Article 13.

15.8.2 Delivery methods for documents specified in Article 15.8.1:

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

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

15.9 TIME OF THE ESSENCE

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

15.10 MUTUAL DUTY TO MITIGATE

15.10.1 University and 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.

15.11 UC FAIR WAGE

Contractor shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$15 per hour) and shall comply with all applicable federal, state and local working condition requirements.

15.12 EXECUTION OF AGREEMENT

15.12.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed via a digital signature process and shall have the same force and effect as the use of a manual signature. The University reserves the right to reject any digital signature unless it is unique to the person using it, capable of verification, created by public key cryptography or signature dynamics, and meets all requirements of California Government Code § 16.5 and California Code of Regulations 22000 through 22005.

SUPPLEMENTARY CONDITIONS

1. MODIFICATION OF ARTICLE 8 – CONTRACT TIME

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

Example 1 {If facility elects to specify days on a monthly basis}

January - 6 days

February - 6 days, etc.

Example 2 {If facility elects to specify a total number of days for the entire project}

Total Number of days – 27 days

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

1. 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 General Liability Insurance-Limits of Liability

Each Occurrence-Combined Single Limit for Bodily Injury and Property

\$ AMOUNT

Products-Completed Operations Aggregate

\$ AMOUNT

Personal and Advertising Injury

\$ AMOUNT

General Aggregate

\$ AMOUNT

11.1.2.2 Business Automobile Liability Insurance-Limits of Liability

Each Accident-Combined Single Limit for Bodily Injury and Property Damage

\$ AMOUNT

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

2. The following article is added to the General Conditions pursuant to Article 11.1.1.1:

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

CONTRACTOR'S POLLUTION LIABILITY - Limits of Liability	Minimum Requirement
Each Loss	{\$AMOUNT}
Policy Aggregate	{\$AMOUNT}

Such CPL insurance shall, by endorsement to the policies, also include the following:

- .1 The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.
- .2 As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Contractor and/or Subcontractor waives all rights of recovery by subrogation against University, University's Representative, University's Representative's consultants, their respective officers, agents, or employees.
- .3 Except with respect to the limits of insurance, Contractor and Subcontractor required insurance shall apply separately to each insured or additional insured.
- .4 Coverage for Emergency Response Costs, with a 72-hour minimum time frame.
- .5 Coverage for Crisis Management, Public Relations Management or Equivalent.
- .6 Coverage for Mold and Fungi.
- .7 Coverage for transportation of hazardous materials.
- .8 Coverage for non-owned hazardous material disposal sites.

If coverage is provided on an Occurrence form, Contractor and/or Subcontractor shall maintain and show evidence of coverage while Work involving hazardous materials is being completed, to include Completed Operations liability coverage for a minimum period of ten (10) years or the applicable Statute of Repose as provided by the law of the jurisdiction where the project is located as shown in the policy(ies), whichever is less. If coverage is provided on a Claims-Made form, Contractor and/or Subcontractor shall maintain and show evidence of coverage while Work involving hazardous materials is being completed, to include a ten (10)-year Extended Reporting Period from the completion of contracted services.

Coverage must extend to Transportation and Hauling of hazardous materials. The University shall require a copy of the policy endorsement noting extension of Transportation coverage. If this extension of coverage is not provided under the Contractor's or applicable Subcontractor's Contractor's Pollution Liability, then the Contractor/Subcontractor shall also be required to show evidence of the following under its Business Auto policy:

COMMERCIAL AUTO - Combined Single Limit per Accident of: {\$AMOUNT}

Covering Transportation and/or Hauling and/or Disposing of hazardous materials by amending the pollution exclusion of ISO Form CA 00010 6/92 (or its equivalent) in the following manner:

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

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

3. The following article is added to the General Conditions pursuant to Article 11.1.1:

11.1.2.5 The Contractor shall obtain, either itself or through the applicable Subcontractor(s) in use of drone(s)/Unmanned Aerial Vehicle(s) (UAV(s)) in the performance of their Work, either an endorsement for UAV Liability coverage to their Commercial General Liability insurance policy or separate Unmanned Aircraft System (UAS) insurance. Contractor and/or Subcontractor shall maintain and show evidence of coverage pursuant to Article 11.1..2.5while Work involving drone(s)/UAV(s) is being completed. The insurance required by this paragraph 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's 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's or Moody's).

Contractor and/or Subcontractor in use of a drone/UAV in the performance of their Work shall meet all FAA requirements for certification and comply with all FAA rules for operation of the drone/UAV and any established University policy relating to operation of unmanned aircraft systems at University location.

Such UAV Liability coverage as provided by endorsement to the Commercial General Liability insurance policy, or the separate UAS insurance policy shall be written for not less than the following minimum limits:

UAV / UAS INSURANCE - Limits of Liability	Minimum Requirement
Per Occurrence	{\$AMOUNT}
Annual Aggregate	{\$AMOUNT}

If UAV Liability coverage is provided by endorsement to the Commercial General Liability insurance policy, either the "Aircraft" exclusion must be deleted from the Commercial General Liability insurance policy or an exception to the "Aircraft" exclusion must be provided by the insurance company.

If a separate UAS insurance policy is provided, such policy must include coverage for Bodily Injury (Liability), Property Damage (Liability) and Physical Damage to the UAV and support systems. Contractor and/or Subcontractor shall be required to also show evidence of the following under its UAS policy:

Such UAS insurance shall, by endorsement to the policies, also include the following:

1. The Regents of the University of California and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants shall be included as additional insureds on a primary non-contributory basis.
2. As to all liability insurance policies, each shall include a waiver of subrogation endorsement evidencing that the Contractor and/or Subcontractor waives all rights of recovery by subrogation against University, University's Representative, University's Representative's consultants, their respective officers, agents, or employees.
3. If insurance policy providing coverage requires that each UAV be scheduled, the Contractor and/or Subcontractor shall meet all reporting requirements of the insurance company to schedule insurance for the actual unit (drone/UAV) in use in the performance of their Work.

3. MODIFICATION OF GENERAL CONDITIONS ARTICLE 15 – MISCELLANEOUS PROVISIONS

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

4. CONTRACT REQUIREMENTS FOR FEDERAL FUNDING

1. Equal Employment Opportunity *Add the following provision as Article 14.2.4 of the Long Form; 14.1.2 of the Brief Form; Article 13.8 of the Mini Form:*

During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The University further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the University so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The University agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The University further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the University agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the University under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Compliance with the Contract Work Hours and Safety Standards Act.. Add the following as Article 14.7 of the General Conditions of the Long Form, Article 14.7 of the Brief Form, and Article 13.9 of the Mini Form if the total contract amount is in excess of \$100,000:

a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c) *Withholding for unpaid wages and liquidated damages.* UC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

3. Clean Air Act and Federal Water Pollution Act.

(Add the following as Article 3.7.4 of the General Conditions of the Long Form, 3.7.2 of the Brief Form, and Article 13.10 of the Mini Form if the total contract amount is in excess of \$150,000)

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the University. Contractor understands and agrees that the University will report such violation as required to the Federal agency providing funding and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

4. Suspension and Debarment.

(Add the following as Article 15.12 of the General Conditions of the Long Form, 15.9 of the Brief Form, and Article 13.11 of the Mini Form)

a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to University, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment.

