

AMENDMENT OF SOLICITATION

1. AMENDMENT NUMBER A005	2. DATE ISSUED January 25, 2024	3. NUMBER OF PAGES Twenty four (24) pages
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4. ISSUED BY UNIVERSITY OF MARYLAND DEPARTMENT OF PROCUREMENT & STRATEGIC SOURCING 2113-R CHESAPEAKE BUILDING 4300 TERRAPIN TRAIL COLLEGE PARK, MARYLAND 20742-1111 POINT OF CONTACT: JESSIE J. WOODS TELEPHONE NUMBERS: 301-314-5924(O) 240-765-5790(C) ELECTRONIC MAIL ADDRESS: JWOODS80@UMD.EDU	5. ADMINISTERED BY (If other than Item 4)
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6. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR TO ALL PROSPECTIVE PROPOSERS	7A. AMENDMENT OF SOLICITATION NUMBER RFP No. 146173-Bernie Fowler Lab Roof & HVAC Replacement, University of Maryland Center for Environmental Sciences, Solomons, MD
	7B. DATED January 25, 2024

8. AMENDMENT OF SOLICITATION

The solicitation identified in 7A above is amended as set forth in Item 9.
The due date and time specified for receipt of offers/bids is extended, is not extended.
Contractor must acknowledge receipt of this amendment.

RECEIPT OF THIS AMENDMENT MUST BE ACKNOWLEDGED ON BID FORM ATTACHMENT K

FAILURE OF CONTRACTOR'S ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR RECEIPT OF OFFERS/BIDS PRIOR TO THE DUE DATE AND TIME SPECIFIED MAY RENDER CONTRACTOR'S OFFER UNACCEPTABLE/NON-RESPONSIVE AND SUBJECT TO REJECTION.

9. DESCRIPTION OF AMENDMENT (Use additional pages if required)

To include the following documents which are hereby made a part of RFP 146173:

A. Loose Forms Package-Technical & Section X

Continued on page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 7A, including previous amendments, if any, shall remain in full force and effect.

10A. NAME AND TITLE OF SIGNER (Type or Print)	11A. NAME OF PROCUREMENT OFFICER (Type or Print) Jessie J. Woods
10B. CONTRACTOR SIGNATURE (Signature of Person Authorized to Sign)	10C. DATE SIGNED Dated: 1/25/2024

Description of Amendment (Continued):

The following changes are made to the solicitation referenced in Block 7A of the previous page:

A. Loose Forms Package-Technical & Section X:

Please see the attached pages for these two (2) documents.

LOOSE FORMS PACKAGE - TECHNICAL

REQUEST FOR PROPOSAL 146173-W

Bernie Fowler Lab Roof & HVAC Replacement at University of Maryland Center
for Environmental Sciences
Solomons, Maryland

MAJOR MILESTONE SCHEDULE

Bernie Fowler Lab Roof & HVAC Replacement at UMCES Request for Proposal No. 146173-W

Provide a brief, overall narrative description (developed in specific response to this proposal) of the proposer's proposed approach to this project. Note: *Milestone Schedule may be attached separately.*

Identify project challenge(s), and proposed approach(es). Identify past project with similar challenges and their outcome.

MILESTONE SCHEDULE

**Bernie Fowler Lab Roof & HVAC Replacement at UMCES
Request for Proposal No. 146173-W**

	ACTIVITY		COMPLETION DATE
1	Notice to Proceed		
2	Delivery of Equipment		
3	Substantial Completion		
4	Final Completion		
5			
6			
7			
8			
9			
10			
11			

NOTE: Provide the specific milestone date for each of the activities listed above. Inclusion of this completed form is required as part of the Technical Submission for this project. The information provided in this completed form will be reviewed and will be utilized in consideration of your firm’s ability to effectively manage this project.

