

**Summary of Modifications to the
University of California Construction Contract
July 2006**

<u>Citation</u>	<u>Description of Modification</u>
	<u>Differing Site Conditions:</u>
GC 3.17 GC 3.18 (former GC 3.17)	Allocates to the University the risk of a materially differing site condition. Includes an exception for materially differing site conditions.
GC 3.19 (formerly part of 3.17)	Allows contractor to reasonably rely on written descriptions of physical conditions in Information Available to Bidders.
GC 4.2	Includes a reference to “materially differing site condition”; simplified language rather than listing each and every circumstance where Contractor may be entitled to compensation; and a catchall phrase “monetary relief” in 4.2.3.
GC 7.3.9	Conforming change to allow an adjustment of the Contract Sum for a materially differing site condition.
GC 8.4.1	Conforming change to allow an adjustment of the Contract Time due to a materially differing site condition.
	<u>Weather Delays:</u>
GC 8.4.1	Allows adjustment of Contract Time due to rainy weather in excess of the specified number of days based on historical data.
SC 2	Includes a blank to specify the number of days, either by month or as a total for the project.
	<u>Progress Payments and Retention:</u>
GC 9.2	Reduces the amount of retention from 10% to 5%; clarifies that no additional retention will be held after Substantial Completion, and explicitly allows more than one payment in a month.
GCs 9.2, 9.3, and 9.4	Shortens the overall progress payment schedule to 15 days from receipt of Application for Payment.
GC 9.4	Commits University to inform contractor of a deficient pay application; gives contractor 3 days to revise and resubmit the pay application and explicitly allows University to pay the undisputed amount.
GC 9.5.3 and ITB 6.3.5	Allows Contractor to select Securities in Lieu of Retention after award of contract. Instructions to Bidders are revised accordingly.
	<u>Decisions on Change Order Requests:</u>
GC 4.2.4	Explicitly commit University to respond to a Change Order Request within a reasonable time.
GC 4.2.5	Gives Contractor the right to demand a decision on a change order request where University has not made a decision after 30 days.

Liquidated Damages:

Supp ITB and Agreement Specifies a reduced rate of liquidated damages after Substantial Completion.

Disputes:

GC 4.5 Allows a Contractor to elect to arbitrate a Claim but postpones requirement to demand arbitration (and paying AAA fees) until after project completion.

Optional Provisions:

Specs Section 01020–Allowances Material Price Escalation Allowance provision for specified materials. The provision is optional.

Technical corrections:

GC 1.3.1 Clarifies that any conflict between Contract Documents is covered by the order of precedence clause.

GC 3.9.5 Clarifies the requirement for “Submittal Schedules.”

GC 3.20 (formerly Article 3.18) Incorporates an existing Supplementary Condition that corrects amount of deductibles under the UC Builder’s Risk policy

GC 11.1.1 Includes a cross-reference to related GC 3.20.

GC 11.2.3 Incorporates an existing Supplementary Condition that clarifies the end of coverage under the UC Builder’s Risk policy.

ITB 3.6.1 Incorporates an existing Supplementary Instruction to Bidders that corrects amount of deductibles under the UC Builder’s Risk policy

Policy Change:

FM Vol.5, Part II, Ch.6 Establishes a policy requiring consultation with General Counsel prior to a representative of University asserting that contractor has made a false claim

- NOTES: GC – General Conditions
SC – Supplementary Conditions
ITB – Instructions to Bidders
FM – Facilities Manual