(Add the following (including Required Certification) as Article 15.13 of the General Conditions of the Long Form, 15.10 of the Brief Form, and Article 13.12 of the Mini Form)

Contractors of any tier who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If the Contractor meets the monetary criteria above, Contractor must sign and submit to the University the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
 Certification for Contracts, Grants, Loans, and Cooperative Agreements
 The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [____], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

6. Procurement of Recovered Materials

(Add the following as Article 3.12.9.7 of the General Conditions of the Long Form, 3.9.2.7 of the Brief Form, and Article 13.13 of the Mini Form)

a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Access to Records.

(Replace Article 15.7.2 of the General Conditions of the Long Form, 15.5 of the Brief Form, and Article 14 of the Mini Form with the following)

The Contract, and any pertinent records involving transactions relating to this Contract, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Contract. University, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Contractor's pertinent books, documents, papers, and records involving transactions and work related to the Contract until the expiration of five (5) years after final payment under the Contract. The examination and audit will be confined to those matters connected with the performance of the Contract, including the costs of administering the Contract.

8. DHS Seal, Logo, and Flags.

(Add the following as Article 15.14 of the General Conditions of the Long Form, 15.11 of the Brief Form, and Article 15 of the Mini Form)

The Contractor shall not use any federal seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials, including but not limited to the Department of Homeland Security (DHS), without specific request to University for federal pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

(Add the following as Article 3.7.5 of the General Conditions of the Long Form, 3.7.3 of the Brief Form, and Article 13.11 of the Mini Form)

Contractor acknowledges that federal financial assistance will be used to fund all or a portion of the Contract. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

10. No Obligation by Federal Government.

(Add the following as Article 15.15 of the General Conditions of the Long Form, 15.12 of the Brief Form, and Article 16 of the Mini Form)

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the University, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. Program Fraud and False or Fraudulent Statements or Related Acts.

(Add the following as Article 3.7.6 of the General Conditions of the Long Form, 3.7.4 of the Brief Form, and Article 13.12 of the Mini Form)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

[REDACTED]

[END]

EXHIBITS

Exhibit { }	Certificate of Insurance
Exhibit { }	Payment Bond
Exhibit { }	Performance Bond
Exhibit { }	Application For Payment
Exhibit { }	Selection of Retention Options
Exhibit { }	Escrow Agreement for Deposit of Securities In Lieu of Retention and Deposit of Retention
Exhibit { }	Submittal Schedule
Exhibit { }	Cost Proposal
Exhibit { }	Field Order
Exhibit { }	Change Order
Exhibit { }	Conditional Waiver and Release Upon Progress Payment
Exhibit { }	Unconditional Waiver and Release Upon Progress Payment
Exhibit { }	Summary of Builder's Risk Insurance Policy
Exhibit { }	Self-Certification
Exhibit { }	Report of Subcontractor Information
Exhibit { }	Certificate of Substantial Completion
Exhibit { }	Final Distribution of Contract Dollars
Exhibit { }	General Contractor Claim Certification
Exhibit { }	Subcontractor Claim Certification
Exhibit { }	Conditional Waiver and Release Upon Final Payment
Exhibit { }	Unconditional Waiver and Release Upon Final Payment
Exhibit { }	Notice of Completion



CERTIFICATE OF LIABILITY INSURANCE

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

DATE (MM/DD/YYYY)

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

Special Provisions:

- The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, are included as additional insureds on the general liability policy as required by contract and pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04) but only in connection with ___(name of project)___.
- The General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance.

CERTIFICATE HOLDER: The Regents of the University of California

Forward to: {Office, Room Number or Mail Stop} University of California, {Facility} {Street Address} {City, State, Zip}	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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 _____, ___
(the "Contract") for the work described as follows:

{DESCRIPTION OF THE WORK: INCLUDE PROJECT NAME AND PROJECT NUMBER}

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

NOW, THEREFORE, we, the undersigned Principal and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in State of California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

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

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

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

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

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:

{DESCRIPTION OF THE WORK: INCLUDE PROJECT NAME AND PROJECT NUMBER}

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

NOW, THEREFORE, we, the undersigned Principal and

_____ as Surety are held and firmly bound unto The Regents in the sum of

_____ dollars (\$ _____), to be paid to The Regents or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

1. Undertake through its agents or independent contractors, reasonably acceptable to The Regents, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, or, at Surety's election, or, if required by The Regents,

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by The Regents of the lowest responsible bidder, arrange for a contract between such bidder and The Regents and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by The Regents to the Principal under the Contract and any amendments thereto, less the amount paid by The Regents to Principal.

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands 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.

Cover Sheet and Instructions
APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT

Number: _____ Period to: _____

TO UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, {Facility Name}
 AND UNIVERSITY'S REPRESENTATIVE:

FROM CONTRACTOR: _____
 ADDRESS: _____
 PROJECT NAME: _____
 PROJECT NUMBER: _____
 FACILITY: _____
 CONTRACT DATE: _____
 APPLICATION DATE: _____

CHANGE ORDER SUMMARY: Additions Deductions

Change Orders approved in previous months: Total: _____

Change Orders approved this month:

Number: Date Approved:

 Total: _____

NET CHANGE BY CHANGE ORDERS: _____

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

- | | | |
|--|----------|----------|
| 1. ORIGINAL CONTRACT SUM | \$ _____ | |
| 2. NET CHANGE BY CHANGE ORDERS | | \$ _____ |
| 3. CONTRACT SUM TO DATE (Line 1 ± Line 2) | | \$ _____ |
| 4. TOTAL AMOUNT COMPLETED TO DATE (Column E on Schedule 1) | \$ _____ | |
| 5. RETENTION: 5% of Completed Work (Column H on Schedule 1)* | \$ _____ | |
| a. Current Value of Securities Deposited in Escrow | \$ _____ | |
| b. Current Value of Retention Deposited in Escrow | \$ _____ | |
| c. Retention Held by University | \$ _____ | |
| Current Retention Value (a + b + c) | \$ _____ | |
| 6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5) | | \$ _____ |

7. TOTAL AMOUNT PREVIOUSLY PAID

\$ _____

8. CURRENT PAYMENT DUE (Line 6 less Line 7)

\$ _____

9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)

\$ _____

*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: _____

APPLICATION NUMBER: _____

PROJECT NUMBER: _____

APPLICATION DATE: _____

FACILITY: _____

PERIOD TO: _____

CONTRACT DATE: _____

CONTRACTOR: _____

SCHEDULE 1
TO
APPLICATION FOR PAYMENT
COST BREAKDOWN

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK ACTIVITY OR OTHER ITEM</u>	<u>SCHEDULED VALUE</u>	<u>% COMPLETE TO DATE</u>	<u>TOTAL AMOUNT COMPLETED TO DATE (C x D)</u>	<u>TOTAL AMOUNT COMPLETED ON PRIOR APPLICATION FOR PAYMENT</u>	<u>AMOUNT OF THIS APPLICATION (E - F)</u>	<u>RETENTION (5% x E)</u>

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>	Subcontracted <u>Work Activity</u>	Date Work <u>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 _____, 19____, 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