KEY PERSONNEL FORM

**Bernie Fowler Lab Roof & HVAC Replacement at UMCES
Request for Proposal No. 146173-W**

Proposer: _____

1. Person's Name: _____

2. Position to be Assigned: _____

3. Educational Background: _____

Institution	Degree/Diploma/Certificate	Major (if any) Date of Degree

4. Employment History: _____

4.1. Current Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date

4.2. Previous Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date

4.3. Previous Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date

5. Similar Project/Contract Experience: _____

5.1. Project (1) Title: _____

Project Description: _____

Value of Project: _____

Start and Completion Dates: _____

Key Person's Role on the Project: _____

**Project Owner
(Organization/Company Name):** _____

Owner Contact Person: _____

Telephone #: _____

5.2. Project (2) Title: _____

Project Description: _____

Value of Project:

Start and Completion Dates:

Key Person's Role on the Project:

Project Owner

(Organization/Company Name):

Owner Contact Person:

Telephone #:

5.3. Project (3) Title:

Project Description:

Value of Project:

Start and Completion Dates:

Key Person's Role on the Project:

Project Owner

(Organization/Company Name):

Owner Contact Person:

Telephone #:

Achievements/Other Notations/Remarks (Not required)

Note: Attach additional sheets as necessary. Note additional attached sheets in remarks above.

**General Contractor Experience Form
Request for Proposal No. 146173-W Bernie Fowler Lab Roof & HVAC Replacement at UMCES**

PROPOSER: _____ PROJECT NAME: _____ START DATE: _____ ORIGINAL COMPLETION DATE: _____ ACTUAL COMPLETION DATE: _____ AWARD PRICE: _____ FINAL PRICE: _____ TIME EXTENSION DAYS: _____ MODIFICATIONS: _____ PERCENT (%) INCREASE _____ CONTRACT METHOD: _____ GC, _____ CM, _____ D/B CONTRACTOR'S CONSTRUCTION CONTRACT AMOUNT: \$ _____ <div align="center">MINIMUM OF \$15,000,000.00</div>	PROJECT OWNER'S NAME: _____ ADDRESS: _____ OWNER CONTACT PERSON: _____ TELEPHONE NUMBER: _____ GENERAL CONTRACTOR'S FIELD REP.: _____ GEN. CONTRACTOR'S PROJECT MANAGER: _____ TOTAL GROSS SQUARE FOOTAGE: _____
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TRADES INCLUDED: (CHECK ALL THAT APPLY):

MECHANICAL (HVAC) AND NAME SYSTEM TYPE: _____
 PLUMBING,
 ELECTRICAL,
 ATC,
 STRUCTURAL NAME TYPE OF SYSTEM: _____
 CONCRETE,
 MASONRY,
 ACOUSTICAL,
 TELECOMMUNICATIONS,
 FIRE PROTECTION,
 CARPENTRY,
 WINDOWS,
 DRYWALL,
 PAINTING,
 FLOORING,
 CASEWORK,
 OTHER: _____

BRIEF, BUT DETAILED, DESCRIPTION OF THE PROJECT INCLUSIVE OF (1) TYPE OF PROJECT (NEW, ADDITION, RENOVATION, ETC.), (2) SETTING AND (3) PROJECT SCHEDULE.	SIMILARITIES OF YOUR PROJECT TO THE SPECIFIED PROJECT:

NOTE: A TOTAL OF THREE (3) PROJECTS MUST BE SUBMITTED. COMPLETE A SEPARATE FORM FOR EACH PROJECT

COMPANY PROFILE

**Bernie Fowler Lab Roof & HVAC Replacement at UMCES
Request for Proposal No. 146173-W**

Company Name: _____

Date of Incorporation: _____ State of Incorporation _____

Type of work performed (check all that are applicable):

- General Construction Mechanical Asbestos Removal Concrete
 Electrical I.H. Monitoring Demolition Construction Management
 Other: _____

Number of years in construction business: _____

Number of years in business under present name: _____

Other or former names under which your organization has operated:

Type of organization (i.e. corporation, partnership, individual joint venture, other):