Project Name: { }

Project No.: { }

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, {FACILITY NAME AND ADDRESS} – USE THIS ADDRESS FOR ALL CORRESPONDENCE

Project Name: { }

Project No.: { }

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, 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: _____

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, {Facility Name}

Scope of Change:

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, (d) the attached "Cost Proposal Summary," (e) the attached form titled, "Supporting Documentation for the Cost Proposal Summary," (f) the attached form titled "Cost Breakdown for Supporting Documentation," and (g) the attached form titled "Labor Breakdown for Supporting Documentation." Items (f) and (g) listed above are optional and shall be completed as instructed.
2. Attach the forms titled "Supporting Documentation for the Cost Proposal Summary," "Cost Breakdown for Supporting Documentation," and "Labor Breakdown for Supporting Documentation", for 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: _____

December 20, 2018

By:

Project Name: { }

Project No.: { }

(Signature)

(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

COST PROPOSAL SUMMARY

Change Order Request No.: _____

Contractor Name: _____

University of California, {Facility Name}

		(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)				
CONTRACT-OR FEE	11. Insurance & Bonds (shall not exceed 2% of line 10)				
	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.

Project Name: { }

Project No.: { }

SUPPORTING DOCUMENTATION FOR THE COST PROPOSAL SUMMARY

Contractor/Subcontractor Name: _____

Change Order Request No.: __

Work Activity: _____

University of California, {Facility Name}

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

(Signature) ⁽³⁾

(Title)

(Title)

(Date)

(Date)

- Notes:
- (1) Round off all costs to the nearest dollar.
 - (2) This form shall be prepared and signed by Contractor or Subcontractor actually performing the Work activity indicated above.
 - (3) If this form is signed by a Subcontractor, it shall be reviewed and signed by Contractor certifying the accuracy of the information.

Project Name: { }

Project No.: { }

December 20, 2018

Cost Proposal LF:EX-CP

Project Name: { }

Project No.: { }

This form is optional. If used coordinate with optional (Grey highlighted) text of the Cost Proposal

LABOR RATE BREAKDOWN for SUPPORTING DOCUMENTATION

CONTRACTOR/SUBCONTRACTOR _____ Date: _____

(1)\$ _____ BASIC HOURLY RATE for _____ CRAFT

- _____ Prevailing Wage Employer Payments
- _____ HEALTH AND WELFARE
- _____ PENSION
- _____ VACATION/HOLIDAY
- _____ TRAINING

(2)\$ _____ Subtotal - Employer Payments

- _____ Labor Burden paid by Employer
- _____ WORKERS COMP INSURANCE
- _____ STATE UNEMPLOYMENT (SUI)
- _____ FED UNEMPLOYMENT (FUI)
- _____ SOCIAL SECURITY (FICA)
- _____ MEDICARE (FMI)

(3)\$ _____ Subtotal - Burden

\$ _____ TOTAL LINES 1 +2 +3

I certify the above information is true and correct

Signed: _____

Project Name: { }

Project No.: { }

FIELD ORDER

University of California Facility:

FIELD ORDER NO. _____

Project Name: _____

Project Number: _____ Contract Date: _____

To Contractor: _____

Address: _____

DESCRIPTION OF WORK:

Project Name: { }

Project No.: { }

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.

Project Name:

Project No.

Exhibit 9

CHANGE ORDER

University of California Facility:

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)

Project Name:

Project No.

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:

Accepted:

By: _____
(Signature of University's Representative)

By: _____
(Contractor Signature)

(Printed Name)

(Printed Contractor Name)

Date: _____

Date:

Reviewed and Recommended

By: _____
(Signature of University's Designated Administrator)

(Printed Name)

Date: _____

Funds Sufficient:

By: _____
(Signature from University's Accounting Office)

(Printed Name)

Date: _____

Approved:

UNIVERSITY: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Printed Name)

By: _____
(Signature)

(Title)

Date: _____

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

This document summarizes the Builder's Risk policy and is not intended to reflect all the terms, conditions, or exclusions of such policy as of the effective date of coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy. The actual insurance policy defines all the terms, exclusions and conditions of coverage, and not this summary. Should any ambiguities or conflicts between the summary and policy exist, the policy terms and conditions will apply.

*Some projects may be excluded and/or must be underwritten separately and may be subject to different rates, deductibles, and terms and conditions (see end of summary). **Therefore, this document should be used as a guideline only.***

INSURANCE COMPANY: Liberty Mutual Fire Insurance Company

BEST'S RATING: A XV

NAMED INSURED: Regents of the University of California

INSURING AGREEMENT

This Policy, subject to the Limit of Liability and the terms, conditions, and limitations contained herein or endorsed hereon, insures against all risks of direct physical loss or damage to Covered Property while at the construction site, stored off-site, or in the course of transit within this policy's territory and occurring during the period of insurance of this policy.

LIMITS OF LIABILITY

SCHEDULE OF LIMITS

This Company shall not be liable for more than the Limit of Liability, as stated in Confirmation of Coverage, in any one Occurrence for any one Insured Project, subject to the following limits and sublimits:

MASTER POLICY LIMITS, BY CONSTRUCTION CLASS

\$150,000,000 per project, per occurrence; except,
\$ 15,000,000 per project, Joisted Masonry construction
\$ 10,000,000 per project, Wood Frame construction

NOTE: *The total estimated construction cost is estimated through project completion and reported on the original Builder's Risk Insurance Application. This Limit of Liability will correspond with the total estimated construction cost as shown on the original Builder's Risk Insurance Application. If the construction costs should increase, the Limit of Liability should be subsequently increased, once advance notice has been given to Alliant Insurance Services, Inc. by the University's representative.*

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

KEY SUBLIMITS (Per Occurrence unless otherwise stated):

1. \$10,000,000 for **Wood Frame Construction**
2. \$15,000,000 for **Joisted Masonry Construction**
3. \$25,000,000 as respects **Demolition and Increased Cost of Construction**
4. \$5,000,000 as respects **Expediting Expense, Contractor's Extra Expense**, General Conditions Expense / \$500,000 Owner's Extra Expense / \$100,000 Infrastructure Extra Expense
5. \$10,000,000 as respects **Temporary Offsite Location** (per location)
6. \$10,000,000 as respects **Transit** (Inland only)
7. \$15,000,000 as respects **Debris Removal**
8. \$1,000,000 as respects **Construction Documentation, Valuable Papers and Records**
9. \$5,000,000 as respects **Design Professional Fees**
10. \$1,000,000 as respects **Claims Preparation Expenses**
11. \$1,000,000 as respects **Crane Re-Erection Expense**
12. \$500,000 as respects **Scaffolding, Forms and Falsework Re-Erection Expense**
13. \$500,000 as respects **Pollution Cleanup and Decontamination** (Per project aggregate)
14. \$750,000 as respects **Fire Protection Equipment Refills**
15. \$500,000 as respects **Governmental Authority Protection Services**
16. \$500,000 as respects **Fungus, Wet Rot, Dry Rot or Bacteria**
17. \$2,000,000 as respects **Preservation of Property Protection Expense – 30 Days**
18. \$50,000 as respects **Reward Payment**
19. Included for 30 Days as respects **Hot Testing**
20. No sublimit as respects **Off Premises Service Interruption – Direct Damage**
21. No Sublimit as respects **Green/LEED Rating System**
22. No Sublimit for **Landscaping Materials**
23. No Sublimit as respects **Water Damage (Includes Frost, Freeze, Falling of Ice)**

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

TERMS AND CONDITIONS

NAMED INSURED

The Regents of the University of California and all affiliated and subsidiary companies, corporations, ventures, partnerships or other organizations, all owned, controlled or managed by the Named Insured and all as now exist or may hereafter be constituted or acquired.

ADDITIONAL INSUREDS

Except noted above, this Policy recognizes owners, contractors, subcontractors of any tier, architects, engineers, and any other individual or entity, all as required by contract documents or subcontract documents executed with respect to the insured project prior to the date of loss or damage to covered property as an Additional Insured, and then only as to their respective financial interest in the coverage property.

Notwithstanding the foregoing sentence, architects, engineers, manufacturers and suppliers shall only be Additional Insureds with respect to their activities at the insured project location.

ATTACHMENT/TERMINATION

Insurance hereunder applies to all projects specifically declared under the Master Policy in a Quarterly Report Endorsement, where the project is scheduled to begin during the term of the Master Policy. The Master Policy term commences on September 1, 2023 at 12:01 AM and ends on September 1, 2025 at 12:01 AM

Coverage for each Insured Project declared under the Master Policy will go into effect and continue in full force and effect during the Coverage Period specified in the Confirmation of Coverage.

NOTIFICATION OF COVERAGE/TERMINATION: *The Confirmation of Coverage period will correspond with the earliest estimated Notice to Proceed date for any construction phase and estimated Notice of Final Completion date as indicated on the original Builder's Risk Insurance Application. If construction is not completed on time and coverage beyond the previously reported estimated Notice of Final Completion date is required, prior notification must be given to Alliant Insurance Services, Inc. by the University Representative in order to ensure that coverage remains in force for the project.*

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

DEDUCTIBLES

(Basis for determining deductible is the total project contract value for all construction phases, estimated through project completion.)

Deductible	All Other Perils	Water Damage
\$10,000	<ul style="list-style-type: none"> • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible projects ≤\$25,000,000 • Joisted Masonry projects ≤\$15,000,000 • Wood Frame projects ≤\$2,000,000 • All JOC's 	<ul style="list-style-type: none"> • All JOC's
\$25,000	<ul style="list-style-type: none"> • Wood Frame projects ≤\$2,000,000 • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible including cleanrooms ISO class 5-9 projects >\$25,000,000 and ≤\$150,000,000 	N/A
\$50,000	<ul style="list-style-type: none"> • Wood Frame projects <\$2,000,000 and ≤\$10,000,000 • All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects 	<ul style="list-style-type: none"> • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible projects >\$5,000,000 and ≤\$25,000,000
\$100,000	N/A	<ul style="list-style-type: none"> • Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible including cleanrooms ISO class 5-9 projects >\$25,000,000 and ≤\$50,000,000 • Wood Frame projects ≤\$10,000,000 • Joisted Masonry projects ≤\$15,000,000 • All Site Work Only (Outdoor Infrastructure / Utility / Hardscape / Landscape) projects • Hot testing (applicable for projects ≤\$100M only) have a 30 day waiting period and a \$100,000 deductible

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

\$150,000	N/A	<ul style="list-style-type: none">• Fire Resistive, Non-Combustible-NOC, Masonry Non- Combustible including cleanrooms ISO class 5-9 projects >\$50,000,000 and ≤\$150,000,000
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NOTE: The contractor shall be responsible for the deductibles.

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

KEY EXCLUSIONS

KEY PROPERTY NOT COVERED

Covered property does not include:

1. Land and land values and the value of cut, fill and backfill materials existing at the location of the insured project prior to project commencement. However, the following are covered to the extent identified in the contract documents and included in the Total Project Value:
 - Fill and backfill materials purchased for use in the completion of the insured project; and
 - Labor and material charges incurred to excavate land and to move, remove, place or otherwise handle cut, fill and backfill materials, whether such materials are insured or uninsured.
2. Any part of contractor's equipment including, tools, machinery, hoists, jacks, lifts, cranes or property of similar kind not intended to become a permanent part of the insured project;
3. Vehicles and equipment licensed for highway use, rolling stock, aircraft or watercraft;
4. Water, other than water that is contained within any enclosed tank, piping system, or any other processing equipment; standing timber including undisturbed natural wooded areas; growing crops; or animals;
5. Accounts, bills, currency, stamps, evidence of debts, checks, money, securities, precious metals, precious stones or other property of a similar nature;
6. Existing real property;
7. Property at a project site that stores, processes, handles or makes use of radioactive materials; however, this does not apply to project site making use of radioactive isotopes contained within equipment used for diagnostic or testing purposes;
8. Roadways, sidewalks or other paved or concrete surfaces at the project site that existed prior to the beginning of the Insured project;
9. Contraband or property in the course of illegal transportation or trade; or
10. Overhead transmission, distribution or communications lines, and their supporting structures, except to the extent identified in the contract documents and included in the total estimated construction cost.

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

KEY EXCLUDED CAUSES OF LOSS

1. This policy will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage, even if such other cause or event would otherwise be covered. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area:

a. Governmental Action

Seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority.

This exclusion does not apply to seizure or destruction of property by order of governmental authority taken at the time of a fire to prevent its spread.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused, except as provided under Section E., Coverage Extensions, Radioactive Contamination. But if Nuclear reaction or radiation, or radioactive contamination results in fire, this policy will pay for the direct loss or damage caused by that fire.

c. Ordinance or Law

(1) The enforcement of or compliance with any ordinance or law:

- (a) Regulating the construction, use or repair of any property; or
- (b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion applies whether the loss or damage results from:

- (a) An ordinance or law that is enforced even if the property has not been damage; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

This exclusion applies, except as provided under Section E., Coverage Extension, Ordinance or Law.

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

d. War and Military Action

War and military action, meaning:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority by hindering or defending against any of these.

2. We will not pay for:

a. Consequential Loss

Loss, damage, cost or expense caused by, resulting from, or attributable to any of the following:

- (1) Loss of market or loss of use;
- (2) Liquidated damages, performances penalties or penalties for non-completion, except as provided under Section E., Coverage Extensions, Contract Penalties;
- (3) Non-Compliance with contract conditions;
- (4) Delay in completion of construction, except as provided under Time Element coverage, if endorsed to this Policy; or
- (5) Re-Sequencing or inefficiencies of construction activities.

b. Cracking and Settling

Loss or damage caused by, resulting from or attributable to normal or expected subsidence, settling, cracking, expansion, contraction or shrinkage of walls, floors, ceilings, buildings, foundations, patios, walkways, driveways or pavements.

But if loss or damage caused by a covered cause of loss results, we will pay for the resulting loss or damage caused by that covered cause of loss.

c. Disappearance or Shortage

Missing property when the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property. This exclusion does not apply to covered property in the custody of a carrier for hire.

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

d. Dishonest Acts

Loss or damage caused by or resulting from fraudulent, dishonest or criminal acts of any Insured or any of the Insured's partners, officers, directors, trustees, managers, employees (including leased or temporary employees) or others to whom the property is entrusted, except as provided under Section E., Coverage Extensions, Dishonest Acts.