Name of principal(s) and title(s): _____

Brief history of company: _____

Total number of employees: _____

Number of field employees (excluding supervisory): _____

Number of field supervisory personnel: _____

Number of office personnel (excluding supervisory): _____

Number of field supervisory personnel: _____

Number of office personnel (excluding supervisory): _____

Number of officer supervisory personnel: _____

Bonding Co Name: _____

Bonding Capacity: _____

ANNUAL SALES VOLUME / NUMBER OF PROJECTS

**Bernie Fowler Lab Roof & HVAC Replacement at UMCES
Request for Proposal No. 146173-W**

YEAR	SALES VOLUME	NUMBER OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

RFP NO.: 146173-W

PROJECT: Bernie Fowler Lab Roof & HVAC Replacement at UMCES

NAME OF FIRM: _____

ACKNOWLEDGEMENT OF RECEIPT OF AMENDMENT

The undersigned, hereby acknowledges the receipt of the following amendment:

Amendment No. _____ dated _____

Amendment No. _____ dated _____

Amendment No. _____ dated _____

Amendment No. _____ dated _____

Amendment No. _____ dated _____

Amendment No. _____ dated _____

Amendment No. _____ dated _____

As stated in the solicitation documents, this form is included in your initial Technical Proposal.

Signature

Printed Name

Title

Date

SECTION X (a)

**SCHEDULES, REPORTS, AND
SCHEDULE OF VALUES**

FOR GENERAL CONTRACTOR (GC) PROJECTS

**SECTION X (a) SCHEDULES, REPORTS, AND SCHEDULE OF VALUES
FOR GENERAL CONTRACTOR (GC) PROJECTS**

A. DEFINITIONS

1. Schedule: The document required for planning and control of the timely execution of the Project.
2. Preliminary Construction Schedule: The schedule to be submitted by the contractor after NTP for the Construction Phase is issued, required for planning and control of construction activities until the Detailed Construction Schedule is submitted and accepted by the University.
3. Detailed Construction Schedule: The schedule required for planning and control of Construction Phase activities.
4. Critical Path Method (CPM): A construction scheduling technique using network analysis diagrams to plan and organize construction activities in an orderly manner along the critical path.
5. Network: A network diagram is a graphic representation showing the relationship of activities and events in the correct sequences required to complete the Project within the Construction Schedule required in SECTION III of this document.
6. Activity: One single identifiable task in the Project.
7. Critical Activity: Tasks with no (zero) total float time which determine the critical path and control project completion.
8. Event: The starting or ending point of an activity.
9. Float: Time available for a given activity in excess of its estimated duration. It represents the amount of leeway available in scheduling an activity.
 - 10.1 Free float: The amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 10.2 Total float: The amount of time an activity can be delayed without adversely affecting overall time for Project completion.
10. Work Days: The days during which the General Contractor (GC) intends that construction work will be performed, excluding Saturdays, Sundays,

and holidays that are submitted by the GC and agreed to by the University. The list of holidays shall be submitted to the University in writing and shall accompany the Preliminary Construction Schedule.

11. Construction Phase Milestones: The dates indicated in the most current Detailed Construction Schedule accepted by the University for completion of defined portions and/or phases of construction. Show milestones in the schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones shall represent only the major items of construction work or interface dates. Milestones are considered essential to the satisfactory performance of this Contract and to the coordination of work on the Project.

B. QUALITY ASSURANCE

1. General Contractor's (GC's) Administrative Representative: The GC shall designate an authorized representative in his firm who will be responsible for assisting in the preparation of the Schedule and review/report progress of the Project to the University. The GC's representative shall have direct project control and complete authority to act on behalf of the GC in fulfilling requirements of this Section, and such authority shall not be interrupted throughout the duration of the Project.

C. PREPARATION OF SCHEDULES

1. The General Contractor (GC) has the option to utilize a software program for network analysis that has been developed specifically to manage CPM construction schedules. Such software must be compatible with Oracle Primavera P6, latest version, or Microsoft Project, latest version.
2. Cost Loaded Schedules: The GC shall provide a Schedule of Values (SOV) meeting the requirements outlined later in this Section.
3. All schedules shall be submitted via the University Project Management System.