This exclusion does not apply to:

- (1) Acts of destruction committed by the Insured's employees (including leased or temporary employees); or
- (2) Covered property in the custody of any carrier for hire or anyone claiming to be a carrier for hire at the time the property is entrusted to them.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons, or whether such acts occur during the hours of employment.

e. Electronic Vandalism, Defects or Errors

Loss or damage to electronic hardware, software, programs or data caused by or resulting from:

- (1) Computer virus;
- (2) Willful or malicious electronic alteration, manipulation, tampering, or destruction by authorized or unauthorized users;
- (3) Failure, malfunction, deficiency, deletion, errors, or omissions in:
 - (a) Programming;
 - (b) Instructions to a machine; or
 - (c) Installation or maintenance of electronic hardware; or
- (4) Mysterious disappearance of code;

Except as provided by Section E. Coverage Extensions, Electronic Vandalism.

But if loss or damage caused by a specified cause of loss results, this policy will pay for the resulting loss or damage caused by that specified cause of loss.

f. Expected, Preventable or Accumulated Losses

Loss or damage caused by or resulting from wear and tear, deterioration, inherent vice, hidden or latent defect, corrosion, rust or dampness or dryness of the atmosphere.

But if loss or damage caused by a covered cause of loss results, this policy will pay for the resulting loss or damage caused by that covered cause of loss.

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

g. Faulty, Inadequate or Defective Workmanship or Design

Loss, damage, cost or expense caused by or resulting from faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
- (3) Materials used in repair, construction, renovation, remodeling, grading or compaction;
or
- (4) Maintenance;

Of part or all of any property on or off the project site described in the Declarations.

But if loss or damage caused by a covered cause of loss results, this policy will pay for the resulting loss or damage caused by that covered cause of loss. However, in no event this policy will pay for the covered property that was faulty or defective; the costs or expense to improve or redesign the original materials; supplies, designs, plans or specifications; or to improve workmanship.

The mere existence of any faulty, inadequate or defective conditions listed in paragraphs g. (1). Through g. (4)., above is not direct physical loss or damage.

h. Fines or Penalties

Fines or penalties imposed on the Insured at the order of any government agency, court or other authority.

i. Fungus, Wet Rot, Dry Rot or Bacteria

Loss or damage consisting of, directly or indirectly caused by, contributed to or aggravated by the presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria, including any expense to remediate the presence or effects of any of the foregoing.

But if Fungus, wet or dry or bacteria result in a covered cause of loss, this policy will pay for the loss or damage caused by that covered cause of loss.

This exclusion does not apply:

- (1) When fungus, wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided under Section E., Coverage Extensions, Fungus, Wet Rot, Dry Rot or Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

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j. Pollutants

Loss, damage, cost or expense caused by or resulting from the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants, unless the discharge, dispersal, seepage, migration, release, or escape is directly caused by a specified cause of loss.

But if the discharge, dispersal, seepage, migration, release, or escape of pollutants results in a specified cause of loss, this policy will pay for the loss or damage caused by that specified cause of loss.

This policy will also not pay for loss, damage, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that requires any Insured or others to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants.

k. Landscaping Materials

Insurance Company will not pay for direct physical loss or damage to landscaping materials caused by or resulting from:

- a. Infestation, disease, freezing, drought, lack of moisture, hail or weight of ice or snow; or
- b. Insects, vermin, rodents or animals.

l. Terrorism: Coverage has not been endorsed to this policy.

m. Damage to Existing Property: Coverage has not been endorsed to this policy.

n. Delay in Completion: Coverage has not been endorsed to this policy.

o. Earth Movement – Coverage has not been endorsed to this policy.

p. Flood – Coverage has not been endorsed to this policy.

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SELECT EXTENSIONS OF COVERAGE

1. Expediting and Contractor's Extra Expense

a. In the event of direct physical loss or damage to covered property caused by or resulting from a covered cause of loss, this Company will pay for the reasonable and necessary:

(1) Expediting expenses, including:

(a) Wages for overtime, night work, and work on public holidays;

(b) Extra costs of express freight or other rapid means of transportation; and

(c) Extra costs of rental equipment;

Which are necessary to make temporary repairs or to expedite the permanent repair or replacement of the covered property sustaining such loss or damage;

(2) Owner's Extra Expense; and

(3) Contractor's extra expense and general conditions expense in excess of the total expense that would normally have been incurred during the period of time required to repair or replace covered property with reasonable speed and similar quality for the purpose of continuing the scheduled progress of undamaged work, and only to the extent such expenses are necessary to continue as nearly as practicable the normal operation of the work in progress.

2. Demolition and Increased Cost of Construction

a. In the event of direct physical loss or damage caused by a covered cause of loss to a building or structure that is covered property, the Company will pay for the:

(1) Cost to demolish and clear the project site of the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that required demolition of such undamaged property;

(2) Cost for recycling debris from the undamaged portion of the constructed, erected or installed covered property at a recycling facility, including the associated transportation costs, when those costs are incurred as a result of the demolition of the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property;

(3) Increase costs incurred by the Insured to repair, rebuild or replace the damaged and undamaged portions of that covered property for the same intended use as per the written contract in place at the time of direct physical loss or damage when the increased cost is a consequence of a requirement to comply with the minimum standards of an ordinance or law; and

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- (4) Loss to the undamaged portion of the constructed, erected or installed covered property as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Any income generated from debris recycling will reduce the Company loss payment.

- b. We will not pay under this Ordinance or Law Coverage Extension for:
- (1) Costs associated with the enforcement of any ordinance or law which required any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, pollutants, fungus, wet rot, dry rot or bacteria;
 - (2) Enforcement of any ordinance or law which required the demolition, repair, replacement, reconstruction, remodeling, or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet rot, dry rot or bacteria; or
 - (3) Costs to comply with any ordinance or law that was required to be complied with in the absence of the loss or damage.

3. Preservation of Property Protection Expense

- a. If in the event of actual or imminent physical loss or damage to covered property caused by a covered cause of loss, this policy will pay for the reasonable and necessary expenses incurred by the Insured to protect the covered property by:
- (1) Removing it from the project site or a temporary offsite location;
 - (2) Storing it away from the project site or a temporary offsite location for up to the number of days shown in the Builder's Risk Coverage Extensions Supplemental Declarations from the date it was first moved; and
 - (3) Returning it to the project site or temporary offsite location after the threat of actual or imminent loss or damage has passed.
- b. This policy will reimburse the Insured for the reasonable and necessary expenses to protect covered property at the project site or temporary offsite location from actual or imminent physical loss or damage from fire, named storm or flood that has been forecast by the National Weather Service or the U.S. Army Corps of Engineers, but only if coverage is provided under this Policy for that cause of loss.

The Insured must keep a record of the expenses incurred.

No Deductible applies to this Coverage Extension.

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4. Construction Documentation, Valuable Papers and Records

Subject to the stated sublimit, this Policy is extended to cover direct physical loss or damage to construction documentation, valuable papers, and records caused by a covered cause of loss.

This Company will value construction documentation, valuable papers, and records at the full cost necessary to research and reproduce the lost construction documentation, valuable papers, and records, plus the cost of the blank materials on which it resides. However, this company will only pay for costs of research and reproduction if the Insured reproduces the construction documentation, valuable papers, and records.

5. Crane Re-Erection Expense

If a tower or pole crane is lost or damaged by a covered cause of loss at the project site, this policy will pay the reasonable and necessary costs incurred by the Insured to re-erect a tower or pole crane necessary to complete the insured project. However, this policy will not cover any loss or damage to the tower or pole crane itself, unless such tower or pole crane is scheduled on a Contractor's Equipment Coverage endorsement, attached to this Policy.

6. Scaffolding, Forms or Falsework Re-Erection Expense

If scaffolding, forms or falsework covered under this policy is lost or damaged by a covered cause of loss at the project site, the Insurance Company will pay the reasonable and necessary costs incurred by the insured to re-erect scaffolding, forms or falsework necessary to complete the insured project.

7. Debris Removal

Subject to the Sublimit of Liability, in the event of direct physical loss or damage by a covered cause of loss occurs to covered property, this policy will pay:

- a. The cost the Insured incurs to demolish, clear and remove debris of covered property, including such property while in transit or at a temporary offsite location; and
- b. The reasonable and necessary expense incurred by the Insured for:
 - (1) Recycling debris of covered property at a recycling facility, including the associated transportation costs; and
 - (2) Removing debris of uncovered property from the project site.

The expenses will be paid only if reported to the Company in writing within three hundred sixty-five (365) days of the date of loss or damage.

Any income generated from debris recycling will reduce the Company loss payment

In no event will there be coverage under this Debris Removal Coverage Extension for any costs to:

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- (1) Extract pollutants from land, water or debris;
- (2) Remove, restore, or replace polluted land or water; or
- (3) Transport, store, decontaminate or recycle contaminated debris.

8. Design Professional Fees

Subject to the stated sublimit, this policy will reimburse the first Named Insured for reasonable and necessary expenses incurred for design professional services to repair, rebuild or replace the lost or damage covered property to the original design, if it has been damaged by a covered cause of loss.

9. Claims Preparation Expense

This Company will reimburse you for the reasonable and necessary claim preparation expenses you incur in preparing claim information, when it's required, for the purpose of determining the amount of loss or damage prior to finalizing a claim adjustment.

- a. Claim preparation expense means the expenses incurred by the Insured for only the following:
 - (1) The Insured's employees to produce or certify any particulars or details contained within the Insured's books or documents, or such other proofs, information or evidence required by us;
 - (2) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and
 - (3) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.
- b. Claim preparation expense does not mean the expenses incurred for:
 - (1) Negotiating or presenting any claim that we have disputed or denied;
 - (2) Attorneys, public adjusters, loss appraisers or loss consultants or their affiliates;
 - (3) Examinations under oath, even if requested by this Company
 - (4) Travel; or
 - (5) Insurance brokers or insurance agents, or their affiliates, without our written consent prior to such expenses being incurred.

This Coverage extension does not apply until a claim for covered loss or damage to covered property has been submitted to and accepted by the Insurance Company. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Coverage Extension.

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10. Fungus, Wet Rot, Dry Rot or Bacteria

If fungus, wet rot, dry rot or bacteria is caused by or results from a covered cause of loss, other than fire or lightning, this Company will pay for:

- a. Direct physical loss or damage to covered property at the project site or a temporary offsite location caused by or resulting from fungus, wet rot, dry rot or bacteria, including the cost of removal of the fungus, wet rot, dry rot or bacteria; and
- b. The reasonable and necessary expenses to:
 - (1) Test for, monitor or assess the existence, concentration or effects of fungus, wet rot, dry rot or bacteria;
 - (2) Tear out and replace any part of covered property needed to gain access to the fungus, wet rot, dry rot or bacteria; and
 - (3) Clean up, remove or remediate fungus, wet rot, dry rot or bacteria.

The coverage described in paragraphs 9.a and 9.b, of this Coverage Extension only applies if the Insured takes all reasonable steps to save and preserve property from further loss or damage at the time of, and after the discovery of the fungus, wet rot, dry rot or bacteria.

If there is covered loss or damage to covered property, not caused by fungus, wet rot, dry rot or bacteria loss payment will not be limited by the terms of this Coverage Extension, except to the extent that fungus, wet rot, dry rot or bacteria, causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Coverage Extension. The most this Company will pay under this Coverage Extension is the Sub-Limit of Liability shown for Fungus, Wet Rot, Dry Rot or Bacteria. This is the most we will pay for the total of all loss or damage under this Coverage Extension, even if the fungus, wet rot, dry rot or bacteria continues to be present or active, or recurs, in a later Policy Term.

11. Governmental Authority Protection Service Charges

When the fire department, policy department or other governmental authority is called to save or protect covered property from a covered cause of loss at the project site or a temporary offsite location, this policy will pay the Insured's liability for service charges assessed that are:

- A. Assumed by written contract or written agreement prior to loss or damage; or
- B. Required by local ordinance, law or statute.

This policy will also pay for those costs incurred by the Insured's fire brigade to save or protect covered property from fire, but not including the costs to refill fire protective equipment.

The most this policy will pay for this Coverage Extension in any one occurrence, regardless of the number of responding departments or authorities or number of services performed, is the Sub-Limit of Liability shown for Government Authority Protection Service Charges.

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No Deductible applies to this Coverage Extension.

12. Fire Protection Equipment Refills

Insurance Company will pay the reasonable and necessary costs the Insured incurs to refill fire protection equipment which has been discharged accidentally or in the course of saving or protecting covered property from a covered cause of loss.

13. Pollutant Clean-Up and Decontamination

- a. This policy will pay the reasonable and necessary costs incurred by you to extract pollutants from land or water at the project site or a temporary offsite location if the discharge, dispersal, seepage, migration, release or escape of pollutants is directly caused by a covered cause of loss.
- b. When required by ordinance, law or regulation in effect at the time of loss or damage, this policy will pay the reasonable and necessary costs incurred by you to extract pollutants from debris at the project site or a temporary offsite location if the discharge, dispersal, seepage, migration, release or escape of pollutants is directly caused by a covered cause of loss.
- c. When paragraph a. above applies, this policy will also pay the Insured's reasonable and necessary costs incurred for:
 - (1) Restoring or replacing that contaminated land or water; and
 - (2) Testing performed in the course of extracting those pollutants from the land or water.
- d. When paragraph b. above applies, this policy will also pay the Insured's reasonable and necessary costs incurred for transporting that contaminated debris to a temporary storage or decontamination facility.

These costs will be paid only if they are reported to the Insurance Company in writing within one hundred eighty (180) days of the date on which the covered cause of loss occurs.

This Coverage Extension does not apply to any other costs to test for, monitor or assess the existence, concentration or effects of pollutants.

14. Prevention of Access

Civil Authority / Ingress or Egress

The Insurance Company will pay for the reasonable and necessary contractor's extra expense, owner's extra expense and general conditions expense incurred by the insured, in excess of the total expense that would normally have been incurred during the same period of time had no loss or damage occurred, for the purpose of continuing the scheduled progress of undamaged work, but only to the extent such expenses are necessary to continue as nearly as practicable the normal operation of the work in progress.