D. PRELIMINARY CONSTRUCTION SCHEDULE

1. Preliminary Construction Schedule: Within seven (7) calendar days of the date established for commencement of the Construction Phase, submit a Preliminary Construction Schedule.
2. The following items shall be included:
 - 2.1 Detail activities for the first forty five (45) days of construction and summary activities for the period after the first 45 days until the end of the Project. The work for each phase or area shall be represented by at least one summary activity such that the Preliminary

Construction Schedule indicates construction work through Substantial Completion. The following requirements shall be met by all activities:

- a. Durations of individual detail activities should not exceed twenty (20) work days except those activities that represent procurement tasks.
- b. Long Lead Items and Equipment: For items or equipment that requires over twelve (12) weeks, from order placement to delivery) include at the minimum the following activities:
 - 1) Preparation of submittals
 - 2) Review and approval of submittals. (Indicate a review time of no less than fourteen (14) calendar days from receipt to response for any individual submittal.
 - 3) Manufacture or fabrication
 - 4) Delivery
 - 5) Installation
 - 6) Commissioning

2.2 Distribution: Upload the electronic schedule files to the University's Project Management System. Distribute the Preliminary Construction Schedule to Trade Contractors and suppliers that need to know about the timing of these construction activities.

F. DETAILED CONSTRUCTION SCHEDULE

1. The General Contractor (GC) shall prepare and maintain a detailed construction schedule as described below. This schedule shall be the GC's working schedule, used to plan, organize and execute the work, record and report actual performance and progress, and show how the GC plans to complete remaining work as of the end of each progress report period.
2. Upon acceptance by the University of the Detailed Construction Schedule, it will become the Baseline Construction Schedule, to be used as the basis for analysis and review of any time extension requests.
3. Within thirty (30) calendar days of the date established for commencement of the Construction Phase, submit a Detailed Construction Schedule extending the Preliminary Construction Schedule, and containing the following:

- 3.1 A CPM network containing detail activities for the entire project using the Critical Path Method. Each schedule submitted shall have a critical path that is clearly identifiable.
- 3.2 The following requirements shall be met by all schedules:
 - a. Include individual activities for the following items:
 - 1) Performance and Payment Bonds.
 - 2) Insurances.
 - 3) General Conditions.
 - 4)
 - b. Durations of individual detail activities should not exceed twenty (20) work days except those activities that represent procurement tasks or non-construction activities.
 - c. Delivery activities should be represented by finish milestones.
4. The Detailed Construction Schedule shall illustrate order and interdependence of activities and sequence of work, restrictions of access and availability of work areas, how the start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
5. The Detailed Construction Schedule shall provide sufficient detail and clarity of form and technique so that the GC can plan, schedule, and control construction properly, and the University can readily monitor and follow the progress for all portions of construction. The Detailed Construction Schedule shall comply with the various limits imposed by the scope of work and by any intermediate milestone dates required in the Contract.
6. The degree of detail shall be to the satisfaction of the University, and the following factors shall be addressed:
 - 6.1 A phased breakdown of the entire project by floor, area, and Trade Contractor (if applicable).
 - 6.2 Use clear and concise activity descriptions.
 - 6.3 The beginning and end of each activity shall be readily observable and verifiable during execution of the work.
 - 6.4 (Not Used)
 - 6.5 All purchase, manufacture and delivery activities for all major materials and equipment.
 - 6.6 Deliveries of University furnished equipment.
 - 6.7 Preparation and processing of submittals.

- 6.8 Preparation and approval of coordination drawings.
 - 6.9 Access and availability of work areas.
 - 6.10 Testing, and submission and approval of test results.
 - 6.11 Incorporate time for pre-testing.
 - 6.12 Provide list of all required tests and sequence accordingly.
 - 6.13 Close-in inspections/correction of deficiencies.
 - 6.14 Testing/balancing of systems.
 - 6.15 Commissioning of HVAC systems.
 - 6.16 Potential weather delays.
 - 6.17 Demonstrations and training.
 - 6.18 Punch list inspection/correction of deficiencies.
 - 6.19 Each project closeout activity as required by the University.
7. The schedule shall clearly indicate intermediate milestone events, the Contract completion date, and final acceptance date, and the predicted status of these control points as the networks are updated. The primary path(s) of criticality shall be clearly and graphically identified on the network. The status of construction work in progress shall also be similarly identified and the reported percent complete indicated for the last report period.
8. Updating Schedules
- 8.1 Updates to the schedule shall be presented by the GC and discussed at periodic progress meetings or as designated by the University. Update any significant changes as a result of action agreed to in the periodic progress meeting.
 - 8.2 Updates shall be submitted monthly unless a different period is established by the University.
 - 8.3 The GC acknowledges that updating the schedule to reflect actual progress made as of the date of update is not a modification to the Contract's schedule requirements.
9. University's Review and General Contractor (GC) Schedule Revisions
- 9.1 Upon acceptance of the initial or updated Detailed Construction Schedule by the University, the GC shall, within three (3) calendar days:
 - a. Distribute copies of the accepted Detailed Construction Schedule to Trade Contractors, suppliers, University, Architect and other concerned parties.
 - b. Instruct recipients to promptly report in writing, problems anticipated by the projections shown in the schedule.