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Civil Authority

When an order of civil authority restricts or prohibits access to the project site in response to direct physical loss or damage caused by a covered cause of loss to property not insured under this policy and located within 2-miles of the project site. Coverage begins 72-hours after the time of direct physical loss or damaged caused by a covered cause of loss.

Ingress or Egress Coverage

When ingress or egress to the project site by suppliers, contractors, or employees is physically obstructed due to direct physical loss or damage caused by a covered cause of loss to property not insured under this policy and located within 2-miles of the project site. Coverage begins 72-hours after the time of direct physical loss or damaged caused by a covered cause of loss.

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SELECTED GENERAL CONDITIONS

1. REQUIREMENTS IN CASE OF LOSS

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

- A. Notify the police if a law may have been broken
- B. Give Insurance Company prompt notice of the loss or damage. Include a description of the property involved.
- C. As soon as possible, give the Insurance Company a description of how, when and where the loss or damage occurred.
- D. Take all reasonable steps to protect the Covered Property from further damage.
- E. Not voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- F. Permit the Insurance Company to inspect the property.
- G. Submit to examinations under oath about any matter relating to this insurance of the claim.
- H. Send the Insurance Company a signed, sworn proof of loss containing the information they request to settle the claim, within 60-days after the Insurance Company's request.
- I. Immediately send the Insurance Company copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
- J. Cooperate with the Insurance Company in the investigation or settlement of the claim.

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2. VALUATION

1. Except as provided in paragraphs 2., 3., and 4., below, the cost to repair, rebuild or replace covered property by the Insured as the time of direct physical loss or damage will be based on the following:
 - A. Direct payroll cost for labor directly chargeable and related to the repair, rebuild or replacement of the damaged covered property;
 - B. Contractors' profit, overhead charges and construction management fees as included in the original contract, or in any subsequent change order contract, as applicable;
 - C. Expenses for the dismantling, transportation and reassembly of damaged covered property;
 - D. General conditions expense; and
 - E. Property under construction at the Insured's cost.

For a green building, the valuation will include applicable green standards in force at the time of loss or damage in the cost to repair, rebuild or replace the lost or damaged green building. If applicable green standards, or equivalent standards, are not available, this policy will replace the lost or damaged green building with construction materials and equipment of like kind and quality.

2. Property under construction owned by others at the lesser of the following:
 - a. The cost to repair, rebuild or replace property under construction at the time of direct physical loss or damage with materials of like kind and quality; or
 - b. The amount the Insured is legally obligated to pay for direct physical loss or damage by reason of the Insured's assumption of liability for such loss or damage in written agreement executed prior to the loss or damage of that property.
3. Property under construction owned by the Insured that was refurbished, reconditioned or recertified, at the lesser of the cost to repair or replace the property under construction or the price which that property might be expected to realize if offered for sale in a fair market on the date of loss or damage.
4. Landscaping materials at the cost to repair or replace landscaping materials at the time of direct physical loss or damage with readily available commercial nursery stock.
5. Office contents, other than the contents of construction trailers, at a temporary offsite location, at the cost to repair or replace the covered property at the time of direct physical loss or damage with similar property intended to perform the same function. Office contents not replaced will be valued at actual cash value, at the time and place of loss or damage.

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Insurance provided for office contents while at a temporary offsite location, is excess over any other valid and collectible insurance available to the owner of such property.

6. Property in transit at the invoice cost of the lost or damaged property plus accrued shipping charges less shipper's liability, if any.

3. INCREASED HAZARD

If the circumstances in which this insurance was entered into are altered, or if the risk materially increases, the Insured shall give notice in writing to the Insurance Company within thirty (30) days of the Insured's knowledge of the same.

4. OTHER INSURANCE

1. This insurance is primary, except when paragraphs 2., 3., or 4, below apply.
2. This insurance is excess over any underlying insurance, including any insurance that you purchased for all or any part of a Deductible in this Policy. The existence of underlying insurance shall not prejudice the Insured's rights under this Policy. The Deductible and any amount paid under such underlying insurance will apply to the applicable Deductible under this policy.
3. To the extent others are responsible for loss of or damage to covered property while in transit under terms Free on Board, this insurance will be excess insurance and will not contribute with such other insurance.
4. If there is other insurance, whether purchased by the Insured or others, subject to the same plan, terms, conditions and provisions as the insurance provided under this Policy, the Company will pay their share of the covered loss or damage. The company share is the proportion that the applicable Limit of Liability or Sub-Limit of Liability under this Policy bears to the sum of all the Limits of Liability or Sub-Limits of Liability covering on the same basis.

Insured can purchase excess insurance commencing on or after the inception of this Policy that is specifically excess over the Limit of Liability or Sub-Limits of Liability under this policy without prejudice to this Policy. The existence of such insurance shall not reduce any liability under this policy.

5. PERMISSION TO OCCUPY IS GRANTED

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SELECTED DEFINITIONS

The following terms have been defined in the policy – the policy definitions will be applied in the event of a loss.

1. FLOOD:

Flood means:

- (1) Surface waters; rising waters; storm surge; wave wash; waves; tsunami; tide or tidal water; the release of water, the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom; all whether driven by wind or not;
- (2) Water or other material that backs up or overflows from any sewer, septic tank, sump or drain resulting *from any of the foregoing*; or
- (3) Mudslide or mudflow caused by or resulting from surface water, runoff or accumulation of water on or under the ground;

Regardless of any other cause or event, whether natural or man-made, contributing concurrently or in any other sequence of loss.

Loss or damage from flood associated with a storm or weather disturbance whether or not identified by name by any meteorological authority is considered to be flood within the terms of this Policy. However, physical loss or damage, from fire, explosion, theft or sprinkler leakage caused by flood will not be considered to be loss by flood within the terms and conditions of this Policy.

2. POLLUTANTS:

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, lead, asbestos, PCB's, petroleum products, silica, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. EARTH MOVEMENT:

- a. Earth movement means earthquake, landslide, subsidence or earth sinking (other than sinkhole collapse), rising or shifting of the earth, avalanche, whether natural or man-made, or volcanic eruption; regardless of any other cause or event contributing concurrently or in any other sequence of loss.

However, physical loss or damage, from fire, explosion, theft, sprinkler leakage, or flood caused by earth movement will not be considered to be loss by earth movement within the terms and conditions of this Policy.

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4. OCCURRENCE:

Means all loss or damage attributable directly or indirectly to one (1) cause or series of similar causes. All such loss or damage will be added together and the total loss or damage will be treated as one (1) occurrence.

Unless otherwise amended by an endorsement attached to this Policy:

- a. All loss or damage resulting from a continuous flood event, irrespective of the amount of time or area over which such loss or damage occurs, will be considered a single occurrence.

All loss or damage from earth movement or named storm within the time period specified in the Occurrence Time Specifications shown on the Declarations will be considered a single occurrence. The first Named Insured may elect the point in time when the time period specified in the Occurrence Time Specifications begins.

An occurrence that commences during the Policy term will not be limited by the expiration of this Policy.

5. WATER DAMAGE:

All water damage excluding flood, however caused, whether by natural event or manmade, including but not limited to interior water damage, damage due to water from pipe breakage or sprinkler leakage, damage from rainfall and/or resulting runoff; all whether wind driven or not.

6. TESTING:

COLD TESTING - means testing, exclusive of Hot Testing as defined in this Policy, including but not limited to electrical, mechanical, hydraulic, hydrostatic and pneumatic testing and includes the testing of systems and equipment that are intended to service a building, such as boilers, chillers, pumps and similar equipment.

HOT TESTING – means the testing of machinery or equipment that will be used in manufacturing, processing or power generation operations, when such machinery or equipment involves the use of feedstock, fuel, catalysts or similar materials, for the purpose of simulating load, operating or production conditions to train personnel or to verify the machinery or equipment functions according to the design specifications. Hot testing does not mean electrical, mechanical, hydraulic, hydrostatic or pneumatic testing, including the startup and testing of systems and equipment that are intended to service a building, including boilers, chillers, pumps, and similar equipment.

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EXCLUDED PROJECT TYPES

Examples of projects that may require separate underwriting, including (but not limited to):

<ul style="list-style-type: none">• Wood Frame, Heavy Timber, CLT construction where the values are estimated to exceed \$10M by project
<ul style="list-style-type: none">• Joisted Masonry construction where values are estimated to exceed \$15M by project completion date
<ul style="list-style-type: none">• Any Fire Resistive; Non-Combustible; or Masonry Non-Combustible construction where the values are estimated to exceed \$100M by project completion date
<ul style="list-style-type: none">• Stand alone power generation, Utility plants, Co-Generation facilities, Waste water and Waste treatment facilities, etc. not contracted as part of a larger building project
<ul style="list-style-type: none">• Stadiums
<ul style="list-style-type: none">• Bridges
<ul style="list-style-type: none">• Cleanroom construction (both new and renovation) of any size
<ul style="list-style-type: none">• Directional drilling
<ul style="list-style-type: none">• Gas turbines
<ul style="list-style-type: none">• Any project involving prototypical design or the use of unproven technology
<ul style="list-style-type: none">• Any project with hot-testing where the values are estimated to exceed \$100M by project completion date
<ul style="list-style-type: none">• Projects with any other Construction Type, beyond Fire Resistive; Non-Combustible; Masonry Non-Combustible; Joisted Masonry; or Wood Frame, that are constructed of non-combustible materials or fire-resistive materials having a fire resistant rating of less than two hours

Cover Sheet and Instructions

EXHIBIT {NUMBER}

CONFIRMATION OF 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 checking the box next to the applicable category(ies), providing the Certification Agency and Certification Number along with attached proof of certification.

<input type="checkbox"/> Small Business Enterprise (SBE) - an independently owned and operated concern certified as a small business by the California Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here. https://ucop.edu/sbe-dvbe-certifications Certifying Agency: _____ Certification Number: _____ (Attach documentation of certification to this form)
<input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE) - an independently owned and operated concern certified as a DVBE by the State of California Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or other accepted certifying agency as listed here. https://ucop.edu/sbe-dvbe-certifications Certification Type: _____ Certification Number: _____ (Attach documentation of certification to this form)

The below information is being collected post-award for statistical purposes only. Please check all Business category(ies) that apply:

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

Project Name: { }

Project No.: { }

true and correct status of the business. I understand that falsely certifying the status of this business, 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)

Project Name: { }

Project No.: { }

EXHIBIT {NUMBER}
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 [REDACTED]

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)

NOTICE OF COMPLETION, UNIVERSITY OWNS LAND AND IMPROVEMENTS

WHEN RECORDED, MAIL TO:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on the _____ day of _____, 20____, the Work on the {Insert Project Name} Project was completed. The name of the owner is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "The Regents." The address of The Regents is University of California, Office of the President, 1111 Franklin St. 6th Floor, Oakland, California, 94607-5200. The Regents is the owner in fee simple of the real property commonly known as: {Building name, if any}, {Building number i.e. CAAN}, {Names of streets abutting project, if any, and street address, if any}, {Facility name e.g. campus, laboratory, etc.}, {City in which project is located}, {County in which project is located} and of all improvements and buildings thereon including the above-named Project. The name of the original Contractor is: {Insert name of original Contractor}.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: _____

I, _____, say that I am the _____ of the {Facility} of the University of California, and as such, make this verification on behalf of The Regents, a corporation; and that I have read the above Notice of Completion and know the contents thereof and that the facts stated therein are true. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____.

(Signature)

(Note: See attached optional Notary Acknowledgment)

Note: California Civil Code section 9208 provides that a Notice of Completion in the form required by Civil Code secs. 8100-8118, 8182 "shall be accepted by the recorder for recording and is deemed duly recorded without acknowledgment." Nevertheless, clerks in the county recorder's office may be unused to accepting any document without an acknowledgment, so it may be easier to have the document acknowledged, even though unnecessary.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, my hand and official seal.

Signature

My Commission expires: _____

NOTICE OF COMPLETION, UNIVERSITY IS LESSEE

WHEN RECORDED, MAIL TO:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on the _____ day of _____, 20__ , the Work on the {Insert Project Name} Project was completed. The name of the lessee is THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as "The Regents." The address of The Regents is University of California, Office of the President, 1111 Franklin St. 6th Floor, Oakland, California, 94607-5200. The Regents has the following interest in the real property upon which the above-named Work of improvement has been constructed: {e.g pursuant to a lease with e.g. State of California}. The location of the work of improvement is commonly known as: {Building name, if any}, {Building number i.e. CAAN}, {Names of streets abutting project, if any, and street address, if any}, {Facility name e.g. campus, laboratory, etc.}, {City in which project is located}, {County in which project is located}. The name of the original Contractor is: {Insert name of original Contractor}.

The name and address of all other persons and entities who hold an ownership interest in the real property are: {Insert name(s) and address(es) e.g., State of California}.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: _____

I, _____, say that I am the _____ of the University of California {insert Facility} for the leased space at {insert address of the leased space} and as such, make this verification on behalf of The Regents, a corporation; and that I have read the above Notice of Completion and know the contents thereof and that the facts stated therein are true. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 20 , at _____.

(Signature)

(Note: See attached optional Notary Acknowledgment)

Note: California Civil Code section 9208 provides that a Notice of Completion in the form required by Civil Code secs. 8100-8118, 8182 "shall be accepted by the recorder for recording and is deemed duly recorded without acknowledgment." Nevertheless, clerks in the county recorder's office may be unused to accepting any document without an acknowledgment, so it may be easier to have the document acknowledged, even though unnecessary.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, my hand and official seal.

Signature

My Commission expires: _____

NOTICE OF COMPLETION, UNIVERSITY OWNS LAND BUT NOT IMPROVEMENTS

(Note: This situation is rare. Consult the Office of General Counsel for guidance.)

Specifications and Division 1 templates

Documents under heading provided (Electronically Issued) as downloaded on April 15, 2024 at <https://www.ucop.edu/facilities-manual/construction-contract-templates/informal-form.html> :

1. Specification
2. Division 1 Templates (zip file with Word templates)

LIST OF DRAWINGS

1. Cover Sheet
2. Site Plan
3. Site Plan and Details
4. Site Plan and Details
5. Details