- c. When revisions are made, distribute updated schedules to the same parties.

9.2 The University's acceptance of the proposed Detailed Construction Schedule signifies only that the University's summary review of the schedule leads the University to believe that the GC has met the general requirements of this SECTION pertaining to the schedule's format and content. Acceptance by University of the Detailed Construction Schedule does not relieve the GC of any responsibility for the accuracy or feasibility of the GC's plan for execution of construction, or to perform the construction within specified time constraints. Such acceptance does not express or imply that the University warrants, acknowledges or admits the reasonableness of the activities, logic, durations, manpower, cost or equipment loading of the GC's proposed or accepted schedule.

G. SCHEDULE OF VALUES

1. The General Contractor (GC) is required to develop an electronic spreadsheet based schedule of values. The Schedule of Values (SOV) shall be provided within thirty (30) calendar days of the date established for commencement of the Construction Phase. The GC shall submit data to substantiate accuracy of information on the Schedule of Values as the University may require.
 - 1.1. Total cost of the Schedule of Values line items should equal the total contract price.
 - 1.2. Total cost of any line item should not exceed \$100,000 except for Procurement items with prior University approval.
 - 1.3. The exceptions to this rule are non-trade contractor related activities: General Conditions, Bond and Insurance.
 - 1.4. The contractor can justify and obtain approval from the University to include other items that exceed \$100,000 in the SOV (e.g. large equipment items which cost exceeds that amount.)
 - 1.5. No payments to the GC will be made until an acceptable SOV is approved by the University.
 - 1.6. The SOV shall be consistent with the actual trade contractors' costs and the activities in the Construction Schedule activities. The GC shall ensure that cost breakdowns provided by trade contractors are appropriate for the specific activities before the SOV is submitted to the University.

2. Progress Payments: Refer to SECTION IV in this RFP for requirements for progress payments.

H. ADDITIONAL CONSIDERATIONS

1. Float Time

1.1. Float is not for the exclusive benefit of either the GC or University. The GC shall manage construction according to early start dates, by commencing activities on the early start date (calculated by the latest accepted schedule) or earlier if possible, unless constrained by a bona fide resource limitation. Actual or projected University-caused delays that do not exceed available float time shall not have any effect on the GC's adherence to specified time constraints and shall not be a basis for any time extension.

1.2. The General Contractor (GC) acknowledges the following:

- a. Activity delays shall not automatically result in adjustment of specified time constraints.
- b. A Contract Modification or other University action or inaction may not affect existing critical activities or cause non-critical activities to become critical.
- c. A Contract Modification or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on specified time constraints.
- d. Pursuant to the above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by the University to the benefit of the University and GC.

1.3. If the General Contractor (GC) wishes to complete construction earlier than the time required, the following shall apply:

- a. The GC shall continue to calculate float based on the construction completion date required by the Contract and Contract Modifications, by maintaining the required Substantial Completion date as a "finish-no-later-than" constraint.

- b. The completion time for construction shall not be amended by the University's acceptance of the GC's proposed earlier completion date.
- c. The GC shall not, under any circumstances, receive additional compensation for fees, General Conditions, or Trade Contracts for the period between the time of earlier completion proposed by GC and the completion time for construction specified as of NTP.

2. Weather Caused Delays

2.1 The University and GC shall use the following table labeled “Monthly Anticipated Adverse Weather Days (in work days)” as the basis for determining the anticipated number of “unusually severe weather” workdays at the construction site:

Monthly Anticipated Adverse Weather Days (in work days)											
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
4	5	4	5	5	3	3	3	2	4	4	4

2.2 A lost work day shall be considered a weather delay when unusually severe weather exists and when such weather conditions directly cause work to be delayed on the activity or activities which are on the critical path according to the latest accepted update of the schedule during that month. Weather-caused schedule losses shall be measured in half (0.5) workday increments if the unusually severe weather affects work at the site only for one half of a normal workday. If unusually severe weather occurs during the first half of a normal work and also delays work during the second half of the day (e.g., due to employees not being required to report to work due to unusually severe weather), the entire work day shall be considered a weather caused lost work day. The GC’s request for weather caused time extensions during a given month shall be considered only for actual work days lost in excess of the number of work days listed in the table above and meeting the above criteria. The GC shall meet the submission and notification requirements and follow the procedures for requesting time adjustments to the schedule as described in this SECTION.

2.3 Renovations or interior projects not affected by weather are not eligible for weather delays unless conditions are such that contractors and subcontractors are not able to drive safely to the project.

3. Contract Modifications, Delays, and Time Extensions

- 3.1 Submit a written Time Impact Analysis with proposed contract modifications which affect the Contract's required completion date, illustrating the impact of the proposed contract modification on that date.
 - 3.2 Time Impact Analyses shall include a fragnet (network analysis) demonstrating how the GC proposes to incorporate the proposed contract modification or delay into the Detailed Construction Schedule. The analysis shall demonstrate the time impact based on the date the signed Contract Modification is given to the GC (or the Authorization to Proceed by the Procurement Officer), the status of construction at that point in time, and the event time computation of all affected activities. The event times used in the analysis shall be those included in the latest update of the schedule or as adjusted by mutual agreement. The GC shall submit any supporting electronic files with the Time Impact Analysis.
 - 3.3 Time extensions will be granted only to the extent that the equitable time adjustment for the activities affected exceeds the total float along the path of activities at the time of actual delay or at the time that Notice to Proceed was issued for the Contract Modification. Each Time Impact Analysis shall be submitted in triplicate within fourteen (14) calendar days after a delay occurs or after notice of direction for a change is given to the GC by the University. If the GC does not submit a Time Impact Analysis with a proposed contract modification for a delay within the required time period, he shall be deemed to have irrevocably waived his rights to any additional time and cost. Upon mutual agreement by both parties, fragnets illustrating the influence of Contract Modifications and delays will be incorporated into the schedule during the first update after agreement is reached.
 - 3.4 In the event the GC does not agree with the decision of the University regarding the impact of a delay, it shall be resolved in accordance with the UMD General Conditions.
4. Responsibility for Completion
- 4.1 The GC shall furnish sufficient field personnel, offices, materials, facilities, plant and equipment, to ensure the prosecution of construction in accordance with the current accepted schedule. If the University advises that the GC has fallen behind in meeting milestones as presented in the schedule, the GC shall take such steps as may be necessary to improve progress. Upon the University's written notice that the GC is behind schedule as a result of inexcusable causes, the GC shall immediately mitigate such loss by

increasing the hours of work, the number of shifts, overtime operations and/or the amount of construction equipment without additional cost to the University. The GC acknowledges that such remedial action on his part is not compensable acceleration of the performance of construction.

- 4.2 Work for remedial action may be conducted on Saturdays, Sundays, or holidays, with sufficient written notice and subject to the University's approval.

I. GENERAL CONTRACTOR'S (GC's) RESPONSIBILITY FOR THE SCHEDULE

1. Should the GC fail to define any element of construction, activity, or logic, and University review does not detect this omission or error, such omission or error, when discovered by the GC or University, shall be corrected by the GC before the next monthly schedule update and shall not be cause for delay of completion of construction within the required time. The GC acknowledges that the University is not required or otherwise obligated to discover errors or omissions in the GC's proposed schedule. The University's acceptance of a schedule does not relieve the GC of his responsibility for the schedule.

END OF SECTION X(a)